

SERFF Tracking Number: ACEH-125262176 State: Arkansas
Filing Company: ACE American Insurance Company State Tracking Number: AR-PC-07-025801
Company Tracking Number: 07-GL-267(F)
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1000 Other Liability Sub-TOI Combinations
Product Name: 07-GL-267(F)
Project Name/Number: Contractors Pollution Liability Policy/07-GL-267(F)

Filing at a Glance

Company: ACE American Insurance Company

Product Name: 07-GL-267(F)

SERFF Tr Num: ACEH-125262176 State: Arkansas

TOI: 17.1 Other Liability - Claims Made Only

SERFF Status: Closed

State Tr Num: AR-PC-07-025801

Sub-TOI: 17.1000 Other Liability Sub-TOI

Co Tr Num: 07-GL-267(F)

State Status:

Combinations

Filing Type: Form

Co Status:

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

Authors: Barb Niles, CPCU, ARP, Bob Wolfrom, Viola McBride

Disposition Date: 09/21/2007

Date Submitted: 08/15/2007

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New):

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

General Information

Project Name: Contractors Pollution Liability Policy

Status of Filing in Domicile: Pending

Project Number: 07-GL-267(F)

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 09/21/2007

State Status Changed: 08/16/2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

ACE Environmental Risk business unit is pursuing this filing on behalf of an initiative within the company to provide Contractors Pollution Liability coverage on an admitted basis to its general clientele. ACE currently underwrites primary pollution liability policies utilizing the Illinois Union Insurance Company (non-admitted) filings and manuscript rating and policy forms for much of the business it transacts. The need for this filing arises based on our need to appropriately rate and execute an admitted lines contractors pollution policy for our clients.

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Company and Contact

Filing Contact Information

Robert Wolfrom, CPCU, Regulatory Specialist robert.wolfrom@ace-ina.com
 436 Walnut Street (215) 640-5123 [Phone]
 Philadelphia, PA 19106 (215) 640-4986[FAX]

Filing Company Information

ACE American Insurance Company CoCode: 22667 State of Domicile: Pennsylvania
 PO Box 1000 Group Code: 626 Company Type:
 436 Walnut Street
 Philadelphia, PA 19106 Group Name: State ID Number:
 (215) 640-5123 ext. [Phone] FEIN Number: 95-2371728

Filing Fees

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

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
PS 00304204	\$50.00	08/09/2007

State Specific

Check_No: PS 00304204
 Check_Amt: \$50.00
 Check_Rec: NA

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	09/21/2007	09/21/2007

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Edith Roberts	08/22/2007	08/22/2007	Bob Wolfrom	09/05/2007	09/05/2007

Industry
Response

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Reply Time	Note To Reviewer	Bob Wolfrom	08/28/2007	08/28/2007

SERFF Tracking Number: ACEH-125262176 *State:* Arkansas
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Disposition

Disposition Date: 09/21/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Explanatory Memo	Approved	Yes
Supporting Document	PDF Pipeline	Approved	Yes
Form	Contractors Pollution Liability II Insurance Policy	Approved	Yes
Form	Contractors Pollution Liability II Insurance Policy Claims -Made Coverage (Declarations)	Approved	Yes
Form	TRIA 2006	Approved	Yes
Form	TRIA Rejection Notice	Approved	Yes
Form	Additional Insured Defense Coverage	Approved	Yes
Form	Additional Named Insured CPL	Approved	Yes
Form	Aggregated SIR - CPL	Approved	Yes
Form	Asbestos Amendatory	Approved	Yes
Form	Automobile Endorsement	Approved	Yes
Form	Automobile Endorsement with Sublimit	Approved	Yes
Form	Blanket Waiver of Subrogation - CPL	Approved	Yes
Form	Broad Form Named Insured	Approved	Yes
Form	Cancellation Endorsement	Approved	Yes
Form	Exterior Insulation and finish System (EIFS) Exclusion Endorsement	Approved	Yes
Form	Dedicated Project Limit Endorsement - CPL	Approved	Yes
Form	ERP Term Enactment	Approved	Yes
Form	Fungi Exclusion Endorsement	Approved	Yes
Form	Fungi Sublimit Increase	Approved	Yes
Form	Fungi Sublimit Endorsement Subject to Training	Approved	Yes
Form	Fungi Sublimit CPLC	Approved	Yes
Form	Independent Counsel Endorsement	Approved	Yes
Form	Jurisdiction and Venue Amendatory Endorsement	Approved	Yes

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Form	Jurisdiction and Venue and Choice of Law Amendatory Endorsement	Approved	Yes
Form	Lead Based Paint Exclusion	Approved	Yes
Form	Named Insured v. Named Insured	Approved	Yes
Form	Schedule of Non-Owned Disposal Sites w/ Sublimit	Approved	Yes
Form	Notice of Cancellation - (90) Days CPL	Approved	Yes
Form	Notice of Cancellation (120) Days CPL	Approved	Yes
Form	OCIP Insured v. Insured	Approved	Yes
Form	Ownership Interest - 15 Percent Exclusion	Approved	Yes
Form	Ownership Interest Exclusion Endorsement	Approved	Yes
Form	Primary Insurance - CPL	Approved	Yes
Form	Project XS Endorsement - CPL	Approved	Yes
Form	Reduced SIR Agreement Endorsement	Approved	Yes
Form	Residential Work EIFS Exclusion CPI	Approved	Yes
Form	Residential Work Exclusion Endorsement	Approved	Yes
Form	Schedule of Non-Owned disposal Site(s) Endorsement	Approved	Yes
Form	Separately Insured project Exclusion - CPL	Approved	Yes
Form	SIR to Deductible	Approved	Yes
Form	Waiver of Subrogation CPI - Project Specific	Approved	Yes
Form	Watercraft Endorsement	Approved	Yes
Form	Wrap-Up Additional Named Insured - CPL Endorsement	Approved	Yes
Form	OFAC Policyholder Notice	Approved	Yes
Form	ACE Producer Compensation Practices & Policies	Approved	Yes
Form	Trade or Economic Sanctions Endorsement	Approved	Yes
Form	Signature Page - Admitted	Approved	Yes
Form	Arkansas Changes - Cancellation and	Approved	Yes

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NonRenewal

Form

Extended Reporting Period Endorsement Approved
- Arkansas

Yes

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Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 08/22/2007

Submitted Date 08/22/2007

Respond By Date

Dear Robert Wolfrom, CPCU,

This will acknowledge receipt of the captioned filing.

Please refer to Form PF-21864, page 6, Section VIII B. which state that ERPs do not reinstate or increase the limit of liability. Please refer to AR Code Anno. 23-79-306 (6) which state the limit of liability for the optional extended reporting period must be the greater of the limit remaining of the expiring policy aggregate or reinstated to 50%.

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

Response Letter

Response Letter Status Submitted to State

Response Letter Date 09/05/2007

Submitted Date 09/05/2007

Dear Edith Roberts,

Comments:

Response 1

Comments: In response to your objection we have attached a new extended reporting period amendatory endorsement PF-22666. We hope this responds to your concerns.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

SERFF Tracking Number: ACEH-125262176 State: Arkansas
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 Product Name: 07-GL-267(F)
 Project Name/Number: Contractors Pollution Liability Policy/07-GL-267(F)

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Extended Reporting Period Endorsement - Arkansas	PF-22666	(09/07)	Endorsement/Amendment/Conditions	New		0	AR- PF-22666_Extended Reporting Period.pdf

SERFF Tracking Number: *ACEH-125262176* *State:* *Arkansas*
Filing Company: *ACE American Insurance Company* *State Tracking Number:* *AR-PC-07-025801*
Company Tracking Number: *07-GL-267(F)*
TOI: *17.1 Other Liability - Claims Made Only* *Sub-TOI:* *17.1000 Other Liability Sub-TOI Combinations*
Product Name: *07-GL-267(F)*
Project Name/Number: *Contractors Pollution Liability Policy/07-GL-267(F)*

No Rate/Rule Schedule items changed.

Sincerely,
Barb Niles, CPCU, ARP, Bob Wolfrom, Viola McBride

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Note To Reviewer

Created By:

Bob Wolfrom on 08/28/2007 01:59 PM

Subject:

Reply Time

Comments:

We have a new attorney in our Business group reviewing your objection. We expect to have a response in 7 to 10 days, if that is alright.

Thank you.

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Contractors Pollution Liability II Insurance Policy	PF-21864	(02/07)	Policy/Coverage Form		0.00	PF 21864 Contractors Pollution Liability II Insurance Policy.pdf
Approved	Contractors Pollution Liability Policy Claims - Made Coverage (Declarations)	PF-22348	(05/07)	Declaration News/Schedule		0.00	PF 22348 Contractors Pollution Liability II Insurance Policy Dec.pdf
Approved	TRIA 2006	PF-20414	(6/06)	Endorsement/Amendment/Conditions		0.00	PF-20414 TRIA 2006.pdf
Approved	TRIA Rejection Notice	PF-20415	(6/06)	Disclosure/ New Notice		0.00	PF-20415 TRIA Rejection Notice.pdf
Approved	Additional Insured Defense Coverage	PF-22125	(4/07)	Endorsement/Amendment/Conditions		0.00	PF-22125 Additional Insured Defense Coverage.pdf
Approved	Additional Named Insured CPL	PF-22126	(4/07)	Endorsement/Amendment/Conditions		0.00	PF-22126 Additional Named Insured CPL.pdf
Approved	Aggregated SIR -	PF-22127	(4/07)	Endorsement New		0.00	PF-22127

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 Product Name: 07-GL-267(F)
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	CPL		nt/Amendm ent/Condi ons		Aggregated SIR CPL.pdf
Approved	Asbestos Amendatory	PF-22128 (4/07)	Endorseme New nt/Amendm ent/Condi ons	0.00	PF-22128 Asbestos Amendatory. pdf
Approved	Automobile Endorsement	PF-22129 (4/07)	Endorseme New nt/Amendm ent/Condi ons	0.00	PF-22129 CPLC II Automobile Endt.pdf
Approved	Automobile Endorsement with Sublimit	PF-22130 (4/07)	Endorseme New nt/Amendm ent/Condi ons	0.00	PF-22130 CPLC II Automobile Endt Sublimit.pdf
Approved	Blanket Waiver of Subrogation - CPL	PF-22131 (4/07)	Endorseme New nt/Amendm ent/Condi ons	0.00	PF-22131 Blanket Waiver of Subrogation CPL Endorsemen t.pdf
Approved	Broad Form Named Insured	PF-22132 (4/07)	Endorseme New nt/Amendm ent/Condi ons	0.00	PF-22132 Broad Named Insured.pdf
Approved	Cancellation Endorsement	PF-22133 (4/07)	Endorseme New nt/Amendm ent/Condi ons	0.00	PF-22133 Cancellation Endt.pdf
Approved	Exterior Insulation and finish System (EIFS) Exclusion Endorsement	PF-22137 (4/07)	Endorseme New nt/Amendm ent/Condi ons	0.00	PF-22137 EIFS Excl.pdf
Approved	Dedicated Project Limit	PF-22136 (04/07)	Endorseme New nt/Amendm	0.00	PF-22136 Dedicated

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 Product Name: 07-GL-267(F)
 Project Name/Number: Contractors Pollution Liability Policy/07-GL-267(F)

	Endorsement - CPL		ent/Condi tions		Project Limit Endorsemen t - CPL.pdf
Approved	ERP Term Enactment	PF-22138 (4/07)	Endorseme New nt/Amendm ent/Condi ons	0.00	PF-22138 ERP Term Enactment.p df
Approved	Fungi Exclusion Endorsement	PF-22140 (4/07)	Endorseme New nt/Amendm ent/Condi ons	0.00	PF-22140 Fungi Excl.pdf
Approved	Fungi Sublimit Increase	PF-22141 (4/07)	Endorseme New nt/Amendm ent/Condi ons	0.00	PF-22141 Fungi Sub Increase1.pd f
Approved	Fungi Sublimit Endorsement Subject to Training	PF-22142 (4/07)	Endorseme New nt/Amendm ent/Condi ons	0.00	PF-22142 Fungi Sub Training1.pdf
Approved	Fungi Sublimit CPLC	PF-22143 (4/07)	Endorseme New nt/Amendm ent/Condi ons	0.00	PF-22143 Fungi Sublimit CPLC.pdf
Approved	Independent Counsel Endorsement	PF-22144 (4/07)	Endorseme New nt/Amendm ent/Condi ons	0.00	PF-22144 Independent Counsel.pdf
Approved	Jurisdiction and Venue Amendatory Endorsement	PF-22145 (4/07)	Endorseme New nt/Amendm ent/Condi ons	0.00	PF-22145 Jurisdiction and Venue Amendatory. pdf
Approved	Jurisdiction and Venue and Choice of Law Amendatory Endorsement	PF-22146 (4/07)	Endorseme New nt/Amendm ent/Condi ons	0.00	PF-22146 Jurisdiction and Venue Choice of Law.pdf
Approved	Lead Based Paint	PF-22147 (4/07)	Endorseme New	0.00	PF-22147

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Exclusion	nt/Amendm ent/Condi ons	Lead Based Paint Exclusion.pd f
Approved Named Insured v. PF-22148 (4/07) Named Insured	Disclosure/ New Notice	0.00 PF-22148 Named Insured v. Named Insured.pdf
Approved Schedule of Non- PF-22149 (4/07) Owned Disposal Sites w/ Sublimit	Endorseme New nt/Amendm ent/Condi ons	0.00 PF-22149 NODs Schedule w. Sublimit.pdf
Approved Notice of PF-22150 (4/07) Cancellation - (90) Days CPL	Endorseme New nt/Amendm ent/Condi ons	0.00 PF-22150 Notice of Cancel CPL 90.pdf
Approved Notice of PF-22151 (4/07) Cancellation (120) Days CPL	Endorseme New nt/Amendm ent/Condi ons	0.00 PF-22151 Notice of Cancel CPL 120.pdf
Approved OCIP Insured v. PF-22152 (4/07) Insured	Endorseme New nt/Amendm ent/Condi ons	0.00 PF-22152 OCIP Insured vs.Insured.p df
Approved Ownership PF-22153 (4/07) Interest - 15 Percent Exclusion	Disclosure/ New Notice	0.00 PF-22153 Ownership Interest 15 percent Exclusion Endt.pdf
Approved Ownership PF-22154 (4/07) Interest Exclusion Endorsement	Endorseme New nt/Amendm ent/Condi ons	0.00 PF-22154 Ownership Interest Exclusion Endt.pdf
Approved Primary PF-22155 (4/07)	Endorseme New	0.00 PF-22155

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Insurance - CPL	nt/Amendm ent/Condi ons	Primary Insurance CPL Endorsemen t.pdf
Approved Project XS PF-22156 (4/07) Endorsement - CPL	Endorseme New nt/Amendm ent/Condi ons	0.00 PF-22156 Project XS Endorsemen t CPL.pdf
Approved Reduced SIR PF-22157 (4/07) Agreement Endorsement	Endorseme New nt/Amendm ent/Condi ons	0.00 PF-22157 Reduced SIR Agreement.p df
Approved Residential Work PF-22158 (4/07) EIFS Exclusion CPI	Endorseme New nt/Amendm ent/Condi ons	0.00 PF-22158 Residential Work EIFS Exclusion CPL.pdf
Approved Residential Work PF-22159 (4/07) Exclusion Endorsement	Endorseme New nt/Amendm ent/Condi ons	0.00 PF-22159 Residential Work Excl.pdf
Approved Schedule of Non- PF-22160 (4/07) Owned disposal Site(s) Endorsement	Endorseme New nt/Amendm ent/Condi ons	0.00 PF-22160 Sched of NODS.pdf
Approved Separately PF-22161 (4/07) Insured project Exclusion - CPL	Endorseme New nt/Amendm ent/Condi ons	0.00 PF-22161 Separately Insured Project Exclusion.pd f
Approved SIR to Deductible PF-22162 (4/07)	Endorseme New nt/Amendm ent/Condi ons	0.00 PF-22162 SIR to a Deductible.p df
Approved Waiver of PF-22163 (4/07)	Endorseme New	0.00 PF-22163

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Approval	Description	Policy/Date	Endorsement/Condition	Value	Attachment
	Subrogation CPI - Project Specific		nt/Amendment/Conditions		Waiver of Subrogation CPL - Project Specific.pdf
Approved	Watercraft Endorsement	PF-22164 (4/07)	Endorsement/Amendment/Conditions	0.00	PF-22164 Watercraft Endt.pdf
Approved	Wrap-Up Additional Named Insured - CPL Endorsement	PF-22165 (4/07)	Disclosure/ New Notice	0.00	PF-22165 Wrap-Up Additional Named Insured CPL.pdf
Approved	OFAC Policyholder Notice	IL P 001 01 04 01 04	Disclosure/ New Notice	0.00	IL P 001 01 04 OFAC Notice.pdf
Approved	ACE Producer Compensation Practices & Policies	ALL-20887 (10/06)	Other New	0.00	ALL20887 ACE Producer Compensation Practices & Policies.pdf
Approved	Trade or Economic Sanctions Endorsement	ALL-21101 (11/06)	Endorsement/Amendment/Conditions	0.00	ALL21101 Trade or Economic Sanctions Endt.pdf
Approved	Signature Page - Admitted	CC-1K11e (02/06)	Other New	0.00	Cc1k11e Signatures Admitted.pdf
Approved	Arkansas Changes - Cancellation and NonRenewal	LD-2S52b (08/01)	Endorsement/Amendment/Conditions	0.00	AR.pdf
Approved	Extended	PF-22666 (09/07)	Endorsement New	0.00	AR- PF-

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Reporting Period	nt/Amendm	22666_Ext
Endorsement -	ent/Condi	ended
Arkansas	ons	Reporting
		Period.pdf



This Policy is issued by the stock insurance company listed above (herein called the “Insurer”).

THIS IS A CLAIMS MADE POLICY. PLEASE READ THIS POLICY CAREFULLY. SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE RIGHTS AND DUTIES. LEGAL DEFENSE EXPENSES ARE SUBJECT TO AND WILL ERODE THE LIMITS OF LIABILITY AND ANY APPLICABLE SELF-INSURED RETENTION.

Throughout this Policy the words “the Insurer” shall refer to the company providing this insurance. Other words and phrases that appear in quotation marks have special meanings and are defined in Section V. – Definitions.

In consideration of the payment of the Premium and in reliance upon all statements made in the Application to this Policy, including the information furnished in connection therewith, and subject to all terms, definitions, conditions, exclusions, and limitations of this Policy, the Insurer agrees to provide insurance coverage to the “insured” as described herein.

I. INSURING AGREEMENT

To pay on behalf of the “insured” all “loss” incurred in excess of the “self-insured retention” which the “insured” becomes legally obligated to pay, resulting from “claims” arising from a “pollution condition(s)”.

This insurance shall only apply if:

1. The “pollution condition(s)” results from “covered operations”; and
2. The “claim” is first made against the “insured” and reported to the Insurer, in writing, during the “policy period”, or “extended reporting period”, if applicable; and
3. The “covered operations” which result in a “claim” first commence on or after the Retroactive Date, if any, shown in Item 3. of the Declarations and before the end of the “policy period”. If no Retroactive Date is shown in the Declarations, the “covered operations” must first commence during the “policy period”.

II. LIMITS OF LIABILITY AND SELF-INSURED RETENTION

- A. It is expressly agreed that liability for any “loss” shall attach to the Insurer only after the “insured” shall have paid, in the applicable legal currency, the full amount of the “self-insured retention” for “loss” covered under the Policy. Under no circumstances shall the Insurer be liable to pay any amount within the “self-insured retention”.
- B. The “self-insured retention” shall apply to all “claim(s)”, “remediation cost(s)”, and “legal defense expense(s)” arising from the same, continuous, repeated or related “pollution condition”.
- C. The Aggregate Limit shown in Item 4.b. of the Declarations shall be the maximum liability of the Insurer under this Policy with respect to all “loss” during the “policy period” irrespective of the time of payment by the Insurer.
- D. Subject to Paragraph C. above, the Per Claim Limit shown in Item 4.a. of the Declarations is the most the Insurer shall pay for all “loss” arising from the same or related “pollution condition”.

III. DEFENSE AND SETTLEMENT

- A. Except as otherwise specified in Section IV. of this Policy, the Insurer will have the right and the duty to defend the “insured” against a “claim” to which this insurance applies. The Insurer shall have no duty to defend the “insured” against any “claim(s)” to which this insurance does not apply. The Insurer’s duty to defend ends once the Limits of Liability are exhausted or are tendered into a court of applicable jurisdiction, or once the “insured” refuses a settlement offer as provided in Paragraph E. below.
- B. The Insurer will have the right to select legal counsel to represent the “insured” for the investigation, adjustment, and defense of any “claim(s)” covered under this Policy. Selection of legal counsel by the Insurer shall not be done without the consent of the “insured”; such consent shall not be unreasonably withheld. “Legal defense expense(s)” incurred prior to the selection of legal counsel by the Insurer will not be covered under this Policy, or credited against the “self-insured retention”.

- C. The “insured” will have the right and the duty to retain a qualified environmental consultant(s) to perform any investigation and/or remediation of any “pollution condition(s)” covered under this Policy. The “insured” must receive the written consent of the Insurer prior to the selection and retention of such consultant, except in the event of an “emergency response”. Any costs incurred prior to such consent will not be covered under this Policy or credited against the “self-insured retention”, except in the event of an “emergency response”.
- D. “Legal defense expense” reduces the Limits of Liability shown in Item 4. of the Declarations and shall be applied to the “self-insured retention”.
- E. The Insurer will present all settlement offers to the “insured”. If the Insurer recommends a settlement which is acceptable to a claimant, exceeds any applicable “self-insured retention”, is within the Limits of Liability, and does not impose any additional unreasonable burden(s) on the “insured”, and the “insured” refuses to consent to such settlement offer, then the Insurer’s duty to defend shall end. The “insured” shall defend such “claim” independently. The Insurer’s liability shall not exceed the amount for which the “claim” could have been settled had the Insurer’s recommendation been accepted, exclusive of the “self-insured retention”.

IV. COVERAGE TERRITORY

This Policy shall afford coverage for “claims” arising from “covered operations” performed worldwide, provided that any legal action is initiated and any “claim” is made within the United States, including its territories and possessions, Puerto Rico and Canada. This Policy shall not afford coverage for any risk which would otherwise be in violation of the laws of the United States including, but not limited to, economic or trade sanction laws or export control laws administered by the United States Government.

V. DEFINITIONS

- A. “Additional insured” means:
 - 1. the person(s) or entity(ies) specifically endorsed onto this Policy as an “additional insured(s)”, if any. Such “additional insured(s)” shall maintain only those rights under this Policy as are specified by endorsement; and
 - 2. all clients of the “named insured(s)”, but only when required by written contract or agreement and solely with respect to the “covered operations” performed by or on behalf of the “named insured(s)” for that client. However, such clients are covered solely with respect to “loss” arising from “covered operations” and are not covered for any “loss” arising from the clients’ own liability.
- B. “Bodily injury” means physical injury, sickness, illness, disease, mental anguish, emotional distress, or shock, sustained by any person, including death resulting therefrom.
- C. “Claim” means the assertion of a legal right, including but not limited to suits or other actions, alleging responsibility or liability on the part of the “insured” for “loss” arising out of “pollution conditions” to which this insurance applies.
- D. “Covered operations” means those operations performed by or on behalf of the “named insured(s)” specifically listed in Item 8. of the Declarations.
- E. “Emergency response” means actions taken, and reasonable “remediation costs” incurred by the “insured” to abate and/or respond to an imminent and substantial threat to human health or the environment arising from a “pollution condition” resulting from “covered operations”.
- F. “Extended reporting period” means the additional period of time in which to report a “claim(s)” first made against the “insured” subsequent to the end of the “policy period”, arising from a “pollution condition(s)” resulting from “covered operations” to which this insurance applies. Such “covered operations” must commence subsequent to any applicable Retroactive Date, and before the end of the “policy period”.
- G. “First named insured” means the person or entity as shown in Item 1. of the Declarations. The “first named insured” is the party responsible for payment of all premiums and “self-insured retention(s)”. The “first named insured” will also serve as the sole agent on behalf of all “insureds” with respect to the provision and receipt of notice(s), including notice of cancellation or non-renewal, receipt and acceptance of any endorsement(s) or any other change(s) to this Policy, return of any premium, assignment of any interest(s) under this Policy, as well as the exercise of any applicable “extended reporting period”, unless any such responsibilities are otherwise designated by endorsement.
- H. “Fungi” means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents, or byproducts produced or released by “fungi”.

- I. "Insured" means the "first named insured," any "named insured(s)," any "additional insured(s)," and any past or present director, officer, partner or employee of any "insured" while acting within the scope of his or her duties as such. "Insured" also means any "named insured" with regard to its participation in a joint venture, but solely with respect to the "named insured's" liability arising from its performance of "covered operations" under the joint venture.
- J. "Insured contract" means that part of any contract or agreement pertaining to "covered operations" whereby the "named insured(s)" assumes the liability of another party to pay for "bodily injury", "property damage" or "remediation costs" to a third party or organization.
- K. "Legal defense expense" means reasonable legal costs, charges and expenses, including expert charges, incurred by the "insured" in the investigation, adjustment, or defense of "claims" or suits.
- L. "Loss" means "bodily injury", "property damage", or "remediation costs" and related "legal defense expense".
- M. "Low level radioactive waste" means waste that is radioactive but not classified as the following: high-level waste (spent nuclear fuel or the highly radioactive waste produced if spent fuel is reprocessed), uranium milling residues, and waste with greater than specified quantities of elements heavier than uranium.
- N. "Mixed waste" means waste containing both radioactive and hazardous components as defined under United States law by the Atomic Energy Act and the Resource Conservation and Recovery Act as each may be amended.
- O. "Named insured" means the "first named insured" and any person(s) or entity(ies) specifically endorsed onto this Policy as a "named insured(s)", if any. Such "named insured(s)" shall maintain the same rights under this Policy as the "first named insured" unless otherwise specified by endorsement.
- P. "Natural resource damage" means injury to, destruction of, or loss of, including the resulting loss of value of fish, wildlife, biota, land, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et. seq.)), any state or local government, any foreign government, or any Indian Tribe, or, if such resources are subject to a trust restriction on alienation, any members of any Indian Tribe, including the reasonable costs of assessing such injury, destruction or loss resulting therefrom.
- Q. "Non-owned disposal site" means a site not owned or operated by the "insured" and in which the "insured" maintains no ownership interest, which receives or has received the "insured's" waste.
- R. "Policy period" means the period shown in Item 2. of the Declarations, or any shorter period resulting from the cancellation of this Policy.
- S. "Pollution condition" means the discharge, dispersal, release, escape, migration, or seepage of any solid, liquid, gaseous or thermal irritant, contaminant, or pollutant, including smoke, soot, vapors, fumes, acids, alkalis, chemicals, "fungi", hazardous substances, hazardous materials, or waste materials, on, in, into, or upon land and structures thereupon, the atmosphere, surface water or groundwater. For the purpose of this definition, waste materials includes, but is not limited to, "low level radioactive waste" and "mixed waste".
- T. "Property damage" means any of the following which arise from the performance of "covered operations":
 1. Physical injury to, or destruction of, tangible property owned by third parties, including all resulting loss of use of that property;
 2. Loss of use of tangible property owned by third parties, that is not physically injured or destroyed;
 3. Diminished value of property owned by third parties; and
 4. "Natural resource damages".
- U. "Remediation costs" means reasonable expenses incurred to investigate, quantify, monitor, mitigate, abate, remove, dispose, treat, neutralize, or immobilize "pollution conditions" to the extent required by applicable law. "Remediation costs" shall also include:
 1. Reasonable legal cost, where such cost has been incurred by an "insured" with the prior written consent of the Insurer; and
 2. Reasonable expenses required to restore, repair or replace real or personal property, owned by third parties, to substantially the same condition it was in prior to being damaged during the course of responding to a "pollution condition(s)".

- V. "Responsible insured" means any employee of an "insured" responsible for environmental affairs, control, or compliance of a "covered operation", and any officer, director, or partner of an "insured".
- W. "Self-insured retention" means the dollar amount shown in Item 5. of the Declarations or as otherwise designated by endorsement, if any.
- X. "Terrorism" means activities against persons, organizations or property of any nature:
 1. That involve the following or preparation for the following:
 - a. Use or threat of force or violence; or
 - b. Commission or threat of a dangerous act; or
 - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 2. When one or both of the following applies:
 - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
- Y. "War" means war, whether or not declared, civil war, martial law, insurrection, revolution, invasion, bombardment or any use of military force, usurped power or confiscation, nationalization or damage of property by any government, military or other authority.

VI. EXCLUSIONS

This insurance does not apply to "loss" arising out of or related to:

A. Asbestos

The presence or dispersal of asbestos or asbestos containing materials. This exclusion shall not apply to the following:

1. Asbestos abatement operations performed on behalf of the "named insured(s)" by a certified and insured asbestos abatement subcontractor;
2. The inadvertent disturbance of asbestos or asbestos containing materials by or on behalf of the "named insured(s)" during the course of performing "covered operations".

B. Contractual Liability

Any liability of others assumed by the "insured" through contract or agreement. This exclusion does not apply to liability:

1. That the "insured" would have in the absence of such contract or agreement;
2. Assumed in an "insured contract", provided that the "claim(s)" or "pollution condition(s)" occurs subsequent to the execution of the contract or agreement;
3. Arising from "covered operations" performed by subcontractors of the "named insured(s)", provided such liability is assumed by the "named insured(s)" in a written contract or agreement with its indemnitee for such "covered operations" and the "claims(s)" or "pollution condition(s)" occurs subsequent to the execution of the contract or agreement.

C. Employer's Liability

"Bodily injury" to:

1. An "insured" or an employee of its parent, subsidiary or affiliate:
 - a. Arising out of and in the course of employment by any "insured" or its parent, subsidiary or affiliate; or
 - b. Performing duties related to the conduct of the "insured's" business.
2. The spouse, child, parent, brother or sister of such "insured" or employee of its parent, subsidiary or affiliate as a consequence of Paragraph 1. above.

This exclusion applies:

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

This exclusion does not apply to liability assumed by the “named insured(s)” under an “insured contract”.

D. Fines and Penalties

Payment of fines, penalties, punitive, exemplary or multiplied damages based upon or arising out of any “insured’s” knowing, willful or deliberate noncompliance with any statute, regulation, ordinance or administrative complaint. This exclusion also applies to any legal costs associated with such fines and penalties. This exclusion will not apply to coverage for punitive damages where such coverage is allowable by law.

E. Insured’s Internal Expenses

Expenses incurred by an “insured” for services performed by the salaried staff and any employees of the “insured”.

F. Intentional Acts

Any acts of the “insured” which are based upon or otherwise attributed to the “insured’s” dishonest, intentional, fraudulent, malicious, deliberate or knowingly wrongful act or non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body. This exclusion shall not apply to any “insured” that did not personally acquiesce in or remain passive after having personal knowledge of one or more of the acts described above.

G. Known Conditions

“Pollution conditions” in existence prior to the “policy period” caused by “covered operations” performed by or on behalf of the “named insured(s)”, or arising out of any resumption, change or continuation of such “pollution conditions”, if any “responsible insured” knew or reasonably could have foreseen prior to the “policy period” that such “pollution conditions” could give rise to a “claim”.

H. Non-Owned Disposal Sites (NODS)

“Pollution conditions” on, at, or migrating from a “non-owned disposal site”. This exclusion shall not apply to any “non-owned disposal site” listed on the Schedule of Non-Owned Disposal Sites Endorsement, if any.

I. Products Liability

Any goods or products manufactured, sold, or distributed by the “insured”.

J. Professional Liability

The “insured’s” rendering of or failure to render professional services, including, but not limited to, recommendations, opinions, and strategies rendered for architectural, consulting, design and engineering work, such as drawings, designs, maps, reports, surveys, change orders, plan specifications, assessment work, remedy selection, site maintenance, equipment selection, and related construction management, supervisory, inspection or engineering services. This exclusion shall not apply to “pollution conditions” that arise as a result of “covered operations” performed by or on behalf of the “named insured(s)”.

K. Vehicles

“Pollution conditions” resulting from the use, maintenance or operation of an automobile, aircraft, watercraft or other conveyance. This exclusion shall not apply to the use of an automobile, aircraft, watercraft or other conveyance reasonably related to the “covered operations” of the “insured”, including loading and unloading, within the boundaries of the locations where “covered operations” are being performed.

L. War or Terrorism

“Pollution conditions” attributable, whether directly or indirectly, to any acts that involve, or that involve preparation for, “war” or “terrorism” regardless of any other cause or event that contributes concurrently or in any sequence to the injury or damage.

M. Workers' Compensation

The Jones Act or any workers' compensation, unemployment compensation, or disability benefits law or related laws.

VII. REPORTING AND COOPERATION

A. The "insured" must see to it that the Insurer receives written notice of any "claim" or "pollution condition", as soon as practical, at the address specified in Item **7.a.** of the Declarations. Notice should include reasonably detailed information as to:

1. The identity of the "insured", including contact information for an appropriate person to contact regarding the handling of the "claim" or "pollution condition";
2. A description of the "covered operations";
3. The location of the "pollution condition";
4. The nature of the "claim" or "pollution condition"; and
5. Any steps undertaken by the "insured" to respond to the "claim" or "pollution condition".

In the event of a "pollution condition", the "insured" must also take all reasonable measures to provide immediate verbal notice to the Insurer.

B. The "insured" must:

1. Immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with any "claim";
2. Authorize the Insurer to obtain records and other information;
3. Cooperate with the Insurer in the investigation, settlement or defense of the "claim";
4. Assist the Insurer, upon the Insurer's request, in the enforcement of any right against any person or organization which may be liable to the "insured" because of injury or damage to which this Policy may also apply; and
5. Provide the Insurer with such information and cooperation as it may reasonably require.

C. No "insured(s)" shall make or authorize an admission of liability or attempt to settle or otherwise dispose of any "claim" without the written consent of the Insurer. Nor shall any "insured(s)" retain any consultants or legal counsel, or incur any "legal defense expense" or "remediation costs" without the prior written consent of the Insurer, except in the event of an "emergency response".

Upon the discovery of a "pollution condition", the "insured" shall make every attempt to mitigate any "loss" and comply with applicable laws. The Insurer shall have the right, but not the duty, to mitigate such "pollution conditions" if, in the sole judgment of the Insurer, the "insured" fails to take reasonable steps to do so. In that event, any "remediation costs" incurred by the Insurer shall be deemed incurred by the "insured", and shall be subject to the "self-insured retention" and Limits of Liability listed in the Declarations.

VIII. EXTENDED REPORTING PERIOD

A. The "first named insured" shall be entitled to a basic "extended reporting period", and may purchase an optional supplemental "extended reporting period", following cancellation, as described in Paragraph **A.1.** of Section **IX.** General Conditions, or nonrenewal.

B. "Extended reporting periods" shall not reinstate or increase any of the Limits of Liability. "Extended reporting periods" shall not extend the "policy period" or change the scope of coverage provided. A "claim" first made against an "insured" and reported to the Insurer within the basic "extended reporting period" or supplemental "extended reporting period", whichever is applicable, will be deemed to have been made on the last day of the "policy period".

C. Provided the "first named insured" has not purchased any other insurance to replace this insurance, the "first named insured" shall have a sixty (60) day basic "extended reporting period" without additional charge.

- D. The “first named insured” shall be entitled to purchase a supplemental “extended reporting period” of up to thirty-four (34) months for not more than 200% of the full policy premium shown in Item 6. of the Declarations. Such supplemental “extended reporting period” starts when the basic “extended reporting period” ends. The Insurer will issue an endorsement providing a supplemental “extended reporting period” provided that the “first named insured”:
1. Makes a written request, to the address shown in Item 7.b. of the Declarations, for such endorsement which the Insurer receives within the sixty (60) days following the expiration of the “policy period”; and
 2. Pays the additional Premium when due. If that additional Premium is paid when due, the supplemental “extended reporting period” may not be cancelled, provided that all other terms and conditions of the Policy are met.

IX. GENERAL CONDITIONS

A. Cancellation

1. This Policy may be cancelled only by the “first named insured”, or through the “first named insured’s” agent, by mailing to the Insurer, at the address listed in Item 7.b. of the Declarations, written notice stating when such cancellation shall be effective. In the event of cancellation by the “first named insured”, the minimum earned premium percentage indicated on the Declarations shall apply as of the date coverage is bound.
2. This Policy may be cancelled by the Insurer for the following reasons:
 - a. Non-payment of premium;
 - b. Fraud or material misrepresentation on the part of any “insured”, such as can be proven in a court of law;
 - c. Material change in the “covered operations” from the description identified in the Application to this Policy and supporting materials which results in a materially increased likelihood of “claims” or “pollution conditions”;

by mailing to the “first named insured” at the “first named insured’s” last known address, written notice stating when, not less than sixty (60) days thereafter, fifteen (15) days if cancellation is for non-payment of any unpaid portion of the premium, such cancellation shall be effective. The mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the “policy period”.

B. Inspection and Audit

To the extent of the “insured’s” ability to provide such access, and with reasonable notice to the “insured”, the Insurer shall be permitted, but not obligated, to inspect the “insured’s” property and/or operations. Neither the Insurer’s right to make inspections, the making of said inspections, nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the “insured” or others, to determine or warrant that such property or operations are safe or in compliance with applicable laws.

The Insurer may examine and audit the “insured’s” books and records during this “policy period” and extensions thereof and within three (3) years after the final termination of this Policy.

C. Legal Action Against the Insurer

No person or organization, other than an “insured”, has a right under this Policy:

1. To join the Insurer as a party or otherwise bring the Insurer into a suit against any “insured”; or
2. To sue the Insurer in connection with this insurance unless all of the Policy terms have been fully complied with.

A person or organization may sue the Insurer to recover after an agreed settlement or on a final judgment against an “insured”. However, the Insurer will not be liable for amounts that are not payable under the terms of this Policy or that are in excess of the applicable Limit of Liability. An agreed settlement means a settlement and release of liability signed by the Insurer, the “insured” and the claimant or the claimant’s legal representative.

D. Bankruptcy

Bankruptcy or insolvency of the “insured” or of the “insured’s” estate shall not relieve the Insurer of any of its obligations hereunder.

E. Subrogation

In the event of any payment under this Policy by the Insurer, the Insurer shall be subrogated to all of the "insured's" rights of recovery against any person or organization, and the "insured(s)" shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The "insured(s)" shall do nothing to prejudice such rights. Any recovery as a result of subrogation proceedings arising under this Policy shall accrue first to the "insured(s)" to the extent of any payments in excess of the limit of coverage; then to the Insurer to the extent of its payment under the Policy; and then to the "insured(s)" to the extent of the "self-insured retention." Expenses incurred in such subrogation proceedings shall be apportioned among the interested parties in the recovery in the proportion that each interested party's share in the recovery bears to the total recovery.

F. Representations

By accepting this Policy, the "first named insured" agrees that:

1. The statements in the Declarations, Schedules, and Application for this Policy are accurate and complete;
2. Those statements are based upon representations the "first named insured" made to the Insurer; and
3. This Policy has been issued in reliance upon the "first named insured's" representations.

G. Separation of Insureds

Except with respect to the Limits of Liability, Cancellation Conditions **2.a.** and **2.b.**, and any obligations specifically assigned to the "first named insured", this Policy applies:

1. As if each "insured" were the only "insured";
2. Separately to each "insured" against whom a "claim" is made.

H. Other Insurance

If other valid and collectible insurance is available to the "insured(s)" covering a "loss" also covered by this Policy, other than a policy that is specifically written to apply in excess of this Policy, the insurance afforded by this Policy shall apply in excess of and shall not contribute with such other insurance.

I. Jurisdiction and Venue

It is agreed that in the event of the failure of the Insurer to pay any amount claimed to be due hereunder, the Insurer and the "insured" will submit to the jurisdiction of the State of New York and will comply with all requirements necessary to give such court jurisdiction. Nothing in this clause constitutes or should be understood to constitute a waiver of the Insurer's right to remove an action to a United States District Court.

J. Choice of Law

All matters arising hereunder including questions relating to the validity, interpretation, performance, and enforcement of this Policy shall be determined in accordance with the law and practices of the State of New York.

K. Changes and Assignment

Notice to or knowledge possessed by any person shall not effect waiver or change in any part of this Policy or stop the Insurer from asserting any right under the terms of this Policy. The terms, definitions, conditions, exclusions and limitations of this Policy shall not be waived or changed, and no assignment of any interest under this Policy shall bind the Insurer, except as provided by endorsement and attached to this Policy.

L. Headings

The descriptions in the headings and sub-headings of this Policy are inserted solely for convenience and do not constitute any part of the terms or conditions hereof.

M. Consent

Where the consent of the Insurer, or an "insured", is required under this Policy, such consent shall not be unreasonably withheld, delayed, conditioned, or denied.



ACE American Insurance Company

Contractors Pollution Liability II Insurance Policy Claims-Made Coverage (Declarations)

This Policy is issued by the stock insurance company listed above (herein called the “Insurer”).

THIS IS A CLAIMS MADE POLICY. PLEASE READ THIS POLICY CAREFULLY. SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE RIGHTS AND DUTIES. LEGAL DEFENSE EXPENSES ARE SUBJECT TO AND WILL ERODE THE LIMITS OF LIABILITY AND ANY APPLICABLE SELF-INSURED RETENTION.

THE DECLARATIONS, TOGETHER WITH THE COMPLETED AND SIGNED APPLICATION, THIS POLICY, AND ANY ENDORSEMENTS OR SCHEDULES ATTACHED HERETO, CONSTITUTE THE INSURANCE POLICY.

Policy No.: CPM	Renewal of:
Item 1. First Named Insured:	
Address:	

Item 2.	Policy Period: Local Time of the Address Shown in Item 1.	Policy Inception Date: 12:01 A.M.	Policy Expiration Date: 12:01 A.M.
Item 3.	Retroactive Date:		
Item 4.	Limits of Liability:	a. \$ Per Claim Limit b. \$ Aggregate Limit	
Item 5.	Self-Insured Retention:	\$ Per Loss	

Item 6.	Premium: In US Dollars	\$	(The entire amount of this premium shall be minimum earned as of the first day of the Policy Period indicated in Item. 2. above.)
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Item 7.	a. Notice of Claim or Pollution Condition	b. All other Notices
Notices	ACE Casualty Risk Claims 140 Broadway, 40 th Floor New York, NY 10005 Attn: Environmental Claims Unit Facsimile: (646) 458-5933	Unit Underwriting Officer ACE Casualty Risk P.O. Box 1000 436 Walnut Street – WA 07A Philadelphia, PA 19106
	24 Hour Emergency Response Hotline	1-888-310-9553

Item 8.	Covered Operations:	<input type="checkbox"/> if checked here, schedule of Covered Operations is designated via endorsement.
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Item 9.	Producer: Name & Address	
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Policy Form No. PF-21864 (02/07) Contractors Pollution Liability II Insurance Policy; Claims-Made Coverage

Endorsements and Notices Attached at Policy Issuance:

Endorsement Number:	Form Number:	Form Name:

IN WITNESS WHEREOF, the Insurer has caused this Policy to be countersigned by a duly authorized representative of the Insurer.

DATE: _____
MO/DAY/YR

AUTHORIZED REPRESENTATIVE

FRAUD WARNING

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

TERRORISM RISK INSURANCE ACT (“TRIA”) ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Terrorism Premium (Certified Acts) through 12/31/07: **\$00.00**

In consideration of the additional premium indicated above, which is included in the Premium as listed on the Declarations, the “insured” and the Insurer hereby agree to the following Policy change(s):

- A.** With respect to any exclusion of “Terrorism” in this Policy or attached to this Policy by endorsement, such exclusion does not apply to a “certified act of terrorism”, as defined in Paragraph C., below.
- B.** With respect to any one or more “certified acts of terrorism”, the Insurer will not pay any amounts for which the Insurer is not responsible under the terms of the federal Terrorism Risk Insurance Act of 2002 (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on the Insurer’s liability for payments for terrorism losses.
- C.** “Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002, as extended by the Terrorism Risk Insurance Extension Act of 2005. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a “certified act of terrorism”:
 - 1. The act resulted in aggregate losses in excess of \$5 million; and
 - 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- D.** Regardless of any coverage afforded for punitive damages under this Policy, coverage shall not be afforded for damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.
- E.** The coverage afforded under this endorsement shall expire at the earlier of the following dates:
 - 1. The end of the “Policy Period”, as indicated on the Declarations; or
 - 2. December 31, 2007.
- F.** The premium for certified acts of terrorism coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in the Terrorism Risk Insurance Act of 2002, as extended by the Terrorism Risk Insurance Extension Act of 2005. The federal program established by the Act is scheduled to terminate at the end of 12/31/07 unless extended by the federal government.
- G.** If the “Policy Period” for this Policy extends beyond December 31, 2007, and the Terrorism Risk Insurance Act of 2002 is extended beyond that date, or similar legislation is passed, either of which mandate that Insurer make available coverage for “certified acts of terrorism”, coverage for same shall be made available, in accordance with such legislation. In that event, if the “insured” elects to purchase the coverage, such coverage will be added this Policy, via endorsement, and the Insurer reserves the right to charge additional premium.

Under the formula set forth in the Terrorism Risk Insurance Act of 2002, as extended by the Terrorism Risk Insurance Extension Act of 2005, the United States government pays 90% (85% in 2007) of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The portion of your annual premium that is attributable to coverage for acts of terrorism is indicated above and does not include any charges for the portion of losses covered by the federal government under the act.

All other terms and conditions of the policy remain unchanged.

Authorized Agent



Insurance Company
Policyholder
Policy Number
Broker/Producer

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as extended on December 22, 2005, that you now have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES GOVERNMENT PAYS 90% (85% IN 2007) OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

You have been notified that under the Terrorism Risk Insurance Act of 2002, as extended on December 22, 2005, you were given the right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General, of the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States to influence the policy or affect the conduct of the United States Government by coercion.

RESPONSIBILITY FOR COMPENSATION UNDER THE ACT IS SHARED BETWEEN INSURANCE COMPANIES COVERED BY THE ACT AND THE UNITED STATES. ANY COVERAGE PURCHASED FOR LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES GOVERNMENT PAYS 90% (85% IN 2007) OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

You elected **NOT** to purchase terrorism coverage under the Act at the price indicated. ACCORDINGLY, WE WILL **NOT** PROVIDE THIS COVERAGE AND YOU DO NOT OWE THE ADDITIONAL PREMIUM FOR THAT COVERAGE INDICATED BELOW.

Terrorism coverage described by the Act under your policy was made available to you for additional premium in the amount of \$ _____, however you elected to decline such coverage.

ADDITIONAL INSURED – DEFENSE ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The “insured” and the Insurer hereby agree to the following Policy change(s):

- I. The entity(s) listed below shall be considered an “additional insured(s)” under this Policy, but only with respect to liability arising out of “covered operations” shown in the Declarations of the Policy performed by or on behalf of the “named insured(s)”.

Additional insured(s):

- II. Solely with respect to the “additional insured(s)” noted above, no “claim” or “pollution condition” may be reported to the Insurer pursuant to the Reporting and Cooperation section of the Policy. All “claims” or “pollution conditions” must be reported by the “first named insured” or “named insured(s)”.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

ADDITIONAL NAMED INSURED(S) ENDORSEMENT – CPL

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Premium (increase/reduction) _____

In consideration of the indicated adjustment of premium, the “insured” and the Insurer hereby agree to the following Policy change(s):

The person or organization listed below shall be considered an additional “named insured” under this Policy, but only with respect to liability arising out of the “covered operations” shown in the Declarations of the Policy, or any other “covered operations” added to the Policy by endorsement.

Additional “Named Insured(s)”:

All other terms and conditions of the policy remain unchanged.

Authorized Agent

AGGREGATED SELF-INSURED RETENTION ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following Policy change(s):

Item 5. of the Declarations to this Policy is hereby deleted in its entirety and replaced with the following:

Item 5. Self-Insured Retention:

\$_____ each "loss"; and

\$_____ in the Aggregate for all "losses"

When the Aggregate in Self Insured Retention Amount identified above is exhausted, the "self insured retention" applicable to each and every additional "loss" shall be \$_____.

All other terms and conditions of the policy remain unchanged.

Authorized Agent

ASBESTOS AMENDATORY ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following Policy change(s):

Section **VI.**, Exclusions, Subsection **A.**, Asbestos, is hereby deleted in its entirety.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

CPLC II AUTOMOBILE ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following Policy change(s):

Section VI., Exclusions, Subsection K., Vehicles, is hereby deleted in its entirety and replaced with the following:

Vehicles

"Pollution conditions" resulting from the use, maintenance or operation of an automobile, aircraft, watercraft, or other conveyance. This exclusion shall not apply to the use of vehicles reasonably related to the "covered operations" of the "insured" including loading and unloading within the boundaries of the locations where "covered operations" are being performed or during the course of transportation via automobile by or on behalf of the "named insured" to or from locations where "covered operations" are being performed.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

CPLC II AUTOMOBILE ENDORSEMENT with SUBLIMIT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following Policy change(s):

Section VI., Exclusions, Subsection K., Vehicles, is hereby deleted in its entirety and replaced with the following:

Vehicles

"Pollution conditions" arising from the use, maintenance or operation of an automobile, aircraft, watercraft, or other conveyance. This exclusion shall not apply to the use of vehicles reasonably related to the "covered operations" of the "insured" including loading or unloading, within the boundaries of the locations where "covered operations" are being performed or during the course of transportation via automobile by or on behalf of the "named insured" to or from locations where "covered operations" are being performed.

Sublimit of Liability applicable to coverage afforded under this Endorsement:

\$_____ Per "loss" (including any legal costs associated with the defense of civil fines or civil penalties).

The Sublimit of Liability identified above shall be subject to the Aggregate Limit of Liability identified in the Declarations to this Policy. Under no circumstance shall the Insurer be liable to pay any amount in excess of the Aggregate Limit of Liability.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

BLANKET WAIVER OF SUBROGATION – CPL ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The “insured” and the Insurer hereby agree to the following Policy change(s):

Section **IX.**, General Conditions, Subsection **E.**, Subrogation, is hereby deleted in its entirety and replaced with the following:

E. Subrogation

In the event of any payment under this Policy by the Insurer, the Insurer shall be subrogated to all of the “insured’s” rights of recovery against any person or organization, and the “insured” shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The “insured” shall do nothing to prejudice such rights. Notwithstanding the forgoing, the Insurer hereby waives its rights of subrogation against Clients of the Named Insured(s) where required by written contract executed prior to any “loss”.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

BROAD NAMED INSURED ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following Policy change(s):

The "first named insured" means the person or entity named in Item 1. of the Declarations and any and all corporations, partnerships, companies or other entities as have existed at any time, or as of now or may hereafter exist during the Policy Period and in which the "first named insured" did or does have a 51% ownership interest.

Any entity acquired by the "first named insured" shall be considered a "named insured" for a period of (90) days following the acquisition date. Coverage will be provided based on the legal acquisition date of such entity by the "named insured".

No coverage will be provided after the (90) days unless the entity is specifically scheduled to the policy via endorsement subject to underwriting review, approval and premium adjustments.

All other terms and conditions of the policy remain unchanged.

Authorized Agent

CANCELLATION ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The Insurer and the "insured" hereby agree to the following policy change(s):

This policy is cancelled effective_____. The pro-rata Return Premium is \$ _____.

All other terms and conditions of the policy remain unchanged.

Authorized Agent

**EXTERIOR INSULATION AND FINISH SYSTEM (EIFS)
EXCLUSION ENDORSEMENT**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The “insured” and the Insurer hereby agree to the following Policy change(s):

I. Section VI., Exclusions, is hereby amended by the addition of the following exclusion:

Exterior Insulation and Finish System (EIFS)

The design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction, or replacement of an “exterior insulation and finish system (EIFS)”, synthetic stucco, or any similar product or any part thereof, including the application or use of paints, conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a product.

II. Section V., Definitions, is hereby amended by the addition of the following definition:

“Exterior insulation and finish system (EIFS)” means synthetic stucco or any other exterior insulation and finish system used on any part of any building or structure and consisting of:

1. A rigid or semi-rigid insulation board made of expanded polystyrene or other materials;
2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
3. A reinforced base coat; and
4. A finish coat providing surface texture and color.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

DEDICATED PROJECT LIMIT ENDORSEMENT – CPL

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Premium (increase/reduction) \$ _____

In consideration of the indicated adjustment of premium, the “insured” and Insurer hereby agree to the following Policy change(s):

It is agreed that the outlined terms and conditions below will apply solely with respect to the project identified below and shall be independent and separate from other contracts endorsed onto this policy as follows:

Project Name:

Contract No.

Project Term:

Maximum Limits of Liability: \$ _____ each Loss

\$ _____ Aggregate

Retention Amount \$ _____ per Loss

Covered Operations:

All other terms and conditions of the policy remain unchanged.

Authorized Representative

EXTENDED REPORTING PERIOD ENACTMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Premium increase/(reduction) \$ _____

In consideration of the indicated adjustment of premium, the "insured" and Insurer hereby agree to the following Policy change(s):

Upon the expiration date of this policy as outlined in the Declarations, the "extended reporting period" will be in effect for the following period:

mm / day / yr to mm / day / yr

All other terms and conditions of the policy remain unchanged.

Authorized Representative

FUNGI EXCLUSION ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following Policy change(s):

I. The definition of "pollution conditions" is deleted in its entirety and replaced by the following:

"Pollution condition" means the discharge, dispersal, release, escape, migration, or seepage of any solid, liquid, gaseous or thermal irritant, contaminant or pollutant, including smoke, soot, vapors, fumes, acids, alkalis, chemicals, hazardous substances, hazardous materials, or waste materials, on, in, into, or upon land and structures thereupon, the atmosphere, surface water or groundwater. For the purpose of this definition, waste materials includes, but is not limited to "low level radioactive waste" and "mixed waste".

II. Section VI., Exclusions, is hereby amended by the addition of the following exclusion:

Fungi

The actual, alleged, or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi", regardless of whether any other cause, event, material, or product contributed concurrently or in any sequence to such injury or damage.

This exclusion shall also apply to any costs or expense arising out of the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of, or in any way responding to or assessing the effects of, "fungi", by any "insured" or by any other person or entity.

All other terms and conditions of the policy remain unchanged.

Authorized Agent

FUNGI SUBLIMIT INCREASE ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Fungi Aggregate Sublimit of Insurance _____

The "insured" and the Insurer hereby agree to the following Policy change(s):

The Insurer acknowledges that the "insured" has successfully completed a Mold Training course performed by a qualified mold trainer selected by and paid for by the Insurer within sixty (60) days of the inception date of the Policy Period. Therefore, the Fungi Aggregate Sublimit of Insurance shown above is the most the Insurer will pay with respect to all "claims" arising out of or in anyway related to, in whole or part, the actual, alleged, or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi", regardless of whether any other cause, event, material, or product contributed concurrently or in any sequence to such injury or damage.

The Fungi Aggregate Sublimit of Insurance shown above shall also apply to any costs or expenses arising out of the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remedying, or disposing of, or in any way responding to or assessing the effects of, "fungi", by any "insured" or by any other person or entity.

All other terms and conditions of the policy remain unchanged.

Authorized Agent

**FUNGI SUBLIMIT ENDORSEMENT
SUBJECT TO TRAINING**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			to
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following Policy change(s):

The Fungi Aggregate Sublimit of Insurance in the amount of \$_____ is the most the Insurer will pay with respect to all "claims" arising out of or in anyway related to, in whole or part, the actual, alleged, or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi", regardless of whether any other cause, event, material, or product contributed concurrently or in any sequence to such injury or damage.

The Fungi Aggregate Sublimit of Insurance identified above shall also apply to any costs or expense arising out of the testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remedying, or disposing of, or in any way responding to or assessing the effects of, "fungi", by any "insured" or by any other person or entity.

Increase of Sublimit

In the event the "insured" successfully completes a Mold Training course performed by a qualified mold trainer selected by and paid for by the Insurer, the Fungi Aggregate Sublimit of Insurance specified above shall be increased to \$_____ by a separate endorsement.

All other terms and conditions of the policy remain unchanged.

Authorized Agent

FUNGI SUBLIMIT ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following Policy change(s):

Retroactive Date:

\$_____ shall be the Aggregate Sublimit of Liability for all "loss" arising from or related to "fungi".

Solely with respect to all "claims" arising from, or related to, the actual, alleged, or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi", regardless of whether any other cause, event, material, or product contributed concurrently or in any sequence to such injury or damage:

- A. The Insurer agrees to pay on behalf of the "insured" all "loss" incurred in excess of a \$_____ Self Insured Retention amount per "loss", which the "insured" becomes legally obligated to pay, resulting from "claims" arising from "fungi" resulting from "Covered Operations".
- B. This insurance shall only apply if:
 - 1. The "claim" is first made against the "insured" and reported to the Insurer, in writing, during the "Policy Period"; and
 - 2. The "Covered Operations" which result in a "claim" first commence on or after the Retroactive Date, if any, shown above or before the end of the "Policy Period". If no Retroactive Date is shown above, the "Covered Operations" must first commence during the "Policy Period".

All other terms and conditions of the policy remain unchanged.

Authorized Agent

INDEPENDENT COUNSEL ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following Policy change(s):

In the event the "insured" is entitled by law to select independent counsel to defend the "insured" at the Insurer's expense, the attorney fees and all other litigation expenses the Insurer must pay to that counsel are limited to the rates the Insurer actually pays to counsel the Insured retains in the ordinary course of business in the defense of similar claims or suits in the jurisdiction where the claim arose or is being defended.

Additionally, the Insurer may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency including experience in defending claims or suits similar to the one pending against the "insured" and to require such counsel to have errors and omissions insurance coverage. As respects any such counsel, the "insured" agrees that counsel will timely respond to the Insurer's requests for information regarding the "claim" or suit.

Furthermore, the "insured" may at anytime, by its signed consent, freely and fully waive its right to select independent counsel.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

JURISDICTION AND VENUE AMENDATORY ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The “insured” and the Insurer hereby agree to the following Policy change(s):

Section **IX.**, General Conditions, Subsection **I.**, Jurisdiction and Venue, is hereby deleted in its entirety and replaced with the following:

Jurisdiction and Venue

It is agreed that in the event of the failure of the Insurer to pay any amount claimed to be due hereunder, the Insurer and the “insured” will submit to the jurisdiction of the Federal District Court for the State of _____, and will comply with all requirements necessary to give such court jurisdiction. Nothing in this clause constitutes or should be understood to constitute a waiver of the insurer’s right to remove an action to a United States District Court.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

**JURISDICTION AND VENUE AND CHOICE OF LAW
AMENDATORY ENDORSEMENT**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following Policy change(s):

Section **IX.**, General Conditions, Subsections **I.**, Jurisdiction and Venue, and **J.**, Choice of Law, are hereby deleted in their entirety and replace with the following:

Jurisdiction and Venue

It is agreed that in the event of the failure of the Insurer to pay any amount claimed to be due hereunder, the Insurer and the "insured" will submit to the jurisdiction of the Federal District Court for the State of _____, and will comply with all requirements necessary to give such court jurisdiction. Nothing in this clause constitutes or should be understood to constitute a waiver of the insurer's right to remove an action to a United States District Court.

Choice of Law

All matters arising hereunder including questions relating to the validity, interpretation, performance, and enforcement of this Policy shall be determined in accordance with the law and practices of the State of _____.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

LEAD BASED PAINT EXCLUSION ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following Policy change(s):

Section **VI.**, Exclusions is hereby amended by the addition of the following exclusion:

Lead Based Paint

The presence or dispersal of lead based paint. This exclusion shall not apply to the following:

1. Abatement of lead based paint performed on behalf of the "named insured" by a certified and insured lead based paint abatement subcontractor.
2. The inadvertent disturbance of lead based paint during the course of performing "covered operations" as outlined in the Declarations page of this policy.

All other terms and conditions of the policy remain unchanged.

Authorized Agent

**NAMED INSURED VS. NAMED INSURED EXCLUSION
ENDORSEMENT**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following Policy change(s):

Section VI., Exclusions is hereby amended by the addition of the following exclusion:

Named Insured vs. Named Insured

"Claims" made by a "named insured" against any other "named insured".

All other terms and conditions of the policy remain unchanged.

Authorized Agent

**SCHEDULE OF NON-OWNED DISPOSAL SITE(S)
ENDORSEMENT with SUBLIMIT**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following Policy change(s):

SCHEDULE OF NONOWNED DISPOSAL SITE(S)

LOCATION(S):	RETROACTIVE DATE(S):

\$_____ shall be the Aggregate Sublimit of Liability for the coverage afforded under this Endorsement. Therefore, this Aggregate Sublimit of Liability shall be the maximum amount the Insurer shall pay for all "loss" for the coverage afforded under this Endorsement. This Sublimit of Liability shall be subject to the applicable Aggregate Limit(s) of Liability identified in the Declarations to this Policy. Under no circumstance shall the Insurer be liable to pay any amount in excess of the applicable Aggregate Limit(s) of Liability.

All other terms and conditions of this policy remain unchanged.

Authorized Representative

NOTICE OF CANCELLATION – 90 DAYS ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period <p style="text-align: center;">to</p>	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The “insured” and the Insurer hereby agree to the following Policy change(s):

Section **IX.**, General Conditions, Subsection **A. 2.**, Cancellation is hereby deleted in its entirety and replaced with the following:

2. This Policy may be cancelled by the Insurer for the following reasons:

- a.** Non-payment of Premium;
- b.** Fraud or material misrepresentation on the part of any “insured” such as can be proven in a court of law;
- c.** Material change in the “covered operations” from the description identified in the Application to this policy and supporting materials which results in a materially increased likelihood of “claims” or “pollution conditions”,

by mailing to the “first named insured” at the “first named insured’s” last known address, written notice stating when not less than ninety (90) days thereafter, fifteen (15) days if cancellation is for non-payment of any unpaid portion of the premium such cancellation shall be effective. The mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the “policy period”.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

NOTICE OF CANCELLATION – 120 DAYS ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period <p style="text-align: center;">to</p>	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The “insured” and the Insurer hereby agree to the following Policy change(s):

Section **IX.**, General Conditions, Subsection **A. 2.**, Cancellation is hereby deleted in its entirety and replaced with the following:

2. This Policy may be cancelled by the Insurer for the following reasons:

- a.** Non-payment of Premium;
- b.** Fraud or material misrepresentation on the part of any “insured” such as can be proven in a court of law;
- c.** Material change in the “covered operations” from the description identified in the Application to this policy and supporting materials which results in a materially increased likelihood of “claims” or “pollution conditions”,

by mailing to the “first named insured” at the “first named insured’s” last known address, written notice stating when not less than ninety (120) days thereafter, fifteen (15) days if cancellation is for non-payment of any unpaid portion of the premium such cancellation shall be effective. The mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the “policy period”.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

OCIP NAMED INSURED V. NAMED INSURED EXCLUSION ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following Policy change(s):

Section **VI.**, Exclusions, is hereby amended by the addition of the following:

Named Insured vs. Named Insured

"Claims" made by a "named insured" against any other "named insured". However, this exclusion will not apply to "claims" asserted by _____.

All other terms and conditions of the policy remain unchanged.

Authorized Agent

OWNERSHIP INTEREST – 15% EXCLUSION ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The “insured” and the Insurer agree to the following Policy change(s):

Section **VI.**, Exclusions, is hereby amended by the addition of the following exclusion:

Ownership Interest

“Claims” arising out of any project in which the “insured” has individually or collectively maintains or maintained a financial interest of greater than 15%.

All other terms and conditions of the policy remain unchanged.

Authorized Agent

OWNERSHIP INTEREST – FULL EXCLUSION ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The “insured” and the Insurer agree to the following Policy change(s):

Section **VI.**, Exclusions, is hereby amended by the addition of the following exclusion:

Ownership Interest

“Claims” arising out of any project in which the “insured” has any ownership interest.

All other terms and conditions of the policy remain unchanged.

Authorized Agent

PRIMARY INSURANCE ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following Policy change(s):

Section **IX.**, General Conditions, Subsection **H.**, Other Insurance, is hereby deleted in its entirety and replaced with the following:

Other Insurance

If other valid and collectible insurance is available to the "insured" covering a "loss" also covered by this policy, this insurance shall apply as primary to such insurance.

All other terms and conditions of the policy remain unchanged.

Authorized Agent

PROJECT XS ENDORSEMENT – CPL

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Premium increase/(reduction) \$ _____

In consideration of the indicated adjustment of premium, the “insured” and “insurer” hereby agree to the following Policy change(s):

This endorsement shall provide Limits of Liability, as identified below, excess to the Limits of Liability as stated in the Declarations of this Policy, solely with respect to the designated project identified below. The Policy to which this endorsement is attached shall be considered the underlying policy. As such, this endorsement is subject to all terms and conditions of the underlying policy except as set forth herein:

Excess Limit of Liability: \$ _____ Per Claim Limit \$ _____ Aggregate Limit

Name of Project:

Contract Number:

Term of Project:

In the event of the reduction or exhaustion of the Limits of Liability as stated in the Declarations of this Policy, by payment of “claims”, whether such “claims” arise out of the project scheduled in this endorsement or any other project for which the underlying policy applies, it is agreed that the Limit of Liability afforded by this endorsement shall apply in excess of the Limits of Liability as stated in the Declarations of this Policy, but only with respect to “claims” arising from “covered operations” associated with the project scheduled in this endorsement.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

REDUCED SELF INSURED RETENTION AGREEMENT ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following:

In the event a "claim" is made against an "insured", to which this policy applies, by any party to whom an evidence of insurance document(s) has been issued which specifies a deductible or "self-insured retention" amount that is less than the "self-insured retention" amount identified in the Declarations, the "insured" shall remain obligated to the Insurer to satisfy the "self-insured retention" obligations and, under no circumstance, shall the Insurer be obligated to pay any amount within the "self-insured retention" listed in the Declarations.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

RESIDENTIAL EXTERIOR INSULATION AND FINISH SYSTEM (EIFS) EXCLUSION ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The “insured” and the Insurer agree to the following Policy change(s):

I. Section VI., Exclusions, is hereby amended by the addition of the following exclusion:

Exterior Insulation and Finish System (EIFS)

“Claims” arising from or in any way related to the design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction, or replacement of an “exterior insulation and finish system (EIFS)”, synthetic stucco, or any similar product or any part thereof, including the application or use of paints, conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a product pertaining to “residential work”.

II. Section V., Definitions, is hereby amended by the addition of the following definition:

“Exterior insulation and finish system (EIFS)” means synthetic stucco or any other exterior insulation and finish system used on any part of any building or structure and consisting of:

1. A rigid or semi-rigid insulation board made of expanded polystyrene or other materials;
2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
3. A reinforced base coat; and
4. A finish coat providing surface texture and color.

III. Section V., Definitions, is hereby amended by the addition of the following definition:

“Residential work” means “covered operations” performed at any single family homes, townhomes, or tenant owned habitational condominiums

All other terms and conditions of the policy remain unchanged.

Authorized Representative

RESIDENTIAL WORK EXCLUSION ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following Policy change(s):

I. Section **VI.**, Exclusions, is amended by the addition of the following exclusion:

Fungi Claims for Residential Work

"Fungi" "claims" arising from, or in any way related to, "residential work".

II. Section **V.**, Definitions, is hereby amended by the addition of the following definition:

"Residential work" means "covered operations" performed at single family homes, townhomes, or tenant owned habitational condominiums.

All other terms and conditions of the policy remain unchanged.

Authorized Agent

**SCHEDULE OF
NON-OWNED DISPOSAL SITE(S)
ENDORSEMENT**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree that this policy applies to the following location(s) shown in the Schedule of "non-owned disposal site(s)" listed below, subject to the following Retroactive Date(s):

SCHEDULE OF NON-OWNED DISPOSAL SITE(S)

LOCATION(S):	RETROACTIVE DATE(S):

All other terms and conditions of this policy remain unchanged.

Authorized Signature

SEPARATELY INSURED PROJECT EXCLUSION

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and "insurer" hereby agree to the following Policy change(s):

Section VI., Exclusions, is hereby amended by the addition of the following:

This insurance does not apply to any "claims" arising from "covered operations" performed under the following project:

Name / Location of Project:

Contract Number:

All other terms and conditions of the policy remain unchanged.

Authorized Representative

CHANGING SELF-INSURED RETENTION TO DEDUCTIBLE ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following policy change(s):

- I. The term "self-insured retention" as used throughout this Policy is amended to read "deductible", as defined below.
- II. Section II., Limits of Liability and Self-Insured Retention, Subsection A., is hereby deleted in its entirety and replaced with the following:
 - A. If the adjusted amount of any "loss" is less than or equal to the "deductible", the "insured" will pay for such "loss". If the adjusted amount of any "loss" exceeds the "deductible", the Insurer may advance all or a portion of the deductible amount for the payment of such "loss" and the "insured" shall immediately reimburse the Insurer any "deductible" amount advanced by the Insurer.

All other terms, conditions, and exclusions shall remain the same.

Authorized Representative

WAIVER OF SUBROGATION CPL- PROJECT SPECIFIC

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following Policy change(s):

Section **IX.**, General Conditions, Subsection **E.**, Subrogation, is hereby deleted in its entirety and replaced with the following:

E. Subrogation

In the event of any payment under this Policy by the Insurer, the Insurer shall be subrogated to all of the "insured's" rights of recovery against any person or organization, and the "insured" shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The "insured" shall do nothing to prejudice such rights. Notwithstanding the forgoing, the Insurer hereby waives its rights of subrogation against the client(s) of the "named insureds" where required by written contract executed prior to any "loss" for the specified project as follows:

Project Name

Contract No.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

WATERCRAFT ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following Policy change(s):

Section **VI.**, Exclusions, Subsection **K.**, Vehicles, is hereby deleted in its entirety and replaced with the following:

Vehicles

"Pollution conditions" arising from the use, maintenance or operation, of an automobile, aircraft, watercraft, or other conveyance. This exclusion does not apply to the use of vehicles reasonably related to the "covered operations" of the "insured", including loading or unloading, within the boundaries of the locations where "covered operations" are being performed or during the course of transportation via watercraft by or on behalf of the "named insured" to or from locations where "covered operations" are being performed.

All other terms and conditions of the policy remain unchanged.

Authorized Representative

WRAP-UP ADDITIONAL NAMED INSURED(S) ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer hereby agree to the following Policy change(s):

The following Prime Contractors or entities listed below shall be considered additional "named insured(s)" under this Policy, but only with respect to liability arising out of the "covered operations" shown in the Declarations of the Policy, or any other "covered operations" added to the Policy by endorsement.

Additional "Named Insured(s)"

For trade subcontractors not specifically, identified above, additional "named insured" status is granted only when there is a recognized written and executed contract agreement with the Prime Contractor(s) in support of the "covered operations" of this Policy.

All other terms and conditions of the policy remain unchanged.

Authorized Agent

**U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN
ASSETS CONTROL ("OFAC")
ADVISORY NOTICE TO POLICYHOLDERS**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



ACE Producer Compensation Practices & Policies

ACE believes that policyholders should have access to information about ACE's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.aceproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of policy remain unchanged.

Authorized Agent

SIGNATURES

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA
436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

BANKERS STANDARD FIRE AND MARINE COMPANY
436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

BANKERS STANDARD INSURANCE COMPANY
436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

ACE INDEMNITY INSURANCE COMPANY
436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

ACE AMERICAN INSURANCE COMPANY
436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

ACE PROPERTY AND CASUALTY INSURANCE COMPANY
436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

INSURANCE COMPANY OF NORTH AMERICA
436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

PACIFIC EMPLOYERS INSURANCE COMPANY
436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

ACE FIRE UNDERWRITERS INSURANCE COMPANY
436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703


GEORGE D. MULLIGAN, Secretary


JOHN J. LUPICA, President

WESTCHESTER FIRE INSURANCE COMPANY
1133 Avenue of the Americas, 32nd Floor, New York, NY 10036


GEORGE D. MULLIGAN, Secretary


DENNIS A. CROSBY, JR., President

Authorized Agent

ARKANSAS CHANGES - CANCELLATION AND NONRENEWAL

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

If the policy or coverage part to which this endorsement applies contains cancellation or nonrenewal provisions more favorable to the Named Insured than this endorsement, then those provisions apply.

I. The Cancellation condition is replaced by the following:

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due.
 - a. We will refund the pro rata unearned premium if the policy is:
 - (1) Cancelled by us or at our request;
 - (2) Cancelled but rewritten with us or in our company group;
 - (3) Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or
 - (4) Cancelled after the first year of a prepaid policy that was written for a term of more than one year.
 - b. If the policy is cancelled at the request of the first Named insured, other than a cancellation described in 2., (b), (c) or (d) above, we will refund 90% of the pro rata unearned premium.
 - c. The cancellation will be effective even if we have not made or offered a refund.
6. Cancellation of Policies In Effect More Than 60 Days
 - a. If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
 - (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;

- (4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
- (5) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
- (6) A material violation of a material provision of the policy.

- b. If we cancel for nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured at least 10 days before the effective date of cancellation.

If we cancel for any other reason, we will mail or deliver notice of cancellation to the first Named Insured at least 20 days prior to the effective date of cancellation.

II. The following conditions are added and supersede any provisions to the contrary:

A. NONRENEWAL

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

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

- 2. Any notice of nonrenewal will be mailed or delivered to the first Named Insured at the last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

Authorized Agent

EXTENDED REPORTING PERIOD ENDORSEMENT - ARKANSAS

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period to	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The “insured” and the Insurer hereby agree to the following Policy change(s):

Section **VIII.**, Extended Reporting Period., is hereby deleted in its entirety and replaced with the following:

- A.** The “first named insured” shall be entitled to a basic “extended reporting period”, and may purchase an optional supplemental “extended reporting period”, following cancellation, as described in Paragraph **A.1.** of Section **IX.** General Conditions, or nonrenewal.
- B.** Provided the “first named insured” has not purchased any other insurance to replace this insurance, the “first named insured” shall have a sixty (60) day basic “extended reporting period” without additional charge.
- C.** The “first named insured” shall be entitled to purchase a supplemental “extended reporting period” of up to thirty-four (34) months for not more than 200% of the full policy premium shown in Item **6.** of the Declarations. Such supplemental “extended reporting period” starts when the basic “extended reporting period” ends. The Insurer will issue an endorsement providing a supplemental “extended reporting period” provided that the “first named insured”:
 - 1.** Makes a written request, to the address shown in Item **7.b.** of the Declarations, for such endorsement which the Insurer receives within the sixty (60) days following the expiration of the “policy period”; and
 - 2.** Pays the additional Premium when due. If that additional Premium is paid when due, the supplemental “extended reporting period” may not be cancelled, provided that all other terms and conditions of the Policy are met.
- D.** In the event that the Aggregate Limit of Liability has been reduced by more than fifty percent (50%) during the “policy period” or basic “extended reporting period”, the Aggregate Limit of Liability shall be reinstated to an amount equal to fifty percent (50%) of the original Aggregate Limit of Liability for the duration of any optional supplemental “extended reporting period”.
- E.** A “claim” first made against an “insured” and reported to the Insurer within the basic “extended reporting period” or supplemental “extended reporting period”, whichever is applicable, will be deemed to have been made on the last day of the “policy period”.

All other terms and conditions of the policy remain unchanged.

Authorized Agent

SERFF Tracking Number: ACEH-125262176 *State:* Arkansas
Filing Company: ACE American Insurance Company *State Tracking Number:* AR-PC-07-025801
Company Tracking Number: 07-GL-267(F)
TOI: 17.1 Other Liability - Claims Made Only *Sub-TOI:* 17.1000 Other Liability Sub-TOI Combinations
Product Name: 07-GL-267(F)
Project Name/Number: Contractors Pollution Liability Policy/07-GL-267(F)

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: ACEH-125262176 State: Arkansas
Filing Company: ACE American Insurance Company State Tracking Number: AR-PC-07-025801
Company Tracking Number: 07-GL-267(F)
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1000 Other Liability Sub-TOI Combinations
Product Name: 07-GL-267(F)
Project Name/Number: Contractors Pollution Liability Policy/07-GL-267(F)

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 09/21/2007

Comments:

Attachments:

NAIC Transmittal AR (F).pdf
NAIC Forms Transmittal AR.pdf

Satisfied -Name: Explanatory Memo **Review Status:** Approved 09/21/2007

Comments:

Attachment:

Filing Memo - Form.pdf

Satisfied -Name: PDF Pipeline **Review Status:** Approved 09/21/2007

Comments:

Attachment:

AR PDF Pipeline (R).pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></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 #
ACE USA	626

4. Company Name(s)	Domicile	NAIC #	FEIN #
ACE American Insurance Company	PA	22667	95-2371728

5. Company Tracking Number	07-GL-267(F)
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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
	Robert Wolfrom 510 Walnut Street WB04G philadelphia PA 19105	Sr Regulatory Specialist	(215) 640-5123	(215) 640-4986	robert.wolfrom@ace-ina.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Robert Wolfrom

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

9.	Type of Insurance (TOI)	Other Liability
10.	Sub-Type of Insurance (Sub-TOI)	Claims Made
11.	State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12.	Company Program Title (Marketing title)	
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: Upon approval Renewal: Upon approval

Property & Casualty Transmittal Document---

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	08-15-2007
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	07-GL-267(F)
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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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ACE Environmental Risk business unit is pursuing this filing on behalf of an initiative within the company to provide Contractors Pollution Liability coverage on an admitted basis to its general clientele. ACE currently underwrites primary pollution liability policies utilizing the Illinois Union Insurance Company (non-admitted) filings and manuscript rating and policy forms for much of the business it transacts. The need for this filing arises based on our need to appropriately rate and execute an admitted lines contractors pollution policy for our clients.

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]
<p>Check #: PS 00304204 Amount: \$50.00</p> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

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

These pages are informational only and do not need to be submitted with your filings!

Notes for Uniform Property & Casualty Transmittal Document

DESCRIPTION OF ITEMS IN THE PROPERTY AND CASUALTY TRANSMITTAL DOCUMENT

- 1. Reserved for Insurance Dept. Use Only**—this section is for anything the Dept. wishes to capture—such as date stamps, approval stamps, check routing numbers, accounting codes, etc.
- 2. Insurance Department Use Only Box:** Includes the following information: (It is up to the state to determine which, if any, of this info they wish to record—or it may be recorded in #1 box with stamps (for example))
 - a. Date the filing is received by the Insurance Dept.**
 - b. Analyst**—lead analyst who reviewed the filing and assigns final disposition
 - c. Disposition**—this is the disposition that the Dept. assigns—authorized, approved, filed, withdrawn, disapproved, informational only, etc.
 - d. Date of Disposition of the filing**—date filing is finished
 - e. Effective Date of the Filing**—date the filing goes into effect. This date may vary by state—it might be the “approval” date in some states. It might be the implementation date in some states. It might be the received date in some states. The Dept. should use the date that is applicable in their state.
 - f. State Filing #:** The number the state assigns to the filing (if applicable).
 - g. SERFF Filing #:** Some states may use SERFF to track paper filings and will use that SERFF assigned number.
 - h. Subject Codes** – This field is intended to capture one or more Subject Codes for states to track particular attributes of a filing, such as mold exclusions. The codes or terms used would be variable by state.
- 3. Group Name and Group NAIC #** as assigned by NAIC.
- 4. Company Name(s), State of Domicile, NAIC #, FEIN#, State #:** Every company to which this filing applies must be listed and the company information must be supplied, with the exception of the State # (the company specific code) if not available or not required by the filing jurisdiction. A filing that lists a group without supplying company info will not be accepted in most states.
- 5. Company Tracking Number:** The filing number assigned by the insurance company, if any.
- 6. Contact Info of Filer or Corporate Officer:** The company should supply the information on the person the state should contact if there is a question/problem with the filing. If there is more than one person (perhaps, one for rates, one for forms) then both should be listed.
- 7. Signature of authorized filer:** Some states require a signature of the authorized filer. If the filer is third party, a letter of authorization from the insurer must be submitted according to state requirements.
- 8. Please print name of authorized filer:** So we can decipher #7 above!
- 9. Type of Insurance (TOI):** Refer to Uniform Property & Casualty Product Coding Matrix. This corresponds to the column entitled “SERFF Type of Insurance” and roughly corresponds to the annual statement line of business.
- 10. Sub-type of Insurance (Sub-TOI):** Refer to Uniform Property & Casualty Product Coding Matrix). This corresponds to the column entitled “SERFF Sub-Type of Insurance”.
- 11. State Specific Product code(s):** See State Specific Requirements for these codes
- 12. Company Program Title:** Marketing title, if applicable.
- 13. Filing Type:** Choices are Rate/Loss Cost; Rules; Rates/Rules; Forms; Withdrawal; Other.

14. Effective Date Requested: This is the effective date the company requested when they made the filing. It is not necessarily the date the filing officially becomes effective. This is also where the company can indicate the different effective dates for new or renewal business.

15. Reference Filing: Yes/No

16. Reference Organization (if applicable): The name of the advisory organization—i.e. ISO, NCCI, AAIS, etc. or an Insurance Company name if “me too filing” is permitted. Some states allow companies to reference another company’s filing. A “me too” filing is when one company adopts another company’s filing. Usually they are not part of the same group. You should check with each state to determine their rules on these filings. If permitted, use this area to indicate either an advisory organization name or “me too” company name.

17. Reference Organization Number & Title (if applicable): This is the unique number that the reference organization gives to the filing. It is generally not the same number as the circular number.

18. Company’s Date of filing: The date the company sends the filing.

19. Status of filing in domicile: Place for the company to show if filing has been filed in domicile and its status.

20. This filing transmittal is part of Company Tracking #: This ties all of the pages of the transmittal to the same filing. It is helpful for the state.

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

22. Filing Fees: Please refer to each state’s checklist for additional state specific requirements or instructions on calculating fees.

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 #	07-GL-267(F)			
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>	07-GL-267®			
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	See attached		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input 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		

Effective March 1, 2007

This page is informational only and do not need to be submitted with your filings!

**Notes for Form Filing Transmittal
DESCRIPTION OF ITEMS IN THE FORM FILING SCHEDULE**

FORM FILING SCHEDULE

- 1. This filing transmittal is part of Company Tracking #:** This ties all of the pages of the transmittal to the same filing. It is helpful for the state
- 2. This filing corresponds to rate/rule filing number:** Many states require that rates and forms be submitted separately due to different review procedures that are required by law. For those states, this will tie the form filing with the associated rate filing, if there is one.
- 3. Exhibit/Form Name/Description/Synopsis:** This is a list of forms being filed. **Do not refer to the body of the filing for a separate forms listing, unless allowed by state. This is required information and is required here.** The line numbers below this are to help the Departments that track the number of forms they receive.

CONTRACTORS POLLUTION LIABILITY
FILING MEMO
FORMS

Filing Description:

ACE Environmental Risk business unit is pursuing this filing on behalf of an initiative within the company to provide Contractors Pollution Liability coverage on an admitted basis to its general clientele. ACE currently underwrites primary pollution liability policies utilizing the Illinois Union Insurance Company (non-admitted) filings and manuscript rating and policy forms for much of the business it transacts. The need for this form filing arises based on our need to appropriately rate and execute an admitted lines contractors pollution policy for our clients.

It is ACE's desire to provide clients with an option to elect admitted pollution liability coverage if so desired. This policy is designed to offer pollution liability protection for gradual as well as sudden and accidental third-party environmental liabilities arising out of the covered operations of an insured. This filing includes the rating methodology necessary to price the pollution coverage grant; and the policy form, declarations page and endorsement language necessary to execute the appropriate policy language.

- Policy form to be utilized:
 - PF-21864 Contractors Pollution Liability Insurance Policy; Claims-Made Coverage
 - PF-22348 Contractors Pollution Liability Insurance Policy Declarations; Claims Made Coverage

- Submitted endorsements for admitted lines approval:
 - PF-22125 Additional Insured Defense Coverage
 - PF-22126 Additional Named Insured CPL
 - PF-22127 Aggregated SIR CPL
 - PF-22128 Asbestos Amendatory
 - PF-22129 CPLC II Automobile Endorsement
 - PF-22130 CPLC II Automobile Endorsement with Sublimit
 - PF-22131 Blanket Waiver of Subrogation CPL Endorsement
 - PF-22132 Broad Named Insured
 - PF-22133 Cancellation Endorsement
 - PF-22136 Dedicated Project Limit Endorsement – CPL
 - PF-22137 EIFS Exclusion
 - PF-22138 ERP Term Enactment
 - PF-22140 Fungi Exclusion
 - PF-22141 Fungi Sub Increase
 - PF-22142 Fungi Sub Training
 - PF-22143 Fungi Sublimit CPLC

- PF-22144 Independent Council
- PF-22145 Jurisdiction and Venue Amendatory
- PF-22146 Jurisdiction and Venue Choice of Law
- PF-22147 Lead Based Paint Exclusion
- PF-22148 Named Insured v. Named Insured
- PF-22149 Non Owned Disposal Sites Schedule w. Sublimit
- PF-22150 Notice of Cancel CPL 90
- PF-22151 Notice of Cancel CPL 120
- PF-22152 OCIP Insured vs. Insured
- PF-22153 Ownership Interest 15 Percent Exclusionary Endorsement
- PF-22154 Ownership Interest Exclusionary Endorsement
- PF-22155 Primary Insurance CPL Endorsement
- PF-22156 Project Excess Endorsement CPL
- PF-22157 Reduced SIR Agreement
- PF-22158 Residential Work EIFS Exclusion CPL
- PF-22159 Residential Work Exclusion
- PF-22160 Schedule of Non Owned Disposal Sites
- PF-22161 Separately Insured Project Exclusion
- PF-22162 SIR to a Deductible
- PF-22163 Waiver of Subrogation CPL – Project Specific
- PF-22164 Watercraft Endorsement
- PF-22165 Wrap-Up Additional Named Insured CPL

***See the attached spreadsheet for additional information.*

- Standard ACE Filed Endorsements to Apply To This Program
 - Signature Page
 - One of the two TRIA forms (PF-20415 for Rejection, or PF-20414 for Coverage)
 - IL P 001 01 04 OFAC Policyholder Notice
 - ALL-20887 (10/06) ACE Producer Compensation Practices & Policies
 - ALL-21101 (11/06) Trade or Economic Sanctions Endorsement

- Eligibility:
 - Clients that meet the Underwriting Guidelines of the company will be eligible for this filed rate and form, depending on individual risk characteristics.

Filing at a Glance

Company: ACE American Insurance Company

Product Name: 07-GL-267(R)

SERFF Tr Num: ACEH-125262177 State: Arkansas

TOI: 17.1 Other Liability - Claims Made Only

SERFF Status: Draft

State Tr Num:

Sub-TOI: 17.1000 Other Liability Sub-TOI

Co Tr Num: 07-GL-267(R)

State Status:

Combinations

Filing Type: Rule

Co Status:

Reviewer(s):

Authors: Barb Niles, CPCU, ARP,

Disposition Date:

Bob Wolfrom, Viola McBride

Date Submitted:

Disposition Status:

Effective Date Requested (New): On Approval

Effective Date (New):

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

General Information

Project Name: Contractors Pollution Liability Policy

Status of Filing in Domicile: Pending

Project Number: 07-GL-267(R)

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 08-15-2007

Company Status Changed:

State Status Changed:

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

ACE Environmental Risk business unit is pursuing this filing on behalf of an initiative within the company to provide Contractors Pollution Liability coverage on an admitted basis to its general clientele. ACE currently underwrites primary pollution liability policies utilizing the Illinois Union Insurance Company (non-admitted) filings and manuscript rating and policy forms for much of the business it transacts. The need for this filing arises based on our need to appropriately rate and execute an admitted lines contractors pollution policy for our clients.

Company and Contact

Filing Contact Information

Robert Wolfrom, CPCU, Regulatory Specialist robert.wolfrom@ace-ina.com

436 Walnut Street

(215) 640-5123 [Phone]

Philadelphia, PA 19106

(215) 640-4986[FAX]

Filing Company Information

ACE American Insurance Company

CoCode: 22667

State of Domicile: Pennsylvania

PO Box 1000

Group Code: 626

Company Type:

Created by SERFF on 08-15-2007 03:41 PM

436 Walnut Street
Philadelphia, PA 19106
(215) 640-5123 ext. [Phone]

Group Name:
FEIN Number: 95-2371728

State ID Number:

Filing Fees

Fee Required? Yes
Fee Amount: \$100.00
Retaliatory? No
Fee Explanation:
Per Company: No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
PS 00304205	\$100.00	08-09-2007

State Specific

Check_No: PS 00304205
Check_Amt: \$100.00
Check_Rec: