

SERFF Tracking Number: GCCW-125375639 State: Arkansas
First Filing Company: General Casualty Company of Wisconsin, ... State Tracking Number: EFT \$50
Company Tracking Number: 040108 10351J
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability
Product Name: AR GL Independent Forms Intro Filing 040108
Project Name/Number: AR GL Independent Forms Intro Filing 040108/

Filing at a Glance

Companies: General Casualty Company of Wisconsin, Regent Insurance Company

Product Name: AR GL Independent Forms Intro SERFF Tr Num: GCCW-125375639 State: Arkansas

Filing 040108

TOI: 17.2 Other Liability - Occurrence Only SERFF Status: Closed

State Tr Num: EFT \$50

Sub-TOI: 17.2001 Commercial General Liability Co Tr Num: 040108 10351J

State Status: Fees verified and received

Filing Type: Form

Co Status:

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

Authors: Jackie Bjork, Susan Phungluong

Disposition Date: 01/09/2008

Date Submitted: 12/04/2007

Disposition Status: Approved

Effective Date Requested (New): 04/01/2008

Effective Date (New):

Effective Date Requested (Renewal): 04/01/2008

Effective Date (Renewal):

State Filing Description:

General Information

Project Name: AR GL Independent Forms Intro Filing 040108

Status of Filing in Domicile: Authorized

Project Number:

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 01/09/2008

State Status Changed: 12/07/2007

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

December 4, 2007

SERFF Tracking Number: GCCW-125375639 State: Arkansas
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Honorable Julie Benafield Bowman

Commissioner of Insurance

Arkansas Insurance Department

Property & Casualty Division

1200 W 3rd Street

Little Rock, AR 72201-1904

Attention: Bill Lacy

Director of the Property and Casualty Division

Re: General Casualty Company of Wisconsin; FEIN # 39-0301590, NAIC # 0796-24414

Regent Insurance Company; FEIN # 39-6062860, NAIC # 0796-24449

Independent Commercial General Liability Forms Filing

Company File #: 040108 10351J

Dear Mr. Lacy:

This filing is intended to introduce several company independent forms into the state of Arkansas. The forms included in this filing are listed below:

Form # Ed. Date Form Title

CG7000 0786 Beauticians' and Barbers' Professional Liability Declarations

CG7001 0902 Beauticians and Barbers' Professional Liability Coverage Form

CG7030 0786 Church Counseling Professional Liability Declarations

CG7031 0902 Church Counseling Professional Liability Coverage Form

CG7060 0786 Employee Benefit Liability Declarations

CG7061 0902 Employee Benefit Liability Coverage Form

CG7090 0786 Morticians' Malpractice & Cemetery Professional Liability Declaration

CG7091 0902 Morticians' Malpractice & Cemetery Professional Liability Coverage Form

CG7120 0902 Supplemental Property Damage Coverage

CG7135 0398 Employment-Related Practices Exclusion

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CG7160 1091 Printers' Professional Liability Declarations

CG7161 0902 Printers' Professional Liability Coverage Form

CG7180 0806 Moving and Storage Program-GL cov. Extensions

CG7944 0495 Exclusion - Lead Liability

CG7945 0806 Additional Persons Insured-Employee Bodily Injury to Another Employee

CG8030 0402 Exterior Insulation and Finishing System Exclusion

CG8047 0804 Broad Form Products

CG8102 0805 Contractors Blanket Additional Insured Endorsement

CG8103 0805 Contractors Additional Insured Endorsement-Scheduled Person or Organization

CG8142 0408 Arkansas Changes - Cancellation and Nonrenewal

CG8143 0408 Arkansas Changes - Transfer of Right of Recovery Against Others to Us

Details of the forms can be found in the enclosed filing memorandum. Please feel free to contact me if you have any questions or need any additional information on this filing. Thank you for your attention and consideration.

Sincerely,

Jackie Bjork

Systems Support Specialist

Home Office Commercial-Standard Lines

Telephone (608) 825-5659

Fax (608) 825-5100

E-mail address: jackie.bjork@generalcasualty.com

Company and Contact

Filing Contact Information

Jackie Bjork, Rate Development Technician jackie.bjork@generalcasualty.com

One General Drive (608) 825-5659 [Phone]

Sun Prairie, WI 53596 (608) 825-5100[FAX]

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Product Name: AR GL Independent Forms Intro Filing 040108
Project Name/Number: AR GL Independent Forms Intro Filing 040108/

Filing Company Information

General Casualty Company of Wisconsin One General Drive Sun Prairie, WI 53596 (608) 837-4440 ext. [Phone]	CoCode: 24414 Group Code: 796 Group Name: FEIN Number: 39-0301590 -----	State of Domicile: Wisconsin Company Type: Property & Casualty State ID Number:
Regent Insurance Company One General Drive Sun Prairie, WI 53596 (608) 837-4440 ext. [Phone]	CoCode: 24449 Group Code: 796 Group Name: FEIN Number: 39-6062860 -----	State of Domicile: Wisconsin Company Type: Property & Casualty State ID Number:

SERFF Tracking Number: GCCW-125375639 *State:* Arkansas
First Filing Company: General Casualty Company of Wisconsin, ... *State Tracking Number:* EFT \$50
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Product Name: AR GL Independent Forms Intro Filing 040108
Project Name/Number: AR GL Independent Forms Intro Filing 040108/

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
General Casualty Company of Wisconsin	\$50.00	12/04/2007	16935720
Regent Insurance Company	\$0.00	12/04/2007	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	01/09/2008	01/09/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Edith Roberts	12/26/2007	12/26/2007	Jackie Bjork	01/07/2008	01/07/2008
Pending Industry Response	Edith Roberts	12/07/2007	12/07/2007	Susan Phungluong	12/11/2007	12/11/2007

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Disposition

Disposition Date: 01/09/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

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

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Memorandum-GL Forms	Approved	Yes
Supporting Document	Filing Amendment Memorandum	Approved	Yes
Form	Beauticians' and Barbers' Professional Liability Coverage Part Declarations	Approved	Yes
Form	Barbers' and Beauticians' Professional Liability Coverage Form	Approved	Yes
Form	Church Counseling Professional Liability Coverage Part Declarations	Withdrawn	Yes
Form	Church Counseling Professional Liability Coverage Form	Withdrawn	Yes
Form	Employee Benefit Liability Coverage Part Declarations	Withdrawn	Yes
Form	Employee Benefit Liability Coverage Form	Withdrawn	Yes
Form	Morticians' Malpractice and Cemetery Professional Liability Coverage Part Declarations	Withdrawn	Yes
Form	Morticians' Malpractice and Cemetery Professional Liability Coverage Form	Withdrawn	Yes
Form	Supplemental Property Damage Coverage	Approved	Yes
Form	Employment-Related Practices Exclusion	Approved	Yes
Form	Printers' Professional Liability Coverage Part Declarations	Approved	Yes
Form	Printers' Professional Liability Coverage Form	Approved	Yes
Form	Moving and Storage Program - General Liability Coverage Extensions	Approved	Yes
Form	Exclusion - Lead Liability	Approved	Yes
Form	Additional Persons Insured - Employee Bodily Injury to Another Employee	Approved	Yes
Form	Exterior Insulation and Finish System Exclusion	Approved	Yes
Form	Broad Form Products	Approved	Yes

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Form	Contractors Blanket Additional Insured Endorsement	Approved	Yes
Form	Contrators Additional Insured Endorsement - Scheduled Person or Organization	Approved	Yes
Form (revised)	Arkansas Changes - Cancellation and Nonrenewal	Approved	Yes
Form	Arkansas Changes - Cancellation and Nonrenewal	Approved	Yes
Form (revised)	Arkansas Changes - Trnasfer of Rights of Recovery Against Others to Us	Approved	Yes
Form	Arkansas Changes - Trnasfer of Rights of Recovery Against Others to Us	Approved	Yes
Form	Arkansas Employee Benefit Liability Coverage Form (Occurrence Version)	Approved	Yes

SERFF Tracking Number: GCCW-125375639 State: Arkansas
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Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 12/26/2007

Submitted Date 12/26/2007

Respond By Date

Dear Jackie Bjork,

This will acknowledge receipt of the captioned filing.

Your policy language does not comply for the reasons previously stated.

You need a 60 day basic free of charge Extended Reporting Period. At the expiration you must offer the Optional Extended Reporting Endorsment with limits as previously described. These must be offered for cancellation/termination for any reason.

Please the requirements as set out in my previous letter, according to statutory requirements and amend accordingly.

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

Response Letter

Response Letter Status Submitted to State

Response Letter Date 01/07/2008

Submitted Date 01/07/2008

Dear Edith Roberts,

Comments:

Response 1

Comments: Dear Ms. Roberts,

SERFF Tracking Number: GCCW-125375639 State: Arkansas
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 Project Name/Number: AR GL Independent Forms Intro Filing 040108/

The following is in response to your objection letter of 12/26/2007. Please find attached a Filing Amendment Memorandum, new and revised endorsements, and revised filing effective date.

I await your approval or further instruction for this filing.

Sincerely,
 Jackie Bjork

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Filing Amendment Memorandum
 Comment:

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Arkansas Changes - Cancellation and Nonrenewal	CG 8142	0508	Canc/NonRen Notice	New		0	CG 8142 0508 - Arkansas Changes - Cancellation and Nonrenewal.pdf
<i>Previous Version</i> Arkansas Changes - Cancellation and Nonrenewal	CG 8142	0408	Canc/NonRen Notice	New		0	CG 8142 0408 - Arkansas Changes - Cancellation and Nonrenewal.pdf
Arkansas Changes -	CG 8143	0508	Endorsement/Amendment	New		0	CG 8143

<i>SERFF Tracking Number:</i>	<i>GCCW-125375639</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>General Casualty Company of Wisconsin, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>040108 10351J</i>		
<i>TOI:</i>	<i>17.2 Other Liability - Occurrence Only</i>	<i>Sub-TOI:</i>	<i>17.2001 Commercial General Liability</i>
<i>Product Name:</i>	<i>AR GL Independent Forms Intro Filing 040108</i>		
<i>Project Name/Number:</i>	<i>AR GL Independent Forms Intro Filing 040108/</i>		
Trnsfer of Rights of Recovery Against Others to Us	/Conditions		0508 - Arkansas Changes - Transfer of Rights of Recovery.. ..pdf

Previous Version

Arkansas Changes - Trnsfer of Rights of Recovery Against Others to Us	CG 8143 0408	Endorsement/AmendmentNew /Conditions	0	CG 8143 0408 - Arkansas Changes - Transfer of Rights of Recovery.. ..pdf	
Arkansas Employee Benefit Liability Coverage Form (Occurrence Version)	CG 8144 0408	Policy/Coverage Form	New	0	CG 8144 0408 - Arkansas EBL- Occurrenc e Version.pd f

SERFF Tracking Number: GCCW-125375639 *State:* Arkansas
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Project Name/Number: AR GL Independent Forms Intro Filing 040108/

No Rate/Rule Schedule items changed.

Sincerely,
Jackie Bjork, Susan Phungluong

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Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 12/07/2007

Submitted Date 12/07/2007

Respond By Date

Dear Jackie Bjork,

This will acknowledge receipt of the captioned filing.

These forms will need an Arkansas Amendatory endorsement in order to comply with the requirements for claims made reporting under AR Code Anno. 23-79-306 (1-6).

The policy must indicate that the insurer must provide at no additional charge an automatic sixty (60) day "basic" Extended Reporting Period upon cancellation or termination for any reason including non-payment of premium, deductibles or excess payments over the limit of liability reimbursements.

You must advise the insured of the importance of purchasing the supplemental extended reporting period endorsement and allow the insured sixty (60) days after termination for any reason, to request and pay for the optional extended reporting period endorsement pursuant to AR Code Ann. 23-79-306 (3). This coverage must be put into effect if premium is received in payment of the optional extended reporting period endorsement.

The limit of liability for the supplemental extended reporting period must be no less than the greater of the amount of coverage remaining in the expiring policy aggregate or fifty percent (50%) of the aggregate limit at policy inception.

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

Response Letter

Response Letter Status Submitted to State

Response Letter Date 12/11/2007

Submitted Date 12/11/2007

Dear Edith Roberts,

SERFF Tracking Number: GCCW-125375639 State: Arkansas
First Filing Company: General Casualty Company of Wisconsin, ... State Tracking Number: EFT \$50
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TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability
Product Name: AR GL Independent Forms Intro Filing 040108
Project Name/Number: AR GL Independent Forms Intro Filing 040108/

Comments:

Response 1

Comments: Ms. Roberts,

Reference is made to your comments on our forms that provide claims made coverage. Our claims made forms provide an automatic extended reporting period of one year after the end of the policy period. The one year extended reporting period is referenced under the following forms:

- Church Counseling Professional Liability Coverage Form (CG 7031 0902) – Section I-Coverage, Paragraph 1.b.(1)(ii).
- Mortician/Cemetery Professional Liability Coverage Form (CG 7091 0902) – Section I-Coverage, Paragraph 1.b.(2)(i)b.
- Employee Benefit Liability Coverage Form (CG 7061 0902). Section I-Coverage, Paragraph 1.b.(1)(ii).

The above forms provide an automatic extended reporting period of one year after the end of the policy period, which exceeds the Arkansas requirement of an automatic sixty day basic extended reporting period.

Please advice if our one year automatic extended reporting period provided in these forms will satisfy your state's requirements. Thank you for your attention and consideration.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Jackie Bjork, Susan Phungluong

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Beauticians' and Barbers' Professional Liability Coverage Part Declarations	CG 7000	0786	Declaration News/Schedule		0.00	CG 7000 0786- Beauticians and Barbers Prof Liab Dec.pdf
Approved	Barbers' and Beauticians' Professional Liability Coverage Form	CG 7001	0902	Policy/Coverage New Form		0.00	CG 7001 0902 BEAUTICIAN AND BARBERS FORM.pdf
Withdrawn	Church Counseling Professional Liability Coverage Part Declarations	CG 7030	0786	Declaration News/Schedule		0.00	CG 7030 0786 CHURCH COUNSELING PROF LIAB DEC.pdf
Withdrawn	Church Counseling Professional Liability Coverage Form	CG 7031	0902	Policy/Coverage New Form		0.00	CG 7031 0902 CHURCH FORM.pdf
Withdrawn	Employee Benefit Liability Coverage Part Declarations	CG 7060	0786	Declaration News/Schedule		0.00	CG 7060 0786 EMPLOYEE BENEFIT LIABILITY DEC.pdf
Withdrawn	Employee Benefit Liability Coverage Form	CG 7061	0902	Policy/Coverage New Form		0.00	CG 7061 0902 EMPLOYEE

SERFF Tracking Number: GCCW-125375639 State: Arkansas
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 Product Name: AR GL Independent Forms Intro Filing 040108
 Project Name/Number: AR GL Independent Forms Intro Filing 040108/

Approval	Description	CG	Code	Form Name	Amount	File Name
Withdrawn	Morticians' Malpractice and Cemetery Professional Liability Coverage Part Declarations	CG 7090	0786	Declaration News/Schedule	0.00	BENEFIT LIABILITY FORM.pdf CG 7090 0786 MORTICIAN S MALPRACTICE AND CEMETERY PROF LIABILITY DEC.pdf
Withdrawn	Morticians' Malpractice and Cemetery Professional Liability Coverage Form	CG 7091	0902	Policy/Coverage Form	0.00	CG 7091 0902 MORTICIAN S AND CEMETERY FORM.pdf
Approved	Supplemental Property Damage Coverage	CG 7120	0902	Endorsement/Amendment/Conditions	0.00	CG 7120 0902 SUPPLEMENTAL PROPERTY DAMAGE COVERAGE .pdf
Approved	Employment-Related Practices Exclusion	CG 7135	0398	Endorsement/Amendment/Conditions	0.00	CG 7135 0398 EPL EXCLUSION .pdf
Approved	Printers' Professional Liability Coverage Part Declarations	CG 7160	1091	Declaration News/Schedule	0.00	CG 7160 1091 PRINTERS PROF LIAB DEC.pdf
Approved	Printers' Professional	CG 7161	0902	Policy/Coverage Form	0.00	CG 7161 0902

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Liability Coverage Form						PRINTERS PROF LIAB COVERAGE FORM.pdf
Approved	Moving and Storage Program - General Liability Coverage Extensions	CG 7180	0806	Endorsement/Amendment/Conditions	0.00	CG 7180 0806 MOVING AND STORAGE PROGRAM - GL COV EXTENSION S.pdf
Approved	Exclusion - Lead Liability	CG 7944	0495	Endorsement/Amendment/Conditions	0.00	CG 7944 0495 EXCLUSION -LEAD LIABILITY.pdf
Approved	Additional Persons Insured - Employee Bodily Injury to Another Employee	CG 7945	0806	Endorsement/Amendment/Conditions	0.00	CG 7945 0806 ADDITIONAL PERSONS INSURED-EMPLOYEE BODILY INJURY TO ANOTHER EMPLOYEE.pdf
Approved	Exterior Insulation and Finish System Exclusion	CG 8030	0402	Endorsement/Amendment/Conditions	0.00	CG 8030 0402 EXTERIOR INSULATION AND FINISHING SYSTEM EXCLUSION

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Approval	Product	CG	Code	Description	Amount	File Name
Approved	Broad Form Products	CG 8047	0804	Endorsement/Amendment/Conditions	0.00	CG 8047 0804 BROAD FORM PRODUCTS .pdf
Approved	Contractors Blanket Additional Insured Endorsement	CG 8102	0805	Endorsement/Amendment/Conditions	0.00	CG 8102 0805 CONTRACTORS BLANKET ADDITIONAL INSURED ENDORSEMENT.pdf
Approved	Contractors Additional Insured Endorsement - Scheduled Person or Organization	CG 8103	0805	Endorsement/Amendment/Conditions	0.00	CG 8103 0805 CONTRACTORS ADDITIONAL INSURED ENDORSEMENT-SCHEDULED PERSON OR ORGANIZATION.pdf
Approved	Arkansas Changes - Cancellation and Nonrenewal	CG 8142	0508	Cancellation/Nonrenewal Notice	0.00	CG 8142 0508 - Arkansas Changes - Cancellation and Nonrenewal.pdf
Approved	Arkansas	CG 8143	0508	Endorsement/Amendment/Conditions	0.00	CG 8143

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<i>Project Name/Number:</i>	<i>AR GL Independent Forms Intro Filing 040108/</i>		
	<i>Changes -</i>	<i>nt/Amendm</i>	<i>0508 -</i>
	<i>Trnasfer of Rights</i>	<i>ent/Condi</i>	<i>Arkansas</i>
	<i>of Recovery</i>	<i>ons</i>	<i>Changes -</i>
	<i>Against Others to</i>		<i>Transfer of</i>
	<i>Us</i>		<i>Rights of</i>
			<i>Recovery....</i>
			<i>pdf</i>
<i>Approved</i>	<i>Arkansas</i>	<i>CG 8144 0408</i>	<i>Policy/CoveNew</i>
	<i>Employee Benefit</i>		<i>rage Form</i>
	<i>Liability Coverage</i>		<i>0.00</i>
	<i>Form</i>		<i>CG 8144</i>
	<i>(Occurrence</i>		<i>0408 -</i>
	<i>Version)</i>		<i>Arkansas</i>
			<i>EBL-</i>
			<i>Occurrence</i>
			<i>Version.pdf</i>

POLICY NUMBER	POLICY PERIOD	COVERAGE IS PROVIDED IN THE		AGENCY
NAMED INSURED AND ADDRESS			AGENT	

BEAUTICIANS' AND BARBERS' PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS

SCHEDULE OF INSURED LOCATIONS: (ENTER SAME, IF SAME AS ABOVE)

LIMITS OF INSURANCE

AGGREGATE LIMIT \$

EACH OCCURRENCE LIMIT * \$

* A \$25.00 PROPERTY DAMAGE DEDUCTIBLE APPLIES TO EACH OCCURRENCE

PREMIUM

TOTAL ADVANCE PREMIUM FOR THIS COVERAGE PART \$

BARBERS' AND BEAUTICIANS' PROFESSIONAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Please read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II — WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI — DEFINITIONS**.

SECTION I — COVERAGE

1. Insuring Agreement

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

- (1) The amount we will pay for damages is limited as described in **SECTION III — LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS — COVERAGE A AND B**.

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

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" and results from the conduct of operations at or from any location shown in the Declarations;

- (2) The "bodily injury" or "property damage" arises out of the insured's rendering or failing to render professional services in the conduct of the insured's operation as a beautician or barber; and

- (3) The "bodily injury" or "property damage" occurs during the policy period; and

- (4) Prior to the policy period, no insured listed under paragraph 1. of **SECTION II — WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under paragraph 1. of **SECTION II — WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under paragraph 1. of **SECTION II — WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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

2. Exclusions

This insurance does not apply to:

- a. Damages the insured is obligated to pay by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

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

- c. “Bodily injury” to:

- (1) An employee of the insured arising out of and in the course of employment by the insured; or
- (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

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

- d. “Property damage” to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property;
- (2) Property loaned to you;
- (3) Personal property in the care, custody or control of the insured; or
- (4) “Your product” arising out of it or any part of it.

- e. “Bodily injury” or “property damage” arising out of:

- (1) Exercising, slenderizing or reducing services;
- (2) Skin tanning services involving the use of sun lamps, tanning lamps or other irradiating devices;
- (3) Electrical, heat or steam baths or body massages (other than facial massages);
- (4) Chiropractic;
- (5) Hair removal by laser, x-ray, electrical rays or electrolysis;

- (6) Hair implanting or hair transplanting or any attempt at these;

- (7) Body piercing;

- (8) Tattooing, including but not limited to the insertion of pigment into or under the skin;

- (9) Tattoo removal;

- (10) Skin treatment involving chemicals, lasers or micro-dermabrasion; or

- (11) Face lifting, plastic surgery, the removal of warts, moles or growths or any attempt at such removal.

- f. “Bodily injury” or “property damage” arising out of any person employed in violation of law as to age, or under the age of 16 years if there is no legal age limit.

- g. “Bodily injury” or “property damage” arising out of the administration or application of any dye or coloring to eye lashes or eye brows except mascara or eyebrow pencils.

- h. “Bodily injury” or “property damage” arising out of the operation of a beauty school or barber school.

- i. “Bodily injury” or “property damage” arising out of any condition in the premises the insured owns or rents, including the ways next to those premises.

- j. “Bodily injury” or “property damage” included within the “products-completed operations hazard”.

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim or “suit ” we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$250 a day because of time off from work.
4. All costs taxed against the insured in the “suit ”.
5. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II — WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. An organization other than a partnership or joint venture, you are an insured. Your “executive officers” and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - d. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
 - a. Any operator who rents or leases booth space, chairs, or other area from you for the purpose of conducting beauty parlor or barber shop operations. However, no operator is an insured for “property damage” to property owned or occupied by or rented or loaned to that operator, or any other such operator; and
 - b. Your “employees”, other than either your “executive officers” (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), or “employees” of operators included by **2.a.** above, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these “employees” are insureds for:
 - (1) “Bodily injury”:
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-“employee” while that co-“employee” is either in the course of his or her employment or performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-“employee” as a consequence of paragraph **(1)(a)** above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages of the injury described in paragraphs **(1)(a)** or **(1)(b)**; or
- (2) “Property damage” to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your “employees”, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company), or “employees” of operators included by **2.a.** above.

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

SECTION III — LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or “suits” brought; or
 - c. Persons or organizations making claims or bringing “suits”.
2. The Aggregate Limit is the most we will pay for the sum of all damages under this Coverage Part.
3. Subject to **2.** above, the Each Occurrence Limit is the most we will pay for the sum of all damages under this Coverage Part because of all “bodily injury” or “property damage” sustained by one person as a result of any one “occurrence”.

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

SECTION IV — DEDUCTIBLE

Our obligation under this insurance to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount shown in the Declarations. The limits of insurance applicable to each “occurrence” will be reduced by the deductible amount. Aggregate limits shall not be reduced by the application of the deductible amount.

The terms of this insurance apply irrespective of the application of the deductible amount.

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

SECTION V — CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" took place.
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence".

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notice, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense or of the claim or "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which the insurance may also apply.

d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

- a. This insurance is excess over any of the other insurance, except for Other Insurance bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part;
- b. When the insurance is excess, we will have no duty to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers;
- c. When this insurance is excess over the other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the non-renewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION VI — DEFINITIONS

- 1. "Bodily injury" means bodily injury, sickness or disease, or resulting death, sustained by a person, including that which results from:
 - a. Heat, chemical or pull burns;
 - b. Dermatitis, allergic reaction, cuts, bruises, skin infections and irritations; and
 - c. Hair breakage, hair discoloration, shock and mental anguish.
- 2. "Employee" includes a "lease worker". "Employee" does not include a "temporary worker".
- 3. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 4. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

- 5. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

- 6. "Products — completed operations hazard":

- a. Includes all "bodily injury" or "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or

- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

- (a) When all of the work called for in your contract has been completed.

- (b) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it;

- (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

- 7. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

- b. Loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- 8.** "Suit" means a civil proceeding in which damage because of "bodily injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:
- a.** An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
 - b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
- 9.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 10.** "Your product":
- a.** Means:
 - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
 - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product", and
 - (2)** The providing of or failure to provide warnings or instructions.
 - c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
- 11.** "Your work":
- a.** Means:
 - (1)** Work or operations performed by you or on your behalf; and
 - (2)** Materials, parts or equipment furnished in connection with such work or operations.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
 - (2)** The providing of or failure to provide warnings or instructions.

POLICY NUMBER	POLICY PERIOD	COVERAGE IS PROVIDED IN THE	AGENCY
NAMED INSURED AND ADDRESS		AGENT	

CHURCH COUNSELING PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS

SCHEDULE OF POSITIONS COVERED

NAME OF POSITION	NO. OF PERSONS FILLING POSITION
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LIMITS OF INSURANCE

AGGREGATE LIMIT	\$
EACH CLAIM LIMIT	\$

PREMIUM

TOTAL ADVANCE PREMIUM FOR THIS COVERAGE PART	\$
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**THIS FORM PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

CHURCH COUNSELING PROFESSIONAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Please read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words “we”, “us” and “our” refer to the company providing this insurance.

The word “insured” means any person or organization qualifying as such under **SECTION II — WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V — DEFINITIONS**.

SECTION I — COVERAGE

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages arising out of the insured’s rendering or failing to render church counseling services. We will have the right and duty to defend any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages for “bodily injury” or “property damage” to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” and settle any claim or “suit” that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III — LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS — COVERAGE A AND B**.

b. This insurance applies to damages only if the claim is made or “suit” is brought against the insured for:

- (1) Negligent acts, errors or omissions which occur during the policy period and then only if the claim is made or “suit” is brought:
 - (i) During the policy period; or
 - (ii) Within one year after the end of the policy period.

If, during the policy period, the insured shall have knowledge or become aware of any negligent act, error or omission and shall, during the policy period, give written notice thereof to us, then that notice shall be considered a claim under this insurance.

- (2) Negligent acts, errors or omissions which occurred before the policy period, but only if, during the policy period, you first have knowledge of or can reasonably foresee any circumstances which might result in a claim or “suit” and you give written notice of the information to us in accordance with the **Duties In The Event Of Occurrence, Claim Or Suit** condition below.

2. Exclusions

This insurance does not apply to:

- a. Any obligation of the insured to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

- b. "Bodily injury" to:
 - (1) An employee of the insured arising out of and in the course of employment by the insured; or
 - (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
 - (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- c. Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
 - d. Liability arising out of:
 - (1) The rendering or failure to render:
 - (i) Medical, surgical, dental, x-ray or nursing service or treatment, or the related furnishing of food or beverages;
 - (ii) Any health service or treatment; or
 - (iii) Any cosmetic or tonsorial service or treatment.
 - (2) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
 - (3) The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.
 - e. Liability arising from the insured's commitment of a patient to a psychiatric institution, unless such commitment was made in full compliance with the laws or statutes of the state in which the commitment was made.
 - f. Liability arising out of the ownership, maintenance, use or entrustment to others of any "aircraft", motor vehicle, trailer, semi-trailer or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

- g. Liability resulting from acts, errors or omissions of the insured as a member of a formal accreditation or similar professional board or committee of any hospital or professional society.

- h. Liability resulting from an insured accepting or undertaking custodial care or responsibility for a patient according to the request, instruction, authorization or direction of any governmental agency, authority, board or officer having such authority or responsibility.
- i. Liability resulting from the rendering or failure to render professional services by a member of the medical profession.
- j. Liability resulting from any actual or alleged conduct of a sexual nature.
- k. Liability for injury or damage arising out of willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured.
- l. Liability for injury or damage caused by any insured while under the influence of intoxicants or narcotics.
- m. Any dishonest, fraudulent or criminal act or omission of any insured.
- n. Any claim for punitive or exemplary damages.

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim or "suit" we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
4. All costs taxed against the insured in the "suit".
5. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II — WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

- c. An organization other than a partnership or joint venture, you are an insured. Your “executive officers” and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - d. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
- a. Your “employees”, other than either your “executive officers” (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these “employees” are insureds for:
 - (1) “Bodily injury”:
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-“employee” while that co-“employee” is either in the course of his or her employment or performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-“employee” as a consequence of paragraph (1)(a) above; or
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages of the injury described in paragraphs (1)(a) or (1)(b).
 - (2) “Property damage” to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your “employees”, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this coverage.

SECTION III — LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or “suits” brought; or
 - c. Persons or organizations making claims or bringing “suits”.
 2. The Aggregate Limit is the most we will pay for the sum of all damages under this Coverage Part.
 3. Subject to 2. above, the Each Claim Limit is the most we will pay for the sum of all damages for each claim or “suit” covered by this Coverage Part.
- The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV — CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured’s estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an “occurrence” which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the negligent act, error or omission took place.
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the negligent act, error or omission.

- b. If a claim is made or “suit” is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or “suit” and the date received, and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or “suit” as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notice, summonses or legal papers received in connection with the claim or “suit”;

- (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which the insurance may also apply.
- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

- a. This insurance is excess over any of the other insurance, except for Other Insurance bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part;
- b. When the insurance is excess, we will have no duty to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers;
- c. When this insurance is excess over the other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

- (2) The total of all deductible and self-insured amounts under all that other insurance.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the non-renewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V — DEFINITIONS

1. "Aircraft" means a weight-carrying structure for navigation of the air that is supported either by its own buoyancy or by the dynamic action of the air against its surfaces.
2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
3. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
4. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any similar governing document.
5. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
6. "Loading or unloading" means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an "aircraft", motor vehicle, trailer, semi-trailer or watercraft;
 - b. While it is in or on an "aircraft", motor vehicle, trailer, semi-trailer or watercraft; or
 - c. While it is being moved from an "aircraft", motor vehicle, trailer, semi-trailer or watercraft to the place where it is finally delivered;but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the "aircraft", motor vehicle, trailer, semi-trailer or watercraft.
7. "Occurrence" means an accident. Including continuous or repeated exposure to substantially the same general harmful conditions.
8. "Suit" means a civil proceeding in which damages because of any negligent act, error or omission to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which damages are claimed and to which you must submit or do submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
9. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

POLICY NUMBER	POLICY PERIOD	COVERAGE IS PROVIDED IN THE		AGENCY
NAMED INSURED AND ADDRESS			AGENT	

EMPLOYEE BENEFIT LIABILITY COVERAGE PART DECLARATIONS

LIMITS OF INSURANCE

AGGREGATE LIMIT \$
 EACH CLAIM LIMIT \$
 DEDUCTIBLE AMOUNT APPLICABLE TO EACH CLAIM \$

PREMIUM

TOTAL ADVANCE PREMIUM FOR THIS COVERAGE PART \$

**THIS FORM PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

EMPLOYEE BENEFIT LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Please read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words “we”, “us” and “our” refer to the company providing this insurance.

The word “insured” means any person or organization qualifying as such under **SECTION II — WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI — DEFINITIONS**.

SECTION I — COVERAGE

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as a result of damages sustained by:

- (1) an employee;
- (2) a prospective employee; or
- (3) a former employee

of the insured, or their beneficiaries or legal representatives, in the “administration” of the insured’s “Employee Benefit Programs”. We will have the right and duty to defend any “suit” seeking those damages. We may, at our discretion, investigate any negligent act, error or omission and settle any claim or “suit” that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III — LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS**.

b. This insurance applies to damages only if the claim is made or “suit” is brought against the insured for:

- (1) Negligent acts, errors or omissions which occur during the policy period and then only if the claim is made or “suit” is brought:
 - (i) During the policy period; or
 - (ii) Within one year after the end of the policy period.

If, during the policy period, the insured shall have knowledge or become aware of any negligent act, error or omission and shall, during the policy period, give written notice thereof to us, then that notice shall be considered a claim under this insurance.

- (2) Negligent acts, errors or omissions which occurred before the policy period, but only if, during the policy period, you first have knowledge of or can reasonably foresee any circumstances which might result in a claim or “suit” and you give written notice of the information to us in accordance with the **Duties In The Event Of Occurrence, Claim Or Suit** condition below.

c. A claim by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:

- (1) When notice of such claim is received and recorded by any insured or by us, whichever comes first; or
- (2) When we make settlement in accordance with paragraph 1. a. above.

All claims for damages to the same person or organization as a result of a negligent act, error or omission will be deemed to have been made at the same time the first of those claims is made against any insured.

2. Exclusions

This insurance does not apply to:

- a. Any dishonest, fraudulent, criminal or malicious act, libel, slander, discrimination, or humiliation.
- b. “Bodily injury” or “property damage”.

- c. Any claim based upon the insured's failure to comply with any law concerning workers compensation, unemployment compensation, Social Security or disability benefits.
- d. Any claim based upon:
 - (1) Failure of stock to perform as represented by an insured;
 - (2) Advice given by an insured to an employee to participate or not to participate in stock subscription plans; or
 - (3) The investment or non-investment of funds.
- e. Any claim for failure of performance of contract by an insurer, including failure of any "Employee Benefit Programs".
- f. Any liability arising out of any violation(s) of any provision(s) of the Employee Retirement Income Security Act of 1974, Public Law 93-406 (commonly referred to as the Pension Reform Act of 1974) or any amendments thereto.

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim or "suit " we defend:

- 1. All expenses we incur.
- 2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- 3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- 4. All costs taxed against the insured in the "suit ".
- 5. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
- 6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II — WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. An organization other than a partnership or joint venture, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - d. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- 2. Each of the following is also an insured:
 - a. Each of your "employees" who is or was authorized to administer your "employee benefit program".
 - b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
 - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.
 - 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
 - b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.

SECTION III — LIMITS OF INSURANCE

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

- c. Persons or organizations making claims or bringing "suits".
- 2. The Aggregate Limit is the most we will pay for the sum of all damages under this Coverage Part.
- 3. Subject to 2. above, the Each Claim Limit is the most we will pay for the sum of all damages under this Coverage Part arising out of all acts or omissions in connection with the same professional service regardless of the number of claims or claimants.

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

SECTION IV — DEDUCTIBLE

Our obligation under this insurance to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount shown in the Declarations. The limits of insurance applicable to each claim will be reduced by the deductible amount. Aggregate limits shall not be reduced by the application of the deductible amount.

The terms of this insurance apply irrespective of the application of the deductible amount.

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

SECTION V — CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of any negligent act, error or omission which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the negligent act, error or omission took place.
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the negligent act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received, and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which the insurance may also apply.

d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

- a. This insurance is excess over any of the other insurance, except for Other Insurance bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part;
- b. When the insurance is excess, we will have no duty to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers;

c. When this insurance is excess over the other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the non-renewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION VI — DEFINITIONS

1. "Administration" means:

- a. Giving counsel to employees respecting "Employee Benefit Programs";
- b. Interpreting the "Employee Benefit Programs";
- c. Handling records in connection with the "Employee Benefit Programs"; or
- d. Effecting enrollment, termination or cancellation of employees under the "Employee Benefit Programs";

provided all such acts are authorized by you.

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

3. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

4. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

5. "Employee Benefit Programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

- a. Group life insurance, group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits.
- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

6. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
7. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property; or
 - b. Loss of use of tangible property that is not physically injured.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Suit" means a civil proceeding in which damages because of any negligent act, error or omission to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
9. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

POLICY NUMBER	POLICY PERIOD	COVERAGE IS PROVIDED IN THE		AGENCY
NAMED INSURED AND ADDRESS			AGENT	

MORTICIANS' MALPRACTICE AND CEMETERY PROFESSIONAL LIABILITY
 COVERAGE PART DECLARATIONS

ONLY THOSE COVERAGES FOR WHICH A PREMIUM CHARGE IS SHOWN BELOW ARE PROVIDED

MORTICIANS' MALPRACTICE

LIMITS OF INSURANCE	
EACH CLAIM LIMIT	\$
AGGREGATE LIMIT	\$
PREMIUM	
TOTAL ADVANCE PREMIUM FOR THIS COVERAGE	\$

CEMETERY PROFESSIONAL

LIMITS OF INSURANCE	
EACH CLAIM LIMIT	\$
AGGREGATE LIMIT	\$
PREMIUM	
TOTAL ADVANCE PREMIUM FOR THIS COVERAGE	\$

SCHEDULE OF INSURED CEMETRY LOCATIONS (ENTER SAME, IF SAME AS ABOVE)

**THIS PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE FORM CAREFULLY.**

MORTICIANS' MALPRACTICE AND CEMETERY PROFESSIONAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Please read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II — WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V — DEFINITIONS**.

SECTION I — COVERAGE

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages arising out of:

(1) Morticians' Malpractice Liability

The insured's rendering or failing to render professional services in the conduct of the insured's operation as a mortician.

(2) Cemetery Professional Liability

The insured's rendering or failing to render professional services in the conduct of the insured's cemetery operations.

We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in **SECTION III — LIMITS OF INSURANCE**; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS**.

b. This insurance applies to damages:

(1) Which are caused by an "occurrence". The "occurrence" must take place in the "coverage territory".

(2) Only if the claim is made or "suit" is brought against the insured for:

(i) "Occurrences" which occur during the policy period and then only if the claim is made or "suit" is brought:

a. During the policy period; or

b. Within one year after the end of the policy period.

If, during the policy period, the insured shall have knowledge or become aware of any "occurrence" and shall, during the policy period, give written notice thereof to us, then that notice shall be considered a claim under this insurance.

(ii) "Occurrences" which occurred before the policy period, but only if, during the policy period, you first have knowledge of or can reasonably foresee any circumstances which might result in a claim or "suit" and you give written notice of the information to us in accordance with the **Duties In The Event Of Occurrence, Claim Or Suit** condition below.

c. A claim by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:

(1) When notice of such claim is received and recorded by any insured or by us, whichever comes first; or

(2) When we make settlement in accordance with paragraph **1. a.** above.

All claims for damages to the same person or organization as a result of an "Occurrence" will be deemed to have been made at the same time the first of those claims is made against any insured.

2. Exclusions

This insurance does not apply to:

- a. Damages the insured is obligated to pay by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) Assumed in a contract or agreement that is an "insured contract", provided any "occurrence" causing such liability happens after the execution of the contract or agreement.
- (2) That the insured would have in the absence of the contract or agreement.

- b. Liability for injury or damage arising out of willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured. This exclusion does not apply to an act done in good faith at the request of a public official who has apparent authority to require or permit such act.

- c. Liability for injury or damage arising out of the ownership, maintenance, use or entrustment to others of any motor vehicle or animal-drawn vehicle owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the injury or damage involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) Injury or damage occurring on, or on the ways next to, premises you own, rent or control; or
 - (2) Any "occurrence" resulting only in mental anguish, and unaccompanied by "bodily injury".
- d. "Bodily injury" or mental anguish to:
- (1) An employee of the insured arising out of and in the course of employment by the insured; or
 - (2) The spouse, child, parent, brother or sister of that employee as a consequence of d.(1) above.

This exclusion applies:

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

This exclusion does not apply to liability assumed by the insured under an "insured contract".

- e. Any obligation of the insured under a workers' compensation, disability benefits or unemployment law or any similar law;
- f. Any property or facility owned by or rented to the insured or held by him on consignment prior to sale.

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim or "suit" we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
4. All costs taxed against the insured in the "suit".
5. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II — WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. An organization other than a partnership or joint venture, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - d. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:
 - a. Your “employees”, other than either your “executive officers” (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company) but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
 - b. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

SECTION III — LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or “suits” brought; or
 - c. Persons or organizations making claims or bringing “suits”.
2. The Aggregate Limit is the most we will pay for the sum of all damages under this Coverage Part.
3. Subject to 2. above, the Each Claim Limit is the most we will pay for the sum of all damages under this Coverage Part arising out of all acts or omissions in connection with the same professional service.

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

SECTION IV — CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured’s estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of any negligent act, error or omission which may result in a claim.

To the extent possible, notice should include:

- (1) How, when and where the “occurrence” took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the “occurrence”.

- b. If a claim is made or “suit” is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or “suit” and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or “suit” as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or “suit”;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the claim or “suit”;
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which the insurance may also apply.

- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a “suit” asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant’s legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

- a. This insurance is excess over any of the other insurance, except for Other Insurance bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part;
- b. When the insurance is excess, we will have no duty to defend any claim or “suit” that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against all those other insurers;

c. When this insurance is excess over the other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the non-renewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V — DEFINITIONS

1. "Aircraft" means a weight-carrying structure for navigation of the air that is supported either by its own buoyancy or by the dynamic action of the air against its surfaces.
2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
3. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between places included in a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in 3.a. above; or
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
4. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
5. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
6. "Insured contract" means that part of any contract or agreement pertaining to your business under which you assume the tort liability of another to pay damages to a third person or organization, because of their rendering or failure to render professional services as a mortician. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

7. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
8. "Loading or unloading" means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an "aircraft", watercraft, motor vehicle or animal-drawn vehicle; or
 - b. While it is in or on an "aircraft", watercraft, motor vehicle or animal-drawn vehicle; or
 - c. While it is being moved from an "aircraft", watercraft, motor vehicle or animal-drawn vehicle to the place where it is finally delivered.
9. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
10. "Suit" means a civil proceeding in which damages because of any "occurrence" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
11. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

But "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the "aircraft", watercraft, motor vehicle or animal-drawn vehicle.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUPPLEMENTAL PROPERTY DAMAGE COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

COVERAGE	LIMITS OF LIABILITY	DEDUCTIBLE
Property Damage	\$ 5,000 Each Occurrence \$25,000 Aggregate	\$250 Each Claim

1. Insuring Agreement

We will pay, at the request of the insured, for "property damage" to property of others in the insured's care, custody or control. The "property damage" must be caused by an "occurrence" and result from operations which take place away from the insured's premises and which are a part of your business. That business must be afforded coverage under the Commercial General Liability Policy to which this endorsement is attached.

2. Exclusions

This insurance does not apply to:

a. "Property damage:"

- (1)** To property held by the insured for servicing, repair, safekeeping, storage or sale on, or on the ways next to, premises the insured owns, rents, operates or uses;
- (2)** Arising out of the transportation, including "loading or unloading," of property by any "auto," motorcycle, snowmobile, trailer, watercraft or aircraft owned or operated by or rented or loaned to any insured.
- (3)** Arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto," motorcycle, snowmobile, trailer, watercraft or aircraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".
- (4)** To property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

- (5)** To property loaned to any insured.

b. Damages claimed for the cost of repairing or replacing:

- (1)** Any of "your work" defectively or incorrectly performed or completed by you or on your behalf;
- (2)** "Your product" because of "property damage" arising out of it, unless the damage is caused directly by the insured after delivery and results from a subsequent undertaking;
- (3)** "Your work" because of "property damage" arising out of it, unless the damage is caused directly by the insured after completion and results from a subsequent undertaking;
- (4)** Any property because of liability assumed by the insured under any contract or agreement.

c. "Property damage" including within the "explosion hazard," the "collapse hazard" or the "underground property damage hazard".

d. "Property damage" caused by or arising out of work performed on your behalf by a subcontractor. This exclusion **d.** does not apply to work done for you by subcontractors which is covered by this policy for "property damage" coverage.

3. Limits of Insurance

a. The Limits of Insurance shown in the Schedule above and the rules below fix the most we will pay regardless of the number of:

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

- b. The Aggregate Limit is the most we will pay for the sum of all damages under this endorsement;
- c. Subject to b. above, the Each Occurrence Limit is the most we will pay because of all "property damage" arising out of any one "occurrence".

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

4. Deductible

Our obligation under this insurance to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount stated in the Schedule above. The limits of insurance applicable to each claim will be reduced by the deductible amount. Aggregate limits shall not be reduced by the application of the deductible amount.

The terms of this insurance apply irrespective of the application of the deductible amount.

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

5. Conditions

a. Additional Duties In The Event Of Occurrence, Claim Or Suit

In the event of loss, at our request you shall replace the property or furnish the labor and materials necessary for repairs at your actual cost, excluding any profit or overhead charges. Any property so paid for or replaced shall become our property. Payment under this endorsement shall not constitute an admission of liability of the insured or, except for this endorsement, us.

b. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, then the insurance provided by this endorsement is excess. We will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

BEAUTICIANS' AND BARBERS' PROFESSIONAL LIABILITY COVERAGE PART
CHURCH COUNSELING PROFESSIONAL LIABILITY COVERAGE PART
MORTICIANS' MALPRACTICE AND CEMETERY PROFESSIONAL LIABILITY COVERAGE PART

The following exclusion is added to paragraph 2., **Exclusions of COVERAGES – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I – COVERAGES)**:

This insurance does not apply to:

“Bodily injury” to:

- (1) A person arising out of any:
- (a) Refusal to employ that person;
 - (b) Termination of that person’s employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of “bodily injury” to that person at whom any of the employment-related practices described in paragraphs (1) (a), (b) or (c) above is directed.

This exclusion applies:

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

POLICY NUMBER	POLICY PERIOD	COVERAGE IS PROVIDED IN THE		AGENCY
NAMED INSURED AND ADDRESS			AGENT	

PRINTERS' PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS

LIMITS OF INSURANCE

AGGREGATE LIMIT \$

EACH CLAIM LIMIT \$

PREMIUM

TOTAL ADVANCE PREMIUM FOR THIS COVERAGE PART \$

PRINTERS' PROFESSIONAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Please read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II — WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V — DEFINITIONS**.

SECTION I — COVERAGE

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages arising out of the insured's rendering or failing to render "printing services". We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any negligent act, error or omission and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III — LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS**.

b. This insurance applies to damages, arising out of the insured's rendering or failing to render "printing services", only if:

- (1) The claim is made or "suit" is brought against the insured for negligent acts, errors or omissions which occur during the policy period; and

(2) Prior to the policy period, no insured listed under paragraph 1. of **SECTION II — WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of any negligent act, error, omission or claim, knew that the damages, arising out of the insured's rendering or failing to render "printing services", had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that damages, arising out of the insured's rendering or failing to render "printing services", occurred, then any continuation, change or resumption of such damages during or after the policy period will be deemed to have been known prior to the policy period.

c. Damages, arising out of the insured's rendering or failing to render "printing services", which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under paragraph 1. of **SECTION II — WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of any negligent act, error, omission or claim, includes any continuation, change or resumption of that damage after the end of the policy period.

d. Damages, arising out of the insured's rendering or failing to render "printing services", will be deemed to have been known to have occurred at the earliest time when any insured listed under paragraph 1. of **SECTION II — WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of any negligent act, error or omission:

- (1) Reports all, or any part, of the damages to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages, arising out of the insured's rendering or failing to render "printing services"; or
- (3) Becomes aware by any other means that damages has occurred or has begun to occur.

2. Exclusions

This insurance does not apply to:

- a. Any obligation of the insured to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
- b. "Bodily Injury".
- c. "Property Damage".
- d. "Personal Injury".
- e. Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
- f. Liability arising out of the willful violation of a penal statute or ordinance.
- g. Liability arising out of the infringement of copyright, title, slogan, patent, trademark, trade dress, trade name, service mark or service name.
- h. Liability arising out of unfair competition or violation of anti-trust laws.
- i. Any claim for damages made by a present, former or future partner, officer, director, stockholder or employee of the insured.
- j. Any claim for reimbursement of costs of:
 - (1) Printing or printing materials;
 - (2) Recovery, shipment or reprinting caused by a physical defect in printing or publishing material;
 - (3) Correcting printing errors; or
 - (4) Additional services performed to correct deficiencies in the original printing services performed for others.
- k. Liability arising out of the actual, alleged or threatened discharge, dispersal, release or escape of "pollutants".
- l. Any claim for damages arising from a default by or on behalf of the insured with respect to the performance of any contract or agreement. But this exclusion does not apply if such default arises out of the rendering or failure to render "printing services" for others.
- m. Any claim for damages arising out of a violation of any civil rights law, including discrimination on account of race, religion, sex or age.
- n. Any dishonest, fraudulent or criminal act or omission of any insured.
- o. Any claim for punitive or exemplary damages.

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim or "suit" we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
4. All costs taxed against the insured in the "suit".
5. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II — WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. An organization other than a partnership or joint venture, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - d. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:
 - a. Your “employees”, other than either your “executive officers” (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company) but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
 - b. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III — LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or “suits” brought; or
 - c. Persons or organizations making claims or bringing “suits”.
2. The Aggregate Limit is the most we will pay for the sum of all damages under this Coverage Part.
3. Subject to 2. above, the Each Claim Limit is the most we will pay for the sum of all damages for each claim or “suit” covered by this Coverage Part.

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

SECTION IV — CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured’s estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of any negligent act, error or omission which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the negligent act, error or omission took place;

- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the negligent act, error or omission.

- b. If a claim is made or “suit” is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or “suit” and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or “suit” as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or “suit”;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the claim or “suit”; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which the insurance may also apply.

- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

- e. We have no duty to provide coverage under this policy unless there has been full compliance with all of the Conditions in the Coverage Parts.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a “suit” asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant’s legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

- a. This insurance is excess over any of the other insurance, except for Other Insurance bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part;
- b. When the insurance is excess, we will have no duty to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers;
- c. When this insurance is excess over the other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the non-renewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

10. Retraction

You must make a good faith effort to promptly retract or correct any material which is untrue or which has been printed through your error or mistake or through the error or mistake of anyone working on your behalf.

SECTION V — DEFINITIONS

1. "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
2. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
3. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
4. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
5. "Personal Injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention, or imprisonment;
 - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy.
6. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
7. "Printing Services" means the printing, typesetting or layout of material and may include providing technical guidance in the selection of the appropriate colors, inks, paper or other items affecting the appearance, but not the content, of the material being printed. "Printing Services" does not include exercising editorial control over the content of the material being printed or the collection or mathematical manipulation of data.
8. "Property Damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the occurrence that caused it.
- For the purposes of this insurance, electronic data in not tangible property.
- As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
9. "Suit" means a civil proceeding in which damages because of any negligent act, error or omission to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
10. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOVING AND STORAGE PROGRAM — GENERAL LIABILITY COVERAGE EXTENSIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. BLANKET ADDITIONAL INSURED

1. **SECTION II — WHO IS AN INSURED** is amended to include as an insured any person or organization (called additional insured) whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
 - a. Currently in effect or becoming effective during the term of this policy; and
 - b. Executed prior to the “bodily injury”, “property damage” or “personal and advertising injury”.
2. The insurance provided to the additional insured is limited as follows:
 - a. That person or organization is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf.in the performance of your operations for the additional insured.
 - b. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- c. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of “insured contract” under **DEFINITIONS (SECTION V)** do not apply to “bodily injury” or “property damage” arising out of the “products-completed operations hazard” unless required by the written contract or written agreement.
- d. The insurance provided to the additional insured does not apply to:

“Bodily injury”, “property damage”, or “personal and advertising injury” arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

 - (1) The preparing, approving, or failure to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.
- e. We have no duty to defend or indemnify an additional insured under this endorsement:
 - (1) For any liability due to negligence attributable to any person or entity other than you or those acting on your behalf in the performance of your operations for the additional insured.
 - (2) For any loss which occurs prior to our named insured commencing operations at the location of the loss.
 - (3) Until we receive written notice of a claim or “suit” from the additional insured as required in the **Duties In The Event of Occurrence, Offense Claim or Suit Condition**.

3. As respects the coverage provided under this endorsement, the **COMMERCIAL GENERAL LIABILITY CONDITIONS (SECTION IV)** are amended as follows:

a. The following is added to the **Duties In the Event of Occurrence, Offense, Claim or Suit Condition**:

An additional insured under this endorsement will as soon as practicable:

(1) Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;

(2) Agree to trigger or activate any other insurance which the additional insured has, which is primary, for a loss we cover under this Coverage Part by rendering the defense to the insurers of all such other insurance.

b. As respects the coverage provided under this endorsement, Paragraph **4.b.** of the **Other Insurance Condition** is deleted and replaced by the following:

4. Other Insurance

b. Excess Insurance

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless the written contract or agreement described in **1.** above specifically requires that this insurance be provided on either a primary basis or a primary and noncontributory basis.

B. BLANKET WAIVER OF SUBROGATION

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS, Item **8.** is deleted and replaced with:

8. Transfer of Rights of Recovery Against Others to Us and Blanket Waiver of Subrogation

a. If the insured has rights to recover all or part of any payment we have made under this coverage part, those rights are transferred to us. The insured must do nothing after the loss to impair those rights. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

b. If required by a written "insured contract", we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or your work for that person or organization.

C. BROADENED NAMED INSURED

SECTION II — WHO IS AN INSURED, Item **3.** is deleted and replaced with the following:

3. All of your subsidiaries, companies, corporations, firms, or organizations, as now or hereafter constituted, qualify as a named insured under this policy if:

(a) You have the responsibility of placing insurance for such entity; and

(b) Coverage for the entity is not otherwise more specifically provided; and

(c) The entity is legally incorporated or organized under the laws of the states, territories or possessions of the United States of America.

But each entity is insured only while you own a controlling interest greater than 50% of the stock or assets. However:

(a) Coverage under this provision is afforded only until the end of the policy period or until the next twelve month anniversary of the policy inception date, whichever is earlier;

(b) **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;

(c) **COVERAGE B** does not apply to "personal injury and advertising injury" arising out of an offense committed before you acquired or formed the organization.

D. MEDICAL PAYMENTS

Unless **COVERAGE C MEDICAL PAYMENTS** is excluded from this policy,

1. The Insuring Agreement of **COVERAGE C (MEDICAL PAYMENTS)** is extended to apply to medical expenses incurred and reported to us within three years of the date of the accident.

2. **SECTION I COVERAGES, COVERAGE C**, item **2.f.** is deleted and replaced by the following:

f. Included within the "products-completed operations hazard". However, this exclusion does not apply to expenses for dental services.

E. DAMAGE BY FIRE, EXPLOSION, SMOKE OR LEAKAGE

1. Under **Coverage A (BODILY INJURY AND PROPERTY DAMAGE LIABILITY)**, the last paragraph of Item 2. Exclusions is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, smoke or leakage from fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III — LIMITS OF INSURANCE.**

2. **SECTION III — LIMITS OF INSURANCE,** item 6. is replaced by the following:

6. Subject to 5. above, the Damage To Premises Rented to You Limit is the most we will pay in any one event under **COVERAGE A** for damages because of "property damage" from fire, explosion, smoke or leakage from automatic fire protection systems, or any combination of these perils to any one premises while rented to you or temporarily occupied by you with permission of the owner.

3. **SECTION IV (COMMERCIAL GENERAL LIABILITY CONDITIONS),** Condition 4. (**Other Insurance**) item **b.(1)(b)** is deleted and replaced by the following:

- (b)** That is Fire or Extended Coverage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

F. EXTENDED NON-OWNED WATERCRAFT

Under **SECTION I, COVERAGE A,** exclusion **2.g.(2)(a)** is deleted and replaced by the following:

- (a)** Less than 50 feet long; and

G. CHARTERED AIRCRAFT

SECTION I, COVERAGE A, Item **2.g.(6)** is added:

- (6)** An aircraft in which you have no ownership interest and that you have chartered with a crew.

H. AMENDED COVERAGE TERRITORY

1. Paragraph 4. of **SECTION V DEFINITIONS** is deleted and replaced by the following:

4. "Coverage territory" means anywhere in the world.

2. The following provisions are added but do not apply to claims made or suits brought in the United States of America, (including its territories and possessions), Puerto Rico and Canada.

a. Indemnification

If we are prevented by law or otherwise from making payments on behalf of the insured, we will indemnify the insured for loss sustained to the extent that such loss is covered by the policy.

b. Defense

If we are not legally permitted to or cannot for any reason defend any suit against the Insured, we will reimburse the insured for the defense expense incurred provided we gave prior approval to the defense of the suit.

- c. Paragraph 4. Of **SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted and replaced by the following:

Other Insurance

If collectible insurance with any insurer is available to the insured covering a loss also covered hereunder, the insurance hereunder shall be in excess of, and not contribute with, such other insurance provided; however, this does not apply to insurance which is written as excess insurance, over the limits of insurance provided in this policy.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, we shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

Contribution by equal shares:

If all of such valid and collectible insurance provides for contribution by equal shares, we shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limits of insurance under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

I. BROADENED PERSONAL AND ADVERTISING INJURY

Unless Personal and Advertising Injury Coverage is excluded from this policy:

1. SECTION V — DEFINITIONS, item **14.** is deleted and replaced by the following:

- 1.** "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a.** False arrest, detention or imprisonment;
 - b.** Malicious prosecution or abuse of process;
 - c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d.** Oral, written, televised, or videotaped publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e.** Oral, written, televised, or videotaped publication of material that violates a person's right to privacy;
 - f.** The use of another's advertising idea in your "advertisement"; or
 - g.** Infringing upon another's copyright, trade dress or slogan in your "advertisement".

2. SECTION I — COVERAGES, COVERAGE B, items **2.b** and **2.c** are deleted and replaced by the following:

- b.** Arising out of oral, written, televised, or videotaped publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- c.** Arising out of oral, written, televised, or videotaped publication of material whose first publication took place before the beginning of the policy period.

J. MENTAL ANGUISH INCLUDED IN BODILY INJURY

SECTION V — DEFINITIONS, item **3.** is deleted and replaced by the following:

- 3.** "Bodily injury" means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish which result at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or disease.

K. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS, item **6.** is amended to include:

- d.** If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this coverage form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

L. AMENDMENT OF AGGREGATE LIMIT OF INSURANCE

The General Aggregate Limit of Insurance (**SECTION III**) applies separately to:

- 1.** Each of your "locations" owned by or rented to you; and
- 2.** Each of your projects away from premises owned by or rented to you.

"Location" means premises involving the same or connecting lots or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

M. ADDITIONAL INSURED — LESSOR OF LEASED EQUIPMENT

- 1. WHO IS AN INSURED (SECTION II)** includes as an insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this provision ends when their contract or agreement with you for such leased equipment ends.

- 2.** With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- a.** To any "occurrence" which takes place after the equipment lease expires;
- b.** To "bodily injury" or "property damage" arising out of the sole negligence of such person or organization.

N. LIBERALIZATION

If we revise this endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. AMENDED DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM, OR SUIT

SECTION IV, items **2.a.** and **b.** (**Commercial General Liability Conditions — Duties in The Event of Occurrence, Offense, Claim, or Suit**), are replaced by the following:

- a.** In the event of an “occurrence”, offense, claim, or “suit” you must promptly notify us. Your duty to promptly notify us is in effect when your executive officers, partners, members or legal representatives are aware of the “occurrence”, offense, claim, or “suit”. Knowledge of an “occurrence”, offense, claim or “suit” by other employees does not imply you also have such knowledge.
- b.** Notice to us should include:
 - (1)** How, when and where the “occurrence” or offense took place;

- (2)** The name and address of any injured persons and witnesses; and
- (3)** The nature and location of any injury or damage arising out of the “occurrence”, offense, claim or “suit”.

P. CANCELLATION

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include:

10. Cancellation

If we cancel this policy for any reason other than non-payment of premium we will mail or deliver written notice of cancellation to the first named insured at least 120 days prior to the effective date of cancellation. This 120 day period supersedes any lesser period minimum requirement as described in the Common Policy Conditions or in any state amendatory endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION — LEAD LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This policy does not apply to any liability, loss, cost or expense:

- a.** For injury or damage arising out of the actual, alleged or threatened ingestion, inhalation or absorption of lead into a person.
- b.** For damage to, loss of use of, or reduction in the value of a building or any property due to the actual or alleged presence of lead;
- c.** Arising out of the removal or abatement of lead from any building or from any property;
- d.** Arising out of the encapsulation or containment of lead within a building;
- e.** Arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of lead; or
- f.** Arising out of any claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL PERSONS INSURED — EMPLOYEE BODILY INJURY TO ANOTHER EMPLOYEE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Paragraph **2.a.(1)** in **Section II — Who Is An Insured** is replaced with the following:

- (1) "Bodily injury" or "personal and advertising injury":
- (a) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company); or
 - (b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** above; or
 - (c) Arising out of his or her providing or failing to provide professional health care services.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTERIOR INSULATION AND FINISH SYSTEM EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" caused directly or indirectly, in whole or in part, by the design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction, or replacement, of an "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or
2. Any moisture-related or dry rot-related "property damage" to a house or other building to which an "exterior insulation and finish system" has been applied, if that "property damage" is caused directly or indirectly, in whole or in part, by the "exterior insulation and finish system";

Regardless of any other cause or event that contributed concurrently or in any sequence to that injury or damage.

For the purposes of this endorsement, an "exterior insulation and finish system" means an exterior cladding or finish system applied to a house or other building, and consisting of:

- a. A rigid or semi-rigid insulation board made of expanded polystyrene or other materials; and
- b. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate; and
- c. A reinforcing mesh that is embedded in a base coat applied to the insulation board; and
- d. A finish coat providing surface texture and color.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD FORM PRODUCTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Under **Section I — Coverages**, Coverage **A. Bodily Injury and Property Damage**, Exclusion **2.k. — Damage to Your Product** is deleted and replaced by the following:

"Property Damage" to "your product" arising out of it or any part of it. This exclusion does not apply to any parts or accessories installed in any "auto", watercraft or "mobile equipment". However, subject to **Section III — Limits of Liability**, the coverage only applies to that amount of "property damage" to "your product" that exceeds \$250 in any one "occurrence".

This insurance does not apply to damages which are covered under any manufactures warranty, extended warranty or mechanical breakdown agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. WHO IS AN INSURED (Section II)** is amended to include as an insured any person or organization (called additional insured) whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
 2. Executed prior to the "bodily injury", "property damage" or "personal and advertising injury".
- B.** The insurance provided to the additional insured is limited as follows:
1. That person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.in the performance of your operations for the additional insured.
 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
 3. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under **DEFINITIONS (SECTION V)** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- 4.** The insurance provided to the additional insured does not apply to:
"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
- a. The preparing, approving, or failure to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
- 5.** We have no duty to defend or indemnify an additional insured under this endorsement:
- a. For any liability due to negligence attributable to any person or entity other than you or those acting on your behalf in the performance of your operations for the additional insured.
 - b. For any loss which occurs prior to our named insured commencing operations at the location of the loss.
 - c. Until we receive written notice of a claim or "suit" from the additional insured as required in the **Duties In The Event of Occurrence, Offense Claim or Suit Condition**.
- C.** As respects the coverage provided under this endorsement, the **COMMERCIAL GENERAL LIABILITY CONDITIONS (SECTION IV)** are amended as follows:
1. The following is added to the **Duties In The Event of Occurrence, Offense, Claim or Suit Condition**:
An additional insured under this endorsement will as soon as practicable:

- (1) Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
 - (2) Agree to trigger or activate any other insurance which the additional insured has, which is primary, for a loss we cover under this Coverage Part by tendering the defense to the insurers of all such other insurance.
2. As respects the coverage provided under this endorsement, Paragraph **4.b.** of the Other Insurance Condition is deleted and replaced by the following:
 4. **Other Insurance**
 - b. **Excess Insurance**

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless the written contract or agreement described in **A.** above specifically requires that this insurance be provided on either a primary basis or a primary and noncontributory basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED ENDORSEMENT — SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization

- A. WHO IS AN INSURED (Section II)** is amended to include as an insured the person or organization named in the Schedule above (called additional insured) whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
 2. Executed prior to the "bodily injury", "property damage" or "personal and advertising injury".
- B.** The insurance provided to the additional insured is limited as follows:
1. That person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.in the performance of your operations for the additional insured.
 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
 3. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under **DEFINITIONS (SECTION V)** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
 4. The insurance provided to the additional insured does not apply to:
"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failure to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
5. We have no duty to defend or indemnify an additional insured under this endorsement:
- a. For any liability due to negligence attributable to any person or entity other than you or those acting on your behalf in the performance of your operations for the additional insured.
 - b. For any loss which occurs prior to our named insured commencing operations at the location of the loss.
 - c. Until we receive written notice of a claim or "suit" from the additional insured as required in the **Duties In The Event of Occurrence, Offense Claim or Suit Condition**.
- C. As respects the coverage provided under this endorsement, the **COMMERCIAL GENERAL LIABILITY CONDITIONS (SECTION IV)** are amended as follows:
- 1. The following is added to the **Duties In The Event of Occurrence, Offense, Claim or Suit Condition**:

An additional insured under this endorsement will as soon as practicable:

- (1) Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
 - (2) Agree to trigger or activate any other insurance which the additional insured has, which is primary, for a loss we cover under this Coverage Part by tendering the defense to the insurers of all such other insurance.
2. As respects the coverage provided under this endorsement, Paragraph **4.b.** of the Other Insurance Condition is deleted and replaced by the following:

4. Other Insurance

b. Excess Insurance

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless the written contract or agreement described in **A.** above specifically requires that this insurance be provided on either a primary basis or a primary and noncontributory basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES — CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BEAUTICIANS' AND BARBERS' PROFESSIONAL LIABILITY COVERAGE PART
PRINTERS' PROFESSIONAL LIABILITY COVERAGE PART
PRODUCT RECALL EXPENSE COVERAGE FORM

- A. Paragraph **5.** of the **Cancellation** Common Policy Condition is replaced by the following:
- 5.a.** If this policy is cancelled, we will send the first Named Insured any premium refund due.
 - b.** 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 pre-paid policy that was written for a term of more than one year.
 - c.** If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in **b.(2), (3) or (4)** above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.
 - d.** The cancellation will be effective even if we have not made or offered a refund.
 - e.** If the first Named Insured cancels the policy, we will retain no less than \$100 of the premium, subject to the following:

We will retain the premium developed for any annual policy period for the General Liability Classifications, if any, shown in the Declarations.
- B. The following is added to the **Cancellation** Common Policy Condition:
- 7. 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.** Subject to Paragraph **7.c.**, if we cancel for:
 - (1)** 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.
 - (2)** Any other reason, we will mail or deliver notice of cancellation to the first Named Insured at least 20 days before the effective date of cancellation.

- C. The following Condition is added and supersedes any other provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations 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 the first Named Insured's failure to pay any premium required for renewal.

2. We will mail our notice to the first Named Insured's mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BEAUTICIANS' AND BARBERS' PROFESSIONAL LIABILITY COVERAGE PART
PRINTERS' PROFESSIONAL LIABILITY COVERAGE PART

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

We will be entitled to recovery only after the insured ("insured") has been fully compensated for the loss or damage sustained, including expenses incurred in obtaining full compensation for the loss or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS EMPLOYEE BENEFIT LIABILITY COVERAGE FORM (OCCURRENCE VERSION)

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE LIMITS OF INSURANCE

\$	Aggregate Limit
\$	Each "Negligent Act"
\$1000.00	Deductible Applies to Each "Negligent Act"
\$	Premium

Information required to complete this schedule, if not shown on this endorsement, will be shown in the declarations.

A. The following is added to Section I — Coverages

1. Coverage — Employee Benefits Liability

a. We will pay those sums the insured becomes legally obligated to pay as damages sustained by an "employee", former "employee", or any of their beneficiaries or legal representatives and caused by any "negligent act", error or omission of the insured, or any other person for whose acts you are legally liable in the "administration" of your "employee benefit program". This insurance applies to any "negligent act", error or omission which occurs in the "coverage territory" and during the policy period. We will have the right and duty to defend any "suit" seeking those damages, even if any allegations of the "suit" are groundless, false or fraudulent. But:

- (1) The amount we pay for damages is limited as described in Paragraph C — **Limits Of Insurance**.
- (2) We may at our discretion, investigate any "negligent act", error or omission and settle any claim or "suit" that may result; and

- (3) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this coverage part.

No other obligation or liability to pay sums or services is covered unless explicitly provided for under Paragraph B — **SUPPLEMENTARY PAYMENTS**.

- b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of a \$1000 deductible which will be applied as follows:
 - (1) The deductible will apply to all damages sustained by one person or organization as the result of any one "negligent act".
 - (2) The limits of insurance applicable to each "negligent act" will be reduced by the amount of such deductible.
 - (3) The aggregate limit shall not be reduced by the deductible amount.

2. Exclusions

This insurance does not apply to any claim or "suit" arising out of:

a. Dishonest, Fraudulent, Criminal Or Malicious Acts

Any dishonest, fraudulent, criminal or malicious act, error or omission committed by any insured, whether acting alone or in collusion with others;

b. Libel, Slander, Discrimination, Humiliation

Libel, slander, discrimination, or humiliation;

c. Bodily Injury and Property Damage

"Bodily injury" to, or sickness, disease or death of any person, or injury or destruction of any tangible property, including all resulting loss of use of that property;

d. Failure Of Contractual Obligation

The failure of an insurance company or other organization to perform its contractual obligations with the insured;

e. Insufficiency Of Funds

Insufficiency of funds to meet any obligations under any plan included in the "employee benefit program";

f. Inadequacy Of Performance Of Investment

The failure of any investment to perform as represented by any insured;

g. Advice Given With Respect To Participation

Advice given by any insured to any "employee" to participate or not participate in stock subscription plans;

h. Workers Compensation And Similar Laws

Failure to comply with the mandatory provisions of any law concerning workers' compensation, unemployment insurance, social security, disability benefits, or any similar law;

i. ERISA

The liability of a fiduciary imposed by the Employee Retirement Income Security Act of 1974 or any similar legislation that may be enacted an Internal Revenue Code of 1986 (including the Internal Revenue Code of 1954) and its amendments;

j. Failure To Maintain Insurance

Failure to procure or maintain adequate bonds or insurance on assets of any "employee benefit program";

k. Failure To Perform A Contract

Failure of performance of contract by any insured; or

l. Expected Or Intended Injury

Injury or damage either expected or intended by you.

B. SUPPLEMENTARY PAYMENTS

For the purposes of the coverage provided by this endorsement, **Supplementary Payments — Coverages A, and B**, are replaced by the following:

We will pay, with respect to any claim or "suit" we defend:

1. All expenses we incur;
2. The cost of bonds to release attachments but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds;
3. All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$100 a day because of time off from work;
4. All costs taxed against the insured in the "suit";
5. Prejudgment interest awarded against the insured on that part of the judgment we pay if we make an offer to pay the applicable limit of insurance. We will not pay any prejudgment interest based on that period of time after the offer;
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

C. LIMITS OF INSURANCE

For purposes of the coverage provided by this endorsement, **Section III — Limits of Insurance** is replaced by the following:

1. The limits of insurance stated in the schedule and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Negligent acts";
 - c. Claims made or "suits" brought;

- d. Persons or organizations making claims or bringing “suits”; or
 - e. Plans included in your “employee benefit program”; and
2. The aggregate limit is the most we will pay for damages due to all “negligent acts”, errors or omissions insured under this endorsement.
 3. The each “negligent act” limit is the most we will pay for all damages from any one “negligent act”, subject to **C.2.** above.

The limits of this insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the endorsement period unless the endorsement period is extended after issuance for an additional period if less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

D. CONDITIONS

For purposes of the coverage provided by this endorsement, **Condition 2** of **Section IV** of the **Commercial General Liability Form** is replaced with the following:

2. Duties in the Event of a “Negligent Act”, Claim, or “Suit”

- a. You must see to it that we are notified as soon as practicable of any “negligent act”, error or omission which may result in a claim under this insurance. Notice should include:
 - (1) How, when, and where the “negligent act”, error or omission took place; and
 - (2) The names and addresses of any injured persons and witnesses;
- b. If a claim is received by an insured you must:
 - (1) Immediately record the specifics of the claim and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or “suit”;
 - (2) Authorize us to obtain records and other information;

- (3) Cooperate with us in the investigation, settlement or defense of the claim or “suit”; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of damages to which this insurance may also apply.
- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

E. DEFINITIONS

1. For purposes of the coverage provided by this endorsement, the following definitions are added to **Section V — Definitions**:
 - a. “Administration” means:
 - (1) Counseling employees (other than legal advice), including their dependents and beneficiaries, with respect to the “employee benefit program”;
 - (2) Handling records in connection with the “employee benefit program”; or
 - (3) Effecting or terminating any employee’s participation in a plan included in the “employee benefit program”.
 - b. “Cafeteria plan” means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
 - c. “Employee benefit program” means providing some or all of the following benefits to “employees,” whether provided through a “cafeteria plan” or otherwise:
 - (1) Group life insurance, group accident and health insurance; dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an “employee” may subscribe to such benefits and such benefits are made generally available to those “employees” who satisfy the plan’s eligibility requirements.
 - (2) Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and employee stock subscription plans, provided that no one other than an “employee” may subscribe to such benefits and such benefits are made generally available to all “employees” who are eligible under the plan for such benefits.

- (3) Workers' compensation;
 - (4) Unemployment insurance;
 - (5) Social security;
 - (6) Disability benefits insurance; and
 - (7) Travel, savings, or vacation plans; leave of absence programs, including military, maternity, family and civil leave; tuition assistance plans; transportation and health club subsidies.
- d. "Negligent act" means any negligent act, error or omission in the "administration" of your "employee benefit program".
2. For purposes of the coverage provided by this endorsement, Definitions **4**, **5** and **18** in **Section V — Definitions** are replaced by the following:
- a. "Coverage territory" means United States of America (including its territories and possessions), Puerto Rico and Canada.
 - b. "Employee" means your officers, partners, and employees whether actively employed, disabled, or retired.
 - c. "Suit" means a civil proceeding in which damages because of injury to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.

SERFF Tracking Number: GCCW-125375639 *State:* Arkansas
First Filing Company: General Casualty Company of Wisconsin, ... *State Tracking Number:* EFT \$50
Company Tracking Number: 040108 10351J
TOI: 17.2 Other Liability - Occurrence Only *Sub-TOI:* 17.2001 Commercial General Liability
Product Name: AR GL Independent Forms Intro Filing 040108
Project Name/Number: AR GL Independent Forms Intro Filing 040108/

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: GCCW-125375639 State: Arkansas
First Filing Company: General Casualty Company of Wisconsin, ... State Tracking Number: EFT \$50
Company Tracking Number: 040108 10351J
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability
Product Name: AR GL Independent Forms Intro Filing 040108
Project Name/Number: AR GL Independent Forms Intro Filing 040108/

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-Property & Casualty
Review Status: Approved 01/09/2008

Comments:

Attachment:

Property & Casualty Transmittal Document.pdf

Satisfied -Name: Memorandum-GL Forms
Review Status: Approved 01/09/2008

Comments:

Attachment:

Memorandum-GL Forms.pdf

Satisfied -Name: Filing Amendment Memorandum
Review Status: Approved 01/09/2008

Comments:

Attachment:

Filing Amendment Memorandum.pdf

Property & Casualty Transmittal Document (Revised 1/1/06)

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"> <tr> <td>New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table>		New Business		Renewal Business	
	New Business					
	Renewal Business					
	f. State Filing #:					
g. SERFF Filing #:						
h. Subject Codes						

3. Group Name	Group NAIC #
QBE Regional Insurance	0796

4. Company Name(s)	Domicile	NAIC #	FEIN #
General Casualty Company of Wisconsin	WI	24414	39-0301590
Regent Insurance Company	WI	24449	39-6062860

5. Company Tracking Number	040108 10351J
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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
Jackie Bjork One General Drive Sun Prairie WI 53596	Systems Support Specialist	(608) 825-5659	(608) 825-5100	jackie.bjork@gener alcasualty.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Jackie Bjork

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

9. Type of Insurance (TOI)	17.2 Other Liability -Occurrence Only
10. Sub-Type of Insurance (Sub-TOI)	17.2001 Commercial General Liability
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Commercial General Liability
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other
14. Effective Date(s) Requested	New: 4/01/08 Renewal: 4/01/08
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	12/04/2007
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking #	040108 10351J
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21. Filing Description [This area should be similar to the body of a cover letter and is free-form text]

This filing is intended to introduce several company independent forms into the state of Arkansas. The forms included in this filing are listed below:

Form #	Ed. Date	Form Title
CG7000	0786	Beauticians' and Barbers' Professional Liability Declarations
CG7001	0902	Beauticians and Barbers' Professional Liability Coverage Form
CG7030	0786	Church Counseling Professional Liability Declarations
CG7031	0902	Church Counseling Professional Liability Coverage Form
CG7060	0786	Employee Benefit Liability Declarations
CG7061	0902	Employee Benefit Liability Coverage Form
CG7090	0786	Morticians' Malpractice & Cemetery Professional Liability Declaration
CG7091	0902	Morticians' Malpractice & Cemetery Professional Liability Coverage Form
CG7120	0902	Supplemental Property Damage Coverage
CG7135	0398	Employment-Related Practices Exclusion
CG7160	1091	Printers' Professional Liability Declarations
CG7161	0902	Printers' Professional Liability Coverage Form
CG7180	0806	Moving and Storage Program-GL cov. Extensions
CG7944	0495	Exclusion-Lead Liability
CG7945	0806	Additional Persons Insured-Employee Bodily Injury to Another Employee
CG8030	0402	Exterior Insulation and Finishing System Exclusion
CG8047	0804	Broad Form Products
CG8102	0805	Contractors Blanket Additional Insured Endorsement
CG8103	0805	Contractors Additional Insured Endorsement-Scheduled Person or Organization
CG8142	0408	Arkansas Changes - Cancellation and Nonrenewal
CG8143	0408	Arkansas Changes - Transfer of Right of Recovery Against Others to Us

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

Check #: EFT
Amount: \$50.00

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

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

Memorandum – Forms

Commercial General Liability

**Company: General Casualty Company of Wisconsin
Regent Insurance Company**

CG7001 0902 - Beauticians and Barbers' Professional Liability Coverage Form

Beauticians' and Barbers' Professional Liability Coverage affords protection against claims for bodily injury or property damage that arises out of acts or omissions of a professional nature in the operation of a beauty shop or barber shop. Coverage is available only when written concurrently with Commercial General Liability. The coverage is not available to shops whose operations include such services as chiropody, skin tanning, weight reducing, slenderizing, hair removal by electrolysis or other treatments to the skin or body.

There will be additional premium charge for the attachment of this form. The rates and rules will be included under our company exception pages.

CG7031 0902 - Church Counseling Professional Liability Coverage Form

This form provides protection against claims for damages arising out of the insureds counseling activities. Coverage is available only to church risks. Coverage is not available to church risks that provide counseling services for a fee, perform counseling services for any other firm or organization or provide special facilities and personnel for counseling services.

There will be additional premium charge for the attachment of this form. The rates and rules will be shown under our company exception pages.

CG7061 0786 - Employee Benefit Liability Coverage Form

This form provides legal liability protection for damages sustained by the insured caused by any negligent act, error or omission in the administration of the insureds Employee Benefit Programs. This coverage does not provide for the insurance requirements or satisfy any obligations of any insured under the Employee Retirement Income Security Act of 1974 (E.R.I.S.A.), or any amendments to that Act.

This coverage is available only when written concurrently with Commercial General Liability. It may not be written for risks which act as trustees of any employee benefit programs.

There will be additional premium charge for the attachment of this form. The rates and rules will be included under our company exception pages.

CG7091 0902 - Morticians' Malpractice & Cemetery Professional Liability Coverage Form

This form affords protection against claims for damages arising out of the insureds rendering or failing to render professional services in the conduct of the insureds operations as a mortician.

The form also provides protection against claims for damages arising out of the insureds rendering or failing to render professional services in the conduct of the insureds cemetery operations.

This coverage is available only when written concurrently with Commercial General Liability. There will be additional premium charge for the attachment of this form. The rates and rules can be found under our company exception pages.

CG7120 0902 - Supplemental Property Damage Coverage

This endorsement provides coverage for property of others in the care, custody and control of the insured, arising from the insured's business operation. Coverage applies regardless of legal liability, provided the damage is not intentional and provided the occurrence does not take place on the insured's premises.

Damage caused by independent contractors hired by the insured is covered under this endorsement, provided the basic policy affords property damage coverage for sublet work. This coverage is available only as an endorsement to the Commercial General Liability coverage form. This endorsement is designed primarily for contracting, repair and servicing risks. It is not available for risks that have extensive "on premises" or "automobile" exposures, such as automobile garages or repair shops, laundries, service stations, storage or warehouse operations, real estate agencies and veterinarians.

There will be additional premium charge for the attachment of this form. The rates and rules can be found under our company exception pages.

CG7135 0398 - Employment-Related Practices Exclusion

This endorsement will be used with Church Counseling coverage form, Beauticians and Barbers coverage form, and Morticians/Cemetery coverage form. This endorsement precludes coverage for employment related practices since injury or damage sustained by an employee has never been intended to be covered by these forms.

CG7161 0902 - Printers' Professional Liability Coverage Form

This form provides protection against claims for damages arising out of the rendering or failure to render printing services. This coverage is available only when written in conjunction with a Comprehensive Insurance Policy. It is not available to printers that are also publishers.

There will be additional premium charge for the attachment of this form. The rates and rules can be found under our company exception pages.

CG7180 0806 - Moving and Storage Program-GL Coverage Extensions

This endorsement will be used with businesses involved in the moving and storage industry. This endorsement extends many provisions provided under the Commercial General Liability Coverage Form.

CG 7944 0495 – Exclusion Lead Liability

This endorsement excludes coverage for any liability arising out of injury caused by lead. This endorsement will be mandatory for any policy that provides coverage for any type of dwelling or apartment building. It will also be used in situations where there is a potential exposure to lead liability claims. There will be no additional premium charge or credit given for the addition of this form to the policy.

CG7945 0806 - Additional Persons Insured-Employee Bodily Injury to Another Employee

This is an optional endorsement for use with our commercial general liability policy and will be added to the policy at the request of the insured. There will be no additional premium charge or credit given for the addition of this form to the policy.

CG8030 0402 - Exterior Insulation and Finishing System Exclusion

This endorsement is optional. It is used to exclude EIFS – related liability of an insured. There will be no additional premium charge or credit given for the addition of this form to the policy.

CG8047 0804 - Broad Form Products

The Broad Form Products endorsement removes the exclusion relating to property damage to the named insured's products under the Commercial General Liability Coverage Form. However, the elimination of this exclusion only applies to any parts or accessories installed in any auto, watercraft or mobile equipment by the insured. This endorsement is optional and is only available to the Automobile Repair or Service Shops (10073), and to the Tire Dealers (18616) classifications.

CG 8102 0805 – Contractors Blanket Additional Insured Endorsement GG 8103 0805 - Contractors Additional Insured Endorsement-Scheduled Person or Organization

These optional endorsements provide coverage for additional insureds for their liability resulting from work performed by the insured as described in written construction agreements. Coverage applies on an excess basis unless the written agreement specifically requires that coverage for the additional insured be primary or primary and noncontributory.

There will be additional premium charge for the attachment of these forms to the policy. The additional premium charge will be shown under our company rate/rule exception pages.

CG8142 0408 - Arkansas Changes - Cancellation and Nonrenewal

This endorsement revises the cancellation and nonrenewal provisions under the Common Policy Condition (IL 0017). This endorsement follows similar language ISO developed to meet your states cancellation and nonrenewal provisions.

This endorsement is mandatory to the following forms:

Beauticians and Barbers Prof liability coverage form, Church Counseling Professional Liability coverage form, Employee Benefit liability Coverage form, Morticians/Cemetery coverage form, Printers Professional Liability coverage form and Products Recall coverage form (submitted under a separate filing).

CG8143 0408 - Arkansas Changes – Transfer of Right of Recovery Against Others to Us

This endorsement revises the Transfer of Rights of Recovery Against Others to Us Condition to specify that the insurer will be entitled to a recovery only after the insured has been fully compensated for the loss or damage sustained.

This endorsement is mandatory to the following forms:

Beauticians and Barbers Prof liability coverage form, Church Counseling Professional Liability coverage form, Employee Benefit liability Coverage form, Morticians/Cemetery coverage form, and Printers Professional Liability coverage form.

Ms. Roberts:

Reference is made to your comments dated 12/26/2007 regarding the claims made forms included in this filing. We are unable to develop system capability for the optional Extended Reporting Period endorsement at this time due to our computer system limitations. As the result, we are amending this filing as follows:

Withdraw the following forms:

CG7030	0786	Church Counseling Professional Liability Declarations
CG7031	0902	Church Counseling Professional Liability Coverage Form
CG7060	0786	Employee Benefit Liability Declarations
CG7061	0902	Employee Benefit Liability Coverage Form
CG7090	0786	Morticians' Malpractice & Cemetery Professional Liability Declaration
CG7091	0902	Morticians' Malpractice & Cemetery Professional Liability Coverage Form

Submit a new endorsement, CG 81 44 0408 - Arkansas - Employee Benefit Liability Coverage Form (Occurrence Version).

Revise the following forms to reflect the changes made to the above forms.

CG8142	0508	Arkansas Changes - Cancellation and Nonrenewal
CG8143	0508	Arkansas Changes - Transfer of Right of Recovery Against Others to Us

Effective Date for this filing is as follows:

02/01/2008 New Business

04/01/2008 Renewal Business

SERFF Tracking Number: GCCW-125375639 *State:* Arkansas
First Filing Company: General Casualty Company of Wisconsin, ... *State Tracking Number:* EFT \$50
Company Tracking Number: 040108 10351J
TOI: 17.2 Other Liability - Occurrence Only *Sub-TOI:* 17.2001 Commercial General Liability
Product Name: AR GL Independent Forms Intro Filing 040108
Project Name/Number: AR GL Independent Forms Intro Filing 040108/

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Arkansas Changes - Cancellation and Nonrenewal	12/04/2007	CG 8142 0408 - Arkansas Changes - Cancellation and Nonrenewal.pdf
No original date	Form	Arkansas Changes - Transfer of Rights of Recovery Against Others to Us	12/04/2007	CG 8143 0408 - Arkansas Changes - Transfer of Rights of Recovery....pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES — CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

BEAUTICIANS' AND BARBERS' PROFESSIONAL LIABILITY COVERAGE PART
CHURCH COUNSELING PROFESSIONAL LIABILITY COVERAGE PART
EMPLOYEE BENEFIT LIABILITY COVERAGE PART
MORTICIANS' MALPRACTICE AND CEMETERY PROFESSIONAL LIABILITY COVERAGE PART
PRINTERS' PROFESSIONAL LIABILITY COVERAGE PART
PRODUCT RECALL EXPENSE COVERAGE FORM

- A. Paragraph 5. of the **Cancellation** Common Policy Condition is replaced by the following:
- 5.a. If this policy is cancelled, we will send the first Named Insured any premium refund due.
 - b. 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 pre-paid policy that was written for a term of more than one year.
 - c. If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in **b.(2), (3) or (4)** above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.
 - d. The cancellation will be effective even if we have not made or offered a refund.
 - e. If the first Named Insured cancels the policy, we will retain no less than \$100 of the premium, subject to the following:

We will retain the premium developed for any annual policy period for the General Liability Classifications, if any, shown in the Declarations.
- B. The following is added to the **Cancellation** Common Policy Condition:
- 7. 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. Subject to Paragraph **7.c.**, if we cancel for:
 - (1) 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.

(2) Any other reason, we will mail or deliver notice of cancellation to the first Named Insured at least 20 days before the effective date of cancellation.

C. The following Condition is added and supersedes any other provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail to the first Named Insured shown in the Declarations 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 the first Named Insured's failure to pay any premium required for renewal.

2. We will mail our notice to the first Named Insured's mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES – TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BEAUTICIANS' AND BARBERS' PROFESSIONAL LIABILITY COVERAGE PART
CHURCH COUNSELING PROFESSIONAL LIABILITY COVERAGE PART
EMPLOYEE BENEFIT LIABILITY COVERAGE PART
MORTICIANS' MALPRACTICE AND CEMETERY PROFESSIONAL LIABILITY COVERAGE PART
PRINTERS' PROFESSIONAL LIABILITY COVERAGE PART

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

We will be entitled to recovery only after the insured ("insured") has been fully compensated for the loss or damage sustained, including expenses incurred in obtaining full compensation for the loss or damage.