

SERFF Tracking Number: AMRS-125568409 State: Arkansas
 First Filing Company: AMERISURE MUTUAL INSURANCE State Tracking Number: EFT \$50
 COMPANY, ...
 Company Tracking Number: GL-MAP REV-2008
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
 Product Name: GL-MAP REV-2008
 Project Name/Number: AR-GL-MAP REV-2008-F/GL-MAP REV-2008

Filing at a Glance

Companies: AMERISURE MUTUAL INSURANCE COMPANY, AMERISURE INSURANCE COMPANY
 Product Name: GL-MAP REV-2008 SERFF Tr Num: AMRS-125568409 State: Arkansas
 TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: EFT \$50
 Made/Occurrence
 Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: GL-MAP REV-2008 State Status: Fees verified and received
 Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
 Author: Karin Tremain Disposition Date: 03/27/2008
 Date Submitted: 03/24/2008 Disposition Status: Approved
 Effective Date Requested (New): 07/01/2008 Effective Date (New):
 Effective Date Requested (Renewal): 07/01/2008 Effective Date (Renewal):
 State Filing Description:

General Information

Project Name: AR-GL-MAP REV-2008-F Status of Filing in Domicile: Authorized
 Project Number: GL-MAP REV-2008 Domicile Status Comments: NONE
 Reference Organization: NA Reference Number: NA
 Reference Title: NA Advisory Org. Circular: NA
 Filing Status Changed: 03/27/2008
 State Status Changed: 03/27/2008 Deemer Date:
 Corresponding Filing Tracking Number: AR-GL-MAP REV-2008-F
 Filing Description:
 Amerisure Mutual Insurance Company, NAIC No. 23396
 FEIN No. 38-0829210, Group No. 124
 Amerisure Insurance Company, NAIC No. 19488
 FEIN No. 38-1869912, Group No. 124
 Commercial Lines Manual

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Division Six - Commercial General Liability
Company File No. GL-MAP REV- 2008-F
ADOPTION OF NEW AND REVISED COMPANY FORMS

To Be Effective For Policies On or After 7/1/2008

Amerisure Mutual Insurance Company and Amerisure Insurance Company wishes to adopt the following changes:

New and Revised company endorsements:

CG 70 14 05 08 – MANUFACTURERS PROCESSORS SPECIFICATIONS EXPENSE ENDT replaces CG 70 14 08 05
– Manufacturers Processors Specifications Expense Endorsement

CG 70 15 05 08 - PRODUCT RECALL COVERAGE ENDT replaces CG 70 15 08 05 - Product Recall Coverage
Endorsement

CG 70 70 05 08 - ADVANTAGE GENERAL LIABILITY EXTENSION ENDORSEMENT replaces CG 70 70 09 05 –
Advantage General Liability Extension Endorsement

CG 71 55 08 07 – ELECTRONIC DATE LIABILITY is new

CG 71 67 12 07 – EXTERIOR INSULATION AND FINISH SYSTEMS – LIMITATION OF COVERAGE is new

CG 71 68 02 08 – DAMAGE ARISING OUT OF YOUR WORK is new

CG 71 77 05 08 – CYBER LIABILITY REIMBURSEMENT COVERAGE is new

CG 71 78 05 08 – LIMITED POLLUTION REIMBURSEMENT COVERAGE – PRODUCTS-COMPLETED OPERATIONS
LIABILITY is new

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M 21 90 05 08 – COMMERCIAL GENERAL LIABILITY COVERAGE ADVANTAGE SUPPLEMENTAL COVERAGE SCHEDULE replaces M 21 90 01 04 – Commercial General Liability Coverage Advantage Supplemental Coverage Schedule

Provided are form memorandums and side-by-sides where necessary, a draft copy of the forms displaying the changes along with an actual copy of form.

We are also providing an Advisory Notice To Policyholders – AN 12 72 05 08.

Company and Contact

Filing Contact Information

Karin Tremain, Senior Compliance Analyst ktremain@amerisure.com
 26777 Halsted Rd. (800) 257-1900 [Phone]
 Farmington Hills, MI 48331 (248) 426-7789[FAX]

Filing Company Information

AMERISURE MUTUAL INSURANCE COMPANY	CoCode: 23396	State of Domicile: Michigan
26777 HALSTED RD.	Group Code: 124	Company Type: PROPERTY & CASUALTY
FARMINGTON HILLS, MI 48331-2060	Group Name: AMERISURE INSURANCE	State ID Number:
(800) 257-1900 ext. 54270[Phone]	FEIN Number: 38-0829210	

AMERISURE INSURANCE COMPANY	CoCode: 19488	State of Domicile: Michigan
26777 HALSTED RD.	Group Code: 124	Company Type: PROPERTY & CASUALTY
FARMINGTON HILLS, MI 48331-2060	Group Name: AMERISURE INSURANCE	State ID Number:
(800) 257-1900 ext. 54270[Phone]	FEIN Number: 38-1869912	

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Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
AMERISURE MUTUAL INSURANCE	\$50.00	03/24/2008	18896115
COMPANY			
AMERISURE INSURANCE COMPANY	\$0.00	03/24/2008	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	03/27/2008	03/27/2008

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
FORM M 21 90	Note To Reviewer	Karin Tremain	03/26/2008	03/26/2008
Filing Description	Note To Reviewer	Karin Tremain	03/25/2008	03/25/2008

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Disposition

Disposition Date: 03/27/2008

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	Notice to Policyholder	Approved	Yes
Supporting Document	Sub Type Memorandum	Approved	Yes
Supporting Document	Forms Memorandum	Approved	Yes
Supporting Document	Side-By-Sides	Approved	Yes
Form	Manufacturers Processors Specifications Expense Endt	Approved	Yes
Form	Product Recall Coverage Endt	Approved	Yes
Form	Repair And Rework Coverage: Expense Indemnification For Repair Of Your Work Product Or Your Work Endt	Approved	Yes
Form	Advantage General Liability Extension Endt	Approved	Yes
Form	Electronic Data Liability	Approved	Yes
Form	Exterior Insulation and Finish Systems - Limitation Of Coverage	Approved	Yes
Form	Damage Arising Out Of Your Work	Approved	Yes
Form	Cyber Liability Reimbursement Coverage	Approved	Yes
Form	Limited Pollution Reimbursement Coverage - Products-Completed Operations Liability	Approved	Yes
Form	Commercial General Liability Coverage Advantage Supplemental Coverage Schedule	Approved	Yes

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Note To Reviewer

Created By:

Karin Tremain on 03/26/2008 10:26 AM

Subject:

FORM M 21 90

Comments:

Scanned form to allow upload

**COMMERCIAL GENERAL LIABILITY COVERAGE
ADVANTAGE SUPPLEMENTAL COVERAGE SCHEDULE**

NAMED INSURED		POLICY NUMBER	
PRODUCT RECALL COVERAGE ENDORSEMENT			
Limits of Insurance		Deductible	
Each Loss	\$	Each Loss	\$1,000 *
Annual Aggregate	\$		
		Premium	\$
MANUFACTURERS/PROCESSORS SPECIFICATIONS EXPENSE COVERAGE ENDORSEMENT			
Limits of Insurance		Deductible	
Each Loss	\$	Each Loss	\$1,000 *
Annual Aggregate	\$		
		Premium	\$
REPAIR AND REWORK COVERAGE: EXPENSE INDEMNIFICATION FOR REPAIR OF YOUR PRODUCT OR YOUR WORK ENDORSEMENT			
Limits of Insurance		Deductible	
Each Loss	\$	Each Loss	\$1,000 *
Annual Aggregate	\$		
		Premium	\$
PROPERTY DAMAGE TO PROPERTY LOANED TO THE INSURED OR PERSONAL PROPERTY IN THE CARE, CUSTODY AND CONTROL OF THE INSURED COVERAGE ENDORSEMENT			
Limits of Insurance		Deductible	
Each Occurrence	\$	Each Occurrence	\$1,000 *
Annual Aggregate	\$		
		Premium	\$
CYBER LIABILITY REIMBURSEMENT COVERAGE			
Limits of Insurance			
Each Occurrence	\$		
Annual Aggregate	\$		
		Premium	\$
LIMITED POLLUTION REIMBURSEMENT COVERAGE – PRODUCTS-COMPLETED OPERATIONS LIABILITY			
Limits of Insurance			
Each Occurrence	\$		
Annual Aggregate	\$		
		Premium	\$

* **Note:** Deductibles have been pre-entered. Coverage and the Deductible only apply if Limits of Insurance are entered.

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Note To Reviewer

Created By:

Karin Tremain on 03/25/2008 03:37 PM

Subject:

Filing Description

Comments:

Our Filing Description does not include revised form CG 7030. However, the form is part of the Forms Schedule and should be considered part of the filing.

Thanks,

Karin Tremain
Amerisure Companies

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Manufacturers Processors Specifications Expense Endt	CG 70 14	05 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 CG 70 14 08 05 Previous Filing #:		CG 70 14 05 08.pdf
Approved	Product Recall Coverage Endt	CG 70 15	05 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 CG 70 15 08 05 Previous Filing #:		CG 70 15 05 08.pdf
Approved	Repair And Rework Coverage: Expense Indemnification For Repair Of Your Work Product Or Your Work Endt	CG 70 30	05 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 CG 70 30 08 05 Previous Filing #:		CG 70 30 05 08.pdf
Approved	Advantage General Liability Extension Endt	CG 70 70	05 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 CG 70 70 09 05 Previous Filing #:		CG 70 70 05 08.pdf
Approved	Electronic Data Liability	CG 71 55	08 07	Endorsement/Amendment/Conditions		0.00	CG 71 55 08 07.pdf
Approved	Exterior Insulation and Finish Systems - Limitation Of Coverage	CG 71 67	12 07	Endorsement/Amendment/Conditions		0.00	CG 71 67 12 07.pdf
Approved	Damage Arising Out Of Your Work	CG 71 68	02 08	Endorsement/Amendment		0.00	CG 71 68 02 08.pdf

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Approval	Description	Code	Effective Date	Event/Condition	Amount	Attachment
Approved	Cyber Liability Reimbursement Coverage	CG 71 77	05 08	Endorsement/Amendment/Conditions	0.00	CG 71 77 05 08.pdf
Approved	Limited Pollution Reimbursement Coverage - Products-Completed Operations Liability	CG 71 78	05 08	Endorsement/Amendment/Conditions	0.00	CG 71 78 05 08.pdf
Approved	Commercial General Liability Coverage Advantage Supplemental Coverage Schedule	M 21 90	05 08	Disclosure/ Replaced Notice	Replaced Form #:0.00 M 21 90 01 04 Previous Filing #:	M 21 90 05 08.pdf

MANUFACTURERS/PROCESSORS SPECIFICATIONS EXPENSE COVERAGE ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

Throughout this endorsement the words "you" and "your" refer to the Named Insured shown in the Declarations. 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 Provision **B. WHO IS AN INSURED** of this endorsement.

Other words and phrases that appear in quotation marks have special meaning. Refer to the **SECTION V - DEFINITIONS of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM** and Provision **E. DEFINITIONS** of this endorsement.

By the addition of this endorsement to your policy, your coverage is extended to provide Manufacturers/Processors Specifications Expense coverage subject to the terms and conditions which follow. This coverage is added to or amends specified **SECTION(S)** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** contained in your policy. All other terms and conditions of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** apply to the coverage afforded in this endorsement, except those sections amended specifically in this endorsement. **THE COVERAGE, TERMS AND CONDITIONS CONTAINED IN THIS ENDORSEMENT APPLY ONLY TO MANUFACTURERS/PROCESSORS SPECIFICATIONS EXPENSE COVERAGE.**

A. SECTION I - COVERAGES is amended as follows:

1. The following is added to **SECTION I - COVERAGES**:

MANUFACTURERS/PROCESSORS SPECIFICATIONS EXPENSE COVERAGE

1. Insuring Agreement.

- a. We will indemnify you for expenses you incur to repair or replace "your products" which have been found to be "defective goods or products" because of an error or omission committed by you to which this insurance applies.

We may at our discretion investigate any error or omission to which this insurance applies.
However:

(1) The amount we will pay as reimbursement for your expenses is limited as described under Provision **C. SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE** of this endorsement.

(2) No other obligation to pay sums or perform acts or services is covered.

- b. This insurance applies as stated in **a.** above, but only if the expenses are incurred:

- (1) Within the "coverage territory"; and
(2) During the policy period.

2. Exclusions.

The insurance afforded by the endorsement does not apply to:

- a. "Bodily injury" or "property damage";
b. Injury to, destruction or loss of any property, except "defective goods or products", manufactured or processed by any insured;
c. Expenses exceeding your cost to repair or replace any "defective goods or products";

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- d. Expenses arising out of any specifications not provided by your customer or any defect, deficiency or mistake in such specifications;
- e. Expenses arising out of any oral specifications provided by your customer or any defect, deficiency or mistake in such specifications;
- f. Loss of profits;
- g. Any costs, expenses and damages for withdrawal or recall of "your products";
- h. Liability assumed by an insured under any contract or agreement; this exclusion does not apply to a warranty of fitness or quality of "your products";
- i. Any dishonest, fraudulent, criminal, or malicious error or omission of any insured or any person or organization, manufacturing or processing "your products" for you;
- j. Fines or penalties;
- k. Any expenses that occur prior to the Effective Date of this endorsement or after the Expiration Date stated on the Declarations page;
- l. Any liability incurred or assumed by the insured arising directly or indirectly, caused by, or contributed to, or arising from:
 - (1) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (2) The radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof or;
 - (3) The furnishing by any insured of service, materials, parts, or equipment in connection with the planning, construction, maintenance, or use of any nuclear facility including any nuclear reactor or device designed or used for:
 - (a) Separating the isotopes of uranium or plutonium;
 - (b) Processing or utilizing spent fuel; or
 - (c) Handling, processing, or packaging nuclear waste.
- m. Pollution. This includes:
 - (1) Any loss, cost or expense arising out of:
 - (a) Any actual, alleged, or threatened emission, discharge, dispersal, seepage, migration, release, or escape of "pollutants" at any time; or
 - (b) Any request, demand, or order that you or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (c) Any clean up of "pollutants"; or
 - (d) Any claim, "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants."
 - (2) The investigation, settlement, or defense of any claim, "suit", proceeding, damages, loss, cost, or expense excluded in (1) above or alleging or in any way involving (1) above.

As used in this endorsement, clean up includes monitoring, removal, containment, treatment, detoxification, or neutralization of, testing for, or response in any way to, or assessment of the effects of "pollutants".
- n. Defense costs, legal expenses, attorney's fees, arbitration costs, costs or expenses arising out of alternative dispute resolution or other court costs.

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2. **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** (Section I) is deleted.

B. **SECTION II - WHO IS AN INSURED** is deleted and replaced with the following:

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. A limited liability company, you are an insured. Your members are also insured, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, 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.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties.
2. Your legal representative is an insured 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 there is no other similar insurance available to that organization. However, 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.

C. **SECTION III - LIMITS OF INSURANCE** is deleted and replaced with the following:

SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE

1. The Limits of Insurance shown in the Supplemental Coverage Schedule and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made; or
 - c. Persons or organizations making claims.
2. The Aggregate Limit is the most we will pay for the sum of all expenses payable under this coverage.
3. We will only pay expenses in excess of the deductible amount stated in the Supplemental Coverage Schedule. Such deductible will apply separately to all claims for the same goods or products ("your products").

Separate shipments of the same goods or products ("your products") to the same customer will be subject to a single deductible.
4. If we have paid any amounts as a result of this coverage in settlement or satisfaction of claims or judgments in excess of the Limit of Insurance, or within the amount of the deductible, you will be liable to us for any and all such amounts and, upon demand, will pay such amounts to us. We will not make any payment in excess of the Limit of Insurance without your consent.

The limit afforded under this endorsement, as stated in the Supplemental Coverage Schedule, applies 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 Page 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 Limit of Insurance.

D. SECTION IV - CONDITIONS is amended as follows:

1. Condition **2. Duties In the Event of Occurrence, Offense, Claim or Suit** is deleted and replaced by the following:
 2. **Duties In the Event of an Error, Omission, or Claim.**
 - a. You must see to it that we are given notice as soon as practicable of an error or omission which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the error or omission took place;
 - (2) The names and addresses of any witnesses.
 - b. If a claim is made against any insured, 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 or notices received in connection with the claim;
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation of the claim; and
 - (4) Assist us, upon our request, in the enforcement of any rights against any person or organization which may be liable to you for expenses you incurred to which this insurance may also apply.
2. Condition **4. Other Insurance** is deleted and replaced by the following:
 4. **Other Insurance.**

This insurance is excess over any other insurance whether primary, excess, contingent or on any other basis.

E. SECTION V - DEFINITIONS is amended as follows:

1. The following definitions are added:

"Defective Goods or Products" mean goods or products which do not meet the "written specifications" provided by your customer as to quality, type or grade of such goods or products.

"Written Specifications" mean advance written specifications provided by your customer as to quality, type or grade of goods or products purchased from you.
2. The following **SECTION V - DEFINITIONS** are deleted and replaced with the definitions contained in this endorsement:
 4. "Coverage Territory" means:
 - a. The United States of America (including its territories and possessions);
 - b. Puerto Rico; and
 - c. Canada.
 18. "Suit" means a civil proceeding in which expenses to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such expenses 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 expenses are claimed and to which you submit with our consent.

PRODUCT RECALL COVERAGE ENDORSEMENT

This endorsement modifies the coverage provided in the following forms:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

Throughout this endorsement the words "you" and "your" refer to the Named Insured shown in the Declarations. 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 Provision **B.** of this endorsement.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** and Provision **E. DEFINITIONS** of this endorsement.

By the addition of this endorsement to your policy, your coverage is extended to provide Product Recall Coverage subject to the terms and conditions that follow. This coverage is added to or amends specified **SECTION(S)** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** contained in your policy. All other terms and conditions of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** apply to the coverage afforded in this endorsement except those sections amended specifically in this endorsement. **THE COVERAGE, TERMS AND CONDITIONS CONTAINED IN THIS ENDORSEMENT APPLY ONLY TO PRODUCT RECALL COVERAGE.**

A. SECTION I - COVERAGES is amended as follows:

1. The following is added to **SECTION I - COVERAGES**:

PRODUCT RECALL COVERAGE

1. Insuring Agreement.

We will indemnify you for your "Product Recall expenses" and will pay on your behalf those sums you become legally obligated to pay for similar and related "Product Recall expenses" of others.

Such recall or withdrawal must be deemed necessary by you, a manufacturer of products of which "your product" is a component part, or a governmental body due to a determination which reveals that use of "your product" has caused or is reasonably expected to cause "bodily injury" or "property damage" arising out of a known or suspected defect or deficiency in "your product".

This insurance applies only to "Product Recall expenses" incurred during the policy period and which take place within the "coverage territory".

We may elect to defend you against suits arising from claims by others seeking "Product Recall expense" reimbursement. We will do this at our expense.

We also agree to indemnify you for additional "Product Recall expenses" incurred for recall or withdrawal, which occur within ninety days after the end of the policy period. The amount we will pay as reimbursement for all your "Product Recall expenses" is limited as described in Provision **C. LIMITS OF INSURANCE AND DEDUCTIBLE** as stated in this endorsement.

2. Exclusions.

The insurance provided in this endorsement does not apply to "Product Recall expenses" resulting from:

- a. The failure of "your products" to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property.

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- b. Loss of revenue, profits, goodwill or market share or any effort to regain them, but we will cover costs incurred to regain customer approval for the lesser of the amount of such expenses or \$2,500.
- c. Caprice or whim of the insured.
- d. Patent, trade secret or trademark infringements.
- e. Redistribution, repair, redesign, decontamination or treatment of "your products" which have been recalled or replacement of the withdrawn products with like products or substitutes.
- f. Withdrawal of "your products" because they are kindred products or products with similar trade or brand names which are not part of the defective or deficient batch giving rise to a potential "loss" under this endorsement.
- g. Any "loss", cost or expense arising out of any testing for, monitoring of, cleaning up, removing, containing, treating, detoxifying, or neutralizing or in any way responding to or assessing the effects of "pollutants".
- h. "Loss" due to chemical change, decomposition, or deterioration not a result of tampering or an error or omission in the manufacturing, design, processing, or transportation of "your product".
- i. Expenses paid to or on behalf of others who provided inaccurate, inadequate, or faulty plans, specifications, or formulas resulting in a recall or withdrawal of "your product".
- j. "Loss" occurring due to a preexisting condition, if you had knowledge of a preexisting condition prior to the effective date of this endorsement or prior to the time "your product" left your control or possession. However, if this policy is a renewal of a similar product recall coverage afforded by us during a period when you first had knowledge of any condition possibly or likely to cause a "loss", such prior knowledge shall not be the basis of excluding coverage under this policy, provided no payment is made for expenses for the preexisting condition under any previous coverage and provided such knowledge occurred after "your product" left your control or possession. We will not indemnify you for "Product Recall expenses" exceeding the amount of the Product Recall Coverage afforded by us when the preexisting condition first became known to you.
- k. "Loss" due to nuclear reaction, nuclear radiation or radioactive contamination.
- l. "Loss" due to the use of materials banned or declared unsafe by any authorized governmental entity before its use in "your product" began or prior to the effective date of this endorsement.
- m. Any "loss", cost or damages arising from the imposition of any fines or penalties related to the sale, use or existence of "your product" or product of which "your product" is a component part.
- n. Expiration of the designated shelf life of "your product".
- o. Recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage A - Bodily Injury and Property Damage Liability by endorsement.

B. SECTION II - WHO IS AN INSURED is deleted and replaced with the following:

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. 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.

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- d. An organization other than a partnership, joint venture or limited liability company, 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.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Your legal representative if you die is an insured, 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 there is no other similar insurance available to that organization. However, coverage under this provision is afforded only until the end of the policy period.

C. **SECTION III - LIMITS OF INSURANCE** is deleted and replaced with the following:

SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE

1. The Limits of Insurance shown in the Supplemental Coverage Schedule 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 "Product Recall expenses" incurred for all "losses" during each consecutive annual period starting with the beginning of the policy period.
3. We shall only pay "Product Recall expenses" in excess of the deductible amount stated in the Supplemental Coverage Schedule. Such deductible shall apply separately to all "Product Recall expenses" involved in a single recall or withdrawal.
4. If we have paid any amounts as a result of this coverage in excess of the Limit of Insurance, or within the amount of the deductible, you will be liable to us for any and all such amounts and, upon demand, will pay such amounts to us.

The Limits of Insurance 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, 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.

D. **SECTION IV - CONDITIONS** is amended by the following provisions:

1. Condition **2. Duties in the Event of Occurrence, Offense, Claim Or Suit** is deleted and replaced with the following:
 2. **Duties in the Event of Loss.**
You must see that the following are done in the event of a "loss":
 - a. We are notified as soon as practicable of any actual, suspected or threatened defect in "your products", or of any governmental investigation that may result in a product recall. To the extent possible, notice should include:
 - (1) How, when and where the "defect" was discovered;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

- b. If a product recall is initiated, you must:
 - (1) Immediately record the specifics of the product recall and the date it was initiated; and
 - (2) Notify us in writing of the product recall as soon as practicable.
 - c. You and any other involved insured must:
 - (1) Permit us to inspect the property and records proving the "loss". Also permit us to take samples of the damaged property for inspection, testing and analysis;
 - (2) If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance and your claim, including your books and records. In such event, your answers must be signed and sworn to;
 - (3) Send us a signed, sworn statement of "loss" containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms;
 - (4) Cooperate with us in the investigation or settlement of the claim; and
 - (5) Resume all or part of your operations as quickly as possible.
2. Condition **4. Other Insurance** is deleted and replaced by the following:
- 4. Other Insurance.**
- This insurance is excess over any other insurance whether primary, excess, contingent or on any other basis.
3. Condition **8. Transfer of Rights of Recovery Against Others To Us** is deleted and replaced by the following:
- 8. Transfer of Rights of Recovery Against Others to Us.**
- If you have rights to recover all or part of any payment we have made under this endorsement, these rights are transferred to us. You must do nothing after "loss" to impair them. At our request, you will bring "suit" or transfer those rights to us and help us enforce them.
4. The following conditions are added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:
- Control of Property.**
- Any act of neglect of any person other than you beyond your direction or control will not affect this insurance.
- Insurance Under Two or More Coverages.**
- If two or more of this policy's coverages apply to the same "loss", we will not pay more than the actual amount of the "loss".
- No Benefit to Bailee.**
- No person or organization, other than you, having custody of "your product" will benefit from this insurance.
- Loss Payment.**
- We will pay for covered "loss" within 30 days after we receive the sworn statement of "loss", if:
- a. You have complied with all of the terms of this endorsement; and
 - b. (1) We have reached agreement with you on the amount of "loss"; or
 - (2) An appraisal award has been made.

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Concealment, Misrepresentation or Fraud.

This endorsement is void in any case of fraud by you as it relates to this endorsement at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning this endorsement, covered "Product Recall expenses", "your product" or a claim under this endorsement.

E. SECTION V - DEFINITIONS is amended by the following provisions:

1. The following definitions are added:

- a.** "Each loss" means all "Product Recall expenses" incurred in a single incident or event which necessitates the recall or withdrawal of "your product" from the marketplace (including wholesalers, retailers or customers) due to a known or suspected defect or deficiency.
- b.** "Product Recall expenses" means only reasonable and necessary extra costs, which result from or are related to the recall or withdrawal of "your product" for:
 - (1)** Telephone and telegraphic communication, radio or television announcements, computer time and newspaper advertising;
 - (2)** Stationery, envelopes, production of announcements and postage or facsimiles;
 - (3)** Remuneration paid to regular employees for necessary overtime or authorized travel expense;
 - (4)** Temporary hiring by you or by agents designated by you of persons, other than your regular employees, to perform necessary tasks;
 - (5)** Rental of necessary additional warehouse or storage space;
 - (6)** Packaging of or transportation or shipping of defective products to the location you designate; and
 - (7)** Disposal of "your products" which cannot be reused. Disposal expenses do not include:
 - (a)** Expenses which exceed the original cost of the materials incurred to manufacture or process such product; and
 - (b)** Expenses, which exceed the cost of normal trash discarding or disposal, except as are necessary to avoid "bodily injury" or "property damage".
- c.** "Loss" means the "Product Recall expenses" incurred in the recall or withdrawal of "your product" or a product of which "your product" is a component part from the marketplace (including wholesalers, retailers or customers) due to a known or suspected defect or deficiency. The known or suspected defect must arise from:
 - (1)** The accidental omission of a part or substance in the manufacture of "your product";
 - (2)** The accidental introduction or substitution of a part or a substance in the manufacture of "your product";
 - (3)** Accidental error in the manufacture, blending, mixing, compounding, labeling or storage of "your product";
 - (4)** Improper, inadequate, or faulty designs, formulas or specifications of "your product";
 - (5)** Intentional tampering, damaging, or poisoning of "your product" including batches of such a product which are not known to be or suspected of having been tampered with; or
 - (6)** Extortion, meaning actual or threatened sabotage, intentional damage, or poisoning of "your product" for the purpose of securing money.

Items **(5)** and **(6)** above, apply only to expenses listed in Item **1.** of the definition of "Product Recall expenses".

2. The following **SECTION V - DEFINITIONS** are deleted and replaced with the wording contained in this endorsement:
4. "Coverage territory" means:
- a. The United States of America (including its territories and possessions), Puerto Rico and Canada; or
 - b. All parts of the world if:
 - (1) The "Product Recall expenses" arise out of "your products" made or sold within the territory described in **4. a.** above; and
 - (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **4.a.** above or in settlement we agree to.
17. "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 of use shall be deemed to occur at the time of the recall or withdrawal of "your product".
21. "Your product" means:
- a. Any goods or products, other than real property, manufactured, processed, sold, handled, distributed, or disposed of by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
 - b. Containers (other than vehicles), materials, parts or equipment furnished in connection with **a.** above.
 - c. Any goods or products manufactured by others of which "your product" is a component part.
- "Your product" does not include:
- a. Vending machines or other property rented to or located for use of others, but not sold; or
 - b. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your products".
 - c. Products still in your physical possession when the recall is declared.

REPAIR AND REWORK COVERAGE: EXPENSE INDEMNIFICATION FOR REPAIR OF YOUR PRODUCT OR YOUR WORK ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

Throughout this endorsement the words "you" and "your" refer to the Named Insured shown in the Declarations. 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 **B. WHO IS AN INSURED** of this endorsement.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** and Provision **E. DEFINITIONS** of this endorsement.

By the addition of this endorsement to your policy, your coverage is extended to provide EXPENSE INDEMNIFICATION FOR REPAIR OF YOUR PRODUCT OR YOUR WORK coverage subject to the terms and conditions, which follow. This coverage is added to or amends specified **SECTION(S)** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** contained in your policy. All other terms and conditions of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** apply to the coverage afforded in this endorsement, except those sections amended specifically in this endorsement. THE COVERAGE, TERMS AND CONDITIONS CONTAINED IN THIS ENDORSEMENT APPLY ONLY TO EXPENSE INDEMNIFICATION FOR REPAIR OF YOUR PRODUCT OR YOUR WORK COVERAGE.

A. SECTION I - COVERAGE is amended as follows:

1. The following is added to **SECTION I - COVERAGES**:

EXPENSE INDEMNIFICATION FOR REPAIR OF YOUR PRODUCT OR YOUR WORK COVERAGE

1. Insuring Agreement.

- a. We will indemnify you for any "loss" due to an event or discovery, which establishes or determines "your product" or "your work" as the known or suspected defective, deficient, inadequate or dangerous element incorporated into the "impaired property".

We may at our discretion investigate any "loss" to which this insurance applies.

However:

- (1) The amount we will pay as reimbursement for your expenses is limited as described under Provision **C. LIMITS OF INSURANCE AND DEDUCTIBLE** as stated in this endorsement.
- (2) No other obligation to pay sums or perform acts or services is covered.

- b. This insurance applies as stated in **a.** above, but only if:

- (1) The "loss" takes place in the "coverage territory" and
- (2) The "loss" takes place during the policy period.

2. Exclusions.

The insurance afforded by the endorsement does not apply to:

- a. "Bodily injury" or "property damage";
- b. Expenses exceeding your cost to repair or replace "your product" or "your work";
- c. Expenses arising out of any specifications provided by your customer; or any defect, deficiency or mistake in such specifications;

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- d. Loss of profits;
- e. Any costs, expenses and damages for withdrawal or recall of "your product" or "your work";
- f. Any costs, expenses or damages which arise from wear and tear; cosmetic defects, deficiencies, or inadequacies of "your product" or "your work"; or routine service, maintenance or adjustment of "your product" or "your work";
- g. Any costs, expenses or damages which result from failure or mechanical breakdown of "your product" or "your work" after one year from the purchase of "your product" by the original user or after one year from the completion of "your work";
- h. Liability assumed by you under any contract or agreement (including warranties of fitness, quality, durability, performance or use);
- i. Any intentional, dishonest, fraudulent, criminal, or malicious acts of yours or any person or organization manufacturing or processing "your products" or "your work" for you;
- j. Fines, penalties, punitive, or exemplary damages;
- k. Any "losses" that take place prior to the Effective Date shown in the Supplemental Coverage Schedule or after the Expiration Date stated on the Declarations Page;
- l. Any liability incurred or assumed by you arising directly or indirectly, caused by, or contributed to, or arising from:
 - (1) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (2) The radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or
 - (3) The furnishing by you of service, materials, parts, or equipment in connection with the planning, construction, maintenance, or use of any nuclear facility including any nuclear reactor or device designed or used for:
 - (a) Separating the isotopes of uranium or plutonium;
 - (b) Processing or utilizing spent fuel; or
 - (c) Handling, processing, or packaging nuclear waste.
- m. Pollution. This includes:
 - (1) Any loss, cost or expense arising out of:
 - (a) Any actual, alleged, or threatened emission, discharge, dispersal, seepage, migration, release, or escape of "pollutants" at any time; or
 - (b) Any request, demand, or order that you or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (c) Any clean up of "pollutants"; or
 - (d) 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 "pollutants."
 - (2) The investigation, settlement or defense of any claim, "suit", proceeding, damages, loss, cost or expense excluded in (1) above or alleging or in any way involving (1) above.

As used in this endorsement, clean up includes monitoring, removal, containment, treatment, detoxification, or neutralization of, testing for or response in any way to, or assessment of the effects of "pollutants".
- n. Defense costs, legal expenses, attorneys' fees, costs or expenses arising out of alternative dispute resolution or other court costs.
- o. Damages for loss of use of tangible property.

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2. SUPPLEMENTAL PAYMENTS - COVERAGES A AND B (Section I) is deleted.

B. SECTION II - WHO IS AN INSURED is deleted and replaced with the following:

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. A limited liability company, you are an insured. Your members are also insured, but only with respect to the conduct of your business. Your managers are insured, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Your legal representative is an insured 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 there is no other similar insurance available to the organization. However, coverage under this provision is afforded only until the end of the policy period.

C. SECTION III - LIMITS OF INSURANCE is deleted and replaced with the following:

SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE

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

- a. Insureds;
- b. Claims made; or
- c. Persons or organizations making claims

2. The Aggregate Limit is the most we will pay for the sum of all expenses payable under this coverage.

3. We will only pay expenses in excess of the deductible amount stated in the Supplemental Coverage Schedule. Such deductible will apply separately to all claims for the same "loss".

Separate shipments of the same property will be subject to a single deductible if:

- a. It is found to be a component of "impaired property"; and
- b. It is shipped to the same customer.

4. If we have paid any amounts as a result of this coverage in settlement or satisfaction of claims or judgments in excess of the Limits of Insurance, or within the amount of the deductible, you will be liable to us for any and all such amounts and, upon demand, will pay such amounts to us. We will not make any payment in excess of the Limits of Insurance without your consent.

The limit afforded under this endorsement as stated in the Supplemental Coverage Schedule applies separately to each consecutive annual period, and to any remaining periods of less than 12 months, starting with the beginning of the policy period shown in the Declarations page unless the policy period is extended after issuance for an additional period of less than 12 months. In this case, the additional period will be deemed part of the last preceding period for purposes of determining the Limit of Insurance.

D. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by the following provisions:

1. Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is deleted and replaced with the following:
 2. **Duties In The Event Of Loss or Claim.**
 - a. You must see to it that we are given notice as soon as practicable of a "loss" which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "loss" took place;
 - (2) The names and addresses of any witnesses.
 - b. If a claim is made against any insured, 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 or notices received in connection with the claim;
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation of the claims; and
 - (4) Assist us, upon our request, in the enforcement of any rights against any person or organization, which may be liable to you for expenses you incurred to which this insurance may also apply.
2. Condition **4. Other Insurance** is deleted and replaced with the following:
 4. **Other Insurance.**

This insurance is excess over any other insurance whether primary, excess, contingent or on any other basis.

E. SECTION V - DEFINITIONS is amended by the following provisions:

1. The following are added to **SECTION V - DEFINITIONS**:

"Loss" means any expense you incur to repair or replace "your product" or "your work" which is a component part of "impaired property".
2. The following **SECTION V - DEFINITIONS** are deleted and replaced with the wording contained in this endorsement:
 4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions);
 - b. Puerto Rico; and
 - c. Canada.
 8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;If such property can be restored to use by:
 - a. The repair or replacement of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
 18. "Suit" means a civil proceeding in which expenses to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such expenses are claimed and to which you must submit or do submit with our consent; or

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- b. Any other alternative dispute resolution proceeding in which such expenses are claimed and to which you submit with our consent.
21. a. "Your product" means:
- 1. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by you and;
 - 2. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b. "Your product" does not include:
- 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;
 - 3. Vending machines or other property rented to or located for the use of others but not sold.
22. a. "Your work" means:
- 1. Work or operations performed by you; and
 - 2. Materials, parts, or equipment furnished in connection with such work or operations.
- b. "Your work" does not include:
- 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.
 - 3. Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (1) When all of the work called for in your contract has been completed.
 - (2) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (3) When the 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 repair or replacement, but which is otherwise complete, will be treated as completed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADVANTAGE GENERAL LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Under **SECTION I - COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. EXCLUSIONS**, provisions **1.** through **6.** of this endorsement amend the policy as follows:

1. LIQUOR LIABILITY

Exclusion **c. Liquor Liability** is deleted.

2. AMENDED FELLOW EMPLOYEE EXCLUSION

A. The following is added to Paragraph **2.a.(1)** of **Section II – Who Is An Insured:**

Paragraphs **(a)**, **(b)** and **(c)** above do not apply to your “employees” that are:

- (i)** Managers;
- (ii)** Supervisors;
- (iii)** Directors; or
- (iv)** Officers;

with respect to “bodily injury” to a “co-employee”.

B. This Amended Fellow Employee Exclusion coverage is excess over any other valid and collectible insurance.

3. NONOWNED WATERCRAFT AND NONOWNED AIRCRAFT (HIRED, RENTED OR LOANED WITH PAID CREW)

Exclusion **g. Aircraft, Auto or Watercraft**, paragraph **(2)** is deleted and replaced with the following:

(2) A watercraft you do not own that is:

- (a)** Less than 51 feet long; and
- (b)** Not being used to carry persons or property for a charge;

Exclusion **g. Aircraft, Auto or Watercraft**, paragraph **(6)** is added as follows:

(6) An aircraft that you do not own that is:

- (a)** Hired;
- (b)** Rented; or
- (c)** Loaned to you;

with paid crew for a period of five (5) consecutive days or less.

Paragraph **(6)** does not apply if the insured has any other insurance for “bodily injury or “property damage” liability for such aircraft, whether such other insurance is primary, excess, contingent or on any other basis.

4. PREMISES ALIENATED

A. Exclusion **j. Damage to Property**, paragraph **(2)** is deleted.

B. The following paragraph is also deleted from Exclusion **j. Damage to Property:**

Paragraph **(2)** of this exclusion does not apply if the premises are “your work” and were never occupied, rented or held for rental by you.

5. PROPERTY DAMAGE LIABILITY - ELEVATORS AND SIDETRACK AGREEMENTS

- A. Exclusion **j. Damage to Property**, paragraphs **(3)** and **(6)** do not apply to the use of elevators.
- B. Exclusion **k. Damage to Your Product** does not apply to:
 - 1. The use of elevators; or
 - 2. Liability assumed under a sidetrack agreement.

6. PROPERTY DAMAGE LIABILITY – PROPERTY LOANED TO YOU AND PERSONAL PROPERTY IN THE CARE, CUSTODY AND CONTROL OF THE INSURED

- A. Exclusion **j. Damage to Property**, paragraphs **(3)** and **(4)** are deleted, however paragraph **3.** is deleted only for this provision **6.**
- B. Provision **6. A.** above does not apply to "property damage" that exceeds \$25,000 per occurrence or \$25,000 annual aggregate regardless of the number of:
 - 1. Insureds;
 - 2. Claims made; or
 - 3. Persons or organizations making claims.
- C. This provision **6.** does not apply if Property Damage Coverage Endorsement CG 70 21 is attached to this policy.

The insurance afforded by provisions **1.** through **6.** of this endorsement is excess over any valid and collectible insurance (including any deductible) available to the insured whether primary, excess or contingent, and **SECTION IV.**, paragraph **4. Other Insurance** is changed accordingly.

7. CONTRACTUAL LIABILITY - PERSONAL AND ADVERTISING INJURY

Under **SECTION 1 - COVERAGE B.**, paragraph **2. Exclusions**, paragraph **e. Contractual Liability** is deleted.

8. SUPPLEMENTARY PAYMENTS

Under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**, paragraphs **1.b.** and **1.d.** are deleted and replaced with the following:

- b.** Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d.** 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 \$500 a day because of time off from work.

9. BROADENED WHO IS AN INSURED

SECTION II - WHO IS AN INSURED is deleted and replaced with the following:

- 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.** 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.
 - d.** An organization other than a partnership, joint venture or limited liability company, 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.

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- 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 "volunteer workers" only while performing duties related to the conduct of your business, or 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" or "volunteer workers" are insured for:

(1) "Bodily injury" or "personal and advertising 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), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" 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 because of the injury described in paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services except as provided in Provision 10. of this endorsement.

(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," "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- d. 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.
- e. Your subsidiaries if:
 - (1) They are legally incorporated entities; and
 - (2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy.

If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

- f. Any person or organization to whom you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to liability arising out of the maintenance or use of that part of any premises leased to you, including common or public areas about such premises if so required in the contract.

However, no such person or organization is an insured with respect to:

- (1) Any "occurrence" that takes place after you cease to occupy those premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- g. Any state or political subdivision but only as respects legal liability incurred by the state or political subdivision solely because it has issued a permit with respect to operations performed by you or on your behalf.

However, no state or political subdivision is an insured with respect to:

- (1) "Bodily injury", "property damage", "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard."
- h. Any person or organization who is the lessor of equipment leased to you to whom you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to their liability arising out of the maintenance, operation or use by you of such equipment.

However, no such person or organization is an insured with respect to any "occurrence" that takes place after the equipment lease expires.

- i. Any manager, owner, lessor, mortgagee, assignee or receiver of premises, including land leased to you, but only with respect to liability arising out of the ownership, maintenance, or use of that part of the premises or land leased to you.

However, no such person or organization is an insured with respect to:

- (1) Any "occurrence" that takes place after you cease to occupy that premises, or cease to lease the land; or
 - (2) Structural alteration, new construction or demolition operations performed by or on behalf of that person or organization.
- j. Any person or organization granting a license to make or distribute "your products", including "your products" that use the name or logo of such grantor and to whom you are obligated by virtue of a written contract to provide insurance such as afforded by this policy, but only with respect to liability arising out of "your products".

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 there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the end of the policy period;
 - 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 and advertising injury" arising out of an offense committed before you acquired or formed the organization.
4. Any person or organization (referred to below as vendor) with whom you agreed because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" that are distributed or sold in the regular course of the vendor's business.

However, no such person or organization is an insured with respect to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated 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 vendor would have in the absence of the contract or agreement.
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;

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- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- f. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- g. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in subparagraphs **d.** or **e.**; or
 - (2) Such inspections, adjustments, tests (or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This insurance does not apply to any insured person or organization from which you have acquired such products, or any ingredient, part of container, entering into, accompanying or containing such products.

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.

10. INCIDENTAL MALPRACTICE LIABILITY

As respects provision **9.**, **SECTION II - WHO IS AN INSURED**, paragraph **2.a.(1)(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide medical or paramedical services, provided that you are not engaged in the business or occupation of providing such services, and your "employee" does not have any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Under **SECTION III - LIMITS OF INSURANCE**, provisions **11.** and **12.** of this endorsement amend the policy as follows:

11. AGGREGATE LIMITS PER LOCATION

The General Aggregate Limit applies separately to each of your locations. As respects this provision **11.**, your locations are premises you own, rent or use 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.

12. INCREASED MEDICAL PAYMENTS LIMIT AND REPORTING PERIOD

- A. The requirement under **SECTION I - COVERAGE C MEDICAL PAYMENTS** that expenses be incurred and reported to us within one year of the date of the accident is changed to three years.
- B. **SECTION III – LIMITS OF INSURANCE**, paragraph **7.**, the Medical Expense Limit, is subject to all the terms of **SECTION III - LIMITS OF INSURANCE** and is the higher of:
 - 1. \$10,000; or
 - 2. The amount shown in the Declarations for Medical Expense Limit.
- C. This provision **12.** does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Form or by endorsement.

13. LEGAL LIABILITY (SPECIFIC PERILS)

- A. The word fire is changed to "specific perils" where it appears in:
 - 1. The Limits of Insurance section of the Declarations;
 - 2. The last paragraph of **SECTION I – COVERAGE A**, paragraph **2. Exclusions**;
 - 3. **SECTION IV**, paragraph **4.b. Excess Insurance**.

- B. The Limits of Insurance shown in the Declarations will apply to all damage proximately caused by the same event, whether such damage results from a "specific peril" or any combination of "specific perils."
- C. The Damage to Premises Rented to You Limit described in **SECTION III - LIMITS OF INSURANCE**, paragraph 6., is the higher of:
 - (1) \$300,000; or
 - (2) The amount shown in the Declarations for Damage to Premises Rented to You Limit.
- D. This provision 13. does not apply if Damage to Premises Rented to You of **SECTION I – COVERAGE A** is excluded either by the provisions of the Coverage Part or by endorsement.

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, provisions 14. through 16. of this endorsement amend the policy as follows:

14. KNOWLEDGE OF OCCURRENCE

Under 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**, paragraph a. is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, regardless of the amount, which may result in a claim. Knowledge of an "occurrence" or an offense by your "employee(s)" shall not, in itself, constitute knowledge to you unless one of your partners, members, "executive officers", directors, or managers has knowledge of the "occurrence" or offense. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense 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" or offense.

15. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph 6. **Representations** is deleted and replaced with the following:

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;
- c. We have issued this policy in reliance upon your representations; and
- d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

We will not deny coverage under this coverage part if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in the description of any premises or operations intended to be covered by the Coverage Part as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

16. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** is deleted and replaced with the following:

- 8. 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. However, if the insured has waived rights to recover through a written contract, or if "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Part.

17. EXTENDED NOTICE OF CANCELLATION AND NONRENEWAL

In the **COMMON POLICY CONDITIONS**, IL 00 17, Paragraph **2.b.** of **A. Cancellation** is deleted and replaced with the following:

- b.** 60 days before the effective date of cancellation if we cancel for any other reason.

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **9. When We Do Not Renew** is deleted and replaced with the following:

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 nonrenewal not less than 60 days before the expiration date.

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

18. MOBILE EQUIPMENT REDEFINED

Under **SECTION V - DEFINITIONS**, paragraph **12.** "Mobile equipment", paragraph **f (1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

19. DEFINITIONS

1. **SECTION V – DEFINITIONS**, Paragraph **4.** "Coverage territory" is replaced by the following definition:

4. "Coverage territory" means anywhere in the world with respect to liability arising out of "bodily injury," "property damage," or "personal and advertising injury," including "personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a settlement to which we agree or in a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico and Canada.

2. **SECTION V – DEFINITIONS** is amended by the addition of the following definitions:

"Specific Perils" means fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; weight of snow, ice or sleet; or "water damage."

"Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELECTRONIC DATA LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion **2.p.** of **Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

B. The following definition is added to the **Definitions** Section:

"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.

C. For the purposes of the coverage provided by this endorsement, the definition of "Property Damage" in the **Definitions** Section is replaced by the following:

17. "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;
- b.** Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c.** Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" 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.

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EXTERIOR INSULATION AND FINISH SYSTEMS – LIMITATION OF COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

All provisions of the coverage form apply except as stated in this endorsement.

SCHEDULE

<input type="checkbox"/>	Sub-Limits	
	Each Occurrence Limit	\$
	Products–Completed Operations Aggregate Limit	\$
<input type="checkbox"/>	Retroactive Date: _____	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

“Property damage” included in the “products completed operations hazard” arising out of work performed by you or on your behalf, is subject to the Additional Conditions specified in this endorsement if caused by or attributable to, whether in whole or in part “described work”.

B. Additional Conditions

1. When Sub-Limits are shown in the Schedule:

- a.** The Each Occurrence Limit is the most we will pay under Coverage **A.** of this Policy for all "property damage" included in the “products completed operations hazard” arising out of any one “occurrence” caused by or attributable to “described work”; and
- b.** The Products–Completed Operations Aggregate Limit is the most we will pay under Coverage **A.** of this Policy for the sum of all "property damage" included in the “products completed operations hazard” for all “occurrences” caused by or attributable to “described work”.

2. Retroactive Date

Coverage for “property damage” included in the “products completed operations hazard” arising out of work performed by you or on your behalf, if caused by or attributable to, whether in whole or in part, “Described Work”, applies only to damage that occurs during the policy period and after the retroactive date shown in the Schedule.

C. Section V – Definitions. The following definitions are added:

“Described work” means the construction, fabrication, preparation, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "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.

"Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:

- 1.** A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
- 2.** The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
- 3.** A reinforced or unreinforced base coat;
- 4.** A finish coat providing surface texture to which color may be added; and any flashing, caulking or sealant used with the system for any purpose.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DAMAGE ARISING OUT OF YOUR WORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. **Insuring Agreement** is amended to add the following:

f. We will pay for damages you are legally obligated to pay because of “property damage” to “your work” resulting from work performed on your behalf by any subcontractor which shall be deemed an “occurrence”, but only if:

- (1) the work performed by the subcontractor is within the “products-completed operations hazard”; and
- (2) the “property damage” is unexpected and unintended by you.

We will not be obligated to pay any sums to repair or replace the defective work performed on your behalf by a subcontractor.

2. **Exclusion I.** is replaced by the following:

I. **Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply to “property damage” to “your work” resulting from work performed on your behalf by a subcontractor and included in the “products-completed operations hazard”.

This endorsement applies only to you and no other party.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY
CYBER LIABILITY REIMBURSEMENT COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

All terms of the Commercial General Liability Coverage Form apply except as stated below.

SUBLIMIT SCHEDULE

Each Occurrence Limit	\$50,000
Aggregate Limit	\$50,000

This endorsement provides additional coverage for your website or your Internet-related activities subject to the following terms:

A. SECTION I – COVERAGES

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement – the following is added:

(a) We will reimburse you for those sums that you become legally obligated to pay as:

(1) Damages; or

(2) “Defense expenses”;

resulting directly from “personal and advertising injury” as defined in this endorsement.

(b) We may, at our discretion, investigate any “suit” seeking damages or costs, but we have no duty to defend any “suit” seeking damages or costs.

(c) No other obligation or liability to pay sums or perform acts or services is covered and **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** does not apply.

2. Exclusions – paragraph **k. Electronic Chatrooms Or Bulletin Boards** is deleted and paragraphs **f.**, **g.** and **i.** are deleted and replaced by the following:

f. Breach Of Contract

“Personal and advertising injury” arising out of any actual or alleged breach of contract, except an implied contract to use another’s advertising idea in your “advertisement” or “your website”.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

“Personal and advertising injury” arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your “advertisement” or on “your website”.

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

“Personal and advertising injury” arising out of the infringement of copyright, patent, trademark, trade secret, or other intellectual property rights. However, this exclusion does not apply to infringement, in your “advertisement” or on “your website”, of copyright, trade dress, or slogan.

B. SECTION III – LIMITS OF INSURANCE is deleted and replaced by the following:

1. Regardless of the number of "insureds", premiums paid, claims made, or "suits" brought, or persons or organizations making claims or bringing "suits", the most we will pay for damages and "defense costs" involving insurance provided by this endorsement is the Aggregate Limit shown in the Sub-Limit Schedule above.
2. The Aggregate Limit shown in the Sub-Limit Schedule above applies 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 Sub-Limit Aggregate Limit.

C. SECTION V – DEFINITIONS is amended as follows:

1. The following definition is added:

"Defense expenses" mean only those fees, costs and expenses incurred by the insured resulting directly from the investigation, settlement or defense of a specific claim or "suit".

- a. Such fees, costs and expenses include the following:

- (1) Reasonable and customary attorney fees, costs and expenses.
- (2) The cost of legal proceedings.
- (3) The cost of bonds to release property that is being used to secure a legal obligation. We do not have to furnish such bonds.
- (4) Other reasonable expenses incurred by an insured while aiding in the investigation or defense of a claim or "suit". However, we will not reimburse more than \$250 per day for earnings actually lost by the insured because of time taken off from work. We have no duty to pay any other expenses incurred by the insured.
- (5) All court costs taxed against the insured in a "suit".
- (6) Prejudgment interest, meaning the interest that accumulates before a judgment and that is awarded against the insured on that part of a judgment we pay.

- b. However, the following will not be considered "defense expenses":

- (1) Our expenses, meaning salaries and expenses of our employees, including employed attorneys and fees and expenses of independent investigators or adjustors that we hire.
- (2) Salaries and expenses of insureds other than expenses incurred by an insured with our consent.
- (3) Postjudgment interest, meaning the interest that accumulates on a judgment from the date of a judgment to the date it is paid.

2. Definition 14. **"Personal and advertising injury"** is amended as follows:

- a. Paragraphs **f.** and **g.** of the definition of "personal and advertising injury" are deleted and replaced by the following:

- f.** The use of a person's or organization's advertising idea or advertising style in your "advertisement" or on "your website";

- g.** Infringing upon copyright, trade dress, or slogan in your "advertisement" or on "your website".

- b. The following is added to the definition of "personal and advertising injury":

As used in this definition, oral, written or electronic publication includes publication of material in your care, custody or control by someone not authorized to access or distribute that material.

3. The following definition is added:

"Your website" means a web page or set of interconnected web pages prepared and maintained by you, or by others on your behalf, that is accessible over the Internet.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED POLLUTION REIMBURSEMENT COVERAGE – PRODUCTS-COMPLETED OPERATIONS LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

All terms of the Commercial General Liability Coverage Form apply except as stated below.

SUBLIMIT SCHEDULE

Each Occurrence Limit	\$100,000
Products/Completed Operations Aggregate Limit	\$100,000

A. The following is added to **SECTION I - COVERAGES**:

LIMITED POLLUTION REIMBURSEMENT COVERAGE – PRODUCTS/COMPLETED OPERATIONS LIABILITY

1. Insuring Agreement

- a. We will reimburse the insured for those sums that the insured becomes legally obligated to pay:
 - (1) As damages;
 - (2) As "cleanup costs";
 - (3) As "defense expenses";to which this insurance applies.
- b. This insurance applies to damages, "cleanup costs" and "defense expenses" only if:
 - (1) The damages, "cleanup costs" and "defense expenses" result from a "pollution incident" occurring during the policy period and within the "coverage territory"; 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 an "occurrence" or claim, knew that the "bodily injury", "property damage", or "pollution incident" 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", "property damage", or "pollution incident" occurred, then any continuation, change or resumption of such "bodily injury", "property damage", or "pollution incident" during or after the policy period will be deemed to have been known prior to the policy period.
- c. Any "bodily injury", "property damage", or "pollution incident" that 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", "property damage", or "pollution incident" after the end of the policy period.
- d. Any "bodily injury", "property damage", or "pollution incident" 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:

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- (1) Reports all, or any part, of the "bodily injury", "property damage", or "pollution incident" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury", "property damage", or "pollution incident"; or
 - (3) Becomes aware by any other means that "bodily injury", "property damage", or "pollution incident" 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".
 - f. We may at our discretion investigate any "pollution incident", but we have no duty to defend any "suit" seeking damages or costs.
 - g. No other obligation or liability to pay sums or perform acts or services is covered.

2. Exclusions

The insurance provided by this endorsement does not apply to:

- a. "Bodily injury", "property damage" or "pollution incident" the insured expected or intended.
- b. "Bodily injury", "property damage" or "pollution incident" for which the insured is obligated 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.
- c. Any obligation of the insured under a workers' compensation law, disability benefits or unemployment compensation law, or similar law.
- d. "Bodily injury" to:
 - (1) An employee of the insured arising out of and in the course of:
 - (a) employment by the insured; or
 - (b) performing duties related to the conduct of the insured's business.
 - (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

 - (a) Whether the insured may be liable as an employer or in any other capacity; and
 - (b) To any obligation to share damages with or repay someone else who must pay damages because of injury.
- e. "Property damage" or "pollution incident" to:
 - (1) A "waste facility";
 - (2) Property you own, rent, or occupy;
 - (3) Property loaned to an insured; or
 - (4) Personal property in the care custody or control of an insured.
- f. "Bodily injury", "property damage" or "pollution incident" arising out of the emission, discharge, release or escape of drilling fluid, oil, gas or other fluids from any oil, gas, mineral, water or geothermal well.
- g. "Bodily injury", "property damage" or "pollution incident" arising out of failure to comply with any applicable statute, regulation, ordinance, directive or order relating to the protection of the environment and promulgated by any governmental body, provided that failure to comply is a willful or deliberate act or omission of:
 - (1) The insured; or

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(2) You or any of your members, partners or "executive officers".

- h. "Bodily injury", "property damage" or "environmental damage" arising out of acid rain.
- i. Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants" at any site which is included or proposed for inclusion on a governmental authority's cleanup priority list.
- j. Any loss, cost or expense 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 "pollutants" at any site which is included or proposed for inclusion on a governmental authority's cleanup priority list.
- k. "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.
As used in this exclusion, hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.
- l. Any multiple, punitive or exemplary damages.
- m. "Bodily injury", "property damage" or "pollution incident" related in any way to "pollutants" which are or were at any time transported, handled, stored, treated, disposed of or processed as waste by or for any insured or any person or organization for whom you may be legally responsible.

B. SECTION III - LIMITS OF INSURANCE is deleted and replaced with the following:

SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE

Regardless of the number of "insureds", premiums paid, claims made or "suits" brought or persons or organizations making claims or bringing "suits", the most we will pay for damages, "defense costs", and "cleanup costs" involving insurance provided by this endorsement is the Products/Completed Operations Aggregate Limit shown in the Sub-Limit Schedule above.

The Products/Completed Operations Aggregate Limit shown in the Schedule above applies 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 Products/Completed Operations Aggregate Limit.

C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

- 1. Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is deleted and replaced by the following:
 - 2. **Duties In The Event Of Environmental Damage, Pollution Incident, Loss Or Suit.**
 - a. You must see to it that we are notified promptly in writing of "bodily injury", "property damage" or a "pollution incident" that may result in a loss. Notice should include:
 - (1) How, when and where the "bodily injury", "property damage" or "pollution incident" took place;
 - (2) The names and addresses of injured persons or witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "bodily injury", "property damage" or "pollution incident".
 - b. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summons or legal papers received in connection with the loss;
 - (2) Authorize us to obtain records and other information;
 - (3) Enforce any right against any other person or organization which may be liable to you because of damage to which this insurance applies.

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- c. You must see to it that we are notified promptly in writing of any reimbursable damages, "cleanup costs" or "defense expenses" under this endorsement. Notice should include copies of bills, invoices, demands or judgments.

D. SECTION V - DEFINITIONS is amended to include the following:

"Cleanup costs" mean expenses for the removal or neutralization of "pollutants".

"Defense expenses" mean only those fees, costs and expenses incurred by the insured that result directly from the investigation, settlement or defense of a specific claim or "suit".

1. Such fees, costs and expenses include the following:

- a. Reasonable and customary attorney fees, costs and expenses.
- b. The cost of legal proceedings.
- c. The cost of bonds to release property that is being used to secure a legal obligation. We do not have to furnish such bonds.
- d. Other reasonable expenses incurred by an insured while aiding in the investigation or defense of a claim or "suit". However, we will not reimburse more than \$250 per day for earnings actually lost by the insured because of time taken off from work. We have no duty to pay any other expenses incurred by the insured.
- e. The cost taxed against any insured in a "suit".
- f. Prejudgment interest, meaning the interest that accumulates before a judgment and that is awarded against the insured on that part of a judgment we pay.

2. However, the following will not be considered "defense expenses":

- a. Our expenses, meaning salaries and expenses of our employees, including employed attorneys and fees and expenses of independent investigators or adjustors that we hire.
- b. Salaries and expenses of insureds other than expenses incurred by an insured with our consent.
- c. Postjudgment interest, meaning the interest that accumulates on a judgment from the date of a judgment to the date it is paid.

"Environmental damage" means the injurious presence of "pollutants" in or upon land, the atmosphere, or any waterway or body of water.

"Pollutants" mean 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.

"Pollution incident" means the actual or alleged emission, discharge, release, or escape of "pollutants" arising out of the "products-completed operations hazard" and resulting in "environmental damage". All damages, "cleanup costs" and "defense expenses" arising out of one emission, discharge, release or escape will be deemed to be one "pollution incident".

"Waste facility" means any site to which waste from the operations of "your work" is legally consigned for delivery or delivered for storage, disposal, processing or treatment.

SERFF Tracking Number: AMRS-125568409 *State:* Arkansas
First Filing Company: AMERISURE MUTUAL INSURANCE *State Tracking Number:* EFT \$50
COMPANY, ...
Company Tracking Number: GL-MAP REV-2008
TOI: 17.0 Other Liability - Claims Made/Occurrence *Sub-TOI:* 17.0001 Commercial General Liability
Product Name: GL-MAP REV-2008
Project Name/Number: AR-GL-MAP REV-2008-F/GL-MAP REV-2008

Attachment "M 21 90 05 08.pdf" is larger than 3MB and cannot be reproduced here.

SERFF Tracking Number: AMRS-125568409 *State:* Arkansas
First Filing Company: AMERISURE MUTUAL INSURANCE *State Tracking Number:* EFT \$50
COMPANY, ...
Company Tracking Number: GL-MAP REV-2008
TOI: 17.0 Other Liability - Claims Made/Occurrence *Sub-TOI:* 17.0001 Commercial General Liability
Product Name: GL-MAP REV-2008
Project Name/Number: AR-GL-MAP REV-2008-F/GL-MAP REV-2008

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: AMRS-125568409 State: Arkansas
First Filing Company: AMERISURE MUTUAL INSURANCE State Tracking Number: EFT \$50
COMPANY, ...
Company Tracking Number: GL-MAP REV-2008
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: GL-MAP REV-2008
Project Name/Number: AR-GL-MAP REV-2008-F/GL-MAP REV-2008

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 03/27/2008

Comments:

Attachment:

P&C TRANSMITTAL FORM - AR - FORMS.pdf

Satisfied -Name: Notice to Policyholder **Review Status:** Approved 03/27/2008

Comments:

Attachment:

AN 12 72 05 08.pdf

Satisfied -Name: Sub Type Memorandum **Review Status:** Approved 03/27/2008

Comments:

Attachment:

Amerisure Companies SERFF SUB-TYPE - GL.pdf

Satisfied -Name: Forms Memorandum **Review Status:** Approved 03/27/2008

Comments:

Attachment:

Filing Memo CG Forms _various_ Countrywide 2008.pdf

Satisfied -Name: Side-By-Sides **Review Status:** Approved 03/27/2008

Comments:

Attachments:

SBS - CG70140508 v CG70140805.pdf

SBS - CG70150508 v CG70150805.pdf

SERFF Tracking Number: AMRS-125568409 *State:* Arkansas
First Filing Company: AMERISURE MUTUAL INSURANCE *State Tracking Number:* EFT \$50
COMPANY, ...
Company Tracking Number: GL-MAP REV-2008
TOI: 17.0 Other Liability - Claims Made/Occurrence *Sub-TOI:* 17.0001 Commercial General Liability
Product Name: GL-MAP REV-2008
Project Name/Number: AR-GL-MAP REV-2008-F/GL-MAP REV-2008
SBS - CG70300508 v CG70300805.pdf
SBS - CG70700508 v CG70700905.pdf
SBS - M21900508 v M21900104.pdf

Property & Casualty Transmittal Document

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

3. Group Name	Group NAIC #
Amerisure Companies	124

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Amerisure Mutual Insurance Company	MI	23396	38-0829210	21
Amerisure Insurance Company	MI	19488	38-1869912	21

5. Company Tracking Number	AR-GL-MAP REV-2008-F
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Karin M. Tremain 26777 Halsted Road Farmington Hills, MI 48331	Senior Compliance Analyst	800-257-1900 x54266	248-426-7789	ktremain@amerisure.com
7.	Signature of authorized filer				
8.	Please print name of authorized filer		Karin M. Tremain		

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

9. Type of Insurance (TOI)	17.0000
10. Sub-Type of Insurance (Sub-TOI)	17.0001 Commercial General Liability
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	GL MAP REVISION
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 07/01/2008 Renewal: 07/01/2008
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	03/18/2008
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 #	AR-GL-MAP REV-2008-F
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21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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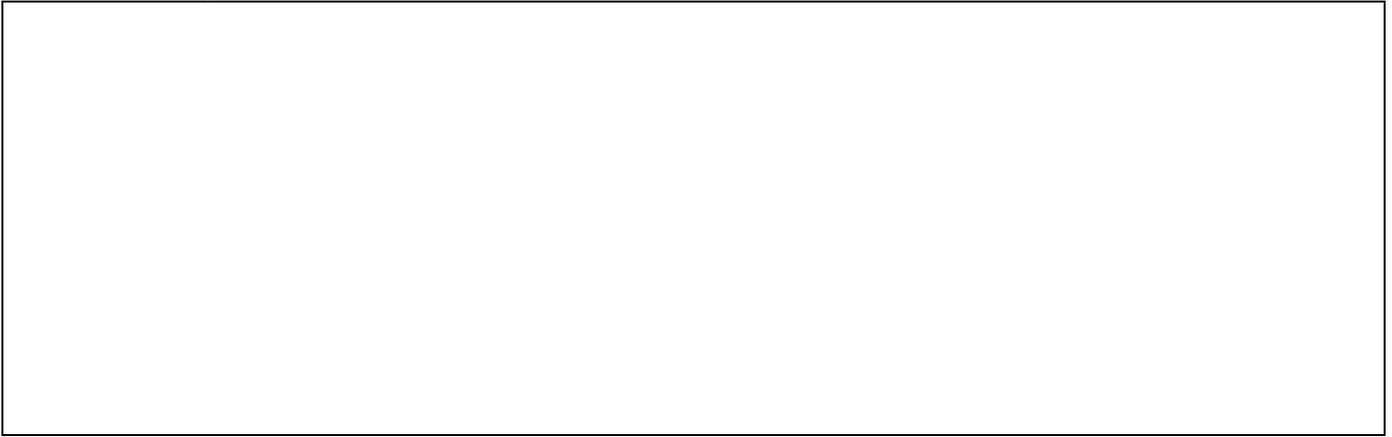
Amerisure Mutual Insurance Company and Amerisure Insurance Company wishes to adopt new and revised company forms and endorsements. A forms list, side-by-side, and memorandum is provided.

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 #:
Amount:

If fees are applicable, see fee tab in SERFF

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.)**

ADVISORY NOTICE TO POLICYHOLDERS

2008 MANUFACTURERS ADVANTAGE PROGRAM[®] REVISION

COMMERCIAL GENERAL LIABILITY FORMS

This is a summary of the major changes to Amerisure's Manufacturers Advantage Program (MAP). The MAP endorsements mentioned below may or may not be attached to your Commercial General Liability Coverage Form. Any endorsement that is attached will modify your insurance policy coverage.

This summary does not provide coverage nor is it designed to replace any provisions of your insurance policy or its endorsements. You should read your policy and its endorsements and review your Declarations page for complete information on the insurance coverages you are provided. If there is any conflict between the endorsements and this summary, **THE PROVISIONS OF THE ENDORSEMENTS SHALL PREVAIL.**

The major areas within the endorsements that broaden, reduce, or clarify coverage are highlighted below. This notice does not address every editorial change made to these endorsements.

CG 70 70 05 08 Advantage General Liability Extension Endorsement
CG 70 88 05 08 Texas Advantage General Liability Extension Endorsement
CG 71 36 05 08 Illinois Advantage General Liability Extension Endorsement
CG 71 57 05 08 Maine Advantage General Liability Extension Endorsement
CG 71 62 05 08 Advantage General Liability Extension Endorsement – Form B
CG 71 75 05 08 Virginia Advantage General Liability Extension Endorsement

BROADENINGS IN COVERAGE

Amended Fellow Employee Exclusion – Provides excess co-employee "bodily injury" coverage for managers, supervisors, directors, or officers. This coverage did not previously exist under this endorsement.

REDUCTIONS IN COVERAGE

Broadened Who Is An Insured – Clarifies that "bodily injury" and "property damage" arising out of the sole negligence of an additional insured vendor is excluded, with certain exceptions. This change may be considered a reduction in coverage in those states where (1) named insureds are permitted to contractually hold harmless an additional insured for that additional insured's sole negligence, and (2) courts have enabled coverage for the sole negligence of the additional insured.

CLARIFICATIONS OR NO IMPACT IN COVERAGE

Pollution - Heating And Air Conditioning Equipment – This coverage was deleted since the coverage is now included in ISO Commercial General Liability Coverage Form CG 00 01.

Transfer Of Rights (Blanket Waiver Of Subrogation) – This new title replaces the old title, Waiver of Subrogation, for consistency with other forms.

Limited Electronic Data Liability – Coverage was deleted since Amerisure already provides such coverage by attachment of mandatory endorsement Electronic Data Liability CG 04 37.

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CG 70 14 05 08 Manufacturers Processors Specifications Expense Coverage
CG 71 71 05 08 Virginia Manufacturers Processors Specifications Expense Coverage

BROADENINGS IN COVERAGE

Exclusion **c.** was revised by deleting language that excluded expenses exceeding the selling price at which the insured sold "defective goods or products." The change provides broader coverage when the selling price is low.

CLARIFICATIONS OR NO IMPACT IN COVERAGE

The coverage trigger was revised for consistency with other similar forms. Coverage is triggered when an insured incurs an expense, not when an error or omission occurs. Exclusion **k.** was modified accordingly.

CG 70 15 05 08 Product Recall Coverage Endorsement
CG 70 76 05 08 Kansas Product Recall Coverage Endorsement
CG 71 56 05 08 Maine Product Recall Coverage Endorsement
CG 71 60 05 08 New Hampshire Product Recall Coverage Endorsement
CG 71 72 05 08 Virginia Product Recall Coverage Endorsement

CLARIFICATIONS OR NO IMPACT IN COVERAGE

Reference in the Limits section to the percentage of "Each Loss" was deleted since the old co-pay pricing structure was replaced with a flat charge.

CG 70 30 05 08 Repair And Rework Coverage: Expense Indemnification For Repair Of Your Product Or Your Work Endorsement
CG 70 45 05 08 Texas Repair And Rework Coverage: Expense Indemnification For Repair Of Your Product Or Your Work Endorsement
CG 70 77 05 08 Tennessee Repair And Rework Coverage: Expense Indemnification For Repair Of Your Product Or Your Work Endorsement
CG 71 05 05 08 Mississippi Repair And Rework Coverage: Expense Indemnification For Repair Of Your Product Or Your Work Endorsement
CG 71 27 05 08 Alabama Repair And Rework Coverage: Expense Indemnification For Repair Of Your Product Or Your Work Endorsement
CG 71 73 05 08 Virginia Repair And Rework Coverage: Expense Indemnification For Repair Of Your Product Or Your Work Endorsement

BROADENINGS IN COVERAGE

Exclusion **b.** was revised by deleting language that excluded expenses exceeding the selling price of "your product" or "your work." This change provides broader coverage when the selling price is low.

Amerisure Companies

Explanatory Memorandum

Classifications of Type of Insurance and Sub Type of Insurance

The SERFF filing system forces a selection of Sub Type(s) for a Line of Business. In doing so, the same filing meant for a Line of Business would be filed multiple times, once for each Sub Type selected. Our filings are filed by Lines of Business. Therefore, we explain the following:

Commercial General Liability Line of Business

Commercial General Liability contains the forms, rules, ISO prospective loss costs and/or individual company forms, rules, and rates/loss costs, rating procedures, supplementary rules, and state exceptions for the Commercial General Liability Coverage Part, Pollution Liability Coverage Part, Liquor Liability Coverage Part, Products/Completed Operations Liability Coverage Part, Owners and Contractors Protective Liability Coverage Part, Railroad Protective Liability Coverage Part and Underground Storage Tank (UST) Policy.

This Division is divided into sections consisting of :

1. General Rules
2. Coverage Rules
3. Miscellaneous Rules
4. Increased/Decreased Limits
5. Estimated Loss Potentials (ELP's) Supplement

The Annual Statement Line is 17. – Other Liability, 18. – Products Liability, and 5.2 Commercial Multiple Peril (Liability Portion) for Commercial General Liability as part of a Package Policy.

It is our intent to interpret Commercial General Liability to mean the above reference.

Sub Type Insurance:

Sub Type of Insurance as shown in SERFF(depending on the state) and on the Uniform Property & Casualty Product Coding Matrix:

- 17.0001** – Commercial General Liability
- 17.0002** – Completed Operations
- 17.0004** – Contractual Liability

- 17.0006** – Directors & Officers Liability
- 17.0007** – Elevators and Escalators Liability
- 17.0008** Employee Benefit Liability
- 17.0009** – Employers Liability
- 17.0010** – Employment Practices Liability
- 17.0011** – Environmental Pollution Liability
- 17.0012** – Fire Legal Liability
- 17.0013** – Kidnap & Ransom Liability
- 17.0014** – Liquor Liability
- 17.0015** – Municipal Liability
- 17.0016** – Nuclear Energy Liability
- 17.0017** – Personal Injury Liability
- 17.0018** – Premises and Operations (OL&T and M&C)
- 17.0019** – Professional Errors and Omissions Liability
- 17.0022** – Other
- 17.0023** – Veterinarian
- 17.0024** – Internet Liability
- 18.1000** – Products Liability - Claims Made Only
- 18.2000** – Products Liability – Occurrence Only

We will show these sub types on the Property & Casualty Transmittal Form as **17.0000**, Commercial General Liability.

It is our wish **not** to file the same filing as separate Sub Types under one line of business resulting in multiple filings.

Please Note: Commercial Umbrella is filed separately from Commercial General Liability as company practice, thus this memorandum would not apply.

Commercial General Liability Countrywide 2008 Form Filing Memorandum

FORMS LIST:

- CG 70 14 05 08 Manufacturers Processors Specifications Expense Coverage
- CG 70 15 05 08 Product Recall Coverage Endorsement
- CG 70 30 05 08 Repair And Rework Coverage: Expense Indemnification For Repair Of Your Product Or Your Work Endorsement
- CG 70 70 05 08 Advantage General Liability Extension Endorsement
- CG 71 55 08 07 Electronic Data Liability
- CG 71 67 12 07 Exterior Insulation And Finish Systems – Limitation Of Coverage
- CG 71 68 02 08 Damage Arising Out Of Your Work
- CG 71 77 05 08 Cyber Liability Reimbursement Coverage
- CG 71 78 05 08 Limited Pollution Reimbursement Coverage – Products-Completed Operations Liability
- M 21 90 05 08 Commercial General Liability Coverage Advantage Supplemental Coverage Schedule

DESCRIPTIONS:

Manufacturers Processors Specifications Expense Coverage

CG 70 14 05 08 replaces CG 70 14 08 05. CG 70 14 05 08 is an updated optional form that provide expense indemnification coverage for repair or replacement of products found to be defective because they do not meet the specifications of the insured's customer.

Product Recall Coverage Endorsement

CG 70 15 05 08 replaces CG 70 15 08 05. CG 70 15 05 08 is an updated optional form that provide expense indemnification coverage for removal of a defective product from the marketplace and pay-on-behalf-of coverage for related expenses of others the insured becomes legally obligated to pay.

Repair And Rework Coverage: Expense Indemnification For Repair Of Your Product Or Your Work Endorsement

CG 70 30 05 08 replaces CG 70 30 08 05. CG 70 30 05 08 is an updated optional form that provides indemnification coverage for expenses incurred to repair or replace "your product" or "your work" that is a component part of "impaired property," has rendered such "impaired property" less useful, but can be restored by repair or replacement of "your product" or "your work."

Advantage General Liability Extension Endorsement

CG 70 70 05 08 replaces CG 70 70 09 05. CG 70 70 05 08 is an updated optional form that provides extensions of provisions contained in ISO's Commercial General Liability Coverage Form to manufacturers and other business entities.

Electronic Data Liability

CG 71 55 08 07 is a new mandatory form that provides coverage for loss of computerized or electronically stored data or software that results from physical injury to tangible property. The form is identical to ISO's CG 04 37 except CG 71 55 doesn't contain a schedule or reference to limits. This change clarifies that coverage is subject to the Coverage A limit of ISO's Commercial General Liability Coverage Form, rather than an additional sub-limit.

Commercial General Liability Countrywide 2008 Form Filing Memorandum

Exterior Insulation And Finish Systems – Limitation Of Coverage

CG 71 67 12 07 is a new optional form that provides limited liability coverage for the installation of Exterior Insulation and Finish Systems.

Damage Arising Out Of Your Work

CG 71 68 02 08 is a new optional form that provides “property damage” coverage for damages the named insured is legally obligated to pay because of damage to “your work” resulting from work performed by a subcontractor. Such damages are considered to be an “occurrence” under this form. The form can be used in jurisdictions where damage to “your work” is not considered to be an occurrence.

Cyber Liability Reimbursement Coverage

CG 71 77 05 08 is a new optional form that provides limited liability coverage for the named insured’s website or Internet-related activities.

Limited Pollution Reimbursement Coverage – Products-Completed Operations Liability

CG 71 78 05 08 is a new optional form that provides limited pollution incident reimbursement coverage for damages, “cleanup costs” and “defense expenses” resulting from a “pollution incident” arising out of the “products-completed operations hazard.”

Commercial General Liability Coverage Advantage Supplemental Coverage Schedule

M 21 90 05 08 replaces M 21 90 01 04. M 21 90 05 08 is an updated schedule that reflects the addition of CG 71 77 and CG 71 78.

CG 70 14 05 08 vs. CG 70 14 08 05
SIDE-BY-SIDE COMPARISON
DIFFERENCES SHOWN IN BLUE

<u>PROPOSED FORM</u> MANUFACTURERS/PROCESSORS SPECIFICATIONS EXPENSE COVERAGE ENDORSEMENT CG 70 14 05 08	<u>CURRENT FORM</u> MANUFACTURERS/PROCESSORS SPECIFICATIONS EXPENSE COVERAGE ENDORSEMENT CG 70 14 08 05	<u>COMMENTS</u>
<p>1. Insuring Agreement.</p> <p>a. We will indemnify you for expenses you incur to repair or replace "your products" which have been found to be "defective goods or products" because of an error or omission committed by you to which this insurance applies.</p> <p>We may at our discretion investigate any error or omission to which this insurance applies. However:</p> <p>(1) The amount we will pay as reimbursement for your expenses is limited as described under Provision C. SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE of this endorsement.</p> <p>(2) No other obligation to pay sums or perform acts or services is covered.</p> <p>b. This insurance applies as stated in a. above, but only if the expenses are incurred:</p> <p>(1) Within the "coverage territory"; and</p> <p>(2) During the policy period.</p>	<p>1. Insuring Agreement.</p> <p>a. We will indemnify you for expenses you incur to repair or replace "your products" which have been found to be "defective goods or products" because of an error or omission committed by you to which this insurance applies.</p> <p>We may at our discretion investigate any error or omission to which this insurance applies. However:</p> <p>(1) The amount we will pay as reimbursement for your expenses is limited as described under Provision C. SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE of this endorsement.</p> <p>(2) No other obligation to pay sums or perform acts or services is covered.</p> <p>b. This insurance applies as stated in a. above, but only if:</p> <p>(1) The error or omission takes place in the "coverage territory";</p> <p>(2) The error or omission occurs during the policy period.</p>	<p>The coverage trigger was revised for consistency with other similar forms. Coverage is triggered when an insured incurs an expense, not when an error or omission occurs. This is a clarification that has no impact on coverage.</p>

CG 70 14 05 08 vs. CG 70 14 08 05
SIDE-BY-SIDE COMPARISON
DIFFERENCES SHOWN IN BLUE

<u>PROPOSED FORM</u> MANUFACTURERS/PROCESSORS SPECIFICATIONS EXPENSE COVERAGE ENDORSEMENT CG 70 14 05 08	<u>CURRENT FORM</u> MANUFACTURERS/PROCESSORS SPECIFICATIONS EXPENSE COVERAGE ENDORSEMENT CG 70 14 08 05	<u>COMMENTS</u>
<p>2. Exclusions.</p> <p>The insurance afforded by the endorsement does not apply to:</p> <p>...</p> <p>c. Expenses exceeding your cost to repair or replace any "defective goods or products";</p> <p>...</p> <p>k. Any expenses that occur prior to the Effective Date of this endorsement or after the Expiration Date stated on the Declarations page;</p>	<p>2. Exclusions.</p> <p>The insurance afforded by the endorsement does not apply to:</p> <p>...</p> <p>c. Expenses exceeding your cost to repair or replace any "defective goods or products" or the selling price at which you sold the "defective goods or products", whichever is less;</p> <p>...</p> <p>k. Any errors or omissions which occur prior to the Effective Date of this endorsement or after the Expiration Date stated on the Declarations page</p>	<p>Deletion of the latter half of exclusion c. provides broader coverage when the selling price is low.</p> <p>Exclusion k. was modified according to the revised coverage trigger in the insuring agreement. This is a clarification that has no impact on coverage.</p>

CG 70 15 05 08 vs. CG 70 15 08 05
SIDE-BY-SIDE COMPARISON
SIGNIFICANT DIFFERENCES SHOWN IN BLUE

<p align="center"><u>PROPOSED FORM</u></p> <p>PRODUCT RECALL COVERAGE ENDORSEMENT CG 70 15 05 08</p>	<p align="center"><u>CURRENT FORM</u></p> <p>PRODUCT RECALL COVERAGE ENDORSEMENT CG 70 15 08 05</p>	<p align="center"><u>COMMENTS</u></p>
<p align="center"><i>(Not on this form)</i></p>	<p>C. SECTION III - LIMITS OF INSURANCE is deleted and replaced with the following:</p> <p>SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE</p> <p>...</p> <p>3. Subject to 2. above, we will pay the lesser of</p> <ul style="list-style-type: none"> a. The percentage of "Each Loss" shown in the Supplemental Coverage Schedule, or b. The "Each Loss" Limit in excess of the "Each Loss" deductible. 	<p>Old paragraph 3. was deleted since the old co-pay pricing structure was replaced with a flat charge. This change has no impact on coverage.</p>

CG 70 30 05 08 vs. CG 70 30 08 05
SIDE-BY-SIDE COMPARISON
DIFFERENCES SHOWN IN BLUE

<u>PROPOSED FORM</u>	<u>CURRENT FORM</u>	<u>COMMENTS</u>
REPAIR AND REWORK COVERAGE: EXPENSE INDEMNIFICATION FOR REPAIR OF YOUR PRODUCT OR YOUR WORK ENDORSEMENT CG 70 30 05 08	REPAIR AND REWORK COVERAGE: EXPENSE INDEMNIFICATION FOR REPAIR OF YOUR PRODUCT OR YOUR WORK ENDORSEMENT CG 70 30 08 05	
<p>2. Exclusions.</p> <p>The insurance afforded by the endorsement does not apply to:</p> <ul style="list-style-type: none"> a. "Bodily injury" or "property damage"; b. Expenses exceeding your cost to repair or replace "your product" or "your work"; 	<p>2. Exclusions.</p> <p>The insurance afforded by the endorsement does not apply to:</p> <ul style="list-style-type: none"> a. "Bodily injury" or "property damage"; b. Expenses exceeding: <ul style="list-style-type: none"> (1) Your cost to repair or replace "your product" or "your work"; or (2) The selling price of "your product" or "your work"; 	<p>Deletion of the latter half of exclusion b. provides broader coverage when the selling price is low.</p>

CG 70 70 05 08 vs. CG 70 70 09 05
SIDE-BY-SIDE COMPARISON
DIFFERENCES SHOWN IN BLUE

<p align="center"><u>PROPOSED FORM</u></p> <p>ADVANTAGE GENERAL LIABILITY EXTENSION ENDORSEMENT</p> <p>CG 70 70 05 08</p>	<p align="center"><u>CURRENT FORM</u></p> <p>ADVANTAGE GENERAL LIABILITY EXTENSION ENDORSEMENT</p> <p>CG 70 70 09 05</p>	<p align="center"><u>COMMENTS</u></p>
<p>2. AMENDED FELLOW EMPLOYEE EXCLUSION</p> <p>A. The following is added to Paragraph 2.a.(1) of Section II – Who Is An Insured:</p> <p>Paragraphs (a), (b) and (c) above do not apply to your “employees” that are:</p> <p>(i) Managers; (ii) Supervisors; (iii) Directors; or (iv) Officers;</p> <p>with respect to “bodily injury” to a “co-employee”.</p> <p>B. This Amended Fellow Employee Exclusion coverage is excess over any other valid and collectible insurance.</p>	<p>2. POLLUTION - HEATING AND AIR CONDITIONING EQUIPMENT</p> <p>Exclusion f. Pollution or any additional pollution exclusion attached to this Coverage Form shall not apply to:</p> <p>“Bodily injury” if sustained within a building that is or was at any time owned or occupied by or rented or leased to any insured and caused by smoke, fumes, vapor or soot from equipment used to heat or cool the building.</p>	<p>Amended Fellow Employee Exclusion, which provides excess co-employee “bodily injury” coverage for managers, supervisors, directors, or officers, was added to the new form as provision 2. This coverage did not previously exist under this endorsement.</p> <p>Pollution - Heating And Air Conditioning Equipment coverage was deleted since the coverage is now included in ISO Commercial General Liability Coverage Form CG 00 01.</p>
<p>9. BROADENED WHO IS AN INSURED</p> <p>...</p> <p>4. Any person or organization (referred to below as vendor) with whom you agreed because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" that are distributed or sold in the regular course of the vendor's business. However, no such person or organization is an insured with respect to:</p> <p>...</p> <p>d. Repackaging, except when unpacked</p>	<p>9. BROADENED WHO IS AN INSURED</p> <p>...</p> <p>4. Any person or organization (referred to below as vendor) with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" that are distributed or sold in the regular course of the vendor's business. However, no such person or organization is an insured with respect to:</p> <p>...</p> <p>d. Repackaging, unless unpacked solely</p>	<p>Editorial change mimics wording in ISO’s Additional Insured Vendors CG 20 15.</p>

CG 70 70 05 08 vs. CG 70 70 09 05
SIDE-BY-SIDE COMPARISON
DIFFERENCES SHOWN IN BLUE

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<p>solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;</p> <p>...</p> <p>g. “Bodily injury” or “property damage” arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:</p> <p>(1) The exceptions contained in subparagraphs d. or e.; or</p> <p>(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.</p> <p>This insurance does not apply to any insured person or organization from which you have acquired such products, or any ingredient, part of container, entering into, accompanying or containing such products.</p>	<p>for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;</p> <p>...</p> <p align="center"><i>(Not on this form)</i></p> <p>This insurance does not apply to any insured person or organization from which you have acquired such products, or any ingredient, part of container, entering into, accompanying or containing such products.</p>	<p>Clarifies that “bodily injury” and “property damage” arising out of the sole negligence of an additional insured vendor is excluded, with certain exceptions. This change may be considered a reduction in coverage in those states where (1) named insureds are permitted to contractually hold harmless an additional insured for that additional insured’s sole negligence, and (2) courts have enabled coverage for the sole negligence of the additional insured.</p>
<p>16. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)</p>	<p>16. WAIVER OF SUBROGATION</p>	<p>Re-titled for consistency with other forms.</p>

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<p align="center"><i>(Not on this form)</i></p>	<p>19. LIMITED ELECTRONIC DATA LIABILITY</p> <p>A. The following paragraph is added to SECTION III – LIMITS OF INSURANCE:</p> <p>Subject to 5. above, the most we will pay under Coverage A. for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is \$25,000.</p> <p>B. For this provision 19. only, SECTION V – DEFINITIONS, paragraph 17. "Property damage" is replaced by the following:</p> <p>17. "Property damage" means:</p> <p>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;</p> <p>b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or</p> <p>c. Loss of "electronic data". Loss of "electronic data" means loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to</p>	<p>Coverage was deleted since Amerisure already provides such coverage by attachment of mandatory ISO endorsement Electronic Data Liability CG 04 37.</p> <p>Deletion resulted in subsequent re-numbering of provisions.</p>

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	<p align="center">occur at the time of the "occurrence" that caused it.</p> <p align="center">For the purposes of this insurance, "electronic data" is not tangible property.</p>	
<p>19. DEFINITIONS</p> <p align="center"><i>(Not on this form)</i></p>	<p>20. DEFINITIONS</p> <p>"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 used with electronically controlled equipment.</p>	<p>Definition was deleted since coverage for Limited Electronic Data Liability was deleted.</p>

M 21 90 05 08 vs. M 21 90 01 04
SIDE-BY-SIDE COMPARISON
DIFFERENCES SHOWN IN BLUE

<p align="center"><u>PROPOSED FORM</u></p> <p>COMMERCIAL GENERAL LIABILITY COVERAGE ADVANTAGE SUPPLEMENTAL COVERAGE SCHEDULE</p> <p>M 21 90 05 08</p>	<p align="center"><u>CURRENT FORM</u></p> <p>COMMERCIAL GENERAL LIABILITY COVERAGE ADVANTAGE SUPPLEMENTAL COVERAGE SCHEDULE</p> <p>M 21 90 01 04</p>	<p align="center"><u>COMMENTS</u></p>
<p>PRODUCT RECALL COVERAGE ENDORSEMENT Limits of Insurance Each Loss \$ Annual Aggregate \$</p>	<p>PRODUCT RECALL COVERAGE ENDORSEMENT Limits of Insurance Each Loss \$ or % of Each Loss, whichever is less Annual Aggregate \$</p>	<p>Reference to the % of Each Loss was deleted since the old co-pay pricing structure was replaced with a flat charge.</p>
<p>CYBER LIABILITY REIMBURSEMENT COVERAGE Limits of Insurance Each Occurrence \$ Annual Aggregate \$</p> <p align="right">Premium \$</p>		<p>New form Cyber Liability Reimbursement Coverage required addition of this section to the Schedule.</p>
<p>LIMITED POLLUTION REIMBURSEMENT COVERAGE – PRODUCTS-COMPLETED OPERATIONS LIABILITY Limits of Insurance Each Occurrence \$ Annual Aggregate \$</p> <p align="right">Premium \$</p>		<p>New form Limited Pollution Reimbursement Coverage – Products-Completed Operations Liability required addition of this section to the Schedule.</p>