

SERFF Tracking Number: WESA-125728647 State: Arkansas  
Filing Company: Arch Insurance Company State Tracking Number: #29853 \$50  
Company Tracking Number: ARCH-08-155  
TOI: 35.0 Interline Filings Sub-TOI: 35.0002 Commercial Interline Filings  
Product Name: Multiple Line Form Filing  
Project Name/Number: Submission of Multiple Line Form Filing /ARCH-08-155

## Filing at a Glance

Company: Arch Insurance Company  
Product Name: Multiple Line Form Filing SERFF Tr Num: WESA-125728647 State: Arkansas  
TOI: 35.0 Interline Filings SERFF Status: Closed State Tr Num: #29853 \$50  
Sub-TOI: 35.0002 Commercial Interline Filings Co Tr Num: ARCH-08-155 State Status: Fees verified and received  
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins  
Authors: Westmont Associates, Wesley Pohler Disposition Date: 07/16/2008  
Date Submitted: 07/10/2008 Disposition Status: Approved  
Effective Date Requested (New): On Approval Effective Date (New): 07/16/2008  
Effective Date Requested (Renewal): On Approval Effective Date (Renewal): 07/16/2008

State Filing Description:

## General Information

Project Name: Submission of Multiple Line Form Filing Status of Filing in Domicile: Pending  
Project Number: ARCH-08-155 Domicile Status Comments: Pending in the state of Missouri  
Reference Organization: None Reference Number: None  
Reference Title: None Advisory Org. Circular: None  
Filing Status Changed: 07/16/2008  
State Status Changed: 07/11/2008 Deemer Date:  
Corresponding Filing Tracking Number:

Filing Description:

Enclosed please find Arch Insurance Company's (Arch) multiple line form filing. A letter permitting Westmont Associates, Inc. to submit this filing on Arch's behalf is enclosed.

The Company is filing the enclosed forms to be used by various business divisions for use with their currently approved Commercial Automobile and General Liability programs. Please note that all of the forms enclosed in

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this filing are new with the exception of the General Liability Self Insured Retention endorsement 00 GL0484 00 06 08. This form replaces all previous versions of the CGL Self Insured Retention forms currently on file and approved by your jurisdiction. Please refer to the attached endorsements and forms listing for further information.

Please be advised that there is no rating impact associated with the submission of the enclosed endorsements. Your approval or acknowledgement otherwise of this submission is respectfully requested. Thank you for your attention to this matter.

## Company and Contact

### Filing Contact Information

(This filing was made by a third party - westmontassociatesinc)

Wesley Pohler, AVP wes@westmontlaw.com  
 25 Chestnut Street (856) 216-0220 [Phone]  
 Haddonfield, NJ 08033 (856) 216-0303[FAX]

### Filing Company Information

Arch Insurance Company	CoCode: 11150	State of Domicile: Missouri
300 First Stamford Place	Group Code: 1279	Company Type: Property and Casualty
5th Floor East		
Stamford, CT 06902	Group Name:	State ID Number:
(203) 388-3220 ext. [Phone]	FEIN Number: 43-0990710	

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## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
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Arch Insurance Company \$0.00 07/10/2008

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CHECK NUMBER	CHECK AMOUNT	CHECK DATE
29853	\$50.00	07/07/2008

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	07/16/2008	07/16/2008

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## **Disposition**

Disposition Date: 07/16/2008

Effective Date (New): 07/16/2008

Effective Date (Renewal): 07/16/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Letter of Authorization	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Supporting Document	Forms Listing	Approved	Yes
Form	DIFFERENCE IN COVERAGE AND LIMITS ENDORSEMENT	Approved	Yes
Form	DIFFERENCE IN COVERAGE AND LIMITS ENDORSEMENT (INCLUDING DEDUCTIBLE DIFFERENCE)	Approved	Yes
Form	AMENDED DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT AND REPRESENTATIONS CONDITIONS ENDORSEMENT	Approved	Yes
Form	ATHLETIC MEDICAL PAYMENTS ENDORSEMENT	Approved	Yes
Form	EMPLOYEE BENEFITS LIABILITY COVERAGE	Approved	Yes
Form	BROAD FORM NAMED INSURED - DESIGNATED ENDORSEMENT	Approved	Yes
Form	CONTRACTORS GENERAL LIABILITY ENDORSEMENT	Approved	Yes
Form	ANTI STACKING ENDORSEMENT	Approved	Yes
Form	EMPLOYEE BENEFITS LIABILITY, STOP GAP LIABILITY AND LIQUOR LIABILITY DEDUCTIBLE LIABILITY COVERAGE FORM	Approved	Yes
Form	GARAGE OPERATIONS EXCLUSION ENDORSEMENT	Approved	Yes
Form	PREMIUM COMPUTATION ENDORSEMENT	Approved	Yes
Form	SELF INSURED RETENTION - SCHEDULE AMENDMENT - LIQUOR LIABILITY AND STOP GAP LIABILITY	Approved	Yes
Form	BROAD FORM NAMED INSURED ENDORSEMENT	Approved	Yes

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<b>Form</b>	COMMERCIAL GENERAL LIABILITY SELF INSURED RETENTION ENDORSEMENT	Approved	Yes
<b>Form</b>	AMENDED DUTIES IN THE EVENT OF INJURY, CLAIM OR SUIT AND REPRESENTATIONS CONDITIONS ENDORSEMENT	Approved	Yes
<b>Form</b>	WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS TO US	Approved	Yes
<b>Form</b>	EARLY NOTICE OF CANCELLATION PROVIDED BY US	Approved	Yes
<b>Form</b>	STATED AMOUNT INSURANCE	Approved	Yes
<b>Form</b>	DESIGNATED ENTITY EXCLUSION ENDORSEMENT	Approved	Yes
<b>Form</b>	GARAGE OPERATIONS EXCLUSION ENDORSEMENT	Approved	Yes
<b>Form</b>	PREMIUM COMPUTATION ENDORSEMENT	Approved	Yes
<b>Form</b>	LIMITED MEXICO COVERAGE ENDORSEMENT	Approved	Yes
<b>Form</b>	BROAD FORM NAMED INSURED - DESIGNATED ENDORSEMENT	Approved	Yes
<b>Form</b>	BROAD FORM NAMED INSURED ENDORSEMENT	Approved	Yes
<b>Form</b>	ANTI STACKING ENDORSEMENT	Approved	Yes
<b>Form</b>	BODILY INJURY OR PROPERTY DAMAGE EXPECTED OR INTENDED ENDORSEMENT	Approved	Yes
<b>Form</b>	PHYSICAL DAMAGE TO PROPERTY ENDORSEMENT	Approved	Yes
<b>Form</b>	ALL PROFESSIONAL SERVICES EXCLUSION ENDORSEMENT	Approved	Yes
<b>Form</b>	RAILROAD PROTECTIVE LIABILITY POLICY DECLARATIONS	Approved	Yes

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	DIFFERENCE IN COVERAGE AND LIMITS ENDORSEMENT	00 ML0077	06 08	Endorsement/Amendment/Conditions		0.00	00ML007700 0608.pdf
Approved	DIFFERENCE IN COVERAGE AND LIMITS ENDORSEMENT (INCLUDING DEDUCTIBLE DIFFERENCE)	00 ML0078	06 08	Endorsement/Amendment/Conditions		0.00	00ML007800 0608.pdf
Approved	AMENDED DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT AND REPRESENTATIONS CONDITIONS ENDORSEMENT	00 GL0469	06 08	Endorsement/Amendment/Conditions		0.00	00GL046900 0608.pdf
Approved	ATHLETIC MEDICAL PAYMENTS ENDORSEMENT	00 GL0470	06 08	Endorsement/Amendment/Conditions		0.00	00GL047000 0608.pdf
Approved	EMPLOYEE BENEFITS LIABILITY COVERAGE	00 GL0471	06 08	Endorsement/Amendment/Conditions		0.00	00GL047100 0608.pdf
Approved	BROAD FORM NAMED INSURED - DESIGNATED	00 GL0472	06 08	Endorsement/Amendment/Conditions		0.00	00GL047200 0608.pdf

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ENDORSEMENT

Approved	CONTRACTORS 00	06 08	Endorseme New	0.00	00GL047300
	GENERAL GL0473		nt/Amendm		0608.pdf
	LIABILITY 00 06 08		ent/Condi		
	ENDORSEMENT		ons		
Approved	ANTI STACKING 00	06 08	Endorseme New	0.00	00GL047400
	ENDORSEMENT GL0474		nt/Amendm		0608.pdf
	00 06 08		ent/Condi		
			ons		
Approved	EMPLOYEE 00	06 08	Endorseme New	0.00	00GL047500
	BENEFITS GL0475		nt/Amendm		0608.pdf
	LIABILITY, STOP 00 06 08		ent/Condi		
	GAP LIABILITY		ons		
	AND LIQUOR				
	LIABILITY				
	DEDUCTIBLE				
	LIABILITY				
	COVERAGE				
	FORM				
Approved	GARAGE 00	06 08	Endorseme New	0.00	00GL047600
	OPERATIONS GL0476		nt/Amendm		0608.pdf
	EXCLUSION 00 06 08		ent/Condi		
	ENDORSEMENT		ons		
Approved	PREMIUM 00	06 08	Endorseme New	0.00	00GL047700
	COMPUTATION GL0477		nt/Amendm		0608.pdf
	ENDORSEMENT 00 06 08		ent/Condi		
			ons		
Approved	SELF INSURED 00	06 08	Endorseme New	0.00	00GL047800
	RETENTION - GL0478		nt/Amendm		0608.pdf
	SCHEDULE 00 06 08		ent/Condi		
	AMENDMENT -		ons		
	LIQUOR				
	LIABILITY AND				
	STOP GAP				
	LIABILITY				
Approved	BROAD FORM 00	06 08	Endorseme New	0.00	00GL048000
	NAMED GL0480		nt/Amendm		0608.pdf
	INSURED 00 06 08		ent/Condi		

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ENDORSEMENT				ons		
Approved	COMMERCIAL	00	06 08	Endorseme Replaced	Replaced Form #:0.00	00GL048400
	GENERAL	GL0484		nt/Amendm		0608.pdf
	LIABILITY SELF	00 06 08		ent/Condi	Previous Filing #:	
	INSURED			ons		
	RETENTION					
	ENDORSEMENT					
Approved	AMENDED	00	06 08	Endorseme New	0.00	00GL048500
	DUTIES IN THE	GL0485		nt/Amendm		0608.pdf
	EVENT OF	00 06 08		ent/Condi		
	INJURY, CLAIM			ons		
	OR SUIT AND					
	REPRESENTATI					
	ONS					
	CONDITIONS					
	ENDORSEMENT					
Approved	WAIVER OF	00	04 08	Endorseme New	0.00	00CA008000
	TRANSFER	CA0080		nt/Amendm		0408.pdf
	RIGHTS OF	00 04 08		ent/Condi		
	RECOVERY			ons		
	AGAINST					
	OTHERS TO US					
Approved	EARLY NOTICE	00	04 08	Endorseme New	0.00	00CA008100
	OF	CA0081		nt/Amendm		0408.pdf
	CANCELLATION	00 04 08		ent/Condi		
	PROVIDED BY			ons		
	US					
Approved	STATED	00	04 08	Endorseme New	0.00	00CA008200
	AMOUNT	CA0082		nt/Amendm		0408.pdf
	INSURANCE	00 04 08		ent/Condi		
				ons		
Approved	DESIGNATED	00	06 08	Endorseme New	0.00	00CA008300
	ENTITY	CA0083		nt/Amendm		0608 .pdf
	EXCLUSION	00 06 08		ent/Condi		
	ENDORSEMENT			ons		
Approved	GARAGE	00	06 08	Endorseme New	0.00	00CA008400
	OPERATIONS	CA0084		nt/Amendm		0608.pdf
	EXCLUSION	00 06 08		ent/Condi		

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ENDORSEMENT				ons		
Approved	PREMIUM COMPUTATION ENDORSEMENT	00 CA0085 00 06 08	06 08	Endorseme New nt/Amendm ent/Condi ons	0.00	00CA008500 608 .pdf
Approved	LIMITED MEXICO COVERAGE ENDORSEMENT	00 CA0086 00 06 08	06 08	Endorseme New nt/Amendm ent/Condi ons	0.00	00CA008600 608.pdf
Approved	BROAD FORM NAMED INSURED - DESIGNATED ENDORSEMENT	00 CA0087 00 06 08	06 08	Endorseme New nt/Amendm ent/Condi ons	0.00	00CA008700 608.pdf
Approved	BROAD FORM NAMED INSURED ENDORSEMENT	00 CA0088 00 06 08	06 08	Endorseme New nt/Amendm ent/Condi ons	0.00	00CA008800 608.pdf
Approved	ANTI STACKING ENDORSEMENT	00 CA0089 00 06 08	06 08	Endorseme New nt/Amendm ent/Condi ons	0.00	00CA008900 608.pdf
Approved	BODILY INJURY OR PROPERTY DAMAGE EXPECTED OR INTENDED ENDORSEMENT	00 CA0090 00 06 08	06 08	Endorseme New nt/Amendm ent/Condi ons	0.00	00CA009000 608.pdf
Approved	PHYSICAL DAMAGE TO PROPERTY ENDORSEMENT	00 RRP0004 00 06 08	06 08	Endorseme New nt/Amendm ent/Condi ons	0.00	00RRP0004 000608.pdf
Approved	ALL PROFESSIONAL SERVICES EXCLUSION ENDORSEMENT	00 RRP0017 00 06 08	06 08	Endorseme New nt/Amendm ent/Condi ons	0.00	00RRP0017 000608.pdf
Approved	RAILROAD	05	06 08	Declaration New	0.00	05RRP0012

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Product Name: Multiple Line Form Filing  
Project Name/Number: Submission of Multiple Line Form Filing /ARCH-08-155  
PROTECTIVE RRP0012 s/Schedule 000608.pdf  
LIABILITY 00 06 08  
POLICY  
DECLARATIONS



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DIFFERENCE IN COVERAGE AND LIMITS ENDORSEMENT**

It is agreed that this policy is amended as follows:

**SCHEDULE OF OTHER POLICY**

Policy Type:	
Named insured:	
Policy number:	
Policy period:	
Insurance company:	

The following Condition is added to the policy:

If there are differences in coverage or limits between this policy and the Other Policy, described in the above SCHEDULE OF OTHER POLICY, and this policy provides broader coverage or higher limits than the Other Policy, then this policy will indemnify the insured for the coverage or limit difference to the extent provided by, and subject to, this policy's terms, conditions, exclusions, limits of insurance, and policy deductible or self insured retention, if applicable.

This policy will only indemnify the difference between the Limits of Insurance of this policy and limits of insurance of the Other Policy, described in the above SCHEDULE OF OTHER POLICY, if the Limits of Insurance of this policy are greater than the limits of insurance of the Other Policy. The Limits of Insurance under this policy shall be converted to the currency used by the Other Policy for the purposes of establishing the limit differences which are the subject of this endorsement.

This policy will not cover any claim that:

1. is within the deductible or self insured retention of the Other Policy, described in the above SCHEDULE OF OTHER POLICY;
2. is excluded by this policy; or
3. would have been covered by the Other Policy, described in the above SCHEDULE OF OTHER POLICY, had it not expired, been cancelled, or non-renewed.

If any claim is covered by the Other Policy, described in the above SCHEDULE OF OTHER POLICY, and such claim is also covered by this policy, this insurance is excess over the Other Policy and shall in no event be considered primary or contributing insurance.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DIFFERENCE IN COVERAGE AND LIMITS ENDORSEMENT  
(INCLUDING DEDUCTIBLE DIFFERENCE)**

It is agreed that this policy is amended as follows:

**SCHEDULE OF OTHER POLICY**

Policy Type:	
Named insured:	
Policy number:	
Policy period:	
Insurance company:	

The following Condition is added to the policy:

If there are differences in coverage or limits between this policy and the Other Policy, described in the above SCHEDULE OF OTHER POLICY, and this policy provides broader coverage or higher limits than the Other Policy, then this policy will indemnify the insured for the coverage or limit difference to the extent provided by, and subject to, this policy's terms, conditions, exclusions, limits of insurance, and policy deductible or self insured retention, if applicable. Further, this policy will indemnify the insured for any deductible difference if the Other Policy, described in the above SCHEDULE OF OTHER POLICY, has a policy deductible which is higher than the deductible of this policy.

This policy will only indemnify the difference between the Limits of Insurance of this policy and limits of insurance of the Other Policy, described in the above SCHEDULE OF OTHER POLICY, if the Limits of Insurance of this policy are greater than the limits of insurance of the Other Policy. The Limits of Insurance under this policy shall be converted to the currency used by the Other Policy for the purposes of establishing the limit differences which are the subject of this endorsement.

This policy will not cover any claim that:

1. is within the self insured retention of the Other Policy, described in the above SCHEDULE OF OTHER POLICY;
2. is excluded by this policy; or
3. would have been covered by the Other Policy, described in the above SCHEDULE OF OTHER POLICY, had it not expired, been cancelled, or non-renewed.

If any claim is covered by the Other Policy, described in the above SCHEDULE OF OTHER POLICY, and such claim is also covered by this policy, this insurance is excess over the Other Policy and shall in no event be considered primary or contributing insurance.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDED DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT AND REPRESENTATIONS CONDITIONS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

1. Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition **2. Duties in the Event of Occurrence, Claim or Suit** is amended by the addition of the following paragraphs:

- e. It is agreed that where you report an "occurrence" to an insurer providing other than Commercial General Liability insurance, which later develops into a General Liability claim covered under this policy, failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed in violation of these conditions. However, you shall give immediate notification of the "occurrence" to us, as soon as it is reasonably possible that the "occurrence" is a General Liability claim.
- f. It is agreed that knowledge of an "occurrence" by any of your agents, servants or "employees" shall not constitute knowledge by you unless one of your "executive officers" or anyone responsible for administering your insurance program has received such notice from the agent, servant or "employee".

2. If Employee Benefits Liability Coverage applies to this policy, the following shall apply:

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** as amended by the Employee Benefits Liability Coverage, Condition **2. Duties In The Event Of An Act, Error Or Omission, "Claim" or "Suit"** is amended by the addition of the following paragraphs:

- f. It is agreed that where you report an act, error or omission to an insurer providing other than Commercial General Liability insurance, which later develops into a General Liability claim covered under this policy, failure to report such act, error or omission to us at the time of the act, error or omission shall not be deemed in violation of these conditions. However, you shall give immediate notification of the act, error or omission to us, as soon as it is reasonably possible that the act, error or omission is a General Liability claim.
- g. It is agreed that knowledge of an act, error or omission by any of your agents, servants or "employees" shall not constitute knowledge by you unless one of your "executive officers" or anyone responsible for administering your insurance program has received such notice from the agent, servant or "employee".

3. Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition **6. Representations** is amended by the addition of the following paragraph:

- d. Your failure to disclose all hazards existing as of the inception date of the policy shall not prejudice you with respect to the coverage afforded by this policy, provided such failure or omission is not intentional or grossly negligent.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ATHLETIC MEDICAL PAYMENTS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Under **COVERAGE C MEDICAL PAYMENTS**, Exclusion **2.e. Athletic Activities** is deleted.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EMPLOYEE BENEFITS LIABILITY COVERAGE**

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

<b>Coverage</b>	<b>Limit Of Insurance</b>	<b>Self Insured Retention</b>	<b>Premium</b>
Employee Benefits Programs	\$ each employee	\$ each employee	\$
	\$ aggregate		
Retroactive Date:			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

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

**COVERAGE – EMPLOYEE BENEFITS LIABILITY**

**1. Insuring Agreement**

a. We will pay those sums in excess of the Self Insured Retention that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph **D.** (Section **III** – Limits Of Insurance); and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to damages only if:

- (1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";
- (2) The act, error or omission, did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the policy period; and
- (3) A "claim" for damages, because of an act, error or omission, is first made against any insured, in accordance with Paragraph c. below, during the policy

period or an Extended Reporting Period we provide under Paragraph **F.** of this endorsement.

- c. A "claim" seeking damages will be deemed to have been made at the earlier of the following times:
  - (1) When notice of such "claim" is received and recorded by any insured or by us, whichever comes first; or
  - (2) When we make settlement in accordance with Paragraph **1.a.** above.

A "claim" received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

- d. All "claims" for damages made by an "employee" because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any insured.

## **2. Exclusions**

This insurance does not apply to:

- a. **Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

- b. **Bodily Injury, Property Damage, Or Personal And Advertising Injury**

"Bodily injury", "property damage" or "personal and advertising injury".

- c. **Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

- d. **Insufficiency Of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

- e. **Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation**

Any "claim" based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

**f. Workers' Compensation And Similar Laws**

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

**g. ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

**h. Available Benefits**

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

**i. Taxes, Fines Or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

**j. Employment-Related Practices**

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

**B.** For the purposes of the coverage provided by this endorsement:

1. All references to Supplementary Payments – Coverages A and B are replaced by Supplementary Payments – Coverages **A, B** and **Employee Benefits Liability**.
2. Paragraphs **1.b.** and **2.** of the Supplementary Payments provision do not apply.

**C.** For the purposes of the coverage provided by this endorsement, Paragraphs **2.** and **3.** of **Section II –Who Is An Insured** are replaced by the following:

2. Each of the following is also an insured:
  - a. Each of your "employees" who is or was authorized to administer your "employee benefit program".
  - b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
  - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
- b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.

D. For the purposes of the coverage provided by this endorsement, **Section III – Limits Of Insurance** is replaced by the following:

**1. Limits Of Insurance**

- a. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
  - (1) Insureds;
  - (2) "Claims" made or "suits" brought;
  - (3) Persons or organizations making "claims" or bringing "suits";
  - (4) Acts, errors or omissions; or
  - (5) Benefits included in your "employee benefit program".

We shall only be liable for losses covered under the Policy up to the Limits of Insurance in excess of the Self Insured Retention listed in the Schedule above, whether or not such Self Insured Retention is recoverable or collectible.

- b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
  - (1) An act, error or omission; or
  - (2) A series of related acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

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 shown in the Declarations of the policy to which this endorsement is attached, 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.

**2. Self Insured Retention**

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of any Self Insured Retention amount stated in the Schedule as applicable to Each Employee.
- b. The Self Insured Retention amount stated in the Schedule applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.
- c. The terms of this insurance, including those with respect to:
  - (1) Our right and duty to defend any "suits" seeking those damages; and
  - (2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or "claim" apply.

**E.** For the purposes of the coverage provided by this endorsement, Conditions **2.** and **4.** of **Section IV – Commercial General Liability Conditions** are replaced by the following:

**2. Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"**

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim" either within the Self Insured Retention amount or the Limits of Insurance. To the extent possible, notice should include:
  - (1) What the act, error or omission was and when it occurred; and
  - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.
- b. If a "claim" is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
  - (2) Notify us as soon as practicable.

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

- c. You shall be responsible for the investigation, defense and settlement of any "claim" or "suit" for damages within the Self Insured Retention. You shall exercise utmost good faith, diligence and prudence to settle all "claims" and "suits" within the Self Insured Retention.

We shall have the right but not the duty to participate with you at our own expense in the defense or settlement of any "claim" or "suit" seeking damages covered under the Policy. In the event of a "claim" or "suit" which in our reasonable judgment may result in payments in an amount in excess of the Self Insured Retention, we may, at our sole discretion, assume control of the defense or settlement of such "claim" or "suit". You will continue to be responsible for the payment of the Self Insured Retention.

- d. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.
- e. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

#### 4. Other Insurance

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

##### a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

##### b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Schedule of this insurance and that applies to an act, error or omission on other than a claims-made basis, if:
  - (a) No Retroactive Date is shown in the Schedule of this insurance; or
  - (b) The other insurance has a policy period which continues after the Retroactive Date shown in the Schedule of this insurance.
- (2) When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this insurance; and the total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Schedule of this endorsement.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance of all insurers.

- F.** For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims-made Coverage Part, replaces any similar Section in that Coverage Part:

**EXTENDED REPORTING PERIOD**

1. You will have the right to purchase an Extended Reporting Period, as described below, if:
  - a. This endorsement is canceled or not renewed; or
  - b. We renew or replace this endorsement with insurance that:
    - (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or
    - (2) Does not apply to an act, error or omission on a claims-made basis.
2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled.
3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The "employee benefit programs" insured;
- b. Previous types and amounts of insurance;
- c. Limits of insurance available under this endorsement for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 100% of the annual premium for this endorsement.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

4. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be equal to the dollar amount shown in the Schedule of this endorsement under Limits of Insurance.

Paragraph **D.1.b.** of this endorsement will be amended accordingly. The Each Employee Limit shown in the Schedule will then continue to apply as set forth in Paragraph **D.1.c.**

- G. For the purposes of the coverage provided by this endorsement, the following definitions are added to the **Definitions** Section:

1. "Administration" means:
  - a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
  - b. Handling records in connection with the "employee benefit program"; or
  - c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.
3. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.
4. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
  - a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
  - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
  - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BROAD FORM NAMED INSURED - DESIGNATED ENDORSEMENT**

This Endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

It is hereby agreed that Item 1. of the Declarations is amended to include the following entity as a Named Insured:

And all subsidiary corporations and all affiliated or subsidiary companies now existing or hereinafter acquired or formed and any other legal entity in which you have more than fifty percent (50%) ownership or over which you exercise management or financial control and all partnerships in which the named insured or its subsidiaries have more than fifty percent (50%) ownership interest.

The person or organization first named in Item 1 of the Declarations, by acceptance of this policy, is authorized to act and agrees to act on behalf of all persons or organizations insured under the policy with respect to all matters pertaining to the insurance afforded by the policy, including the giving or receipt of notice of cancellation, the payment of premiums and deductibles, and the receiving of return premiums, if any.

Nothing in this endorsement shall be construed to affect any of our rights to amend the policy premium during the policy period upon the acquisition of a new subsidiary or other entity by the Named Insured. The first Named Insured shall report to us, as soon as practicable, any acquisitions, dissolution, mergers or ownership changes that occur at any time throughout the policy period.

All other terms and conditions of this policy remain unchanged.

Endorsement Effective Date:

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONTRACTORS GENERAL LIABILITY ENDORSEMENT**

This endorsement changes coverage under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

1. The second paragraph following Exclusion **2. j. (6)** is deleted and replaced by the following

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by "specific perils") to premises including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – LIMITS OF INSURANCE**.

2. The last paragraph of **2.Exclusions** under **SECTION I COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted and replaced with the following paragraph as follows:

Exclusions c. through n. do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

3. Paragraph **1.b.** under **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is deleted and replaced by the following:

The 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.

4. Paragraph **1.b** of **COVERAGE C MEDICAL PAYMENTS** is deleted in it's entirely.

5. The following is added to paragraph **2** of **SECTION II – WHO IS AN INSURED**.

**e.** Your subsidiaries will be considered Named Insureds if shown as a Named Insured in the Declarations or, if not shown as a Named Insured in the Declarations:

- (1) Such entity has been incorporated or organized prior to the effective date of this policy, under the laws of the United States of America (including any state thereof), its territories or possessions or Canada (including any province thereof): and
- (2) You currently own an interest in such entity of more than 50%.

6. Paragraph **3.a.** of **SECTION II – WHO IS AN INSURED** is deleted and replaced by the following:

**a.** Coverage under this provision is afforded only until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier;

7. The last paragraph of **SECTION II – WHO IS AN INSURED** is deleted and replaced by the following paragraphs:
  4. With respect to the “product-completed operations hazard” only, you are an insured for your “bodily injury” and “property damage” liability arising out of a terminated partnership or joint venture. Coverage is excess over any available liability insurance purchased specifically to insure the partnership or joint venture. The insurance provided by this provision will not inure to the benefit of any party except you.

However no person or organization is an insured with respect to the conduct of any:

    - a. Current or past partnership or joint venture, except as provided in 4. above, that is not shown as a Named Insured in the Declarations; or
    - b. Current or past limited liability company that is not shown as a Named Insured in the Declarations.
8. Paragraph 6. of **SECTION III-LIMITS OF INSURANCE** is deleted and replaced with the following:
  6. Subject to 5. above, the Damage to Premises Rented To You Limit is the most we will pay under Coverage A for damages because of “property damage” to any one premises, while rented to you, or in the case of damage by “specific perils”, while rented to you or temporarily occupied by you with permission of the owner.
9. Paragraph **b. (1) (a) (ii)** of item 4. **Other Insurance** under **SECTION – IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted and replaced with the following:
  - (ii) That is property insurance for premises rented to you or temporarily occupied by you with permission of the owner;
10. The following is added to paragraph **b – Excess Insurance** of 4. **Other Insurance** under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:
  - (5) Any other insurance that is or was purchased to insure:
    - (a) Your participation in a partnership or joint venture which terminated or ended prior to the effective date of this policy; or
    - (b) A subsidiary not shown as a Named Insured to the extent such subsidiary is an insured as described in paragraph 2.e. of **SECTION II – WHO IS AN INSURED**.
11. Item **a. “Insured Contract”** of 9. under **SECTION V – DEFINITIONS** is deleted and replaced with the following:
  - a. A contract for a lease of premises. However that portion of the contract for a lease of premises that indemnifies any person or organization for damage by “specific perils” to premises while rented to you or temporarily occupied by you with the permission of the owner is not an “insured contract”;
12. Item **a. (1)** of 22. “Your work” under **SECTION V – DEFINITIONS** is deleted and replaced with the following:
  - (1) Work or operations performed by you or on your behalf, but does not include work or operations performed by another entity who joined with you in a partnership or joint venture

not shown as a Named Insured in the Declarations, which terminated or ended prior to the effective date of this policy; and

13. The following are added to **SECTION V – DEFINITIONS:**

**23.** “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;

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ANTI STACKING ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
EMPLOYEE BENEFITS LIABILITY COVERAGE  
LIQUOR LIABILITY COVERAGE FORM  
STOP GAP - EMPLOYERS LIABILITY COVERAGE ENDORSEMENT**

Under **SECTION IV- COMMERCIAL GENERAL LIABILITY CONDITIONS** and **SECTION IV- LIQUOR LIABILITY CONDITIONS**, the following condition is added:

**Two Or More Coverage Forms Or Policies Issued By Us**

If any "occurrence" or offense covered under this policy is also covered in whole or in part under any other coverage form or policy issued to you by us (or by any of our related or affiliated companies) including but not limited to prior policies issued to you by us, (or by any of our related or affiliated companies), the most that will be paid under all such coverage forms and policies covering the "occurrence" or offense is the single highest applicable limit of liability of one of the policies which cover the "occurrence" or offense. This provision does not apply to policies written by us (or by any of our related or affiliated companies) as insurance that specifically applies in excess of this insurance.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EMPLOYEE BENEFITS LIABILITY, STOP GAP LIABILITY AND LIQUOR LIABILITY  
DEDUCTIBLE LIABILITY COVERAGE FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**EMPLOYEE BENEFITS LIABILITY COVERAGE  
LIQUOR LIABILITY COVERAGE FORM  
STOP GAP - EMPLOYERS LIABILITY COVERAGE ENDORSEMENT**

It is agreed that Deductible Liability Coverage Form (s) is amended to add the following:

**SCHEDULE**

Coverage	Amount and Basis of Deductible
Employee Benefit Liability	\$ Each Employee
Stop Gap Liability – “Bodily Injury By Accident”	\$ Each Accident
Stop Gap Liability – “Bodily Injury By Disease”	\$ Each Employee
Liquor Liability	\$ Each Common Cause

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**GARAGE OPERATIONS EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

1. The following exclusion is added to Paragraph **2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to “garage operations”.

2. Under **SECTION V – DEFINITIONS**, the following definition is added:

“Garage operations” means the ownership, maintenance or use of locations for garage business and that portion of the roads or other accesses that adjoin these locations. “Garage operations” includes the ownership, maintenance or use of any “auto”. “Garage operations” also include all operations necessary or incidental to a garage business.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PREMIUM COMPUTATION ENDORSEMENT**

This endorsement applies to the lines of business indicated below:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
EMPLOYEE BENEFITS LIABILITY COVERAGE  
LIQUOR LIABILITY COVERAGE FORM  
STOP GAP - EMPLOYERS LIABILITY COVERAGE ENDORSEMENT**

Your Premium will be calculated as follows:

1. Audit Period:            through

Annual         Semi-Annual         Monthly         Other

Deposit Premium \$

2.     The deposit premium set forth above is adjustable, and is only an estimated premium for the Audit Period shown in 1. above. The final earned premium for the Audit Period will be determined as specified in Condition **5. Premium Audit** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** and Condition **5. Premium Audit** of **SECTION IV – LIQUOR LIABILITY CONDITIONS**. The Audit Premium will be computed by applying the Composite Rate(s) against the Audited Exposure and Exposure Reporting Basis listed in the Premium Adjustment Table below. Such rates are prior to any applicable taxes, licenses or fees.

3.     Premium Adjustment Table

LOB	Class Code	Class Description	Estimated Exposure	Exposure Reporting Basis	Composite Rate	Estimated Premium

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**SELF INSURED RETENTION - SCHEDULE AMENDMENT - LIQUOR LIABILITY AND STOP GAP LIABILITY**

This endorsement modifies insurance provided under the following:

**LIQUOR LIABILITY COVERAGE FORM**  
**STOP GAP - EMPLOYERS LIABILITY COVERAGE ENDORSEMENT**

It is agreed that Self Insured Retention Endorsement Coverage Form is amended by the addition of the following:

**SCHEDULE**

<b>Coverage</b>	<b>Amount and Basis of Self Insured Retention</b>
Liquor Liability	\$ Each Common Cause
Stop Gap Liability – “Bodily Injury By Accident”	\$ Each Accident
Stop Gap Liability – “Bodily Injury By Disease”	\$ Each Employee

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BROAD FORM NAMED INSURED ENDORSEMENT**

This Endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The Named Insured includes all subsidiaries, affiliated, associated, controlled or allied companies, corporations, or firms now or hereafter constituted in which there is common ownership of more than fifty percent (50%) and for which similar coverage is not separately provided.

The person or organization first named in Item 1 of the Declarations, by acceptance of this policy, is authorized to act and agrees to act on behalf of all persons or organizations insured under the policy with respect to all matters pertaining to the insurance afforded by the policy, including the giving or receipt of notice of cancellation, the payment of premiums and deductibles, and the receiving of return premiums, if any.

Nothing in this endorsement shall be construed to affect any of our rights to amend the policy premium during the policy period upon the acquisition of a new subsidiary or other entity by the Named Insured. The first Named Insured shall report to us, as soon as practicable, any acquisitions, dissolution, mergers or ownership changes that occur at any time throughout the policy period.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**COMMERCIAL GENERAL LIABILITY SELF INSURED RETENTION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
 PRODUCTS AND COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
 LIQUOR LIABILITY COVERAGE FORM**

**Schedule**

The Self Insured Retention applies on a combined basis to all coverages indicated by an "X" in the table below, except for such coverages (if any) for which a separate Self Insured Retention is shown below.

**Self Insured Retention Amount**

Indicate below	Coverage	Self Insured Retention Amount	Per Occurrence	Per Claim
	All Coverages*	\$		
	Bodily Injury Liability and Property Damage Liability*	\$		
	Bodily Injury Liability and Property Damage Liability* - Other than Products - Completed Operations	\$		
	Bodily Injury Liability and Property Damage Liability* - Products - Completed Operations	\$		
	Personal and Advertising Injury	\$	Each Person or Organization	
	Employee Benefits Liability	\$	Each Employee	
	Liquor Liability	\$	Per Common Cause	Per Claim
	Other	\$		
	Other	\$		

**Self Insured Retention Aggregate: \$**

\*Medical Payments:      Included      Excluded

**A. SELF INSURED RETENTION**

Our obligation to pay damages, costs, expenses, benefits, or medical payments, applies only to the amount in excess of any Self Insured Retention amounts shown in the Schedule above to which this policy would otherwise apply, subject to the Limit of Insurance as shown in the Declarations of this policy.

**B. SELF INSURED RETENTION AGGREGATE** (this provision applies only if an amount is shown as the **Self Insured Retention Aggregate** in the Schedule above)

Subject to the applicable Limit of Insurance and related policy provisions, we will pay for all damages, costs, expenses, benefits, or medical payments payable under the policy without reduction by the Self Insured Retention when, as a result of the application of the Self Insured Retention to damages, costs, expenses, benefits, or medical payments payable under the policy, the sum of all Self Insured Retentions paid by you exceeds the amount shown in the Schedule as the Self Insured Retention Aggregate.

If the policy period is longer than one year, the Self Insured Retention Aggregate amount applies separately to each policy year. Each policy year begins with the inception or anniversary date of the policy and ends at the earlier of the next anniversary date or the expiration of the policy.

The Self Insured Retention Aggregate amount shown above is not subject to adjustment unless a basis of adjustment is shown below.

The Self Insured Retention Aggregate is adjustable at the rate of \_\_\_\_\_ per \_\_\_\_\_ however the minimum amount of the Self Insured Retention Aggregate will be no less than the Self Insured Retention Aggregate amount shown in the Schedule above.

The adjustment basis is \_\_\_\_\_ and is estimated at the inception of this policy as the amount of \_\_\_\_\_.

**C. NOTIFICATION**

In the event of any "occurrence", offense, "injury", claim, or "suit" which have or may result in payments within the Self Insured Retention amount or the Limits of Insurance:

1. You must notify us in writing as soon as practicable but not later than 60 days after you receive notice of any "occurrence", offense, "injury", claim, or "suit" involving:
  - a. a fatality;
  - b. dismemberment or amputation;
  - c. paraplegia or quadriplegia;
  - d. loss or impairment of eyesight or hearing;
  - e. any "occurrence", offense, "injury", claim, or "suit" in which your reasonable judgment, taking into account past or anticipated "Allocated Adjustment Expenses" in connection with the "occurrence", offense, "injury", claim, or "suit", may result in payments equal to or exceeding \$ \_\_\_\_\_ of the Self Insured Retention;
  - f. brain injuries;
  - g. burns;
  - h. any claim in which a "suit" has been filed; or
  - i. Other:

2. On a \_\_\_\_\_ basis, you or your claim adjusting representative must provide us with a written summary of all "occurrences", offenses, "injuries", claims or "suits" which have or may result in payments within the Self Insured Retention. This written summary must show:
  - a. the date of the "occurrence", offense, or "injury";
  - b. the name(s) of the injured person(s) or identification of the damaged property,
  - c. a description of the injury or damage, and
  - d. the amount paid or set aside as a reserve, including "Allocated Loss Adjustment Expenses", resulting from the "occurrence", offense, "injury", claim or "suit".

We reserve the right to audit and review the claim handling by you or the claim adjusting provider at any time, and to verify that procedures, documentation and all other reasonable requirements are met.

3. You shall be responsible for the investigation, defense and settlement of any claim or "suit" for damages within the Self Insured Retention, and for the payment of "Allocated Loss Adjustment Expenses" according to the option selected below. We may, however, at our sole discretion, assume control of the defense or settlement of such claim or "suit". You will continue to be responsible for the payment of the Self Insured Retention.
4. We shall only be responsible for damages, costs, expenses, benefits, or medical payments covered under the policy up to the Limits of Insurance in excess of the Self Insured Retention stated in the Schedule, whether or not such Self Insured Retention is recoverable or collectable.
5. If other insurance, whether or not recoverable or collectible, is available to you which is applicable to any "occurrence", offense, "injury", claim or "suit" within the Self Insured Retention, you shall continue to be responsible for the Self Insured Retention stated in the Schedule.

#### **D. ALLOCATED LOSS ADJUSTMENT EXPENSES**

You must pay "Allocated Loss Adjustment Expenses" or reimburse us for "Allocated Loss Adjustment Expenses" incurred by us as part of Supplementary Payments in defending a claim or "suit" as indicated by below:

1. Option I - "Allocated Loss Adjustment Expenses" Are Included In The Self Insured Retention Shown In The Schedule. You must pay all "Allocated Loss Adjustment Expenses" attributed to all damages, costs, expenses, benefits, medical payments payable under the policy within the Self Insured Retention. However, your combined payment for "Allocated Loss Adjustment Expenses" and damages, costs, expenses, benefits, and medical payments shall not exceed the Self Insured Retention shown in the Schedule.
2. Option II - "Allocated Loss Adjustment Expenses" Are Payable In Addition To The Self Insured Retention Shown In The Schedule On A Shared Basis. The portion of "Allocated Loss Adjustment Expenses" that you must pay will be calculated by dividing the smaller of the Self Insured Retention shown in the Schedule or the damages, costs, expenses, benefits, and medical payments we pay by the damages, costs, expenses, benefits, and medical payments we pay. If we pay no damages, costs, expenses, benefits, and medical payment, you must reimburse us for all "Allocated Loss Adjustment Expenses" up to the Self Insured Retention shown in the Schedule and \_\_\_\_\_% (if no amount is shown, 50% will apply) of all remaining "Allocated Loss Adjustment Expenses". Your payment for damages,

costs, expenses, benefits, medical payments and "Allocated Loss Adjustment Expenses" under this option may exceed the Self Insured Retention shown in the Schedule.

3. Option III - "Allocated Loss Adjustment Expenses" Are Payable In Addition To The Self Insured Retention Shown In The Schedule And Are Your Full Responsibility. You must pay all "Allocated Loss Adjustment Expenses" attributed to all damages, costs, expenses, benefits, and medical payments payable under the policy by us and such payment shall not reduce the Self Insured Retention. Your payment for "Allocated Loss Adjustment Expenses" may exceed the Self Insured Retention shown in the Schedule.

Your obligation to pay "Allocated Loss Adjustment Expense" applies separately to each "occurrence", claim, "employee", common cause or person or organization.

"Allocated Loss Adjustment Expenses" means such claim adjustment expenses directly allocated by us to a particular claim. Such expenses shall include, but not be limited to, attorney's fees for claims in suit; court costs; pre- and post judgment interest; undercover operatives and detective services; employing experts; medical examination, medical cost containment expenses, laboratory, x-ray, and autopsy; stenographic, witnesses, summons, and copies of documents and transcripts; or expenses reasonably chargeable to the investigation, negotiation, settlement or defense of any claim or "suit" against you or for the protection and perfection of your or our subrogation rights.

"Allocated Loss Adjustment Expenses" does not include our general overhead, the salary and benefits of any our "employees", nor the fees of any attorney who is our "employee" or under our permanent retainer; nor the fees of any attorney we retain to provide counsel to us about our obligations, if any, under any policy issued by us with respect to a claim or "suit" against you.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMENDED DUTIES IN THE EVENT OF INJURY, CLAIM OR SUIT AND REPRESENTATIONS CONDITIONS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**LIQUOR LIABILITY COVERAGE FORM**

Under **SECTION IV – LIQUOR LIABILITY CONDITIONS**, Condition **2. Duties in the Event of Injury, Claim or Suit** is amended by the addition of the following paragraphs:

- e. It is agreed that where you report an "injury" to an insurer providing other than Liquor Liability insurance, which later develops into a Liquor Liability claim covered under this policy, failure to report such "injury" to us at the time of the "injury" shall not be deemed in violation of these conditions. However, you shall give immediate notification of the "injury" to us, as soon as it is reasonably possible that the "injury" is a Liquor Liability claim.
- f. It is agreed that knowledge of an "injury" by any of your agents, servants or "employees" shall not constitute knowledge by you unless one of your "executive officers" or anyone responsible for administering your insurance program has received such notice from the agent, servant or "employee".

Under **SECTION IV – LIQUOR LIABILITY CONDITIONS**, Condition **6. Representations** is amended by the addition of the following paragraph:

- d. Your failure to disclose all hazards existing as of the inception date of the policy shall not prejudice you with respect to the coverage afforded by this policy, provided such failure or omission is not intentional or grossly negligent.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us**, is amended by the addition of the following:

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovered funds obtained by any injured employee.

All other terms and conditions of the Policy remain unchanged

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EARLY NOTICE OF CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
TRUCKERS COVERAGE FORM  
GARAGE COVERAGE FORM**

**Common Policy Conditions, A. Cancellation, 2.** is amended to read:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. ( ) days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. ( ) days before the effective date of cancellation if we cancel for any other reason.

All other terms and conditions of the Policy remain the same.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**STATED AMOUNT INSURANCE**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM**
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM**
- GARAGE COVERAGE FORM**
- MOTOR CARRIER COVERAGE FORM**
- TRUCKERS COVERAGE FORM**

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated

Endorsement Effective:
Named Insured:

**SCHEDULE**

The insurance provided by this endorsement is reduced by the following deductible(s):				
Vehicle Number	Coverage	Limit of Insurance		Premium
		\$	Less \$ Deductible	
		\$	Less \$ Deductible	
		\$	Less \$ Deductible	
		\$	Less \$ Deductible	
		Total Premium		

**Note**

The amount shown in the Schedule or in the Declarations is not necessarily the amount you will receive at the time of "loss" for the described property. Please refer to the Limit of Insurance and Deductible Provision which follows.

Designation or Description Of Covered "Autos"		
Vehicle Number	Model Year	Trade Name And Model

- A.** This endorsement provides only those coverages where a premium is shown in the Schedule. Each of these coverages applies only to the vehicles shown as covered "autos".
- B.** For a covered "auto" described in the Schedule, the Physical Damage Coverage **Limit Of Insurance** is replaced by the following: **Limit Of Insurance And Deductible**
  - 1.** The most we will pay for "loss" in any one accident" is the least of the following amounts minus any applicable deductible shown in the Schedule:

- a.** The cost of repairing or replacing the damaged or stolen property with property of like kind and quality; or
  - b.** The amount shown in the Schedule.
- 2.** If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

**C. Deductible**

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations or Schedule. Any Comprehensive Coverage Deductible shown in the Declarations or Schedule does not apply to "loss" caused by fire or lightning.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED ENTITY EXCLUSION ENDORSEMENT**

This Endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM**

It is agreed that any insurance provided under the following DESIGNATED ENTITY: \_\_\_\_\_ COVERAGE FORM does not apply to the

DESIGNATED ENTITY:

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**GARAGE OPERATIONS EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

1. Under **SECTION II - LIABILITY COVERAGE, B. EXCLUSIONS** is amended by the addition of the following exclusion:

This insurance does not apply to "garage operations".

2. Under **SECTION V- DEFINITIONS** is amended by the addition of the following definition:

"Garage operations" means the ownership, maintenance or use of locations for garage business and that portion of the roads or other accesses that adjoin these locations. "Garage operations" includes the ownership, maintenance or use of any "auto" indicated in a Garage Coverage Form or policy as covered "autos". "Garage operations" also include all operations necessary or incidental to a garage business.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PREMIUM COMPUTATION ENDORSEMENT**

This Endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM: SECTION II - LIABILITY COVERAGE**  
**GARAGE COVERAGE FORM: SECTION II - LIABILITY COVERAGE**

Your premium will be computed as follows:

1. Audit Period:            through

Annual         Semi-Annual         Monthly         Other

Deposit Premium: \$

2. The deposit premium set forth above is adjustable, and is only an estimated premium for the Audit Period shown in 1. above. The final premium will be developed after the Audit Period by taking the number of "power units" at the beginning of the Audit Period, adding the number of "power units" determined at the time of Audit and dividing by two to get an average number of "power units". The average number of "power units" will then be applied against the Composite Rate(s) listed in the Premium Adjustment Table below. Such rates are prior to any applicable taxes, licenses or fees.

If **BUSINESS AUTO COVERAGE FORM: SECTION II – LIABILITY COVERAGE** or **GARAGE COVERAGE FORM: SECTION II – LIABILITY COVERAGE** is applicable, you will not be required to report replacement "power units" or newly acquired "power units" within 30 days to us. Premium adjustments for these "power units" will be calculated as described in the preceding paragraph.

For the purposes of this endorsement, "power units" means any self propelled vehicle covered under the **BUSINESS AUTO COVERAGE FORM – LIABILITY COVERAGE** or **GARAGE COVERAGE FORM – LIABILITY COVERAGE** if applicable. This does not include vehicles defined as "mobile equipment" under the Commercial General Liability Coverage Form.

**3. Premium Adjustment Table**

LOB	Class Code	Class Description	Estimated Exposure	Exposure Reporting Basis	Composite Rate	Estimated Premium

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LIMITED MEXICO COVERAGE ENDORSEMENT**

This Endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM**
- BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM**
- GARAGE COVERAGE FORM**
- MOTOR CARRIER COVERAGE FORM**
- TRUCKERS COVERAGE FORM**

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

**WARNING**

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY – **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES **NOT** APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 50 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

**SCHEDULE**

Mexico Coverage	\$: Premium
-----------------	-------------

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. Coverage**

1. Paragraph 7. **Policy Period, Coverage Territory** of the **General Conditions** is amended by the addition of the following:  
  
The coverage territory is extended to include Mexico but only for:
  - a. "Accidents" or "losses" occurring within 50 miles of the United States border;  
and
  - b. Trips into Mexico of 10 days or less.
  
2. The **Other Insurance** Condition in the Business Auto, Business Auto Physical Damage and Garage Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Truckers and Motor Carrier Coverage Forms is replaced by the following:

The insurance provided by this endorsement will be excess over any other collectible insurance.

**B. Physical Damage Coverage** is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

**C. Additional Exclusions**

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.
2. To any "insured" who is not a resident of the United States.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

00 CA0086 00 06 08

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BROAD FORM NAMED INSURED - DESIGNATED ENDORSEMENT**

This Endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM**

It is hereby agreed that Item 1. of the Declarations is amended to include the following entity as a Named Insured:

And all subsidiary corporations and all affiliated or subsidiary companies now existing or hereinafter acquired or formed and any other legal entity in which you have more than fifty percent (50%) ownership or over which you exercise management or financial control and all partnerships in which the named insured or its subsidiaries have more than fifty percent (50%) ownership interest.

The person or organization first named in Item 1 of the Declarations, by acceptance of this policy, is authorized to act and agrees to act on behalf of all persons or organizations insured under the policy with respect to all matters pertaining to the insurance afforded by the policy, including the giving or receipt of notice of cancellation, the payment of premiums and deductibles, and the receiving of return premiums, if any.

Nothing in this endorsement shall be construed to affect any of our rights to amend the policy premium during the policy period upon the acquisition of a new subsidiary or other entity by the Named Insured. The first Named Insured shall report to us, as soon as practicable, any acquisitions, dissolution, mergers or ownership changes that occur at any time throughout the policy period.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this policy unless otherwise stated herein.

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BROAD FORM NAMED INSURED ENDORSEMENT**

This Endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM**

The Named Insured includes all subsidiaries, affiliated, associated, controlled or allied companies, corporations, or firms now or hereafter constituted in which there is common ownership of more than fifty percent (50%) and for which similar coverage is not separately provided.

The person or organization first named in Item 1 of the Declarations, by acceptance of this policy, is authorized to act and agrees to act on behalf of all persons or organizations insured under the policy with respect to all matters pertaining to the insurance afforded by the policy, including the giving or receipt of notice of cancellation, the payment of premiums and deductibles, and the receiving of return premiums, if any.

Nothing in this endorsement shall be construed to affect any of our rights to amend the policy premium during the policy period upon the acquisition of a new subsidiary or other entity by the Named Insured. The first Named Insured shall report to us, as soon as practicable, any acquisitions, dissolution, mergers or ownership changes that occur at any time throughout the policy period.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ANTI STACKING ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM**

Under **SECTION IV- BUSINESS AUTO CONDITIONS, SECTION V- GARAGE CONDITIONS, SECTION V- TRUCKERS CONDITIONS** and **SECTION V- MOTOR CARRIER CONDITIONS**, Condition **B. 8.** is deleted and replaced by the following:

**8. Two Or More Coverage Forms Or Policies Issued By Us**

If any "accident" or "loss" covered under this policy is also covered in whole or in part under any other coverage form or policy issued to you by us (or by any of our related or affiliated companies) including but not limited to prior policies issued to you by us, (or by any of our related or affiliated companies), the most that will be paid under all such coverage forms and policies covering the "accident" or "loss" is the single highest applicable limit of liability of one of the policies which cover the "accident" or "loss". This provision does not apply to policies written by us (or by any of our related or affiliated companies) as insurance that specifically applies in excess of this insurance.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**BODILY INJURY OR PROPERTY DAMAGE EXPECTED OR INTENDED  
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM**

Under **SECTION II – LIABILITY COVERAGE**, Exclusion **B.1. Expected Or Intended Injury** is deleted and replaced by the following:

**1. Expected Or Intended Injury**

“Bodily injury” or “property damage” expected or intended from the standpoint of the “insured”. This Exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PHYSICAL DAMAGE TO PROPERTY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

Under **SECTION V - DEFINITIONS**, Definition 7. "Physical damage to property" is deleted and replaced by the following definition:

"Physical damage to property" means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations, with respects to the operations described in the Declarations.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ALL PROFESSIONAL SERVICES EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

The following exclusion is added to Paragraph 2. **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions** of **Section I – Coverage B – Physical Damage To Property**:

This insurance does not apply to any claim, "suit", demand or loss that alleges "bodily injury", "property damage", or "physical damage to property" that in any way, in whole or in part, arises out of, relates to or results from the rendering of or failure to render any professional service.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:

Named Insured:

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date:



**Item 3. Description of Operations:**

**Item 4. Location of Operations:**

**Item 5. Classification & Premium:**

	Premium Base Contract Cost	Rate	Advance Premium
Classification Code No.	\$	\$	\$
Taxes, Surcharges and other Assessments, if applicable:			\$
Premium Attributable to Terrorism Risk Insurance:			\$
Included In Policy Premium <input type="checkbox"/>			
In Addition To Policy Premium <input type="checkbox"/>			
	Total Premium:		\$
Premium shown is payable:	At Inception:		\$
	At Each Anniversary:		\$

(If Policy Period is more than one year and premium is paid in annual installment)

**Item 6. Forms & Endorsements attached:** See Schedule of Forms and Endorsements Form 00 ML0012 00 01 03

**THESE DECLARATIONS, TOGETHER WITH RAILROAD PROTECTIVE LIABILITY POLICY PROVISIONS, AND ADDITIONAL DECLARATIONS AMENDMENTS AND ENDORSEMENTS, IF ANY, ARE ISSUED AS PART OF, AND IN COMPLETION OF THE ABOVE NUMBERED POLICY.**

*SERFF Tracking Number:* WESA-125728647      *State:* Arkansas  
*Filing Company:* Arch Insurance Company      *State Tracking Number:* #29853 \$50  
*Company Tracking Number:* ARCH-08-155  
*TOI:* 35.0 Interline Filings      *Sub-TOI:* 35.0002 Commercial Interline Filings  
*Product Name:* Multiple Line Form Filing  
*Project Name/Number:* Submission of Multiple Line Form Filing /ARCH-08-155

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: WESA-125728647 State: Arkansas  
Filing Company: Arch Insurance Company State Tracking Number: #29853 \$50  
Company Tracking Number: ARCH-08-155  
TOI: 35.0 Interline Filings Sub-TOI: 35.0002 Commercial Interline Filings  
Product Name: Multiple Line Form Filing  
Project Name/Number: Submission of Multiple Line Form Filing /ARCH-08-155

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty **Review Status:** Approved 07/16/2008

**Comments:**

**Attachment:**

NAIC 01-06 AR.pdf

**Satisfied -Name:** Letter of Authorization **Review Status:** Approved 07/16/2008

**Comments:**

Attached is the letter of authorization

**Attachment:**

2008 Use this Letter.pdf

**Satisfied -Name:** Cover Letter **Review Status:** Approved 07/16/2008

**Comments:**

ARCH-08-155 - Cover Letter

**Attachment:**

Cover Letter rep template.pdf

**Satisfied -Name:** Forms Listing **Review Status:** Approved 07/16/2008

**Comments:**

Attached is the forms listing for this filing

**Attachment:**

New Form Filing GL and CA 070108 CW Listing.pdf

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

AR \_\_\_\_\_

**1. Reserved for Insurance Dept. Use Only**

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**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	

<b>3. Group Name</b>	<b>Group NAIC #</b>
Arch Insurance Services	1279

4. Company Name(s)	Domicile	NAIC #	FEIN #
Arch Insurance Company	MO	11150	43-0990710

<b>5. Company Tracking Number</b>	ARCH-08-155
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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
	Wesley Pohler	AVP, Westmont Associates, Inc.	(856) 216-0220	(856) 216-0303	wes@westmontlaw.com
	25 Chestnut Street, Suite 105 Haddonfield, NJ 08033				
7.	Signature of authorized filer		<b>Wesley Pohler</b>		
8.	Please print name of authorized filer		Wesley Pohler		

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

9.	Type of Insurance (TOI),	Please select from the drop down list. 35.0 Interline		
10.	Sub-Type of Insurance (Sub-TOI)	35.0002 Commercial Interline Filing		
11.	State Specific Product code(s) (if applicable) [See State Specific Requirements]	None		
12.	Company Program Title (marketing title)	Multiple Line Form Filing		
13.	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other: _____		
14.	Effective Date(s) Requested	New	Upon Earliest Approval	Renewal: Upon Earliest Approval
15.	Reference Filing?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
16.	Reference Organization (if applicable)	n/a		
17.	Reference Organization # & Title	n/a		
18.	Company's Date of Filing	7/10/08		
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved		

## Property & Casualty Transmittal Document ---

20.	<b>This filing transmittal is part of Company Tracking #</b>	ARCH-08-155
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21.	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Submission of Multiple Line Form Filing

22.	<b>Filing Fees</b> (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]
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**Check #:** 29853

**Amount:** \$50.00

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

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

### FORM FILING SCHEDULE

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

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	ARCH-08-155			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> <small>(Company tracking number of rate/rule filing, if applicable)</small>	n/a			
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	See attached		<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

www.archinsurance.com



One Liberty Plaza  
53rd Floor  
New York, NY 10006

T 212.651.6500  
F 212.651.6499

January 1, 2008

Arch Insurance Company  
NAIC: #11150  
Letter of Authorization  
Filing of Forms, Rates and Rules

Dear Sir or Madame:

In accordance with the applicable statutes and regulations in your state, Wesley Pohler and Westmont Associates are hereby authorized to file form, rate and rate filings on behalf of Arch Insurance Company.

Very truly yours,



Carol Kennedy  
Vice President & Director of Compliance



July 9, 2008

The Department of Insurance  
Property and Casualty Division  
Forms and Rates Review

**RE: Arch Insurance Company NAIC# 11150 FEIN 43-0990710  
Multiple Line Forms Submission  
Company Filing Number: ARCH-08-155  
Effective Date: Upon Earliest Possible Approval and/or Acknowledgement**

To Whom It May Concern:

Enclosed please find Arch Insurance Company's (Arch) multiple line form filing. A letter permitting Westmont Associates, Inc. to submit this filing on Arch's behalf is enclosed.

The Company is filing the enclosed forms to be used by various business divisions for use with their currently approved Commercial Automobile and General Liability programs. Please note that all of the forms enclosed in this filing are new with the exception of the General Liability Self Insured Retention endorsement 00 GL0484 00 06 08. This form replaces all previous versions of the CGL Self Insured Retention forms currently on file and approved by your jurisdiction. Please refer to the attached endorsements and forms listing for further information.

Please be advised that there is no rating impact associated with the submission of the enclosed endorsements.

Your approval or acknowledgement otherwise of this submission is respectfully requested. Thank you for your attention to this matter.

Respectfully submitted,

***Wesley Pohler***

Wesley Pohler

AVP

[wes@westmontlaw.com](mailto:wes@westmontlaw.com)

Enc.

Cc: T. Leddy  
C. Kennedy

**ARCH-08-155 FORM FILING JULY 2008**

Form Number	Form Title	Form Usage Explanation
00 ML0077 00 06 08	DIFFERENCE IN COVERAGE AND LIMITS ENDORSEMENT	Form to be used with General Liability or Commercial Auto policies. Provides traditional DIC coverage except does not indemnify for "other policy" deductibles.
00 ML0078 00 06 08	DIFFERENCE IN COVERAGE AND LIMITS ENDORSEMENT (INCLUDING DEDUCTIBLE DIFFERENCE)	Form to be used with General Liability or Commercial Auto policies. Provides traditional DIC coverage but does indemnify for "other policy" deductibles.
00 GL0469 00 06 08	AMENDED DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT AND REPRESENTATIONS CONDITIONS ENDORSEMENT	Form to be used with CGL policies. Endorsement amends the claim reporting conditions by modifying the injury reporting requirement and provides injury knowledge and increased hazard disclosure limited waiver.
00 GL0470 00 06 08	ATHLETIC MEDICAL PAYMENTS ENDORSEMENT	Form to be used with General Liability policies. Endorsement deletes the Athletic Activities exclusion under Medical Payments Coverage.
00 GL0471 00 06 08	EMPLOYEE BENEFITS LIABILITY COVERAGE	Form to be used with General Liability policies. Amends the standard ISO Employee benefits form to recognize the use of a self insured retention instead of a deductible.
00 GL0472 00 06 08	BROAD FORM NAMED INSURED - DESIGNATED ENDORSEMENT	Form to be used with General Liability policies. Expands the definition of Named Insured to include the Designated Entity named in the endorsement and subsidiaries and associated controlled entities in which the Named Insured has more than 51% ownership.
00 GL0473 00 06 08	CONTRACTORS GENERAL LIABILITY ENDORSEMENT	Form to be used with General Liability policies. This endorsement provides a number of policy modifications to accommodate liability coverage needs of contractors.
00 GL0474 00 06 08	ANTI STACKING ENDORSEMENT	Form to be used with General Liability policies. Form clarifies policy intent that the limits of liability under multiple coverages/policies provided by the same insurance company do not stack and only the highest limit would apply.

**ARCH-08-155 FORM FILING JULY 2008**

00 GL0475 00 06 08	EMPLOYEE BENEFITS LIABILITY, STOP GAP LIABILITY AND LIQUOR LIABILITY DEDUCTIBLE LIABILITY COVERAGE FORM	Form to be used with General Liability policies. Form amends the Deductible Coverage Schedule to add additional coverages that are subject to the policy's deductible.
00 GL0476 00 06 08	GARAGE OPERATIONS EXCLUSION ENDORSEMENT	Form to be used with General Liability policies. Endorsement excludes "garage operations" from the CGL policy.
00 GL0477 00 06 08	PREMIUM COMPUTATION ENDORSEMENT	Form to be used with General Liability policies. Form provides the information for the development of account composite rating when insured elects to have a composite rate on their policy.
00 GL0478 00 06 08	SELF INSURED RETENTION - SCHEDULE AMENDMENT - LIQUOR LIABILITY AND STOP GAP LIABILITY	Form to be used with General Liability policies. Form amends the Self Insured Retention Coverage Schedule to add additional coverages that are subject to the policy's SIR.
00 GL0480 00 06 08	BROAD FORM NAMED INSURED ENDORSEMENT	Form to be used with General Liability policies. Expands the definition of Named Insured to include subsidiaries and associated controlled entities in which the Named Insured has more than 51% ownership.
00 GL0484 00 06 08	COMMERCIAL GENERAL LIABILITY SELF INSURED RETENTION ENDORSEMENT	Form to be used with General Liability policies. This endorsement states that the designated policy coverages are subject to a self insured retention and includes the various available Allocated Loss Adjustment Expense (ALAE) treatment options one of which will be selected by the insured. This endorsement replaces the previously approved SIR endorsements.
00 GL0485 00 06 08	AMENDED DUTIES IN THE EVENT OF INJURY, CLAIM OR SUIT AND REPRESENTATIONS CONDITIONS ENDORSEMENT	Form to be used with Liquor Liability policies. Endorsement amends the claim reporting conditions and provides injury knowledge and increased hazard disclosure limited waiver.

**ARCH-08-155 FORM FILING JULY 2008**

00 CA0080 00 04 08	WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS TO US	Form to be used with Commercial Auto policies. Waives subrogation rights if insured has contractually agreed to do so.
00 CA0081 00 04 08	EARLY NOTICE OF CANCELLATION PROVIDED BY US	Form to be used with Commercial Auto policies. Endorsement amends the number of days to allow for a longer period of notice.
00 CA0082 00 04 08	STATED AMOUNT INSURANCE	Form to be used with Commercial Auto policies. Form is the same as the ISO version except Limit of Insurance provision is broadened providing recovery that is not subject to ACV and adjustment for depreciation and physical condition.
00 CA0083 00 06 08	DESIGNATED ENTITY EXCLUSION ENDORSEMENT	Form to be used with Commercial Auto policies. Endorsement used to exclude designated company/corporation.
00 CA0084 00 06 08	GARAGE OPERATIONS EXCLUSION ENDORSEMENT	Form to be used with Commercial Auto policies. Endorsement excludes "garage operations" from the Business Auto policy.
00 CA0085 00 06 08	PREMIUM COMPUTATION ENDORSEMENT	Form to be used with Commercial Auto policies. Form provides the information for the development of account composite rating when insured elects to have a composite rate on their policy.
00 CA0086 00 06 08	LIMITED MEXICO COVERAGE ENDORSEMENT	Form to be used with Commercial Auto policies. Same as comparable ISO form except expands allowable mileage from 25 to 50 miles.
00 CA0087 00 06 08	BROAD FORM NAMED INSURED - DESIGNATED ENDORSEMENT	Form to be used with Commercial Auto policies. Expands the definition of Named Insured to include the Designated Entity named in the endorsement and subsidiaries and associated controlled entities in which the Named Insured has more than 51% ownership.
00 CA0088 00 06 08	BROAD FORM NAMED INSURED ENDORSEMENT	Form to be used with Commercial Auto policies. Expands the definition of Named Insured to include subsidiaries and associated controlled entities in which the Named Insured has more than 51% ownership.

**ARCH-08-155 FORM FILING JULY 2008**

00 CA0089 00 06 08	ANTI STACKING ENDORSEMENT	Form to be used with Commercial Auto policies. Form clarifies policy intent that the limits of liability under multiple coverages/policies provided by the same insurance company do not stack and only the highest limit would apply.
00 CA0090 00 06 08	BODILY INJURY OR PROPERTY DAMAGE EXPECTED OR INTENDED ENDORSEMENT	Form to be used with Commercial Auto policies. Added exception to exclusion to cover reasonable force to protect persons/property.
00 RRP0004 00 06 08	PHYSICAL DAMAGE TO PROPERTY ENDORSEMENT	This endorsement will be used with the approved <u>ISO Railroad Protective Liability Coverage Form</u> when the definition used for Coverage B needs to be broadened to include all property owned or in care, custody or control of the insured.
00 RRP0017 00 06 08	ALL PROFESSIONAL SERVICES EXCLUSION ENDORSEMENT	This endorsement will be used with the approved <u>ISO Railroad Protective Liability Coverage Form</u> when there is a need to exclude professional services.
05 RRP0012 00 06 08	RAILROAD PROTECTIVE LIABILITY POLICY DECLARATIONS	This Arch Insurance Company Declarations page will be used when Arch writes ISO Railroad Protective Liability Policy using the approved <u>ISO Railroad Protective Liability Coverage Form</u> .