

SERFF Tracking Number: REGU-125749098 State: Arkansas
Filing Company: SPARTA Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: SPARTA-GL-PEST-08
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: National Pest Risk Purchasing Group Program - GL Filing
Project Name/Number: /

Filing at a Glance

Company: SPARTA Insurance Company

Product Name: National Pest Risk Purchasing SERFF Tr Num: REGU-125749098 State: Arkansas

Group Program - GL Filing

TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: EFT \$50

Made/Occurrence

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: SPARTA-GL-PEST-08 State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Edith Roberts

Author: Jeremy Battles

Disposition Date: 08/06/2008

Date Submitted: 07/28/2008

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New):

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 08/06/2008

State Status Changed: 08/06/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

SPARTA Insurance Company (SPARTA), a member of Insurance Services Office (ISO), is filing independent General Liability forms for its new National Pest Risk Purchasing Group Program. The corresponding rates and rules have been submitted separately, as required.

National Purchasing Group for Pest Control Operators, Inc. (NPGPCO) is a Florida domiciled Risk Purchasing Group. All members are pest control operators. This program is designed to provide Commercial General Liability coverage to

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the members of National Purchasing Group for Pest Control Operators, Inc.

Attached for your review are the following:

- Explanatory Memo
- Independent Forms

An EFT in the amount \$50.00 has been initiated to cover your state's filing fees.

We ask that this filing become effective for all policies effective upon approval.

Company and Contact

Filing Contact Information

(This filing was made by a third party - insuranceregulatoryconsultantsllc)
 Jeremy Battles, Senior Analyst jeremybattles@ircllc.com
 50 Broad Street (212) 571-3989 [Phone]
 New York, NY 10004

Filing Company Information

SPARTA Insurance Company	CoCode: 20613	State of Domicile: Massachusetts
CityPlace II	Group Code:	Company Type: Stock Company
185 Asylum Street		
Hartford, CT 06103	Group Name: N/A	State ID Number:
(860) 275-6523 ext. [Phone]	FEIN Number: 04-1027270	

Filing Fees

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

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
SPARTA Insurance Company	\$50.00	07/28/2008	21623007

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	08/06/2008	08/06/2008

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Disposition

Disposition Date: 08/06/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Filing Authorization, Explanatory Memo	Approved	Yes
Form	Pesticide or Herbicide Applicators Coverage Endorsement	Approved	Yes
Form	Pesticide or Herbicide Applicators Care, Custody and Control Endorsement	Approved	Yes
Form	Property Damage Extension for Continual Monitoring/Treatment	Approved	Yes
Form	Property Damage Extension For Inspections	Approved	Yes
Form	Property Damage Extension For Treatment/Renewal	Approved	Yes
Form	Pesticide or Herbicide Applicators Materials in Transit Coverage Endorsement	Approved	Yes
Form	Pesticide or Herbicide Applicators Fungi or Bacteria Endorsement	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Pesticide or Herbicide Applicators Coverage Endorsement	GL RPG PEST 01 08 08	08 08	Endorsement/Amendment/Conditions		0.00	GL RPG PEST 01 08 08.pdf
Approved	Pesticide or Herbicide Applicators Care, Custody and Control Endorsement	GL RPG PEST 02 08 08	08 08	Endorsement/Amendment/Conditions		0.00	GL RPG PEST 02 08 08.pdf
Approved	Property Damage Extension for Continual Monitoring/Treatment	GL RPG PEST 03 08 08	08 08	Endorsement/Amendment/Conditions		0.00	GL RPG PEST 03 08 08.pdf
Approved	Property Damage Extension For Inspections	GL RPG PEST 04 08 08	08 08	Endorsement/Amendment/Conditions		0.00	GL RPG PEST 04 08 08.pdf
Approved	Property Damage Extension For Treatment/Renewal	GL RPG PEST 05 08 08	08 08	Endorsement/Amendment/Conditions		0.00	GL RPG PEST 05 08 08.pdf
Approved	Pesticide or Herbicide Applicators Materials in Transit Coverage Endorsement	GL RPG PEST 06 08 08	08 08	Endorsement/Amendment/Conditions		0.00	GL RPG PEST 06 08 08.pdf
Approved	Pesticide or Herbicide Applicators Fungi	GL RPG PEST 07 08 08	08 08	Endorsement/Amendment/Conditions		0.00	GL RPG PEST 07 08 08.pdf

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or Bacteria ons
Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PESTICIDE OR HERBICIDE APPLICATORS COVERAGE ENDORSEMENT

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

- A.** The following subparagraph **(1)(d)(iv)** is added to Exclusion **f.** of Paragraph **2.**, **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I – COVERAGES):**

[However, this subparagraph does not apply to:]

- (iv)** "Bodily injury" or "property damage" arising out of application of "pesticides, herbicides, or other materials", provided that, the operations meet all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government which apply to those operations.

- B.** Subparagraph **(2)** of Exclusion **f.** of Paragraph **2.**, **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I – COVERAGES)** is deleted in its entirety and replaced with the following:

(2) Any loss, cost or expense arising out of any:

- (a)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pesticides, herbicides, or other materials"; or
- (b)** Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pesticides, herbicides, or other materials".

However, paragraphs **(2)(a)** and **(2)(b)** do not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

In addition, paragraphs **(2)(a)** and **(2)(b)** do not apply if:

- (i)** The application of "pesticides, herbicides, or other materials" by or behalf of the insured are made pursuant to Subparagraph **f.(1)(d)(iv)** above, and
- (ii)** There is a request, demand, order or statutory or regulatory requirement, or a claim or "suit" by or on behalf of a governmental authority to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pesticides, herbicides, or other materials", whether or not there is actual "property damage".

- C.** As used in this endorsement, "pesticides, herbicides, or other materials" means pesticides and herbicides and other materials mixed with or used in conjunction with the pesticides and herbicides which are approved for use by the governing, licensing, and regulatory agencies and are commonly used by pest control, lawn, and ornamental operators.

However, if state or local law(s) defines "pesticides, herbicides and other materials" by statute, act or regulation, that definition supersedes the terms used in this endorsement.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PESTICIDE OR HERBICIDE APPLICATORS CARE, CUSTODY AND CONTROL ENDORSEMENT

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

A. Subparagraph j. of Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) 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.

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

Paragraphs (4) and (5) of this exclusion do not apply if "your work" meets all standards of all statutes, ordinances, regulations or license requirements of all federal, state or local governments which apply to those operations.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY DAMAGE EXTENSION FOR CONTINUAL MONITORING/TREATMENT

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

In addition to words and phrases contained in the Commercial General Liability Coverage Form, other words and phrases that appear in quotation marks have special meaning. Refer to Paragraph **D. - ADDITIONAL DEFINITIONS** of this endorsement. For the purposes of the coverage provided by this endorsement; these definitions apply in place of their definitions stated elsewhere in the policy.

The following provisions apply only with respect to Property Damage Extension for Continual Monitoring / Treatment provided by this endorsement.

A. COVERAGE

1. Insuring Agreement

We will pay those sums which the insured becomes legally obligated to pay as damages, because of "property damage" to "real property" caused by the insured's failure to prevent infestation of Subterranean Termites only, as specified in the "Treatment Contract", for such services, and to which this insurance applies.

The amount we will pay as damages is limited as described in paragraph **B.** of this endorsement.

This replaces and is not in addition to any other property damage coverage that might apply under this policy.

2. Exclusions

This insurance does not apply to:

- a. The expense of treatment, retreatment, inspection or re-inspection of any "real property".
- b. Any act, error or omission an insured committed with fraudulent, dishonest, criminal or malicious purpose or intent.
- c. Any "property damage" occurring before the "continual monitoring/treatment" date as shown in your "treatment contract" or after the end of the policy period.
- d. Any "property damage" not caused by Subterranean Termites.
- e. Any spot or partial treatments not in accordance with the "approved system providers" applicable guidelines and procedures.

B. LIMITS OF INSURANCE

This coverage is subject to the Each Occurrence and General Aggregate Limits shown in the Declarations of this policy and is included within, not in addition to, the policy limits.

C. DEDUCTIBLE

The policy deductible also applies to coverage provided by this endorsement. The deductible applies per occurrence.

D. ADDITIONAL DEFINITIONS

For the purposes of the coverage provided by this endorsement, the following definitions are added to the **Definitions** section:

1. "Approved system provider" means the company(ies) and the company's(ies)' systems and products appearing on **Schedule A** of this endorsement.
2. "Continual monitoring/ treatment" means a system of treatment performed by the insured to prevent infestation of Subterranean Termites by utilizing an "approved system provider's" uninterrupted monitoring system of bait stations containing inert devices and baits containing active ingredients as recommended by the "approved system provider".
3. "Treatment Contract" means a written Continual Monitoring / Treatment contract between you and your client, issued and dated by the insured, for "continual monitoring/ treatment". "Treatment Contract" includes the graph or description of "real property".
4. "Physical inspection" means the insured performed a complete and thorough physical inspection of the entire "real property" noting on a graph the areas of present and past infestation of, and present and past damage caused by Subterranean Termites. Said graph must be attached to and maintained with the "Treatment Contract".

5. "Real property" means the permanent structure(s) or building(s) described in the "Treatment Contract" together with materials permanently affixed to said structure(s) or building(s) as described in the "Treatment Contract". "Real Property" includes personal property.

E. For the purposes of coverage provided by this endorsement, the following conditions are added to **Section IV - Commercial General Liability Conditions**. Coverage is effective only if all of the following conditions are met:

1. This insurance applies to "property damage" when:

- a. All of the systems and products used by you in performing the "continual monitoring/treatment" are systems and products of an "approved system provider" listed in **Schedule A** of this endorsement;
- b. Your work in connection with the "continual monitoring/ treatment" must be in accordance with all of the "approved system provider's" most recently published guidelines and procedures that are in effect throughout the course of and for the site on which of the "continual monitoring/treatment" occurs;

There is no coverage for "property damage" after you remove the monitoring stations from the "real property" for any reason other than relocation as part of a "continual monitoring/ treatment"; or cease to monitor the stations placed on the "Real Property" for any reason.

2. You must charge a fee for your services.
3. Nothing in the "Treatment Contract" shall extend or broaden the scope of coverage afforded by this endorsement.

4. You must complete a graph showing the areas of the "real property" which were treated, the areas not treated, the dimensions of the structure(s) or building(s), present and past infestation, and present and past damage. The graph must be attached to the "Treatment Contract".

5. You must maintain the "Treatment Contract" and written, detailed records of any and all work performed by you from the date the "continual monitoring /treatment" started.

We may examine your "treatment contract" and all information regarding the "Continual monitoring/ treatment" and the "Physical inspection" of the "real property" at any time after the date the "continual monitoring /treatment" started.

Failure to maintain such records; including but not limited to the "Treatment Contract", information regarding the "continual monitoring/ treatment" of the "real property", any report required by statute, ordinance or regulation of any federal, state or local government, or other pertinent information regarding the "continual monitoring/treatment" of the "real property"; and/or not make them available to us will result in the denial of coverage for any claim or suit.

6. All contracts must be in writing and signed by you and your client. All work papers must contain the date(s) of all actions taken with respect to the "real property".

7. If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, the coverage provided by this endorsement will be excess over any other insurance, whether primary, excess, contingent or on any other basis.

PROPERTY DAMAGE EXTENSION FOR CONTINUAL MONITORING/TREATMENT

SCHEDULE A

It is agreed that such insurance as is afforded under this endorsement applies to the use of the following "approved system provider's" systems and products:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY DAMAGE EXTENSION FOR INSPECTIONS

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

In addition to words and phrases contained in the Commercial General Liability Coverage Form, other words and phrases that appear in quotation marks have special meaning. Refer to Paragraph **D. - ADDITIONAL DEFINITIONS** of this endorsement. For the purposes of the coverage provided by this endorsement; these definitions apply in place of their definitions stated elsewhere in the policy.

The following provisions apply only with respect to Property Damage Extension for Inspections provided by this endorsement.

A. COVERAGE

1. Insuring Agreement

We will pay those sums which the insured becomes legally obligated to pay as damages because of "property damage", caused by an insured's failure to identify the present or past existence of "wood destroying organisms" in the area(s) the Insured inspected on the date the Insured inspected the "real property" or "property damage" existing prior to the inspection, described in the "inspection contract", and to which this insurance applies.

The amount we will pay as damages is limited as described in paragraph **B.** of this endorsement.

The "property damage" must have been caused by a "wood destroying organism" specified in the "inspection contract", and the "property damage" must have been visible, accessible and in existence at the time of inspection.

This replaces and is not in addition to any other property damage coverage that might apply under this policy.

2. Exclusions

This insurance does not apply to:

- a. Any cost or expense to treat, re-treat, inspection or re-inspection for "wood destroying organisms".
- b. Any act, error or omission an insured committed with fraudulent, dishonest, criminal or malicious purpose or intent.

- c. Inspections made to renew "wood destroying organism" treatment warranties or guarantees that are not covered by this endorsement.
- d. Any "inspection contract" with an inspection date prior to the effective date of the policy, as shown in the Declarations page of the policy, or after the termination date of the policy.
- e. Any "inspection contract" where the actual inspection date noted on the contract is more than three (3) years prior to the date the claim is made to us.

B. LIMITS OF INSURANCE

This coverage is subject to the Each Occurrence and General Aggregate Limits shown in the Declarations of this policy and is included within, not in addition to, the policy limits.

C. DEDUCTIBLE

The policy deductible also applies to coverage provided by this endorsement. The deductible applies per occurrence.

D. ADDITIONAL DEFINITIONS

For the purposes of the coverage provided by this endorsement, the following definitions are added to the **Definitions** section:

1. "Inspection contract" means a contract between you and your client, written and dated by the insured in conjunction with a "wood destroying organism" inspection which was conducted solely in anticipation of the sale, refinancing or purchase of "real property". The "inspection contract" must be written on the form prescribed by the State or other regulatory agency, if any.
2. "Real property" means the permanent structure or building described in the "inspection contract". "Real Property" includes personal property.

3. "Wood destroying organism(s)" means Arthropod or plant life which infest and damage seasoned wood in a structure, such as, termites, powder post beetles; old house borers; and wood decaying fungi.
- E. For the purposes of coverage provided by this endorsement, the following conditions are added to **Section IV - Commercial General Liability Conditions**. Coverage is effective only if all of the following conditions are met:
1. This insurance applies to "property damage" only if a claim for damages is first made to us within three (3) years from the date of the actual physical inspection of the "real property", as noted on the "inspection contract". A claim by a person or organization seeking damages will be deemed to have been made when written notice of such claim is received by the insured.
 2. You must charge a fee for your services.
 3. All reporting periods, retroactive dates, extended reporting periods, or supplemental reporting periods found in the policy and any endorsements to the policy do not apply to this endorsement.
 4. Nothing in the "inspection contract" shall extend or broaden the scope of coverage afforded by endorsement.
 5. On the date of the inspection, you must complete a written inspection report containing the following information:
 - a. Date of inspection.
 - b. Location of inspected "real property", indentifying each "real property" inspected and not inspected at location.
 - c. Complete name of person who performed the inspection.
 - d. Areas of "real property" where visible evidence of "wood destroying organisms" were found.
 - e. Areas of "real property" where visible evidence of previous "wood destroying organism" treatments were found.
 - f. Areas of "real property" which were not inspected and explanation of why it was not inspected.
 6. You must maintain books, reports, records, including the "inspection contract", any report required by statute, ordinance or regulation of any federal, state or local government, and all information regarding the inspection of any "real property" for a period of not less than three (3) years from the date of each such inspection.

We may examine your books, reports, records, including the "inspection contract", any report required by statute, ordinance or regulation of any federal, state or local government, and all information at any time during the policy period and up to three (3) years thereafter.

Failure to maintain such records; including but not limited to books, reports, records, including the "inspection contract", any report required by statute, ordinance or regulation of any federal, state or local government, and all information regarding the inspection of any "real property"; and/or not make them available to us will result in the denial of coverage for any claim or suit.
 7. All contracts prepared by you, relating to "real property", must be in writing and signed by you and your client. All work papers and government required forms, if any, prepared by you relating to the "real property", including, but not limited to, reports, graphs and contracts, must contain the date(s) of all actions taken by you with respect to the "real property" and must remain on file with you.
 8. If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, the coverage provided by this endorsement will be excess over any other insurance, whether primary, excess, contingent or on any other basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY DAMAGE EXTENSION FOR TREATMENT/RENEWAL

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

In addition to words and phrases contained in the Commercial General Liability Coverage Form, other words and phrases that appear in quotation marks have special meaning. Refer to Paragraph **D. - ADDITIONAL DEFINITIONS** of this endorsement. For the purposes of the coverage provided by this endorsement; these definitions apply in place of their definitions stated elsewhere in the policy.

The following provisions apply only with respect to Property Damage Extension for Treatment /Renewal provided by this endorsement.

A. COVERAGE

1. Insuring Agreement

We will pay, those sums which the insured becomes legally obligated to pay as damages because of "property damage" to "real property", caused by the infestation of: Subterranean Termites; Dry Wood Termites; Powder Post Beetles; Old House Borers; Wood Boring Beetles; and/or insects as specified in the "treatment contract", for such services, which occurs after the "actual treatment" and to which this insurance applies.

The amount we will pay as damages is limited as described in paragraph **B.** of this endorsement.

This replaces and is not in addition to any other "property damage" coverage that might apply under this policy.

2. Exclusions

This insurance does not apply to:

- a.** The expense of treatment, retreatment, inspection or re-inspection of any "real property".
- b.** Any act, error or omission an insured committed with fraudulent, dishonest, criminal or malicious purpose or intent.
- c.** Any "property damage" occurring before the "actual treatment" date as shown in your "treatment contract" or after the end of the policy period.

- d.** Any "property damage" not caused by: Subterranean Termites; Dry Wood Termites; Powder Post Beetles; Old House Borers; Wood Boring Beetles; and/or other insects identified in the "treatment contract".
- e.** Any spot or partial treatments.
- f.** Any "property damage" to "real property" that has not had a "renewal inspection" within twenty four (24) months of your last "renewal inspection" or "actual treatment".

B. LIMITS OF INSURANCE

This coverage is subject to the Each Occurrence and General Aggregate Limits shown in the Declarations of this policy and is included within, not in addition to, the policy limits.

C. DEDUCTIBLE

The policy deductible also applies to coverage provided by this endorsement. The deductible applies per occurrence.

D. ADDITIONAL DEFINITIONS

For the purposes of the coverage provided by this endorsement, the following definitions are added to the **Definitions** section:

- 1.** "Actual treatment" means a complete chemical treatment, of the entire "real property", according to the "directions for use" as outlined in the "treatment contract" for the eradication of Subterranean Termites; Dry Wood Termites; Powder Post Beetles; Old House Borers; Wood Boring Beetles; and/or other insects identified and listed on the "treatment contract". "Actual treatment" does not include spot or partial treatments.
- 2.** "Directions for use" means all instructions listed on the chemical label and labeling referring to the concentration, mixing, application, treatment directions and any other procedures to be followed when using the chemical. "Directions for use" also means any applicable Federal, State and local regulations prevailing at the time of the chemical is administered.

3. "Treatment contract" means a written contract between you and your client, issued and dated by you in conjunction with an "actual treatment". "Treatment contract" includes the graph or description of "real property".
 4. "Real property" means the structure(s) or building(s) as described in the "treatment contract". "Real Property" includes personal property.
 5. "Renewal inspection" means the issuance of a written report regarding the physical inspection of the entire "real property" conducted by you within each twenty-four (24) month period after the initial "actual treatment" described in the "treatment contract".
- E. For the purposes of coverage provided by this endorsement, the following conditions are added to **Section IV - Commercial General Liability Conditions**. Coverage is effective only if all of the following conditions are met:
1. You must complete a graph showing the areas of the "real property" illustrating treated and, untreated areas, the dimensions of the structure(s) or building(s), present and past infestation, and present and past damage. The graph must be attached to the "treatment contract."
 2. You must charge a fee for your services.

3. Nothing in the "Treatment Contract" shall extend or broaden the scope of coverage afforded by this endorsement.
4. You must maintain the "treatment contract" and all the written, detailed records of any and all work performed by you from the date the "actual treatment" started.

We may examine your "treatment contract" and all information regarding the "actual treatment" and the "renewal inspection" of the "real property" at any time after the date of "actual treatment".

Failure to maintain such records; including but not limited to the "Treatment Contract", information regarding the "actual treatment" of the "real property", any report required by statute, ordinance or regulation of any federal, state or local government, or other pertinent information regarding the "actual treatment" of the "real property"; and/or not make them available to us will result in the denial of coverage for any claim or suit.

5. All contracts must be in writing and signed by you and your client. All work papers must contain the date(s) of all actions taken with respect to the "real property".
6. If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, the coverage provided by this endorsement will be excess over any other insurance, whether primary, excess, contingent or on any other basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PESTICIDE OR HERBICIDE APPLICATORS MATERIALS IN TRANSIT COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A.** The following subparagraph **(6)** is added to Exclusion **g.** of Paragraph **2.**, **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I – COVERAGES)**:
- [This exclusion does not apply to:]
- (6)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pesticides, herbicides, or other materials", provided that such materials or containers containing such materials are:
- (a)** Being transported or towed by, handled for movement into, onto, or from, an "auto" owned or operated by or rented or loaned to the insured;
 - (b)** Otherwise in the course of transit by the insured or on behalf of the insured;
 - (c)** Stored in or upon the "auto"; or
 - (d)** Treated or processed in or upon the "auto".
- However, the exception to this Exclusion **g.** does not apply to:
- (a)** "Pesticides, herbicides, or other materials" before the insured has physically acquired such materials; or
 - (b)** "Pesticides, herbicides, or other materials" after such materials are transferred from the "auto" or "mobile equipment" and delivered, disposed of, or abandoned by the insured.
- B.** Subparagraph **(6)** is subject to the following provisions:
- 1. If other valid and collectible insurance is available to the insured for loss covered by this endorsement, the coverage provided by this endorsement will be excess over any other insurance, whether primary, excess, contingent or on any other basis.
 - 2. The operations must meet all standards of any statute, ordinance, regulation or license requirements of any federal, state or local government which apply to these operations.
- C.** As used in this endorsement, "pesticides, herbicides, or other materials" means pesticides and herbicides and other materials mixed with or used in conjunction with the pesticides and herbicides which are approved for use by the governing, licensing, and regulatory agencies and are commonly used by pest control, lawn, and ornamental operators.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PESTICIDE OR HERBICIDE APPLICATORS FUNGI OR BACTERIA ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

However, this exclusion does not apply to:

- (1) Any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption; or
- (2) "property damage" resulting from wood destroying fungi.

B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

C. The following definition is added to the Definitions Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

SERFF Tracking Number: REGU-125749098 State: Arkansas
Filing Company: SPARTA Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: SPARTA-GL-PEST-08
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: National Pest Risk Purchasing Group Program - GL Filing
Project Name/Number: /

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: REGU-125749098 State: Arkansas
Filing Company: SPARTA Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: SPARTA-GL-PEST-08
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: National Pest Risk Purchasing Group Program - GL Filing
Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 08/06/2008

Comments:

Attachment:

AR NAIC Transmittal.pdf

Satisfied -Name: Filing Authorization, Explanatory
Memo **Review Status:** Approved 08/06/2008

Comments:

Attachments:

1 - SPARTA Filing Authorization Letter.pdf

2 - Filing Memorandum.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="border: none; text-align: center;">New Business</td> <td style="border: none; width: 100px;"></td> </tr> <tr> <td style="border: none; text-align: center;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #
N/A	000

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
SPARTA Insurance Company	MA	20613	04-1027270	

5. Company Tracking Number	SPARTA-GL-PEST-08
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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
Jeremy W. Battles - IRC, LLC 50 Broad Street, Suite 501 New York, NY 10004	Manager	212-571-3884	212-571-2502	jeremybattles@irc.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Jeremy W. Battles

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

9. Type of Insurance (TOI)	17.0 - Other Liability
10. Sub-Type of Insurance (Sub-TOI)	17.0001 - Commercial General Liability
11. State Specific Product code(s) (if applicable)[See State Specific]	N/A
12. Company Program Title (Marketing title)	National Pest Risk Purchasing Group Program
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: Upon Approval Renewal: Upon Approval
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	7/28/2008
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. This filing transmittal is part of Company Tracking # SPARTA-GL-PEST-08

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

SPARTA Insurance Company (SPARTA), a member of Insurance Services Office (ISO), is filing independent General Liability forms for its new National Pest Risk Purchasing Group Program.

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

Check #: EFT
Amount: \$50.00

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

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

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #	SPARTA-GL-PEST-08			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	SPARTA-GL-PEST-08			
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Pesticide or Herbicide Applicators Coverage Endorsement	GL RPG PEST 01 08 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
02	Pesticide or Herbicide Applicators Care, Custody and Control Endorsement	GL RPG PEST 02 08 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
03	Property Damage Extension for Continual Monitoring/Treatment	GL RPG PEST 03 08 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
04	Property Damage Extension For Inspections	GL RPG PEST 04 08 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
05	Property Damage Extension For Treatment/Renewal	GL RPG PEST 05 08 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
06	Pesticide or Herbicide Applicators Materials in Transit Coverage End.	GL RPG PEST 06 08 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
07	Pesticide or Herbicide Applicators Fungi or Bacteria Endorsement	GL RPG PEST 07 08 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	N/A	N/A
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		



LETTER OF FILING AUTHORIZATION

This letter will certify that Insurance Regulatory Consultants, LLC (IRC) has given full authorization to submit filings on behalf of **SPARTA Insurance Company**. This authorization extends to all correspondence regarding the filings.

Brian P. Mulroy
Name

July 24, 2008
Date

EVP & CUO
Title

SPARTA Insurance Company
Company Name

A handwritten signature in black ink, appearing to read "Brian P. Mulroy", is written over a horizontal line.

Signature

(860) 275-6523
Telephone Number

**SPARTA Insurance Company; NAIC #: 000-20613; FEIN#: 04-1027270
National Pest Risk Purchasing Group Program
General Liability Filing
Company Filing Designation Number: SPARTA-GL-PEST-08**

NAIC # 20613	SPARTA Insurance Company
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NAIC # 20613	SPARTA Insurance Company
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**Filing Memorandum
National Purchasing Group for Pest Control Operators, Inc.**

National Purchasing Group for Pest Control Operators, Inc. (NPGPCO) is a Florida domiciled Risk Purchasing Group. All members are pest control operators. NPGPCO has requested that SPARTA Insurance Company issue policies for its members. This program is designed to provide Commercial General Liability coverage to the members of National Purchasing Group for Pest Control Operators, Inc.

Forms and Endorsements

This program consists of filed ISO coverage forms and endorsements, filed SPARTA Insurance Company forms and endorsements, and specialized program specific forms designed to meet the coverage needs of the National Purchasing Group for Pest Control Operators, Inc. (NPGPCO). The NPGPCO specialized program forms provide coverages that are unique to pest control operators.

GL RPG PEST 01 Pesticide Or Herbicide Applicator Coverage Endorsement: Provides limited coverage for bodily injury or property damage as a result of the insured applying pesticides, herbicides, or other materials on a jobsite away from their location.

GL RPG PEST 02 Pesticide Or Herbicide Applicator Care, Custody And Control Endorsement: Provides coverage for damaging personal property in the care, custody and control during treatment. To eliminate confusion, it also eliminates coverage for property damage in the products/completed operations hazard arising out of the insured's failure to reduce or eliminate an infestation as a result of the treatment performed.

GL RPG PEST 03 Property Damage Extension For Continual Monitoring/Treatment Coverage: Provides coverage for property damage to real property caused by the insured's failure to eliminate Subterranean Termite infestation by the treatment noted in the insured's contract.

GL RPG PEST 04 Property Damage Extension For Inspection Coverage: Provides coverage for property damage to real property visible and accessible at the time of inspection, of the real property caused by the insured's failure to identify wood destroying organism damage.

GL RPG PEST 05 Property Damage Extension For Treatment / Renewal Coverage: Provides coverage for property damage to real property caused by the insured's failure to eliminate infestation by the treatment noted in the insured's contract.

GL RPG PEST 06 Pesticide Or Herbicide Applicator Materials In Transit Coverage Endorsement: This endorsement provides coverage for the sudden and accidental release of pesticides, herbicides, or other materials resulting from the collision or overturn of a vehicle owned, leased or rented to the insured.

NAIC # 20613	SPARTA Insurance Company
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GL RPG PEST 07 Pesticide Or Herbicide Applicator Fungi or Bacteria Endorsement: This endorsement provides coverage for wood destroying organisms while excluding all other types of fungi / bacteria as well as fungi / bacteria unrelated to the Pest Control venue.