

SERFF Tracking Number: HART-125806222 State: Arkansas  
First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: EFT \$50  
Company Tracking Number: FN.13.039.2008.01(F)  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
Product Name: General Liability  
Project Name/Number: Self-Storage Facilities/FN.13.039.2008.01(F)

## Filing at a Glance

Companies: Hartford Casualty Insurance Company, Hartford Insurance Company of the Midwest, Hartford Underwriters Insurance Company, Property and Casualty Insurance Company of Hartford, Twin City Fire Insurance Company, Hartford Accident and Indemnity Company, Hartford Fire Insurance Company

Product Name: General Liability SERFF Tr Num: HART-125806222 State: Arkansas  
TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: EFT \$50  
Made/Occurrence

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: FN.13.039.2008.01(F) State Status: Fees verified and received

Filing Type: Form Co Status: Initial Filing Reviewer(s): Betty Montesi, Edith Roberts

Authors: Jane Croucher, Joyce Disposition Date: 11/05/2008

Driscoll, Marilu Gonzalez, David

Logan, Sima Nizami, Angela Isaac

Date Submitted: 09/08/2008 Disposition Status: Approved

Effective Date Requested (New): 12/06/2008 Effective Date (New):

Effective Date Requested (Renewal): 12/06/2008 Effective Date (Renewal):

State Filing Description:

## General Information

Project Name: Self-Storage Facilities

Project Number: FN.13.039.2008.01(F)

Reference Organization:

Reference Title:

Filing Status Changed: 11/05/2008

State Status Changed: 09/19/2008

Corresponding Filing Tracking Number:

Filing Description:

Status of Filing in Domicile:

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

We are submitting two new coverage forms, HS 24 94 06 08 Amendment Of Coverage - Damage To Custome'rs Goods and HS 24 93 06 08 Amendment Of Coverage - Sale And Disposal Legal Liability (Self-Storage Facilities) to be used with our Self-Storage Facilities Program. For risk that meet our underwriting standards, coverage may be expanded to

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include:

- Liability for property damage to customer's goods while at the self-storage facility; and
- Liability for loss of customer's goods because of negligent acts, errors or omission in the sale and disposal of customer's goods.

The use of these two forms expands coverage under the Commercial General Liability Coverage Form for risk operating self-storage facilities.

The related rule has been submitted under a separate filing (Our Filing Number: FN.13.039.2008.01(R)).

## Company and Contact

### Filing Contact Information

Marilu Gonzalez, Filing Analyst marilu.gonzalez2@thehartford.com  
 Hartford Plaza HO-GL-19 (860) 547-3471 [Phone]  
 Hartford, CT 06155 (860) 547-5941[FAX]

### Filing Company Information

Hartford Casualty Insurance Company	CoCode: 29424	State of Domicile: Indiana
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06115	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-0294398	
	-----	

Hartford Insurance Company of the Midwest	CoCode: 37478	State of Domicile: Indiana
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06115	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-1008026	
	-----	

Hartford Underwriters Insurance Company	CoCode: 30104	State of Domicile: Connecticut
Hartford Plaza	Group Code: 91	Company Type: Property
Hartford, CT 06115	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-1222527	
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Property and Casualty Insurance Company of Hartford	CoCode: 34690	State of Domicile: Indiana
Hartford Plaza	Group Code: 91	Company Type: Property

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Hartford, CT 06115 Group Name: State ID Number:  
(860) 547-5000 ext. [Phone] FEIN Number: 06-1276326  
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Twin City Fire Insurance Company CoCode: 29459 State of Domicile: Indiana  
Hartford Plaza Group Code: 91 Company Type: Property  
Hartford, CT 06115 Group Name: State ID Number:  
(860) 547-5000 ext. [Phone] FEIN Number: 06-0732738  
-----

Hartford Accident and Indemnity Company CoCode: 22357 State of Domicile: Connecticut  
690 Asylum Ave Group Code: 91 Company Type: Property  
Hartford, CT 06115 Group Name: State ID Number:  
(860) 547-5000 ext. [Phone] FEIN Number: 06-0383030  
-----

Hartford Fire Insurance Company CoCode: 19682 State of Domicile: Connecticut  
Hartford Plaza Group Code: 91 Company Type:  
690 Asylum Avenue Group Name: State ID Number:  
Hartford, CT 06115 FEIN Number: 06-0383750  
(860) 547-5000 ext. [Phone] -----

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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? No  
 Fee Explanation: \$50 flat fee  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Hartford Casualty Insurance Company	\$0.00	09/08/2008	
Hartford Insurance Company of the Midwest	\$0.00	09/08/2008	
Hartford Underwriters Insurance Company	\$0.00	09/08/2008	
Property and Casualty Insurance Company of Hartford	\$0.00	09/08/2008	
Twin City Fire Insurance Company	\$0.00	09/08/2008	
Hartford Accident and Indemnity Company	\$0.00	09/08/2008	
Hartford Fire Insurance Company	\$50.00	09/08/2008	22341116

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	11/05/2008	11/05/2008
Approved	Edith Roberts	09/19/2008	09/19/2008

### Amendments

Item	Schedule	Created By	Created On	Date Submitted
Amendment Form of Coverage - Sale and Disposal Legal Liability (Self-Storage Facilities)		Marilu Gonzalez	10/23/2008	10/23/2008

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Please Re-Open Filing	Note To Reviewer	Marilu Gonzalez	10/01/2008	10/01/2008

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Project Name/Number: Self-Storage Facilities/FN.13.039.2008.01(F)

## Disposition

Disposition Date: 11/05/2008  
Effective Date (New):  
Effective Date (Renewal):  
Status: Approved  
Comment: RE-OPENED TO ACKNOWLEDGE CORRECTION.

Rate data does NOT apply to filing.

### Overall Rate Information for Multiple Company Filings

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

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 Product Name: General Liability  
 Project Name/Number: Self-Storage Facilities/FN.13.039.2008.01(F)

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Explanatory Memorandum	Approved	Yes
Form (revised)	Amendment of Coverage - Sale and Disposal Legal Liability (Self-Storage Facilities)	Approved	Yes
Form	Amendment of Coverage - Sale and Disposal Legal Liability (Self-Storage Facilities)	Approved	Yes
Form	Amendment of Coverage - Damage To Customer's Goods	Approved	Yes

SERFF Tracking Number: HART-125806222 State: Arkansas  
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Company Tracking Number: FN.13.039.2008.01(F)  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
Product Name: General Liability  
Project Name/Number: Self-Storage Facilities/FN.13.039.2008.01(F)

## Disposition

Disposition Date: 09/19/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

### Overall Rate Information for Multiple Company Filings

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

SERFF Tracking Number: HART-125806222 State: Arkansas  
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 Company Tracking Number: FN.13.039.2008.01(F)  
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 Product Name: General Liability  
 Project Name/Number: Self-Storage Facilities/FN.13.039.2008.01(F)

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Explanatory Memorandum	Approved	Yes
Form (revised)	Amendment of Coverage - Sale and Disposal Legal Liability (Self-Storage Facilities)	Approved	Yes
Form	Amendment of Coverage - Sale and Disposal Legal Liability (Self-Storage Facilities)	Approved	Yes
Form	Amendment of Coverage - Damage To Customer's Goods	Approved	Yes

SERFF Tracking Number: HART-125806222 State: Arkansas  
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**Amendment Letter**

Amendment Date:  
 Submitted Date: 10/23/2008

**Comments:**

Good Afternoon,

Thank you for re-opening our filing. We have made the following minor editorial changes to Form HS 24 93 06 08:  
 Page 2 - 1st column - item c. has been revised to b.  
 Page 2 - 1st column - the word service has been revised to disposal.

Attached please find the revised form. We apologize for any inconvenience this may have caused.

Thanks,  
 Marilu Gonzalez

**Changed Items:**

**Form Schedule Item Changes:**

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
Amendment of Coverage - Sale and Disposal Legal Liability (Self-Storage Facilities)	HS 24 93 06 06 08	06 08	Endorsement/Conditions	New			0	HS 24 93 06 08 revised.pdf

*SERFF Tracking Number:* HART-125806222      *State:* Arkansas  
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*Company Tracking Number:* FN.13.039.2008.01(F)  
*TOI:* 17.0 Other Liability - Claims Made/Occurrence      *Sub-TOI:* 17.0001 Commercial General Liability  
*Product Name:* General Liability  
*Project Name/Number:* Self-Storage Facilities/FN.13.039.2008.01(F)

**Note To Reviewer**

**Created By:**

Marilu Gonzalez on 10/01/2008 09:30 AM

**Subject:**

Please Re-Open Filing

**Comments:**

Good Morning,

Thank you for approving our filing. However, we noticed an error on Form HS 24 93 06 08. Since we have not yet implemented the form we are making a minor editorial change. Can this filing please be re-opened so we can attach the revised form?

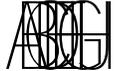
Thank you and we apologize for any inconvenience that this may have caused.

Thanks,  
Marilu Gonzalez

SERFF Tracking Number: HART-125806222 State: Arkansas  
 First Filing Company: Hartford Casualty Insurance Company, ... State Tracking Number: EFT \$50  
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 Product Name: General Liability  
 Project Name/Number: Self-Storage Facilities/FN.13.039.2008.01(F)

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Amendment of Coverage - Sale and Disposal Legal Liability (Self-Storage Facilities)	HS 24 93 06 08	06 08	Endorsement/Amendment/Conditions	New	0.00	HS 24 93 06 08 revised.pdf
Approved	Amendment of Coverage - Damage To Customer's Goods	HS 24 94 06 08	06 08	Endorsement/Conditions	New	0.00	Form HS 24 94 06 08.PDF



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# AMENDMENT OF COVERAGE - SALE AND DISPOSAL LEGAL LIABILITY (SELF-STORAGE FACILITIES)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

## SCHEDULE

### LIMITS OF INSURANCE

The Limits of Insurance subject to all the terms of this Policy that apply, are:

**Sale and Disposal Legal Liability - Aggregate Limit**     \$ \_\_\_\_\_

**Sale and Disposal Legal Liability – Each Customer**     \$ \_\_\_\_\_

### DEDUCTIBLE

**Sale And Disposal Legal Liability – Each Customer**     \$ \_\_\_\_\_

### LOCATION(S) OF COVERED SELF-STORAGE FACILITIES:

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

#### **Sale and Disposal Legal Liability Coverage**

##### **1. Insuring Agreement**

- a. We will pay those sums the insured becomes legally obligated to pay as damages because of "sale and disposal injury" during the course of your "sale and disposal operations" 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 for "sale and disposal injury" to which this insurance does not apply. We may, at our discretion investigate any allegations of negligent acts, errors or omissions and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph C., **Limits Of Insurance**, of this endorsement; and

- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **Sale And Disposal Legal Liability Coverage**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B** as amended by Paragraph **B** of this endorsement.

**b.** This insurance applies only:

- (1) To a negligent act, error or omission that takes place during the policy period; and
- (2) To "sale and disposal operations" at a self-storage facility described in the Schedule of this endorsement.

All negligent acts, errors or omissions related "sale and disposal operations" performed with respect to the same "customer" shall be deemed to have occurred when the first such negligent act, error or omission took place.

**2. Exclusions**

This insurance does not apply to:

**a. Asbestos**

- (1) "Sale and disposal injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating,

containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**b. Contractual Liability**

Liability assumed under a contract or agreement. However, this exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

**c. Dishonest acts**

Liability arising out of misappropriations, secretion, conversion, infidelity or any dishonest or criminal act on the part of:

- (1) You;
- (2) your "employees" or agents; or
- (3) Any person or persons to whom you may entrust the property.

This exclusion does not apply to your liability directly caused by your negligent hiring, selection or supervision of "employees" or others.

**d. Pollution**

"Sale and disposal injury" arising from:

- (1) The actual, alleged or threatened discharge, seepage, migration, release or escape of "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (b) Claim or suit by or on behalf of a government authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

**B. Supplementary Payments**

**Supplementary Payments - Coverages A And B (Section I)** is changed to also apply to **Sale And Disposal Legal Liability Coverage**.

**C. Limits of Insurance**

For the purposes of the insurance afforded by this endorsement, **Section III - Limits Of Insurance** is replaced by the following:

## **Sale And Disposal Legal Liability Limits Of Insurance**

1. The Sale And Disposal Legal Liability Limits Of Insurance set forth in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds or "customers";
  - b. Units leased or rented;
  - c. Claims made or "suits" brought; or
  - d. "Customers" making claims or bringing "suits".
2. The Sale And Disposal Legal Liability - Aggregate Limit set forth in the Schedule of this endorsement is the most we will pay under **Section I - Sale And Disposal Legal Liability Coverage** for damages because of "sales and disposal injury" in the course of your "sale and disposal operations".
3. Subject to 2. above, the Sale and Disposal Legal Liability – Each Customer Limit is the most we will pay for damages because of "sale and disposal injury" sustained by any one "customer".

### **D. Deductible**

1. Our obligation under **Section I - Sale And Disposal Legal Liability Coverage** to pay damages on your behalf applies only to the amount of damages in excess of any deductible amount stated in the Schedule of this endorsement as applicable to such coverage.
2. The deductible amount applies to all damages sustained by any one "customer" because of "sale and disposal injury" as the result of any one "sale and disposal operation".
3. The terms of this insurance continue to apply irrespective of the deductible, including but not limited to:
  - a. Our right and duty with respect to the defense of the insured against "suits"; and
  - b. Your **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition (Section IV)**.

### **E. Conditions**

1. Paragraph 2.a. of **Duties In The Event Of Occurrence, Offense, Claim Or Suit** does not apply to **Sale And Disposal Legal Liability Coverage**. In all other respects, the **Duties In the Event Of Occurrence, Offense, Claim or Suit** applies to **Sale And Disposal Legal Liability Coverage**.

2. Paragraph 4. **Other Insurance** of the Conditions **Section** is changed as follows:

All references to Coverages **A** or **B** are changed to read Coverages **A, B** or **Sale And Disposal Legal Liability Coverage**.

### **F. Definitions**

Solely with respect to **Section I - Sale And Disposal Legal Liability Coverage**, the following definitions are added to the Definitions Section:

1. "Customer" means the person or organization executing a written lease or rental agreement with you to occupy self-storage space at insured premises.
2. "Lock-out" means depriving the "customer" access to their property or to occupancy of self-storage space(s) at the insured premises.
3. "Sale and disposal injury" means:
  - a. Loss of your "customer's" tangible personal property (or the property of others for which your "customer" is legally liable) because of "sale and disposal operations", including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the negligent act, error or omission that caused it; or
  - b. Loss of use of your customer's tangible personal property (or the property of others for which your "customer" is legally liable) because of "sale and disposal operations". All such loss of use shall be deemed to occur at the time of the negligent act, error or omission that caused it.
4. "Sale and disposal operations":
  - a. Means activities and procedures conducted in your self-service storage business to reclaim space in self-storage units at the insured premises due to the failure of your "customer" to pay lease, rental or other charges.
  - b. Begin the earliest of the following activities:
    - (1) "Lock-out"; or
    - (2) Sale, removal, confiscation or disposition of the tangible personal property of your "customer".



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

## **AMENDMENT OF COVERAGE - DAMAGE TO CUSTOMER'S GOODS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Operations:**

Warehouses – mini-warehouses

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

The following changes apply only with respect to operations shown in the Schedule.

**A. Damage To Property Of Others In Your Care, Custody Or Control**

The following Exception is added to Exclusion j. **Damage To Property**, under Paragraph 2. **Exclusions of Section I Coverage A – Bodily Injury and Property Damage Liability**

This insurance does not apply to:

**j. Damage To Property**

"Property damage" to:

- (4)** Personal property in the care, custody or control of the insured:

**Exception**

Paragraph **(4)** does not apply to "property damage" to property of "customers" on premises owned by or rented to you.

**B. Additional Exclusions**

The following are added to Paragraph 2. **Exclusions of Section I Coverage A – Bodily Injury and Property Damage Liability.**

This insurance does not apply to:

**1. Contractual Liability**

Liability assumed under a contract or agreement. However, this exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

**2. Dishonest Acts**

Liability arising out of misappropriations, secretion, conversion, infidelity or any dishonest or criminal act on the part of:

- a.** You;
- b.** Your employees or agents; or
- c.** Any person or persons to whom you may entrust the property.

This exclusion does not apply to your liability directly caused by your negligent hiring, selection or supervision of "employees" or others.

**3. Sale And Disposal Operations**

"Property Damage" arising out of your "sale and disposal operations".

### C. Definitions

The following are added to **Definitions**:

1. "Customer" means the person or organization executing a written lease or rental agreement with you to occupy self-storage space at insured premises.
2. "Lock-out" means depriving the "customer" access to their property or to occupancy of self-storage space(s) at the insured premises.

### 3. "Sale and disposal operations"

- a. Means activities and procedures that you conduct in your self-service storage business to reclaim space in self-storage units at the insured premises due to the failure of your "customer" to pay lease, rental or other charges.
- b. Begin the earliest of the following activities:
  - (1) "Lock-out"; or
  - (2) Sale, removal, confiscation or disposition of the tangible personal property of your "customer".

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*Product Name:*             *General Liability*  
*Project Name/Number:*     *Self-Storage Facilities/FN.13.039.2008.01(F)*

## **Rate Information**

Rate data does NOT apply to filing.

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## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty **Review Status:** Approved 09/19/2008

**Comments:**

Attached is the P&C Transmittal Document and the Form Filing Schedule.

**Attachments:**

AR PC TD-1 .pdf  
AR PC-FFS-1.pdf

**Satisfied -Name:** Explanatory Memorandum **Review Status:** Approved 09/19/2008

**Comments:**

Attached is the Explanatory Memorandum.

**Attachment:**

Form Explanatory Memorandum.pdf

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>
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<b>2. Insurance Department Use only</b>	
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>
Hartford Financial Services Group	00914

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Hartford Fire Ins. Co.	Connecticut	00914-19682	06-0383750	
Hartford Accident & Indemnity Co.	Connecticut	00914-22357	06-0383030	
Hartford Casualty Ins.Co.	Indiana	00914-29424	06-0294398	
Hartford Underwriters Ins. Co.	Connecticut	00914-30104	06-1222527	
Twin City Fire Ins.Co.	Indiana	00914-29459	06-0732738	
Hartford Ins. Co. of the Midwest	Indiana	00914-37478	06-1008026	
Property & Casualty Ins. Co. of Hartford	Indiana	00914-34690	06-1276326	

<b>5. Company Tracking Number</b>	FN.13.039.2008.01(F)
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Jane Croucher Hartford Plaza, Hartford, CT 06115		860-547-3175	860-547-4849	jane.croucher@TheHartford.com

<b>7. Signature of authorized filer</b>	
<b>8. Please print name of authorized filer</b>	Jane Croucher

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

<b>9. Type of Insurance (TOI)</b>	17.0000
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	17.0001
<b>11. State Specific Product code(s)</b> (if applicable)[See State Specific Requirements]	
<b>12. Company Program Title</b> (Marketing title)	Self-Storage Facilities
<b>13. Filing Type</b>	<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)
<b>14. Effective Date(s) Requested</b>	New: 12/6/08      Renewal: 12/6/08
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16. Reference Organization</b> (if applicable)	
<b>17. Reference Organization # &amp; Title</b>	
<b>18. Company's Date of Filing</b>	September 8, 2008
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

ALABAMA

<b>20.</b> This filing transmittal is part of Company Tracking #	FN.13.039.2008.01(F)
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<b>21.</b> Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Other Liability - Commercial General Liability  
Self-Storage Facilities  
Two new coverage forms to be used with our Self-Storage Facilities Program for risks that meet our underwriting standards, coverage may be expanded to include:  
    Liability for property damage to customer's goods while at the self-storage facility; and  
    Liability for loss of customer's goods because of negligent acts, errors or omission in the sale and disposal of customer's goods.

Form HS 24 94 06 08 - Amendment Of Coverage - Damage To Customer's Goods  
Form HS 24 93 06 08 - Amendment Of Coverage - Sale And Disposal Legal Liability (Self-Storage Facilities)

The use of these two forms expands coverage under the Commercial General Liability Coverage Form for risks operating self-storage facilities.

<b>22.</b> 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]
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Check #: EFT  
Amount: \$50.00

**\$50.00 flat fee**

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.	<b>This filing transmittal is part of Company Tracking #</b>	FN.13.039.2008.01(F)			
2.	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	FN.13.039.2008.01(R)			
3.	<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	Amendment Of Coverage - Damage To Customer's Goods	HS 24 94 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Amendment Of Coverage - Sale And Disposal Legal Liability (Self-Storage Facilities)	HS 24 93 06 08	<input checked="" 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		

# SELF-STORSELF-STORAGE FACILITIES

## About This Filing

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With this filing we are submitting two new coverage forms to be used with our Self-Storage Facilities Program. For risks that meet our underwriting standards, coverage may be expanded to include

- Liability for property damage to customer's goods while at the self-storage facility; and
- Liability for loss of customer's goods because of negligent acts, errors or omission in the sale and disposal of customer's goods.

## Coverage Impact

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The use of these two forms expands coverage under the Commercial General Liability Coverage Form for risks operating self-storage facilities.

## Rate Impact

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The use of these two forms results in an additional premium.

## Related Filing(s)

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See accompanying Rate/Rule filing

## Copyright Explanation

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This material is proprietary to The Hartford and may not be copied without The Hartford's prior express written approval.

## Explanation of Coverage

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### Background

Self-storage Facilities are classified using ISO's classification rules. Classification 18991 Warehouses – mini-warehouses requires the use of Exclusion – Property Entrusted Endorsement **CG 22 29** to exclude property damage to property of others whether such property is entrusted to the insured (care, custody or control of the insured) or is merely on premises of the insured without regard to the issue of custody or control.

### HS 24 94 - Amendment of Coverage – Damage to Customer's Goods

This endorsement provides coverage to the insured for property damage to customer's property whether or not such property is considered in the care, custody or control of the insured. Coverage provided by this endorsement does not apply to sale and disposal operations as defined in the endorsement.

When endorsement **HS 24 94** is attached to the policy, Exclusion – Property Entrusted Endorsement **CG 22 29** is not attached.

### HS 24 93 - Amendment Of Coverage - Sale And Disposal Legal Liability (Self-Storage Facilities)

This form adds Sale And Disposal Legal Liability coverage to Section I Coverages. If the insured negligently deprives the customer of the possession and use of their goods, temporarily or permanently, **HS 24 93** will provide for their defense and will pay resulting legal damages up to the limit of insurance stated on the schedule. A deductible applies to claims from any one customer for any one sale and disposal operation.

### Bruce L Graham CPCU

Product Specialist

(860) 547-2867 (Work)

(860) 547-4849 (FAX)

Email: [bruce.graham@thehartford.com](mailto:bruce.graham@thehartford.com)





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

## **AMENDMENT OF COVERAGE - SALE AND DISPOSAL LEGAL LIABILITY (SELF-STORAGE FACILITIES)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

### **SCHEDULE**

#### **LIMITS OF INSURANCE**

The Limits of Insurance subject to all the terms of this Policy that apply, are:

**Sale and Disposal Legal Liability - Aggregate Limit**      \$ \_\_\_\_\_

**Sale and Disposal Legal Liability – Each Customer**      \$ \_\_\_\_\_

#### **DEDUCTIBLE**

**Sale And Disposal Legal Liability – Each Customer**      \$ \_\_\_\_\_

#### **LOCATION(S) OF COVERED SELF-STORAGE FACILITIES:**

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

#### **Sale and Disposal Legal Liability Coverage**

##### **1. Insuring Agreement**

- a. We will pay those sums the insured becomes legally obligated to pay as damages because of "sale and disposal injury" during the course of your "sale and disposal operations" 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 for "sale and disposal injury" to which this insurance does not apply. We may, at our discretion investigate any allegations of negligent acts, errors or omissions and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph **C., Limits Of Insurance**, of this endorsement; and

- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **Sale And Disposal Legal Liability Coverage**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B** as amended by Paragraph **B**. of this endorsement.

**c.** This insurance applies only

- (1) To a negligent act, error or omission that takes place during the policy period; and
- (2) To "sale and disposal operations" at a self-storage facility described in the Schedule of this endorsement.

All negligent acts, errors or omissions related "sales and service operations" performed with respect to the same "customer" shall be deemed to have occurred when the first such negligent act, error or omission took place.

**2. Exclusions**

This insurance does not apply to:

**a. Asbestos**

- (1) "Sale and disposal injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating,

containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**b. Contractual Liability**

Liability assumed under a contract or agreement. However, this exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

**c. Dishonest acts**

Liability arising out of misappropriations, secretion, conversion, infidelity or any dishonest or criminal act on the part of:

- (1) You;
- (2) your "employees" or agents; or
- (3) Any person or persons to whom you may entrust the property.

This exclusion does not apply to your liability directly caused by your negligent hiring, selection or supervision of "employees" or others.

**d. Pollution**

"Sale and disposal injury" arising from:

- (1) The actual, alleged or threatened discharge, seepage, migration, release or escape of "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (b) Claim or suit by or on behalf of a government authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

**B. Supplementary Payments**

**Supplementary Payments - Coverages A And B (Section I)** is changed to also apply to **Sale And Disposal Legal Liability Coverage**.

**C. Limits of Insurance**

For the purposes of the insurance afforded by this endorsement, **Section III - Limits Of Insurance** is replaced by the following.

## **Sale And Disposal Legal Liability Limits Of Insurance**

1. The Sale And Disposal Legal Liability Limits Of Insurance set forth in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds or "customers";
  - b. Units leased or rented;
  - c. Claims made or "suits" brought; or
  - d. "Customers" making claims or bringing "suits".
2. The Sale And Disposal Legal Liability - Aggregate Limit set forth in the Schedule of this endorsement is the most we will pay under **Section I - Sale And Disposal Legal Liability Coverage** for damages because of "sales and disposal injury" in the course of your "sale and disposal operations".
3. Subject to **2.** above, the Sale and Disposal Legal Liability – Each Customer Limit is the most we will pay for damages because of "sale and disposal injury" sustained by any one "customer".

### **D. Deductible**

1. Our obligation under **Section I - Sale And Disposal Legal Liability Coverage** to pay damages on your behalf applies only to the amount of damages in excess of any deductible amount stated in the Schedule of this endorsement as applicable to such coverage.
2. The deductible amount applies to all damages sustained by any one "customer" because of "sale and disposal injury" as the result of any one "sale and disposal operation".
3. The terms of this insurance continue to apply irrespective of the deductible, including but not limited to:
  - a. Our right and duty with respect to the defense of the insured against "suits"; and
  - b. Your **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition (Section IV)**.

### **E. Conditions**

1. Paragraph **2.a.** of **Duties In The Event Of Occurrence, Offense, Claim Or Suit** does not apply to **Sale And Disposal Legal Liability Coverage**. In all other respects, the **Duties In the Event Of Occurrence, Offense, Claim or Suit** applies to **Sale And Disposal Legal Liability Coverage**.

2. Paragraph **4. Other Insurance** of the Conditions **Section** is changed as follows:

All references to Coverages **A** or **B** are changed to read Coverages **A, B** or **Sale And Disposal Legal Liability Coverage**.

### **F. Definitions**

Solely with respect to **Section - Sale And Disposal Legal Liability Coverage**, the following definitions are added to the Definitions Section:

1. "Customer" means the person or organization executing a written lease or rental agreement with you to occupy self-storage space at insured premises.
2. "Lock-out" means depriving the "customer" access to their property or to occupancy of self-storage space(s) at the insured premises.
3. "Sale and disposal injury" means:
  - a. Loss of your "customer's" tangible personal property (or the property of others for which your "customer" is legally liable) because of "sale and disposal operations", including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the negligent act, error or omission that caused it; or
  - b. Loss of use of your customer's tangible personal property (or the property of others for which your "customer" is legally liable) because of "sale and disposal operations". All such loss of use shall be deemed to occur at the time of the negligent act, error or omission that caused it.
4. "Sale and disposal operations"
  - a. Means activities and procedures conducted in your self-service storage business to reclaim space in self storage units at the insured premises due to the failure of your "customer" to pay lease, rental or other charges.
  - b. Begin the earliest of the following activities:
    - (1) "Lock-out"; or
    - (2) Sale, removal, confiscation or disposition of the tangible personal property of your "customer".