

<i>SERFF Tracking Number:</i>	<i>HRLV-127392119</i>	<i>State:</i>	<i>Massachusetts</i>
<i>First Filing Company:</i>	<i>Harleysville Insurance Company, ...</i>	<i>State Tracking Number:</i>	
<i>Company Tracking Number:</i>	<i>UMB ROUND 2</i>		
<i>TOI:</i>	<i>17.0 Other Liability-Occ/Claims Made</i>	<i>Sub-TOI:</i>	<i>17.0020 Commercial Umbrella & Excess</i>
<i>Product Name:</i>	<i>UMB Round 2</i>		
<i>Project Name/Number:</i>	<i>UMB/08/30/2011</i>		

Filing at a Glance

Companies: Harleysville Insurance Company, Harleysville Mutual Insurance Company, Harleysville Preferred Insurance Company, Harleysville Worcester Insurance Company

Product Name: UMB Round 2	SERFF Tr Num: HRLV-127392119	State: Massachusetts
TOI: 17.0 Other Liability-Occ/Claims Made	SERFF Status: Closed-Placed on File	State Tr Num:
Sub-TOI: 17.0020 Commercial Umbrella & Excess	Co Tr Num: UMB ROUND 2	State Status: Closed-Placed On File
Filing Type: Form/Rule	Author: Eileen Fisher	Reviewer(s): Conrad Ciszek
	Date Submitted: 10/13/2011	Disposition Date: 11/17/2011
Effective Date Requested (New): 04/01/2012		Disposition Status: Placed on File
Effective Date Requested (Renewal): 04/01/2012		Effective Date (New): 04/01/2012
		Effective Date (Renewal): 04/01/2012

General Information

Project Name: UMB	Status of Filing in Domicile: Pending
Project Number: 08/30/2011	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 11/17/2011	
State Status Changed: 11/17/2011	Deemer Date:
Created By: Eileen Fisher	Submitted By: Eileen Fisher
Corresponding Filing Tracking Number:	
Filing Description:	
We submit for your review and approval the introduction of the following forms and corresponding rules to be applicable to our Commercial Umbrella Program:	

- Optional endorsement CU-7205 Additional Insured - Other Insurance
- Optional endorsement CU-7206 Blanket Additional Insured – Other Insurance Amendment
- Optional endorsement CU-7208 Amendment of Personal and Advertising Injury Coverage
- Optional endorsement CU-7209 Printers Errors and Omissions

Attached: CU-7205 (Ed. 12-10) Additional Insured – Other Insurance Amendment

SERFF Tracking Number: HRLV-127392119 State: Massachusetts
 First Filing Company: Harleysville Insurance Company, ... State Tracking Number:
 Company Tracking Number: UMB ROUND 2
 TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0020 Commercial Umbrella & Excess
 Product Name: UMB Round 2
 Project Name/Number: UMB/08/30/2011

CU-7206 (Ed. 12-10) Blanket Additional Insured – Other Insurance Amendment
 CU-7208 (Ed. 5-11) Amendment of Personal and Advertising Injury Coverage
 CU-7209 (Ed. 7-11) Printers Errors and Omissions
 (MA) CU-HE-4 & 5, April 2012

Withdrawn: (MA) CU-HE-4, placed on file 8/19/2011, SERFF #HRLV-127288157
 (MA) CU-HE-5, no state tracking number, SERFF #HRLV-126783767, placed on file 9-22-10

For your information, the attached form does not contain company names as our policy jackets are on file with the DOI under SERFF file #HRLV-126783726, no state tracking number assigned except CA #HRLV-125749237 SRB Serial #115938 for HIC CA; #HRLV-125777014, SRB Serial #116278.

Rule of application: These revisions are applicable to all policies effective on or after April 1, 2012.

Your favorable consideration will be appreciated.

Company and Contact

Filing Contact Information

Eileen Fisher, Senior State Filing Analyst efisher@harleysvillegroup.com
 355 Maple Avenue 215-256-5712 [Phone]
 Harleysville, PA 19438-2297 215-256-5678 [FAX]

Filing Company Information

Harleysville Insurance Company	CoCode: 23582	State of Domicile: Pennsylvania
355 Maple Avenue	Group Code: 253	Company Type:
Harleysville, PA 19438	Group Name:	State ID Number:
(215) 256-5000 ext. [Phone]	FEIN Number: 41-0417250	

Harleysville Mutual Insurance Company	CoCode: 14168	State of Domicile: Pennsylvania
355 Maple Avenue	Group Code: 253	Company Type:
Harleysville, PA 19438	Group Name:	State ID Number:
(215) 256-5000 ext. [Phone]	FEIN Number: 23-0902325	

Harleysville Preferred Insurance Company	CoCode: 35696	State of Domicile: Pennsylvania
355 Maple Avenue	Group Code: 253	Company Type:
Harleysville, PA 19438	Group Name:	State ID Number:
(215) 256-5000 ext. [Phone]	FEIN Number: 23-2384978	

SERFF Tracking Number: HRLV-127392119 State: Massachusetts
 First Filing Company: Harleysville Insurance Company, ... State Tracking Number:
 Company Tracking Number: UMB ROUND 2
 TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0020 Commercial Umbrella & Excess
 Product Name: UMB Round 2
 Project Name/Number: UMB/08/30/2011

 Harleysville Worcester Insurance Company CoCode: 26182 State of Domicile: Pennsylvania
 355 Maple Avenue Group Code: 253 Company Type:
 Harleysville, PA 19438 Group Name: State ID Number:
 (215) 256-5000 ext. [Phone] FEIN Number: 04-1989660

Filing Fees

Fee Required? Yes
 Fee Amount: \$900.00
 Retaliatory? No
 Fee Explanation: \$150 x 4 cos = \$600
 \$75 x 4 cos = \$300
 Per Company: Yes

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Harleysville Insurance Company	\$225.00	10/13/2011	52797078
Harleysville Mutual Insurance Company	\$225.00	10/13/2011	52797079
Harleysville Preferred Insurance Company	\$225.00	10/13/2011	52797080
Harleysville Worcester Insurance Company	\$225.00	10/13/2011	52797081

State Specific

- 1.) All Lines: Please indicate a.) the number of jurisdictions in which the submitted materials have been submitted, b.) the number of any approvals and disapprovals yet received, and c.) the reasons for any disapprovals.: 25, no approvals or disapprovals, all filed simultaneously.
- 2.) Property/Casualty: If this filing contains endorsements, please advise if they are mandatory at issue, issued at the company's discretion, or elected by the applicant/insured. If issued at the company's discretion, please include on the Rate/Rule Schedule a copy of the manual pages governing the use of each endorsement. If elected by the applicant/insured, please describe here how the applicant/insured is advised of the option to elect or decline each endorsement.: All are Optional - Our company is represented by licensed independent agents who assist our insureds with decisions regarding their insurance needs.
- 3.) Property/Casualty: If this filing has been made to non-adopt, or delay the adoption of, a rating organization's filing, please indicate here a.) the designation number of the rating organization's filing, and b.) what the company intends to use instead of that filing, with the date it was placed on file by the Division.: n/a
- 4.) Life/Annuity: Please indicate the marketing purpose of any forms submitted that have been developed for use in

<i>SERFF Tracking Number:</i>	<i>HRLV-127392119</i>	<i>State:</i>	<i>Massachusetts</i>
<i>First Filing Company:</i>	<i>Harleysville Insurance Company, ...</i>	<i>State Tracking Number:</i>	
<i>Company Tracking Number:</i>	<i>UMB ROUND 2</i>		
<i>TOI:</i>	<i>17.0 Other Liability-Occ/Claims Made</i>	<i>Sub-TOI:</i>	<i>17.0020 Commercial Umbrella & Excess</i>
<i>Product Name:</i>	<i>UMB Round 2</i>		
<i>Project Name/Number:</i>	<i>UMB/08/30/2011</i>		

specific markets.: n/a

SERFF Tracking Number:	HRLV-127392119	State:	Massachusetts
First Filing Company:	Harleysville Insurance Company, ...	State Tracking Number:	
Company Tracking Number:	UMB ROUND 2		
TOI:	17.0 Other Liability-Occ/Claims Made	Sub-TOI:	17.0020 Commercial Umbrella & Excess
Product Name:	UMB Round 2		
Project Name/Number:	UMB/08/30/2011		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Placed on File	Conrad Ciszek	11/17/2011	11/17/2011

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
SERFF Tracking Number: HRLV-127392119	Note To Filer	Carla Kelton	10/14/2011	10/14/2011

SERFF Tracking Number:	HRLV-127392119	State:	Massachusetts
First Filing Company:	Harleysville Insurance Company, ...	State Tracking Number:	
Company Tracking Number:	UMB ROUND 2		
TOI:	17.0 Other Liability-Occ/Claims Made	Sub-TOI:	17.0020 Commercial Umbrella & Excess
Product Name:	UMB Round 2		
Project Name/Number:	UMB/08/30/2011		

Disposition

Disposition Date: 11/17/2011
Effective Date (New): 04/01/2012
Effective Date (Renewal): 04/01/2012
Status: Placed on File
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: HRLV-127392119 State: Massachusetts

First Filing Company: Harleysville Insurance Company, ... State Tracking Number:

Company Tracking Number: UMB ROUND 2

TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0020 Commercial Umbrella & Excess

Product Name: UMB Round 2

Project Name/Number: UMB/08/30/2011

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Annotated Comparison		Yes
Supporting Document	Certification of Compliance Form		Yes
Supporting Document	Checklist(s)		Yes
Supporting Document	Form Utilization List		Yes
Supporting Document	Letter of Authorization		Yes
Supporting Document	Loss Cost Adoption		Yes
Supporting Document	Rate Deviation Abstract Form		Yes
Supporting Document	Rate Filing Abstract		Yes
Supporting Document	Statement of Variability		Yes
Form	Additional Insured – Other Insurance		Yes
	Amendment		
Form	Blanket Additional Insured – Other		Yes
	Insurance Amendment		
Form	Amendment of Personal and Advertising		Yes
	Injury Coverage		
Form	Printers Errors and Omissions Liability		Yes
Rate	manual pages		Yes

SERFF Tracking Number: *HRLV-127392119* *State:* *Massachusetts*
First Filing Company: *Harleysville Insurance Company, ...* *State Tracking Number:*
Company Tracking Number: *UMB ROUND 2*
TOI: *17.0 Other Liability-Occ/Claims Made* *Sub-TOI:* *17.0020 Commercial Umbrella & Excess*
Product Name: *UMB Round 2*
Project Name/Number: *UMB/08/30/2011*

Note To Filer

Created By:

Carla Kelton on 10/14/2011 10:34 AM

Last Edited By:

Conrad Ciszek

Submitted On:

11/17/2011 01:20 PM

Subject:

SERFF Tracking Number: HRLV-127392119

Comments:

Thank you for your filing submission. Your filing is now assigned to an analyst for review. Our goal is to have your filing under our review for no more than 60 days.

SERFF Tracking Number: HRLV-127392119 State: Massachusetts

First Filing Company: Harleysville Insurance Company, ... State Tracking Number:

Company Tracking Number: UMB ROUND 2

TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0020 Commercial Umbrella & Excess

Product Name: UMB Round 2

Project Name/Number: UMB/08/30/2011

Form Schedule

Schedule Item Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
	Additional Insured – Other Insurance Amendment	CU-7205	12-10	Endorsement/Amendment/Conditions	New	0.000	CU-7205 (Ed. 12-10).pdf
	Blanket Additional Insured – Other Insurance Amendment	CU-7206	12-10	Endorsement/Amendment/Conditions	New	0.000	CU-7206 (Ed. 12-10).pdf
	Amendment of Personal and Advertising Injury Coverage	CU-7208	05-11	Endorsement/Amendment/Conditions	New	0.000	CU-7208 (Ed. 5-11).pdf
	Printers Errors and Omissions Liability	CU-7209	07-11	Endorsement/Amendment/Conditions	New	0.000	CU-7209 (Ed. 7-11).pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OTHER INSURANCE AMENDMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

Schedule

Designated person or organization:

Solely for the purposes of providing coverage to the person or organization named in the Schedule above which qualifies as an additional insured pursuant to paragraph 3. of **SECTION II – WHO IS AN INSURED**, paragraph 5. **Other Insurance** of **SECTION IV – CONDITIONS** is amended to add:

5. Other Insurance

- c. If specifically required by a written contract or agreement, any coverage provided to a person or organization that qualifies as an additional insured under paragraph 3. of **SECTION II – WHO IS AN INSURED** and named in the Schedule above shall be primary and any other valid and collectible insurance available to this additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to this additional insured whether primary, excess, contingent or on any other basis. This condition does not apply to insurance purchased specifically to apply in excess of this insurance. When this insurance is excess, the provisions of paragraph 5.b. above apply.

Even if the requirements of the above paragraph are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement or by "underlying insurance".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – OTHER INSURANCE AMENDMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

Solely for the purposes of providing coverage to a person or organization which qualifies as an additional insured pursuant to paragraph 3. of **SECTION II – WHO IS AN INSURED**, paragraph 5. **Other Insurance** of **SECTION IV – CONDITIONS** is amended to add:

5. Other Insurance

- c. If specifically required by a written contract or agreement, any coverage provided to a person or organization that qualifies as an additional insured under paragraph 3. of **SECTION II – WHO IS AN INSURED** shall be primary and any other valid and collectible insurance available to this additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to this additional insured whether primary, excess, contingent or on any other basis. This condition does not apply to insurance purchased specifically to apply in excess of this insurance. When this insurance is excess, the provisions of paragraph 5.b. above apply.

Even if the requirements of the above paragraph are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement or by "underlying insurance".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF PERSONAL AND ADVERTISING INJURY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

1. COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY is amended to:

COVERAGE B ADVERTISING INJURY LIABILITY

The Coverage afforded by **Coverage B** of the **Commercial Liability Umbrella Coverage Part** is limited to coverage for those offenses set forth in the definition of "advertising injury" as provided by paragraph **2.** of this endorsement.

2. SECTION V – DEFINITIONS, 14. "personal and advertising injury" is replaced in its entirety by:

14. "Advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- b. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- c. The use of another's advertising idea in your "advertisement"; or
- d. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

3. All references to "personal and advertising injury" in all of the coverage forms and endorsements of this policy are deleted and replaced by "advertising injury".

All of the other terms and conditions of your policy continue to apply as amended by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRINTERS ERRORS AND OMISSIONS LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

A. The following is added to SECTION I – COVERAGES:

COVERAGE – PRINTERS ERRORS AND OMISSIONS LIABILITY

1. Insuring Agreement

- a. We will pay on behalf of the insured the “ultimate net loss” in excess of the “retained limit” because of “damages” arising out of your “printing services” to which this insurance applies.

Coverage is only afforded under this endorsement and we will only pay for “damages” in excess of the “retained limit” arising out of your “printing services” only if coverage is provided for “damages” within the “retained limit” by “underlying insurance”, or would have been provided but for the exhaustion of the limits of such “underlying insurance”, provided by way of a Printers and Omissions Liability coverage endorsement, BP 08 04, BP 08 53, CG-7264, CG-7266, CG-7270, that is issued by us or another one of our affiliated companies. The Printers Errors and Omissions Liability coverage provided by this endorsement will follow the provisions, exclusions, definitions and limitations of such “underlying insurance” unless those provisions, exclusions and limitations are further amended by this endorsement.

We will have the right and duty to defend the insured against any “suit” seeking “damages”, when the limits of “underlying insurance” have been exhausted. However, we will have no duty to defend the insured against any “suit” seeking “damages” to which this insurance does not apply. But:

- (1) The amount we will pay for the “ultimate net loss” is limited as described in Paragraph **C. (Section III – Limits of Insurance)**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A, B** and **Printers Errors and Omissions Liability**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments – Coverage A, B** and **Printers Errors and Omissions Liability**.

- b. This insurance only applies to “damages” caused by an insured’s errors, omissions or negligent acts arising out of your “printing services” but only if these errors, omissions or negligent acts were committed in the “coverage territory” during the policy period or are so deemed to be committed during the policy period pursuant to Paragraph **C.2.** of this endorsement.

2. Exclusions

Solely for the purposes of coverage provided by Section **A.1.** above, the following exclusion is added to this coverage:

This insurance does not apply to:

Correction of work coverage:

“Damages” arising out of any reimbursement of costs of shipping, recovery, reprinting or printing materials caused by a physical defect or error in printing or in the cost of additional services performed or materials used to correct deficiencies or errors in the original “printing services” performed for others.

B. Solely for the purpose 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 **Printers Errors and Omissions Liability**.
2. Paragraphs **1.b.** and **3.** of the **Supplementary Payments** provision do not apply.

C. Section III – Limits of Insurance is amended as follows:

1. Paragraph **2.** is deleted in its entirety and replaced with the following:
2. The Aggregate Limit is the most we will pay for the sum of all “ultimate net loss” under:
 - a. Coverage **A**, except “ultimate net loss” because of “bodily injury” or “property damage” arising out of the ownership, maintenance or use of a “covered auto”;
 - b. Coverage **B**;
 - c. Printers Errors and Omissions Liability; and
 - d. Any other coverage added by way of endorsement that is subject to the Aggregate Limit.

2. Paragraph 3. is deleted in its entirety and replaced with the following:
 3. Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay for the sum of all “ultimate net loss” under Coverage A because of all “bodily injury” and “property damage” arising out of any one “occurrence” and all “ultimate net loss” under Printers Errors and Omissions Liability because of all “damages” arising out of any error, omission or negligent act, including all related errors, omissions and negligent acts by an insured in providing “printing services”. All “damages” based upon a series of related errors, omissions or negligent acts by an insured will be deemed to have occurred when the first error, omission or negligent act of that series occurred; will be considered one loss; and be subject to the Each Occurrence Limit.
3. Paragraph 5. is deleted in its entirety and replaced with the following:
 5. If there is “underlying insurance” with a policy period that is non-concurrent with the policy period of this Commercial Liability Umbrella Coverage Part, the “retained limit(s)” will only be reduced or exhausted by payments for:
 - a. “Bodily injury” or “property damage” which occurs during the policy period of this Coverage Part; or
 - b. “Personal and advertising injury” for offenses that are committed during the policy period of this Coverage Part; or
 - c. Printers Errors and Omissions Liability for errors, omissions or negligent acts that occur during the policy period, or are so deemed to have occurred during the policy period of this Coverage Part.

However, if any “underlying insurance” is written on a claims-made basis, the “retained limit(s)” will only be reduced or exhausted by claims for that insurance that are made during the policy period, or any Extended Reporting Period of this Coverage Part.

- D. For the purposes of the coverage provided by this endorsement, Condition 3. of **Section IV –Conditions** is replaced by the following:

3. Duties in The Event Of An Error, Omission Or Negligent Act Or Claim Or “Suit”

- a. You must see to it that we are notified as soon as practicable of an error, omission or negligent act, regardless of the amount, which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the error, omission or negligent act took place; and
 - (2) The names and addresses of anyone who may suffer “damages” as a result of the error, omission or negligent act.
- b. If a claim is made or “suit” is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or “suit” and the date received; and
 - (2) Notify us as soon as practicable.You must see to it that we receive written notice of the claim or “suit” as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or “suit”;
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the “suits”; 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 error, omission or negligent act to which this insurance may also apply.
- d. No insured will, except at that insured’s own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

E. Definitions

When used in this endorsement, the following terms have the following meanings:

“Damages” means compensable economic injury. “Damages” do not include civil penalties, fines or assessments, punitive damages, multiplied damages or exemplary damages, or damages arising out of “bodily injury”, “property damage” or “personal and advertising injury”. “Damages” also do not include the cost and expense of complying with any injunctive, non-pecuniary or other form of equitable relief.

“Printing Services” include, but are not limited to, activities involved in “your work” to produce or reproduce a product in printed form. It includes activities and mechanical processes, commonly employed by the printing industry but does not include any “publishing function”.

“Publishing function” means the creation of text and content of printed materials.

SERFF Tracking Number:	HRLV-127392119	State:	Massachusetts
First Filing Company:	Harleysville Insurance Company, ...	State Tracking Number:	
Company Tracking Number:	UMB ROUND 2		
TOI:	17.0 Other Liability-Occ/Claims Made	Sub-TOI:	17.0020 Commercial Umbrella & Excess
Product Name:	UMB Round 2		
Project Name/Number:	UMB/08/30/2011		

Rate/Rule Schedule

Schedule Item	Exhibit Name:	Rule # or Page	Rate Action	Previous State Filing Attachments
Status:		#:		Number:
	manual pages	(MA) CU-HE-4 & Replacement 5, April 2012		(MA) CU-HE-4, placed MA UMB Exception on file 8/19/2011, pagss.pdf SERFF #HRLV- 127288157 & (MA) CU-HE-5, no state tracking number, SERFF #HRLV- 126783767, placed on file 9-22-10

Massachusetts Rate and Rule Exceptions (continued)

25. DESCRIPTION OF ADDITIONAL OPTIONAL ENDORSEMENTS (continued)

CU-7164, Human Services Professional Liability Amendment to Professional Services Exclusion, is available for use with the Commercial Liability Umbrella policy as an optional form to provide occurrence or claims-made based professional liability for social services insureds.

CU-7165, Human Services Professional Liability Amendment to Professional Services Exclusion, with Sublimited Limits is available for use with the Commercial Liability Umbrella policy as an optional form to provide occurrence or claims-made professional liability for social services insureds on a sublimited basis.

CU-7168, Human Services Abuse or Molestation Exclusion with Special Coverage Exception, is available for use with the Commercial Liability Umbrella policy as an optional form to provide occurrence or claims-made based abuse or molestation liability for social services insureds.

CU-7169, Human Services Abuse or Molestation Exclusion with Special Coverage Exception and Sublimited Limits, is available for use with the Commercial Liability Umbrella policy as an optional form to provide occurrence or claims-made abuse or molestation liability for social services insureds on a sublimited basis.

* CU-7205, Additional Insured – Other Insurance Amendment, is available for use with the Commercial Liability Umbrella policy as an optional form. This form amends the Other Insurance Condition to provide primary and non-contributory coverage for the designated person or organization listed in the Schedule of the form. There is no premium associated with this endorsement.

* CU-7206, Blanket Additional Insured – Other Insurance Amendments, is available for use with the Commercial Liability Umbrella policy as an optional form. This form amends the Other Insurance Condition to provide primary and non-contributory coverage for any person or organization which qualifies as an additional insured on the policy. There is no premium associated with this endorsement.

* CU-7208, Amendment of Personal and Advertising Injury Coverage is an optional endorsement that amends the Commercial Liability Umbrella policy. It amends Coverage B to provide Advertising Injury Liability without providing Personal Injury. There is no premium associated with this endorsement.

* CU-7209, Printers Errors and Omissions Liability, is an optional endorsement that amends the Commercial Liability Umbrella policy. It provides errors and omissions coverage and coordinates with the underlying policy coverage.

IL-7185, Notice of Cancellation and Nonrenewal for Designated Person or Organization, is available for use with the Commercial Liability Umbrella policy as an optional endorsement to provide notice of cancellation or nonrenewal to the person or entity listed on the schedule of the endorsement.

28. SPECIAL RULE FOR INDIVIDUAL RISK SITUATIONS

A Refer to Company

3. Where a risk is reinsured on a facultative basis, the following rating procedure is available for the determination of the applicable premium:

- a. The rating approach in Rule 39 shall apply to the portion of the limits of liability retained by the company.
- b. For limits of liability obtained by means of facultative reinsurance, the premium shall be the facultative cost for such insurance increased by a charge up to but not exceeding 50%.

39. PREMIUM DETERMINATION

Rule 39 is replaced in its entirety by the following:

COMMERCIAL UMBRELLA RATING PROCEDURE:

There are two separate Commercial Umbrella programs being offered in paragraphs A. and B. below:

A. RAPID RATE COMMERCIAL UMBRELLA:

The Rapid Rate Commercial Umbrella program offers either a \$1,000,000, \$2,000,000 or \$3,000,000 umbrella layer over specifically identified Harleysville underlying policies.

1. ELIGIBILITY:

- a. The underlying general liability must be written by a Harleysville BOP policy and the underlying automobile liability must be written by a Harleysville automobile policy. The underlying employers liability can be written by another insurance company.

Massachusetts Rate and Rule Exceptions (continued)

39. PREMIUM DETERMINATION (continued)

- b. Minimum acceptable underlying limits for Rapid Rate are:
 - BOP \$1,000,000/\$2,000,000
 - Automobile \$1,000,000
 - Employers liability \$100/\$100/\$500,000
- c. The combined underlying manual auto liability and general liability premium must be \$10,000 or less.
- d. A \$0 SIR applies.

2. PREMIUM CHARGES:

- a. \$1,000,000 LAYER – \$500 FLAT ANNUAL PREMIUM CHARGE
- b. \$2,000,000 LAYER – \$450 FLAT ANNUAL PREMIUM CHARGE (Add \$500 and \$450 to rate a policy with a \$2,000,000 limit)
- c. \$3,000,000 LAYER – \$450 FLAT ANNUAL PREMIUM CHARGE (Add \$500, \$450 and \$450 to rate a policy with a \$3,000,000 limit).
- d. These premium charges are an annual charge and are not subject to any rating modification (i.e., schedule credits) or minimum premiums, however, they are subject to pro rata and short rate cancellations provisions.

B. COMMERCIAL UMBRELLA RATING PROCEDURE:

All other types of insureds not eligible for the Rapid Rate umbrella program are eligible for coverage rated as follows:

- 1. The following rating procedure for a \$1,000,000 Umbrella limit represents a percentage of the manual underlying premiums at acceptable limits. Minimum acceptable underlying limits are:

GL or BOP	\$1,000,000/\$2,000,000
Automobile	\$1,000,000
Employers liability	\$100/\$100/\$500,000

- a. Determine the appropriate manual underlying premium for each general liability and automobile coverage other than those coverages under 2. below which are separately rated. Manual premiums include company deviations and package modifications; but do not include schedule/experience rating plan credits or debits.
- b. Calculate the umbrella premiums for each type of coverage using the excess factor chart in the **Appendix**.
Note: Where appropriate, premiums for particular coverages can be broken down by classification (e.g., Light vs. Heavy vehicles, ILF Table 1 vs. Table 3 classifications).
- c. Business Owners and Wholesale Business Owners: If an underlying policy is a Business Owners Policy or Wholesale Business Owners Policy, use 35% of the Business Owner's manual policy premium multiplied by the Business Owners excess factors.
- d. StarAdvantage Businessowners Policy: Use 100% of the manual liability premium multiplied by the Business Owners Liability Excess Factor.
- e. Contractors Business Owners Policy – use 100% of the manual liability premium multiplied by the Business Owners excess factors.
- f. Deluxe Garage Owners Policy – use 100% of the manual policy premium multiplied by the "All Other Risks" automobile liability excess factors.
- g. For each type of coverage, evaluate the Catastrophe loss exposure potential, then adjust that umbrella premium using the judgment factor chart in the **Appendix**. The application of a judgment factor is optional.

- 2. If Professional Liability, Directors and Officers, Errors and Omissions or other miscellaneous exposures exist, additional charges must be added to the Commercial Umbrella Liability premium. Calculate miscellaneous professional premium for the following classes, add them to the first \$1,000,000 premium, then determine if minimum umbrella premiums apply.

<u>Class</u>	<u>Minimum Underlying</u>	<u>Minimum Premium</u>
Automobile Contingent Liability (auto leasing)	\$1,000,000/\$2,000,000	\$12-\$15 per auto if less than 25 units \$7-\$10 per auto if 25 or more units*
Barbers & Beauticians Professional Liability	\$1,000,000/\$2,000,000	\$25 per barber/beautician; \$100 minimum

SERFF Tracking Number:	HRLV-127392119	State:	Massachusetts
First Filing Company:	Harleysville Insurance Company, ...	State Tracking Number:	
Company Tracking Number:	UMB ROUND 2		
TOI:	17.0 Other Liability-Occ/Claims Made	Sub-TOI:	17.0020 Commercial Umbrella & Excess
Product Name:	UMB Round 2		
Project Name/Number:	UMB/08/30/2011		

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Annotated Comparison		
Comments:			
Attachment:			
Comparison.pdf			
		Item Status:	Status Date:
Satisfied - Item:	Certification of Compliance Form		
Comments:			
Attachment:			
Compliance of Certification 1 11.pdf			
		Item Status:	Status Date:
Satisfied - Item:	Checklist(s)		
Comments:			
Attachment:			
PropAndCas2010.pdf			
		Item Status:	Status Date:
Satisfied - Item:	Form Utilization List		
Comments:			
Attachment:			
Ulitization Form.pdf			
		Item Status:	Status Date:
Bypassed - Item:	Letter of Authorization		
Bypass Reason:	n/a		

SERFF Tracking Number: HRLV-127392119 State: Massachusetts
First Filing Company: Harleysville Insurance Company, ... State Tracking Number:
Company Tracking Number: UMB ROUND 2
TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0020 Commercial Umbrella & Excess
Product Name: UMB Round 2
Project Name/Number: UMB/08/30/2011

Comments:

	Item Status:	Status Date:
Bypassed - Item: Loss Cost Adoption		
Bypass Reason: n/a - this is a rule filing.		
Comments:		

	Item Status:	Status Date:
Bypassed - Item: Rate Deviation Abstract Form		
Bypass Reason: n/a - this is a rule filing.		
Comments:		

	Item Status:	Status Date:
Bypassed - Item: Rate Filing Abstract		
Bypass Reason: n/a - this is a rule filing.		
Comments:		

	Item Status:	Status Date:
Bypassed - Item: Statement of Variability		
Bypass Reason: n/a - this is a rule filing.		
Comments:		

Text Comparison

Documents Compared

MA UMB Exception pages OLD.pdf

MA UMB Exception pagss.pdf

Summary

201 word(s) added

13 word(s) deleted

3875 word(s) matched

9 block(s) matched

To see where the changes are, scroll down.

**HARLEYSVILLE INSURANCE COMPANY
HARLEYSVILLE MUTUAL INSURANCE COMPANY
HARLEYSVILLE PREFERRED INSURANCE COMPANY
HARLEYSVILLE WORCESTER INSURANCE COMPANY**

**COMMERCIAL LINES MANUAL
DIVISION THIRTEEN – COMMERCIAL
LIABILITY UMBRELLA**

Massachusetts Rate and Rule Exceptions (continued)

25. DESCRIPTION OF ADDITIONAL OPTIONAL ENDORSEMENTS (continued)

CU-7164, Human Services Professional Liability Amendment to Professional Services Exclusion, is available for use with the Commercial Liability Umbrella policy as an optional form to provide occurrence or claims-made based professional liability for social services insureds.

CU-7165, Human Services Professional Liability Amendment to Professional Services Exclusion, with Sublimited Limits is available for use with the Commercial Liability Umbrella policy as an optional form to provide occurrence or claims-made professional liability for social services insureds on a sublimited basis.

CU-7168, Human Services Abuse or Molestation Exclusion with Special Coverage Exception, is available for use with the Commercial Liability Umbrella policy as an optional form to provide occurrence or claims-made based abuse or molestation liability for social services insureds.

CU-7169, Human Services Abuse or Molestation Exclusion with Special Coverage Exception and Sublimited Limits, is available for use with the Commercial Liability Umbrella policy as an optional form to provide occurrence or claims-made abuse or molestation liability for social services insureds on a sublimited basis.

IL-7185, Notice of Cancellation and Nonrenewal for Designated Person or Organization, is available for use with the Commercial Liability Umbrella policy as an optional endorsement to provide notice of cancellation or nonrenewal to the person or entity listed on the schedule of the endorsement.

28. SPECIAL RULE FOR INDIVIDUAL RISK SITUATIONS

A Refer to Company

3. Where a risk is reinsured on a facultative basis, the following rating procedure is available for the determination of the applicable premium:

- a. The rating approach in Rule 39 shall apply to the portion of the limits of liability retained by the company.
- b. For limits of liability obtained by means of facultative reinsurance, the premium shall be the facultative cost for such insurance increased by a charge up to but not exceeding 50%.

39. PREMIUM DETERMINATION

Rule 39 is replaced in its entirety by the following:

COMMERCIAL UMBRELLA RATING PROCEDURE:

There are two separate Commercial Umbrella programs being offered in paragraphs A. and B. below:

A. RAPID RATE COMMERCIAL UMBRELLA:

The Rapid Rate Commercial Umbrella program offers either a \$1,000,000, \$2,000,000 or \$3,000,000 umbrella layer over specifically identified Harleysville underlying policies.

1. ELIGIBILITY:

- a. The underlying general liability must be written by a Harleysville BOP policy and the underlying automobile liability must be written by a Harleysville automobile policy. The underlying employers liability can be written by another insurance company.
- b. Minimum acceptable underlying limits for Rapid Rate are:

BOP	\$1,000,000/\$2,000,000
Automobile	\$1,000,000
Employers liability	\$100/\$100/\$500,000
- c. The combined underlying manual auto liability and general liability premium must be \$10,000 or less.
- d. A \$0 SIR applies.

2. PREMIUM CHARGES:

- a. \$1,000,000 LAYER – \$500 FLAT ANNUAL PREMIUM CHARGE
- b. \$2,000,000 LAYER – \$450 FLAT ANNUAL PREMIUM CHARGE (Add \$500 and \$450 to rate a policy with a \$2,000,000 limit)
- c. \$3,000,000 LAYER – \$450 FLAT ANNUAL PREMIUM CHARGE (Add \$500, \$450 and \$450 to rate a policy with a \$3,000,000 limit).
- d. These premium charges are an annual charge and are not subject to any rating modification (i.e., schedule credits) or minimum premiums, however, they are subject to pro rata and short rate cancellations provisions.

**HARLEYSVILLE INSURANCE COMPANY
HARLEYSVILLE MUTUAL INSURANCE COMPANY
HARLEYSVILLE PREFERRED INSURANCE COMPANY
HARLEYSVILLE WORCESTER INSURANCE COMPANY**

**COMMERCIAL LINES MANUAL
DIVISION THIRTEEN – COMMERCIAL
LIABILITY UMBRELLA**

Massachusetts Rate and Rule Exceptions (continued)

25. DESCRIPTION OF ADDITIONAL OPTIONAL ENDORSEMENTS (continued)

CU-7164, Human Services Professional Liability Amendment to Professional Services Exclusion, is available for use with the Commercial Liability Umbrella policy as an optional form to provide occurrence or claims-made based professional liability for social services insureds.

CU-7165, Human Services Professional Liability Amendment to Professional Services Exclusion, with Sublimited Limits is available for use with the Commercial Liability Umbrella policy as an optional form to provide occurrence or claims-made professional liability for social services insureds on a sublimited basis.

CU-7168, Human Services Abuse or Molestation Exclusion with Special Coverage Exception, is available for use with the Commercial Liability Umbrella policy as an optional form to provide occurrence or claims-made based abuse or molestation liability for social services insureds.

CU-7169, Human Services Abuse or Molestation Exclusion with Special Coverage Exception and Sublimited Limits, is available for use with the Commercial Liability Umbrella policy as an optional form to provide occurrence or claims-made abuse or molestation liability for social services insureds on a sublimited basis.

* CU-7205 Additional Insured – Other Insurance Amendment is available for use with the Commercial Liability Umbrella policy as an optional form. This form amends the Other Insurance Condition to provide primary and non-contributory coverage for the designated person or organization listed in the Schedule of the form. There is no premium associated with this endorsement.

* CU-7206 Blanket Additional Insured – Other Insurance Amendments is available for use with the Commercial Liability Umbrella policy as an optional form. This form amends the Other Insurance Condition to provide primary and non-contributory coverage for any person or organization which qualifies as an additional insured on the policy. There is no premium associated with this endorsement.

* CU-7208 Amendment of Personal and Advertising Injury Coverage is an optional endorsement that amends the Commercial Liability Umbrella policy. It amends Coverage B to provide Advertising Injury liability without providing Personal Injury. There is no premium associated with this endorsement.

* CU-7209 Printers Errors and Omissions Liability is an optional endorsement that amends the Commercial Liability Umbrella policy. It provides errors and omissions coverage and coordinates with the underlying policy coverage.

IL-7185, Notice of Cancellation and Nonrenewal for Designated Person or Organization, is available for use with the Commercial Liability Umbrella policy as an optional endorsement to provide notice of cancellation or nonrenewal to the person or entity listed on the schedule of the endorsement.

28. SPECIAL RULE FOR INDIVIDUAL RISK SITUATIONS

A Refer to Company

3. Where a risk is reinsured on a facultative basis, the following rating procedure is available for the determination of the applicable premium:

- a. The rating approach in Rule 39 shall apply to the portion of the limits of liability retained by the company.
- b. For limits of liability obtained by means of facultative reinsurance, the premium shall be the facultative cost for such insurance increased by a charge up to but not exceeding 50%.

39. PREMIUM DETERMINATION

Rule 39 is replaced in its entirety by the following:

COMMERCIAL UMBRELLA RATING PROCEDURE:

There are two separate Commercial Umbrella programs being offered in paragraphs A. and B. below:

A. RAPID RATE COMMERCIAL UMBRELLA:

The Rapid Rate Commercial Umbrella program offers either a \$1,000,000, \$2,000,000 or \$3,000,000 umbrella layer over specifically identified Harleysville underlying policies.

1. ELIGIBILITY:

- a. The underlying general liability must be written by a Harleysville BOP policy and the underlying automobile liability must be written by a Harleysville automobile policy. The underlying employers liability can be written by another insurance company.

**HARLEYSVILLE INSURANCE COMPANY
HARLEYSVILLE MUTUAL INSURANCE COMPANY
HARLEYSVILLE PREFERRED INSURANCE COMPANY
HARLEYSVILLE WORCESTER INSURANCE COMPANY**

**COMMERCIAL LINES MANUAL
DIVISION THIRTEEN – COMMERCIAL
LIABILITY UMBRELLA**

Massachusetts Rate and Rule Exceptions (continued)

~~39. PREMIUM DETERMINATION (continued)~~

B. COMMERCIAL UMBRELLA RATING PROCEDURE:

All other types of insureds not eligible for the Rapid Rate umbrella program are eligible for coverage rated as follows:

1. The following rating procedure for a \$1,000,000 Umbrella limit represents a percentage of the manual underlying premiums at acceptable limits. Minimum acceptable underlying limits are:

GL or BOP	\$1,000,000/\$2,000,000
Automobile	\$1,000,000
Employers liability	\$100/\$100/\$500,000

- a. Determine the appropriate manual underlying premium for each general liability and automobile coverage other than those coverages under 2. below which are separately rated. Manual premiums include company deviations and package modifications; but do not include schedule/experience rating plan credits or debits.

- b. Calculate the umbrella premiums for each type of coverage using the excess factor chart in the **Appendix**.

Note: Where appropriate, premiums for particular coverages can be broken down by classification (e.g., Light vs. Heavy vehicles, ILF Table 1 vs. Table 3 classifications).

- c. Business Owners and Wholesale Business Owners: If an underlying policy is a Business Owners Policy or Wholesale Business Owners Policy, use 35% of the Business Owner's manual policy premium multiplied by the Business Owners excess factors.
- d. StarAdvantage Businessowners Policy: Use 100% of the manual liability premium multiplied by the Business Owners Liability Excess Factor.
- e. Contractors Business Owners Policy – use 100% of the manual liability premium multiplied by the Business Owners excess factors.
- f. Deluxe Garage Owners Policy – use 100% of the manual policy premium multiplied by the "All Other Risks" automobile liability excess factors.
- g. For each type of coverage, evaluate the Catastrophe loss exposure potential, then adjust that umbrella premium using the judgment factor chart in the **Appendix**. The application of a judgment factor is optional.

2. If Professional Liability, Directors and Officers, Errors and Omissions or other miscellaneous exposures exist, additional charges must be added to the Commercial Umbrella Liability premium. Calculate miscellaneous professional premium for the following classes, add them to the first \$1,000,000 premium, then determine if minimum umbrella premiums apply.

<u>Class</u>	<u>Minimum Underlying</u>	<u>Minimum Premium</u>
Automobile Contingent Liability (auto leasing)	\$1,000,000/\$2,000,000	\$12-\$15 per auto if less than 25 units \$7-\$10 per auto if 25 or more units*
Barbers & Beauticians Professional Liability	\$1,000,000/\$2,000,000	\$25 per barber/beautician; \$100 minimum

**HARLEYSVILLE INSURANCE COMPANY
HARLEYSVILLE MUTUAL INSURANCE COMPANY
HARLEYSVILLE PREFERRED INSURANCE COMPANY
HARLEYSVILLE WORCESTER INSURANCE COMPANY**

**COMMERCIAL LINES MANUAL
DIVISION THIRTEEN – COMMERCIAL
LIABILITY UMBRELLA**

Massachusetts Rate and Rule Exceptions (continued)

39. PREMIUM DETERMINATION (continued)

- b. Minimum acceptable underlying limits for Rapid Rate are:

BOP	\$1,000,000/\$2,000,000
Automobile	\$1,000,000
Employers liability	\$100/\$100/\$500,000
- c. The combined underlying manual auto liability and general liability premium must be \$10,000 or less.
- d. A \$0 SIR applies.

2. PREMIUM CHARGES:

- a. \$1,000,000 LAYER – \$500 FLAT ANNUAL PREMIUM CHARGE
- b. \$2,000,000 LAYER – \$450 FLAT ANNUAL PREMIUM CHARGE (Add \$500 and \$450 to rate a policy with a \$2,000,000 limit)
- c. \$3,000,000 LAYER – \$450 FLAT ANNUAL PREMIUM CHARGE (Add \$500, \$450 and \$450 to rate a policy with a \$3,000,000 limit).
- d. These premium charges are an annual charge and are not subject to any rating modification (i.e., schedule credits) or minimum premiums, however, they are subject to pro rata and short rate cancellations provisions.

B. COMMERCIAL UMBRELLA RATING PROCEDURE:

All other types of insureds not eligible for the Rapid Rate umbrella program are eligible for coverage rated as follows:

1. The following rating procedure for a \$1,000,000 Umbrella limit represents a percentage of the manual underlying premiums at acceptable limits. Minimum acceptable underlying limits are:

GL or BOP	\$1,000,000/\$2,000,000
Automobile	\$1,000,000
Employers liability	\$100/\$100/\$500,000

 - a. Determine the appropriate manual underlying premium for each general liability and automobile coverage other than those coverages under 2. below which are separately rated. Manual premiums include company deviations and package modifications; but do not include schedule/experience rating plan credits or debits.
 - b. Calculate the umbrella premiums for each type of coverage using the excess factor chart in the **Appendix**.

Note: Where appropriate, premiums for particular coverages can be broken down by classification (e.g., Light vs. Heavy vehicles, ILF Table 1 vs. Table 3 classifications).
 - c. Business Owners and Wholesale Business Owners: If an underlying policy is a Business Owners Policy or Wholesale Business Owners Policy, use 35% of the Business Owner's manual policy premium multiplied by the Business Owners excess factors.
 - d. StarAdvantage Businessowners Policy: Use 100% of the manual liability premium multiplied by the Business Owners Liability Excess Factor.
 - e. Contractors Business Owners Policy – use 100% of the manual liability premium multiplied by the Business Owners excess factors.
 - f. Deluxe Garage Owners Policy – use 100% of the manual policy premium multiplied by the "All Other Risks" automobile liability excess factors.
 - g. For each type of coverage, evaluate the Catastrophe loss exposure potential, then adjust that umbrella premium using the judgment factor chart in the **Appendix**. The application of a judgment factor is optional.
2. If Professional Liability, Directors and Officers, Errors and Omissions or other miscellaneous exposures exist, additional charges must be added to the Commercial Umbrella Liability premium. Calculate miscellaneous professional premium for the following classes, add them to the first \$1,000,000 premium, then determine if minimum umbrella premiums apply.

<u>Class</u>	<u>Minimum Underlying</u>	<u>Minimum Premium</u>
Automobile Contingent Liability (auto leasing)	\$1,000,000/\$2,000,000	\$12-\$15 per auto if less than 25 units \$7-\$10 per auto if 25 or more units*
Barbers & Beauticians Professional Liability	\$1,000,000/\$2,000,000	\$25 per barber/beautician; \$100 minimum

MASSACHUSETTS DIVISION OF INSURANCE

CERTIFICATION OF COMPLIANCE

Harleysville Worcester Insurance Company, Harleysville Mutual Insurance Company, Harleysvi

(Please enter the corporate name of the First Filing Company, hereinafter referred to as "the Filing Entity.")

UMB ROUND 2

(Please enter the Company Tracking Number or SERFF Tracking Number, hereinafter referred to as "the Filing.")

I, David K. Bond, VP, Small Market, CL Underwriting,
Name Title

as a representative of the Filing Entity and duly authorized to give this certification on its behalf, hereby certify under the pains and penalties of perjury that this Filing is in compliance with all relevant laws and regulations of the Commonwealth of Massachusetts.

David K. Bond Digitally signed by David K. Bond
 DN: cn=David K. Bond, c=US
 Date: 2011.05.20 08:28:25 -04'00'

Signature

October 13, 2011

Date

**MASSACHUSETTS DIVISION OF INSURANCE
PROPERTY AND CASUALTY INSURANCE CHECKLIST**

Page 1 of 4

Link: [M.G.L. 175, §99 – Fire policy; standard form](#)

Link: [211 CMR 131.00 – Requirements Applicable to Insurance on Liability for Injury from Exposure to Dangerous Levels of Lead in Dwelling Units](#)

Policy/Coverage Form #: _____ (Please enter only one number per checklist; if none, leave blank.)

NOTE: This is only a Base Checklist. Credit involuntary unemployment insurance products require completion of a Supplemental Checklist.

INSTRUCTIONS: Please complete a checklist for each policy/coverage form being submitted. If the filing contains no policy/coverage forms, please complete the General Form Requirements and/or General Rate Requirements sections, as well as any other applicable sections. (An endorsement providing property or casualty insurance of a type other than that provided in the base policy form will be considered a coverage form for purposes of these instructions.)

Please demonstrate compliance with the provisions of law, regulation, bulletin or notice cited in each requirement description. All page and paragraph references should refer back to the place in the form, memorandum or other document where compliance is demonstrated. A brief explanation should be provided for all items considered not applicable to the filed materials.

GENERAL FORM REQUIREMENTS

If not filing forms, check here and skip section: ☐

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
GR1	Objective standards of M.G.L. 175, §2B .	Check: <input type="checkbox"/>	
GR2	Effective date 30 days from submission. M.G.L. 175, §22A	Check: <input type="checkbox"/>	Always applicable
GR3	Form headed by corporate name of company. FGN 2006-A	Check: <input type="checkbox"/>	See Filing Description
GR4	Signatures. M.G.L. 175, §33	Page _____, Para. _____	Signatures are shown on our company filed jackets mention
GR5	Prohibition of including motor vehicle, life, health, accident and sickness insurance. M.G.L. 175, §22A	Check: <input type="checkbox"/>	Always applicable
GR6	Prohibition of mandatory binding arbitration. M.G.L. 93A, §9(6)	Check: <input type="checkbox"/>	Always applicable
GR7	Prohibition of rebates, commission contribution and other special inducements. M.G.L. 175, §182	Check: <input type="checkbox"/>	Always applicable
GR8	Applications constituting part of the contract designed to be attached to the policy. M.G.L. 175, §192	Check: <input type="checkbox"/>	

COMBINATION POLICIES – M.G.L. 175, §§102A and 111A

If not filing a combination policy, check here and skip section: ☒

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
CP1	Percentage of loss or claim.	Page _____, Para. _____	
CP2	Required notices, sworn statements, or proofs of loss.	Page _____, Para. _____	
CP3	Service of process in actions or suits.	Page _____, Para. _____	
CP4	Return premium upon cancellation.	Page _____, Para. _____	
CP5	Elimination/Reduction of coverage (liability only).	Page _____, Para. _____	

MUTUAL COMPANY POLICY PROVISIONS

If not a mutual company, check here and skip section: ☒

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
MC1	Contingent mutual liability. M.G.L. 175, §§102A(4) and 111A(4)	Page _____, Para. _____	
MC2	Meetings of the company. M.G.L. 175, §§76 and 102B	Page _____, Para. _____	Form #: _____

MASSACHUSETTS DIVISION OF INSURANCE
PROPERTY AND CASUALTY INSURANCE CHECKLIST

Page 2 of 4

Link: [M.G.L. 175, §99 – Fire policy; standard form](#)

Link: [211 CMR 131.00 – Requirements Applicable to Insurance on Liability for Injury from Exposure to Dangerous Levels of Lead in Dwelling Units](#)

MC3	Separate classifications of business. <i>M.G.L. 175, §§80 and 102B</i>	Page _____, Para. _____	
MC4	Total amount of liability. <i>M.G.L. 175, §81</i>	Page _____, Para. _____	
MC5	Application questions. <i>M.G.L. 175, §§98 and 111B</i>	Page _____, Para. _____	
MC6	Assessment liability. <i>M.G.L. 175, §§83, 93 and 111B</i>	Page _____, Para. _____	

FIRE POLICY STANDARD FORM – M.G.L. 175, §99(12)

If not filing property insurance, check here and skip section:



ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
FP1	Insurance agreement.	Page _____, Para. _____	
FP2	Assignment of the policy.	Page _____, Para. _____	
FP3	Policy subject to its provisions and stipulations.	Page _____, Para. _____	
FP4	Witness provision.	Page _____, Para. _____	
FP5	Voiding of the policy.	Page _____, Para. _____	
FP6	Items not covered.	Page _____, Para. _____	
FP7	Fire exclusions.	Page _____, Para. _____	
FP8	Other insurance.	Page _____, Para. _____	
FP9	Other exclusions.	Page _____, Para. _____	
FP10	Other perils insured against.	Page _____, Para. _____	
FP11	Extent of insurance.	Page _____, Para. _____	
FP12	Permission and waiver.	Page _____, Para. _____	
FP13	Appraisal and examinations.	Page _____, Para. _____	
FP14	Cancellation by insured.	Page _____, Para. _____	
FP15	Cancellation by company.	Page _____, Para. _____	
FP16	Excess premium at cancellation.	Page _____, Para. _____	
FP17	Cancellation after 60 days.	Page _____, Para. _____	
FP18	Cancellation for nonpayment of premium.	Page _____, Para. _____	
FP19	Policy payable to mortgagees.	Page _____, Para. _____	
FP20	Proportion of loss.	Page _____, Para. _____	
FP21	Notice and proof of loss.	Page _____, Para. _____	
FP22	Payment of claim.	Page _____, Para. _____	
FP23	Dispute resolution for claims.	Page _____, Para. _____	
FP24	Suits for recovery of claims.	Page _____, Para. _____	
FP25	Assignment of right of recovery.	Page _____, Para. _____	

NB: M.G.L. 175, §99 does not apply to insurance against the hazards described in the Second and Third clauses of [M.G.L. 175, §47](#).

ADDITIONAL PROPERTY PROVISIONS

If not filing property insurance, check here and skip section:



ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
AP1	“In case of fire” notice. <i>M.G.L. 175, §99(7)</i>	Page _____, Para. _____	

MASSACHUSETTS DIVISION OF INSURANCE
PROPERTY AND CASUALTY INSURANCE CHECKLIST

Page 3 of 4

Link: [M.G.L. 175, §99 – Fire policy; standard form](#)

Link: [211 CMR 131.00 – Requirements Applicable to Insurance on Liability for Injury from Exposure to Dangerous Levels of Lead in Dwelling Units](#)

AP2	Certificate of municipal liens. <i>M.G.L. 175, §99(14)</i>	Page _____, Para. _____	
AP3	Notice to building commissioner. <i>M.G.L. 175, §99(15)</i>	Page _____, Para. _____	
AP4	Cost of relocation benefit. <i>M.G.L. 175, §99(15A)</i>	Page _____, Para. _____	
AP5	Elimination/Reduction in coverage. <i>M.G.L. 175, §99(16)</i>	Page _____, Para. _____	
AP6	Damage by nuclear reaction or contamination. M.G.L. 175, §99A	Page _____, Para. _____	
AP7	Loss settlement clause. M.G.L. 175, §99B	Page _____, Para. _____	
AP8	Notice of non-renewal. M.G.L. 175, §193P	Page _____, Para. _____	
AP9	Mold exclusion requirements. Bulletin 2006-02	Page _____, Para. _____ ff.	
AP10	Minimum “guaranteed” replacement cost coverage cap of 125% of the amount of insurance (homeowners insurance).	Page _____, Para. _____	

NB: M.G.L. 175, §99 does not apply to insurance against the hazards described in the Second and Third clauses of [M.G.L. 175, §47](#).

LEAD LIABILITY PROVISIONS – [M.G.L. 175, §111H](#)

If not covering residential premises, check here and skip section:



ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
LL1	Premises with letter in effect. <i>211 CMR 131.04</i>	Page _____, Para. _____	
LL2	Premises with letter obtained and maintained. <i>211 CMR 131.05</i>	Page _____, Para. _____	
LL3	New owners. <i>211 CMR 131.06</i>	Page _____, Para. _____	
LL4	Additional requirements. <i>211 CMR 131.07</i>	Page _____, Para. _____	
LL5	Premises not in compliance. <i>211 CMR 131.08</i>	Page _____, Para. _____	
LL6	Owner-occupied single family premises. <i>211 CMR 131.09</i>	Page _____, Para. _____	
LL7	Coverage summary. <i>211 CMR 131.13(1)</i>	Check: <input type="checkbox"/>	
LL8	Disclosure notice. <i>211 CMR 131.13(2)</i>	Check: <input type="checkbox"/>	

ADDITIONAL LIABILITY PROVISIONS

If not filing liability insurance, check here and skip section:

☐

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
AL1	Medical pay provisions. M.G.L. 175, §111C	Page _____, Para. _____	This endorsement does not include a Medical Pay provision
AL2	Professional liability. M.G.L. 175, §111E	Page _____, Para. _____	This endorsement does not provide professional liability co
AL3	Liquor liability. M.G.L. 175, §112A	Page _____, Para. _____	This endorsement does not provide liquor liability coverage
AL4	Prohibition of discriminating against health care providers based on practiced specialty. M.G.L. 175, §193U	Check: <input type="checkbox"/>	This endorsement does not provide medical malpractice ins
AL5	Prohibition of “claims-made” stand-alone commercial general liability policies.	Check: <input type="checkbox"/>	This endorsement is not a stand-alone commercial general
AL6	Prohibition of including defense costs within the limits of insurance in stand-alone commercial general liability policies.	Check: <input type="checkbox"/>	This endorsement is not a stand-alone commercial general
AL7a	Dog bite exclusion specifying all dogs/breeds deemed aggressive by the company that have a prior history of biting.	Page _____, Para. _____	A dog bite exclusion does not exist in this endorsement.
AL7b	Support for exclusion of dog from breeds specified.	Page _____, Para. _____	A dog bite exclusion does not exist in this endorsement.

MASSACHUSETTS DIVISION OF INSURANCE
PROPERTY AND CASUALTY INSURANCE CHECKLIST

Page 4 of 4

Link: [M.G.L. 175, §99 – Fire policy; standard form](#)

Link: [211 CMR 131.00 – Requirements Applicable to Insurance on Liability for Injury from Exposure to Dangerous Levels of Lead in Dwelling Units](#)

GENERAL RATE REQUIREMENTS

If not filing rates, check here and skip section:

☒

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
RR1	Effective date 15 days from submission. <i>M.G.L. 174A, §6 and 175A, §6</i>	Check: <input type="checkbox"/>	Always applicable
RR2	Manual or plan of classifications, rules and rates. <i>Ibid.</i>	Check: <input type="checkbox"/>	
RR3	Final calculated rate exhibits. <i>Bulletin 2008-08</i>	Check: <input type="checkbox"/>	
RR4	Actuarial memorandum with (a) Rates Reference Guide (see below).	Check: <input type="checkbox"/>	

NB: rate filings are not required for inland marine insurance, nor for any type of insurance specified in [M.G.L. 174A, §4](#) or [M.G.L. 175A, §4](#).

(a) RATES REFERENCE GUIDE

If not (a) rating or judgment rating, check here and skip section:

☒

Although a rating plan for the risk classes targeted may not be possible, the Division nonetheless needs to understand the process by which the Filing Company(ies) will arrive at a rate that will not be excessive, inadequate or unfairly discriminatory. To this end, absent any formal filing requirements for such rates, the actuarial memorandum should detail the following insofar as is possible:

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
AG1	Demonstration that risk classes lack sufficient homogeneity to calculate meaningful rates. <i>Bulletin 2008-08</i>	Page ____, Para. ____	Always applicable
AG2	The process by which the rate is determined.	Page ____, Para. ____ff.	Always applicable
AG3	The role of judging the relative risk of one insured to another when determining the rate.	Page ____, Para. ____	
AG4	The role of comparing rates to rates on line for reinsurance when determining the rate.	Page ____, Para. ____	
AG5	The role of consideration of probable maximum loss when determining the rate.	Page ____, Para. ____	
AG6	The role of including a risk load or contingency factor in the rates when determining the rate.	Page ____, Para. ____	
AG7	A numerical example of how a sample rate for a particular risk, either real or hypothetical, would be arrived at.	Page ____, Para. ____ff.	Always applicable
AG8	How the rate will be priced to be neither excessive nor inadequate as a stand-alone rate (<i>i.e.</i> , the applicable coverage is stand-alone, not part of a package policy).	Page ____, Para. ____	Always applicable

Forms Utilization

These endorsements will be used with ISO Commercial Umbrella Form CU 00 01 12 07, effective 12-1-07.adopted per ISO.