

State: Massachusetts **First Filing Company:** Harleysville Insurance Company, ...
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability
Product Name: GL Round 4
Project Name/Number: GL/04/16/2013

Filing at a Glance

Companies: Harleysville Insurance Company
Harleysville Preferred Insurance Company
Harleysville Worcester Insurance Company
Nationwide Mutual Insurance Company (Harleysville Operations)

Product Name: GL Round 4
State: Massachusetts
TOI: 17.0 Other Liability-Occ/Claims Made
Sub-TOI: 17.0001 Commercial General Liability
Filing Type: Form/Rule
Date Submitted: 04/16/2013
SERFF Tr Num: HRLV-128987625
SERFF Status: Closed-Placed on File
State Tr Num:
State Status: Closed-Placed On File
Co Tr Num: GL ROUND 4

Effective Date: 09/01/2013
Requested (New):
Effective Date: 09/01/2013
Requested (Renewal):
Author(s): Eileen Fisher
Reviewer(s): Conrad Ciszek (primary)
Disposition Date: 04/23/2013
Disposition Status: Placed on File
Effective Date (New): 09/01/2013
Effective Date (Renewal): 09/01/2013

State: Massachusetts
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability
Product Name: GL Round 4
Project Name/Number: GL/04/16/2013
First Filing Company: Harleysville Insurance Company, ...

General Information

Project Name: GL
Project Number: 04/16/2013
Reference Organization:
Reference Title:
Filing Status Changed: 04/23/2013
State Status Changed: 04/23/2013
Created By: Eileen Fisher
Corresponding Filing Tracking Number:

Status of Filing in Domicile: Pending
Domicile Status Comments:
Reference Number:
Advisory Org. Circular:
Deemer Date:
Submitted By: Eileen Fisher

Filing Description:

With this filing it is our intent to submit for your review and approval a revision applicable to our Commercial General Liability Program.

We are introducing the following forms and corresponding rules:

- CG-7371 (Ed. 7-11), Contractor's Errors and Omissions Liability
- CG-7372 (Ed. 7-11), Contractor's Errors and Omissions Liability Supplemental Extended Reporting Period Endorsement
- CG-7383 (Ed. 11-11), Exclusion - Blanket Operations Covered By A Consolidate (Wrap-Up) Insurance Program
- CG-7388 (Ed. 6-12), Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization for Specific Covered Location
- CG-7389 (Ed. 6-12), Additional Insured - Owners, Lessees or Contractors - Completed Operations for Specific Covered Location
- CG-7391 (Ed. 8-12), Exclusion - Blanket Operations Covered By A Consolidated (Wrap-Up) Insurance Program and Limited Coverage for Completed Operations
- CG-7392 (Ed. 8-12), Limited Exclusion - Blanket Operations Covered By A Consolidated (Wrap-Up) Insurance Program
- CG-7393 (Ed. 6-12), Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in construction Agreement With You
- CG-7394 (Ed. 6-12), Additional Insured - Owners, Lessees or Contractors - Completed Operations - Automatic Status When Required in Construction Agreement With You
- CG-7395 (Ed. 1-13), Exclusion - Spray Foam Insulation
- CG-7396 (Ed. 1-13), Blanket Additional Insureds - Mortgagee Assignee or Receiver

In addition, the following are being revised:

- CG-7296 (Ed. 6-12), Additional Insured – Owners, Lessees or Contractors – Completed Operations – rule & form
- CG-7297 (Ed. 6-12), Additional Insured – Owners, Lessees or Contractors – Schedule Person or Organization – rule & form
- CG-7350 Exclusion – Contractors Professional Liability rule
- CG-7365 (Ed. 8-12), Blanket Additional Insured - Permits

Replaced: CG-7296 (Ed. 12-10), HRLV-128497050, placed on file 6/26/2012

CG-7297 (Ed. 12-10), HRLV-128497050, placed on file 6/26/2012

CG-7365 (Ed. 7-11), HRLV-127391976, placed on file 11/14/2011

(MA) CG-HE-7, 9 thru 12, HRLV-128487050, placed on file 6/26/2012

Rule of Application: These changes shall be applicable to all policies effective on or after September 1, 2013.

For your information, the attached form does not contain company names as our policy jackets are on file with the DOI under the following interline form filings: PJ-0028 (Ed. 4-12) Nationwide Mutual, SERFF Tracking #HRLV-128544198, no state tracking number provided. PJ-0003 (Ed. 8-09) Harleysville Worcester, SERFF Tracking #HRLV-126883149, no state tracking number, placed on file 11/16/2010; PJ-0004 (Ed. 8-09) Harleysville Preferred, SERFF Tracking #HRLV-126883196, no state

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tracking number, placed on file 11/16/2010; PJ-0023 (Ed. 11-08) Harleysville Insurance Company, SERFF Tracking #HRLV-126883240, no state tracking number, placed on file 11/16/2010.

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:
355 Maple Avenue	Group Code: 140	Pennsylvania
Harleysville, PA 19438	Group Name:	Company Type:
(215) 256-5000 ext. [Phone]	FEIN Number: 41-0417250	State ID Number:

Harleysville Preferred Insurance Company	CoCode: 35696	State of Domicile:
355 Maple Avenue	Group Code: 140	Pennsylvania
Harleysville, PA 19438	Group Name:	Company Type:
(215) 256-5000 ext. [Phone]	FEIN Number: 23-2384978	State ID Number:

Harleysville Worcester Insurance Company	CoCode: 26182	State of Domicile:
355 Maple Avenue	Group Code: 140	Pennsylvania
Harleysville, PA 19438	Group Name:	Company Type:
(215) 256-5000 ext. [Phone]	FEIN Number: 04-1989660	State ID Number:

Nationwide Mutual Insurance Company (Harleysville Operations)	CoCode: 23787	State of Domicile: Ohio
One Nationwide Plaza, 1-19-101	Group Code: 140	Company Type:
Columbus, OH 43216	Group Name:	State ID Number:
(215) 256-5000 ext. 5427[Phone]	FEIN Number: 31-4177100	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$0.00
Retaliatory?	No
Fee Explanation:	\$225 x 4 cos.
Per Company:	Yes

State: Massachusetts

First Filing Company: Harleysville Insurance Company, ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability

Product Name: GL Round 4

Project Name/Number: GL/04/16/2013

Company	Amount	Date Processed	Transaction #
Nationwide Mutual Insurance Company (Harleysville Operations)	\$225.00	04/16/2013	69379933
Harleysville Insurance Company	\$225.00	04/16/2013	69379934
Harleysville Preferred Insurance Company	\$225.00	04/16/2013	69379935
Harleysville Worcester Insurance Company	\$225.00	04/16/2013	69379936

State Specific

- 1.) All Lines: Please see the State Submissions List requirement under Supporting Documentation.: information provided
- 2.) Property/Casualty: Please see the Policy Endorsement List requirement under Supporting Documentation.: information provided
- 3.) Property/Casualty: Please see Comment C.5 in the Massachusetts General Instructions.: n/a
- 4.) Life: Please see the Specific Markets requirement under Supporting Documentation.: n/a

SERFF Tracking #:

HRLV-128987625

State Tracking #:

Company Tracking #:

GL ROUND 4

State: Massachusetts

First Filing Company: Harleysville Insurance Company, ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability

Product Name: GL Round 4

Project Name/Number: GL/04/16/2013

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Placed on File	Conrad Cizek	04/23/2013	04/23/2013

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Supporting Document	Checklist(s)	Eileen Fisher	04/17/2013	04/17/2013
Rate	Manual pages	Eileen Fisher	04/16/2013	04/16/2013

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
SERFF Tracking Number: HRLV-128987625	Note To Filer	Carla Kelton	04/16/2013	04/16/2013

State: Massachusetts

First Filing Company: Harleysville Insurance Company, ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability

Product Name: GL Round 4

Project Name/Number: GL/04/16/2013

Disposition

Disposition Date: 04/23/2013

Effective Date (New): 09/01/2013

Effective Date (Renewal): 09/01/2013

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

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	State Submissions List		Yes
Supporting Document	Policy Endorsement List		Yes
Supporting Document	Annotated Comparison		Yes
Supporting Document	Form Utilization List		Yes
Supporting Document	Certification of Compliance		Yes
Supporting Document (revised)	Checklist(s)		Yes
Supporting Document	Checklist(s)		Yes
Supporting Document	Statement of Variability		Yes
Supporting Document	Letter of Authorization		Yes
Form	Additional Insured - Owners, Lessees or Contractors - Completed Operations		Yes
Form	Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization		Yes

State: Massachusetts

First Filing Company:

Harleysville Insurance Company, ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability

Product Name: GL Round 4

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Schedule	Schedule Item	Schedule Item Status	Public Access
Form	Blanket Additional Insured - Permits		Yes
Form	Contractor's Errors and Omissions Liability		Yes
Form	Contractor's Errors and Omissions Liability Supplemental Extended Reporting Period Endorsement		Yes
Form	Exclusion - Blanket Operations Covered By A Consolidate (Wrap-Up Insurance Program		Yes
Form	Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization for Specific Covered Location		Yes
Form	Additional Insured - Owners, Lessees or Contractors - Completed Operations for Specific Covered Location		Yes
Form	Exclusion - Blanket Operations Covered By A Consolidated (Wrap-Up) Insurance Program and Limited Coverage for Completed Operations		Yes
Form	Limited Exclusion - Blanket Operations Covered By A Consolidated (Wrap-Up) Insurance Program		Yes
Form	Additional Insured - Owners, Lessees or Contractors - Completed Operations - Automatic Status When Required in construction AGreement With You		Yes
Form	Additional Insured - Owners, Lessees or Contractors - Completed Operations - Automatic Status When Required in Construction Agreement With You		Yes
Form	Exclusion - Spray Foam Insulation		Yes
Form	Blanket Additional Insureds - Mortgagee Assignee or Receiver		Yes
Rate (revised)	Manual pages		Yes

SERFF Tracking #:

HRLV-128987625

State Tracking #:

Company Tracking #:

GL ROUND 4

State:

Massachusetts

First Filing Company:

Harleysville Insurance Company, ...

TOI/Sub-TOI:

17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability

Product Name:

GL Round 4

Project Name/Number:

GL/04/16/2013

Schedule	Schedule Item	Schedule Item Status	Public Access
Rate	Manual pages		Yes

State: Massachusetts

First Filing Company: Harleysville Insurance Company, ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability

Product Name: GL Round 4

Project Name/Number: GL/04/16/2013

Amendment Letter

Submitted Date: 04/17/2013

Comments:

We have attached the new edition of the P&C Checklist for your review.

Changed Items:

*No Form Schedule Items Changed.**No Rate Schedule Items Changed.*

Supporting Document Schedule Item Changes

Satisfied - Item:	Checklist(s)
Comments:	
Attachment(s):	PC Checklist 12013.pdf
<i>Previous Version</i>	
Satisfied - Item:	<i>Checklist(s)</i>
Comments:	
Attachment(s):	<i>PC Checklist 0112.pdf</i>

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First Filing Company: Harleysville Insurance Company, ...

Amendment Letter

Submitted Date: 04/16/2013

Comments:

I added the manual page comparison as its was originally omitted.

Changed Items:

No Form Schedule Items Changed.

Rate Schedule Item Changes					
Item No.	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing Number	Date Submitted
1	Manual pages	(MA) CG-HE-7, 9 thru 12, September 2013	Replacement	HRLV-128487050	04/16/2013 By:
<i>Previous Version</i>					
1	Manual pages	(MA) CG-HE-7, 9 thru 12, September 2013	Replacement	HRLV-128487050	04/16/2013 By: Eileen Fisher

No Supporting Documents Changed.

State: Massachusetts

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TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability

Product Name: GL Round 4

Project Name/Number: GL/04/16/2013

Note To Filer

Created By:

Carla Kelton on 04/16/2013 11:18 AM

Last Edited By:

Conrad Ciszek

Submitted On:

04/23/2013 09:12 AM

Subject:

SERFF Tracking Number: HRLV-128987625

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

State: Massachusetts

First Filing Company: Harleysville Insurance Company, ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability

Product Name: GL Round 4

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Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
							Previous Filing Number:	Replaced Form Number:		
1		Additional Insured - Owners, Lessees or Contractors - Completed Operations	CG-7296	6-12	END	Replaced	Previous Filing Number: HRLV-128497050	Replaced Form Number: 12-10	0.000	CG-7296 (Ed. 6-12).pdf, CG-7296 Comparison.pdf
2		Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization	CG-7297	6-12	END	Replaced	Previous Filing Number: HRLV-128497050	Replaced Form Number: 12-10	0.000	CG-7297 (Ed. 6-12).pdf, CG-7297 Comparison.pdf
3		Blanket Additional Insured - Permits	CG-7365	8-12	END	Replaced	Previous Filing Number: HRLV-127391976	Replaced Form Number: 7-11	0.000	CG-7365 (Ed. 8-12).pdf, CG-7365 Comparison.pdf
4		Contractor's Errors and Omissions Liability	CG-7371	7-11	END	New			0.000	CG-7371 (Ed. 7-11).pdf
5		Contractor's Errors and Omissions Liability Supplemental Extended Reporting Period Endorsement	CG-7372	7-11	END	New			0.000	CG-7372 (Ed. 7-11).pdf
6		Exclusion - Blanket Operations Covered By A Consolidate (Wrap-Up Insurance Program	CG-7383	11-11	END	New			0.000	CG-7383 (Ed. 11-11).pdf

State: Massachusetts

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Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
7		Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization for Specific Covered Location	CG-7388	6-12	END	New		0.000	CG-7388 (Ed. 6-12).pdf
8		Additional Insured - Owners, Lessees or Contractors - Completed Operations for Specific Covered Location	CG-7389	6-12	END	New		0.000	CG-7389 (Ed. 6-12).pdf
9		Exclusion - Blanket Operations Covered By A Consolidated (Wrap-Up) Insurance Program and Limited Coverage for Completed Operations	CG-7391	8-12	END	New		0.000	CG-7391 (Ed. 8-12).pdf
10		Limited Exclusion - Blanket Operations Covered By A Consolidated (Wrap-Up) Insurance Program	CG-7392	8-12	END	New		0.000	CG-7392 (Ed. 8-12).pdf
11		Additional Insured - Owners, Lessees or Contractors - Completed Operations - Automatic Status When Required in construction Agreement With You	CG-7393	6-12	END	New		0.000	CG-7393 (Ed. 6-12).pdf

State: Massachusetts

First Filing Company: Harleysville Insurance Company, ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability

Product Name: GL Round 4

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Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
12		Additional Insured - Owners, Lessees or Contractors - Completed Operations - Automatic Status When Required in Construction Agreement With You	CG-7394	6-12	END	New		0.000	CG-7394 (Ed. 6-12).pdf
13		Exclusion - Spray Foam Insulation	CG-7395	1-13	END	New		0.000	CG-7395 (Ed. 1-13).pdf
14		Blanket Additional Insureds - Mortgagee Assignee or Receiver	CG-7396	1-13	DSC	New		0.000	CG-7396 (Ed. 1-13).pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name or Organizations(s):	of	Additional	Insured	Person(s)
If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.				

A. Section II – Who Is An Insured is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of “your work” performed for that insured and included in the “products-completed operations hazard”.

B. Other Insurance

1. If specifically required by a written contract or agreement, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. In the absence of a written contract or 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 the additional insured.
2. Even if the requirements of paragraph 1. 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.

Text Comparison

Documents Compared

CG-7296 (Ed. 12-10).pdf

CG-7296 (Ed. 6-12).pdf

Summary

35 word(s) added

63 word(s) deleted

239 word(s) matched

6 block(s) matched

To see where the changes are, scroll down.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organizations(s):	Location And Description of Completed Operations
If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.	

A. **Section II – Who Is An Insured** is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of “your work” ~~at the location designated and described in the schedule of this endorsement~~ performed for that insured and included in the “products-completed operations hazard”.

B. Other Insurance

1. If specifically required by ~~the written contract or agreement referenced in Paragraph A. above,~~ any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the 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 the additional insured.
2. Even if the requirements of paragraph 1. are met establishing this coverage as primary and the additional insured’s coverage as being non-contributory, this coverage ~~shall share with~~ other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement. ~~This cost sharing shall be pursuant to Section IV, paragraph 4.c., Method of Sharing.~~

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ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name or Organizations(s):	of	Additional	Insured	Person(s)
If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.				

A. Section II – Who Is An Insured is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of “your work” performed for that insured and included in the “products-completed operations hazard”.

B. Other Insurance

1. If specifically required by a written contract or agreement, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. In the absence of a written contract or 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 the additional insured.
2. Even if the requirements of paragraph 1. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organizations(s):
If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.

A. Section II – Who Is An Insured is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for the additional insured(s).

B. With respect to the insurance afforded to additional insured(s), the following exclusion is added:

2. Exclusions

This insurance does not apply to “bodily injury” or “property damage” occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations, out of which the injury or damage arises, has been completed; or
- (2) That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. Other Insurance

1. If specifically required by a written contract or agreement, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. In the absence of a written contract or 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 the additional insured.
2. Even if the requirements of paragraph 1. 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.

Text Comparison

Documents Compared

CG-7297 (Ed. 12-10).pdf

CG-7297 (Ed. 6-12).pdf

Summary

48 word(s) added

62 word(s) deleted

358 word(s) matched

8 block(s) matched

To see where the changes are, scroll down.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organizations(s):	Location And Description of Covered Operations
If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.	

A. Section II – Who Is An Insured is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for the additional insured(s) ~~at the location(s) designated above.~~

B. With respect to the insurance afforded to ~~these additional insureds,~~ the following exclusion is added:

2. Exclusions

This insurance does not apply to “bodily injury” or “property damage” occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered ~~operations~~ has been completed; or
- (2) That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. Other Insurance

1. If specifically required by ~~the written contract or agreement referenced in Paragraph A. above,~~ any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the 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 the additional insured.
2. Even if the requirements of paragraph 1. are met establishing this coverage as primary and the additional insured’s coverage as being non-contributory, this coverage ~~shall share with~~ other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement. ~~This cost sharing shall be pursuant to Section IV, paragraph 4.c., Method of Sharing.~~

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organizations(s):
If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.

A. Section II – Who Is An Insured is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for the additional insured(s).

B. With respect to the insurance afforded to additional insured(s), the following exclusion is added:

2. Exclusions

This insurance does not apply to “bodily injury” or “property damage” occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations, out of which the injury or damage arises, has been completed; or
- (2) That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. Other Insurance

1. If specifically required by a written contract or agreement, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. In the absence of a written contract or 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 the additional insured.
2. Even if the requirements of paragraph 1. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PERMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured, the federal government or any state or municipality or any political sub-division or governmental agency thereof, but only with respect to “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by you for ongoing operations being performed by you or on your behalf for which the federal government or state or municipality or any political sub-division or governmental agency has issued a permit or authorization and only if the issuing authority required, as a condition to issuing the permit or authorization, that such entity, sub-division or agency be added as an additional insured on your policy.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to:
1. Any “occurrence” which takes place before the effective date of the permit;
 2. Any “occurrence” which takes place after the permit or authorization expires, or the end of the policy period, whichever occurs first;
 3. “Bodily injury”, “property damage” or “personal and advertising injury” arising out of on-going operations being performed for the federal government or any state or municipality or any political sub-division or governmental agency;
 4. “Bodily injury” or “property damage” included within the “products-completed operations hazard”;
 5. “Bodily injury”, “property damage” or “personal and advertising injury” on account of which the additional insured is obligated to pay as damages by reason of the additional insured’s assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.
- C.** The insurance provided to such additional insured by this Blanket Additional Insured – Permits coverage is further limited as follows:
1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured – Permits coverage.
 2. The limits of insurance are those set forth in the policy Declarations or those specified in the permit or authorization referenced in paragraph **A.** above, whichever is less.
- D. Other Insurance**
1. If specifically required by the permit or authorization referenced in paragraph **A.** above any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the permit or authorization 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 the additional insured.
 2. Even if the requirements of paragraph **D.1.** 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.

Text Comparison

Documents Compared

CG-7365 (Ed. 7-11).pdf

CG-7365 (Ed. 8-12).pdf

Summary

44 word(s) added

72 word(s) deleted

562 word(s) matched

10 block(s) matched

To see where the changes are, scroll down.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - PERMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured the federal government or any state or municipality or any political sub-division or governmental agency thereof, ~~when you and such entity, sub-division or agency have agreed in writing in a contract or agreement that such entity, sub-division or agency be added as an additional insured on your policy.~~ but only with respect to “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by you for on-going operations being performed by you or on your behalf for which the federal government or state or municipality or any political sub-division or governmental agency has issued a permit or authorization.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply: This insurance does not apply to:
1. Any “occurrence” which takes place before the effective date of the permit;
 2. Any “occurrence” which takes place after the permit or authorization expires, or the end of the policy period, whichever occurs first;
 3. “Bodily injury”, “property damage” or “personal and advertising injury” arising out of on-going operations being performed for the federal government or any state or municipality or any political sub-division or governmental agency;
 4. “Bodily injury” or “property damage” included within the “products-completed operations hazard”;
 5. “Bodily injury”, “property damage” or “personal and advertising injury” on account of which the additional insured is obligated to pay as damages by reason of the additional insured’s assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.
- C.** The insurance provided to such additional insured by this Blanket Additional Insured – Permits coverage is further limited as follows:
1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured – Permits coverage.
 2. The limits of insurance are those set forth in the policy Declarations ~~or in the written contract or agreement referenced in paragraph A. above~~ or those specified in the permit or authorization referenced in paragraph **A.** above, whichever is less.
- D. Other Insurance**
1. If specifically required by the permit or authorization referenced in paragraph **A.** above ~~or by the written contract or agreement referenced in paragraph A. above, any coverage provided by this coverage~~ to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the permit or authorization 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 the additional insured.
 2. Even if the requirements of paragraph **D.** 1. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PERMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured, the federal government or any state or municipality or any political sub-division or governmental agency thereof, but only with respect to “bodily injury” “property damage” or “personal and advertising injury” caused, in whole or in part, by you for ongoing operations being performed by you or on your behalf for which the federal government or state or municipality or any political sub-division or governmental agency has issued a permit or authorization and only if the issuing authority required, as a condition to issuing the permit or authorization, that such entity, sub-division or agency be added as an additional insured on your policy.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to:
1. Any “occurrence” which takes place before the effective date of the permit;
 2. Any “occurrence” which takes place after the permit or authorization expires, or the end of the policy period, whichever occurs first;
 3. “Bodily injury”, “property damage” or “personal and advertising injury” arising out of on-going operations being performed for the federal government or any state or municipality or any political sub-division or governmental agency;
 4. “Bodily injury” or “property damage” included within the “products-completed operations hazard”;
 5. “Bodily injury”, “property damage” or “personal and advertising injury” on account of which the additional insured is obligated to pay as damages by reason of the additional insured’s assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.
- C.** The insurance provided to such additional insured by this Blanket Additional Insured – Permits coverage is further limited as follows:
1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured – Permits coverage.
 2. The limits of insurance are those set forth in the policy Declarations or those specified in the permit or authorization referenced in paragraph **A.** above, whichever is less.
- D. Other Insurance**
1. If specifically required by the permit or authorization referenced in paragraph **A.** above any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the permit or authorization 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 the additional insured.
 2. Even if the requirements of paragraph **D.1.** 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S ERRORS AND OMISSIONS LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Schedule

Named Insured:	
Description of operations: insert the GL Classification(s) and Title of Classification(s) being insured:	<i>This endorsement applies only to the operations described in this Schedule.</i>
Limits of Insurance:	\$ Each Claim \$ Aggregate
Deductible:	\$
Retroactive Date:	<i>This insurance does not apply to acts, errors, omissions and/or defects which occurred prior to the Retroactive Date shown above. If left blank, the entry will be deemed the same as the inception date of the policy to which this endorsement is attached.</i>

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

COVERAGES – CONTRACTOR'S ERRORS AND OMISSIONS LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of a "claim" first made against the insured during the policy period or during an applicable Extended Reporting Period as described in Part **D.** of this endorsement. However, this insurance applies only to a "claim" arising from the insured's negligent act, error or omission while acting in the insured's business capacity only as stated in the description of operations in the Schedule of this endorsement, or from a defect in material or in a product sold or installed by the insured while acting in this capacity. This insurance applies only to a "claim" committed in the "coverage territory" and which arises out of an act, error, omission and/or defect which occurred on or after the Retroactive Date shown on the Schedule of this endorsement.
- b. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any incident and settle any "claim" or "suit" that may result. But:
 - (1) The amount we will pay for damages and "defense expenses" is limited as described in **SECTION III – LIMITS OF INSURANCE**; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance by payments of judgments or settlements and for "defense expenses".

No other obligations or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments – Coverages A, B and Contractor's Errors and Omissions Liability**.
- c. A "claim" by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:
 - (1) When an insured reports to us an incident or circumstances that may lead to a "claim" or loss;
 - (2) When notice of such "claim" is received and recorded by any insured or by us, whichever comes first; or
 - (3) When we make settlement in accordance with paragraph 1.a. above.

2. Exclusions

This insurance does not apply to any "claim":

a. Asbestos, Silica or Talc

Arising out of the "asbestos hazard", the "silica hazard" or the "talc hazard". We have no obligation:

- 1) to investigate, settle or defend any claim or "suit" against any insured alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the "asbestos hazard", the "silica hazard" or the "talc hazard"; or
- 2) to pay, contribute to or indemnify another for any damages, judgments, settlements, loss, costs or expenses, including any obligation to share with or repay any person, organization, or entity, that may be awarded or incurred by reason of any such "claim" or "suit" or any injury or damage, or in complying with any action authorized by law and relating to such injury or damage; or
- 3) to pay, contribute to or indemnify another for any costs or expenses associated, in any way, with the abatement, mitigation, remediation, containment, detoxification, neutralization, monitoring, removal, disposal or any obligation to investigate or assess the presence or effects of "asbestos", "silica" or "talc".

As used in this exclusion:

"Asbestos hazard" means:

- (a) an actual exposure or threat of exposure to the harmful properties of "asbestos"; or
- (b) the presence of "asbestos" in any place, whether or not within a building or structure; or
- (c) asbestosis or any other diseases associated with the harmful effects of "asbestos".

"Asbestos" means the mineral in any form, including but not limited to fibers, dust or "asbestos-related dust".

"Asbestos-related dust" means a mixture or combination of asbestos and other dust or particles.

"Silica hazard" means:

- (a) an actual exposure or threat of exposure to the harmful properties of "silica"; or
- (b) the presence of "silica" in any place, whether or not within a building or structure; or
- (c) silicosis or any other diseases associated with the harmful effects of "silica".

"Silica" means the group of minerals called silicates (including but not limited to silica or crystalline silica) in any form, including but not limited to fibers, dust or "silica-related dust".

"Silica-related dust" means a mixture or combination of silica and other dust or particles.

"Talc hazard" means:

- (a) an actual exposure or threat of exposure to the harmful properties of "talc"; or
- (b) the presence of "talc" in any place, whether or not within a building or structure; or
- (c) pneumoconiosis, talcosis, fibrotic pneumoconiosis, or any other diseases associated with the harmful effects of "talc".

"Talc" means Magnesium Silicate Hydroxide, a mineral that is part of the silicate group, and in some forms also known as soapstone, and includes the mineral in any form, including but not limited to fibers, dust or "talc-related dust".

"Talc-related dust" means a mixture or combination of talc and other dust or particles.

b. Bankruptcy

Arising out of your insolvency or bankruptcy.

c. Bodily Injury, Property Damage, Personal and Advertising Injury

Arising out of:

- (1) "Bodily injury"; or
- (2) "Personal and advertising injury"; or
- (3) "Property damage" to property other than "your product", "your work" or "impaired property"; or
- (4) Any other injury or damage for which coverage is provided by the Commercial General Liability Coverage Form (CG 00 01) and any other endorsement attached thereto which is issued to you by us.

d. Bridges and Dams

Arising out of activities in connection with bridges or dams.

e. Contractual liability

Based upon an obligation to pay damages due to the insured's assumption of liability in a contract or agreement whether oral or written. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Delay or Failure to complete

Arising from a delay or failure to complete a contract or project, or to complete a contract or project on time.

g. Discrimination

Arising out of the actual or alleged discrimination because of race, religion, color, sex, national origin, age or handicap.

h. Exterior Insulation and Finish Systems (EIFS)

Arising out of the manufacture, installation, application, use or sale of Exterior Insulation and Finish Systems (EIFS) or similar system, including any part, exterior component, fixture or feature of such a system.

i. Electronic Data

Arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

j. Estimates, Financing and Legal Work

Arising out of an error or omission:

- (1) In the preparation of estimates of probable job costs, relating to cost estimates being exceeded or relating to estimates of profit or return on capital;
- (2) In advising or failure to advise on financing of the work project; or
- (3) In any legal work, title verification, insurance coverage, or suretyship.

k. "Fungi", Mold or Bacteria

Arising out of "fungi" or bacteria which:

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

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

l. Intellectual Property

Arising out of actual or alleged:

- (1) Infringement of copyright, trademark or patent;
- (2) Unfair competition;
- (3) Piracy; or
- (4) Theft or wrongful taking of concepts or intellectual property.

m. Intentional Injury

For damages which may reasonably be expected to result from the intentional or criminal acts of an insured or which are in fact expected or intended by the insured even if the injury or damage is of a different degree or type than actually expected or intended.

n. Lead

(1) Arising out of or caused by:

- (a) the actual or alleged exposure to, or existence of, lead, paint containing lead, or any other material or substance containing lead; or
- (b) the manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of lead, paint containing lead, or any other material or substance containing lead;

whether or not the lead is or was at any time airborne as a particle contained in a product ingested, inhaled, transmitted in any fashion, or found in any form whatsoever; or

- (2) Arising out of the legal obligation of any insured for indemnification or contribution due to damages caused by lead, paint containing lead, or any other substance or material containing lead; or
- (3) Arising out of any loss, cost, expense or damages, whether direct or consequential, on account of any:
 - (a) request, demand or order that any insured or others test for, monitor, clean up, remove, abate, contain, treat or neutralize lead, paint containing lead, or any other substances or material containing lead, or in any way respond to, or assess the effects of lead; or
 - (b) claim or "suit" relating to, testing for, monitoring, cleaning up, removing, abating, containing, treating, or neutralizing lead, paint containing lead, or any other substance or material containing lead or in any way responding to or assessing the effects of lead.

o. Manufacturer's Warranties

Arising out of manufacturer's warranties or guarantees, whether express or implied.

p. Non-Compensatory Damages

- (1) Alleging, arising out of, based upon, or attributable to any proceeding whether civil, criminal or administrative in which the relief sought is other than monetary damages, including but not limited to proceedings seeking injunctive relief, declaratory relief, or other equitable remedies, or those arising out of any kind of criminal proceedings;
- (2) For civil or criminal fines imposed by law, punitive or exemplary damage or any type of non-compensatory damages, the multiplied portion of multiplied damages, taxes, any amount for which an insured is not financially liable, or amounts deemed uninsurable by law.

q. Nuclear, biological or chemical

Arising out of the dispersal or application of pathogenic or poisonous biological or chemical materials including but not limited to radon gas, nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident, however caused.

r. Owned or Rented Property

Arising from "property damage" to property owned by, rented or leased to the insured.

s. Pollution

Based upon, attributable to, or arising out of:

- (1) The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2) Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (3) A claim or suit brought by or on behalf of any governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants"; including without limitation any claim by or on behalf of the insured.

t. Prior to Completion

Arising before you have completed "your work". "Your work" will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract or work order has been completed;
- (2) When all of the work to be done at the job site has been completed, if your contract calls for work at more than one job site;
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

u. Products

Arising from "property damage" to products that are still in your physical possession.

v. Professional liability

- (1) Arising out of the rendering of or failing to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
 - (a) Providing engineering, architectural or surveying services to others; and
 - (b) Providing, or hiring independent professionals to provide engineering, architectural, drafting or surveying services in connection with construction work you perform.
- (2) Subject to paragraph 3. below, professional services include:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - (b) Supervisory or inspection activities performed as part of any related architectural or engineering activities.
- (3) Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

w. Profit

For your loss of profit or expected profit.

x. Related Enterprises or Joint Ventures

- (1) Brought against the insured by a business enterprise, or its assignees, which is wholly or partly owned, operated or managed by the insured, or which has directly or indirectly any interest in the ownership or management of the Named Insured.
- (2) Arising out of services performed by or on behalf of a joint venture of which the insured is a member unless that joint venture is specifically endorsed to this coverage.

y. Subcontracted Work

For "property damage" to "your work" if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

z. Substitutions

Arising from a decision by the insured to substitute a material or product or deviate from a process or procedure that was specified on blueprints, work orders, contracts or engineering specifications unless there has been written authorization by a duly authorized or empowered person or entity.

aa. Waiver of Right of Action

Arising from "claims" or "suits" where the right of action against the insured has been relinquished or waived.

bb. War

Arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war; or
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

3. SUPPLEMENTARY PAYMENTS

For the purposes of the coverage provided by this endorsement:

- a. All references to **Supplementary Payments – Coverages A and B** are replaced by **Supplementary Payments – Coverages A, B and Contractor's Errors and Omissions Liability**.
- b. Paragraphs **1.b.** and **2.** of the **Supplementary Payments** provision do not apply to **Contractor's Errors and Omissions Liability**.
- c. Supplementary payments do not include "defense expenses".

B. SECTION III – LIMITS OF INSURANCE

For the purposes of the coverage provided by this endorsement, **SECTION III – LIMITS OF INSURANCE** is replaced by the following:

1. The Limit of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. "Claims" made or "suits" brought; or
 - c. Persons or organizations making "claims" or bringing "suits"; or
 - d. Acts, errors, omissions and defects.
2. The most we will pay as the result of all "claims", including "defense expenses", under this Contractor's Errors and Omissions Liability Coverage, including the Basic Extended Reporting Period and any Supplemental Extended Reporting period with respect to which the insured elects not to purchase a separate extended reporting period aggregate limit, is the Aggregate Limit shown in the Schedule.
3. Subject to **2.** above, the most we will pay as the result of any one "claim", including "defense expenses", is the Each Claim Limit shown in the Schedule. Any "claim" or aggregation of claims resulting from any one negligent act, error, omission or defect will be considered one "claim". All related negligent acts, errors or omissions of any insured and/or related defects will be deemed one act, error, omission and/or defect to have originated in the earliest policy period in which a "claim" is first made against any insured alleging any such negligent act, error, omission and/or defect and/or related acts, errors, omissions and/or defects, except that this coverage shall not apply to any injury or damage to the extent that such injury or damage was caused by any negligent act, error, omission and/or defect which occurred prior to the Retroactive Date.
4. For errors in contract or job specifications or in recommendations of products or materials to be used, this endorsement will not pay for additional costs of products and materials to be used that would not have been incurred had the correct recommendations or specifications been made. However, we will not pay any portion of any "claim" arising out of the rendering or failure to render those professional services that are excluded from coverage pursuant to exclusion **v. Professional Liability** of this endorsement.
5. We will pay:
 - a. The actual cost of repairs if the repairs are made by others; or
 - b. 80% of:
 - (1) your normal and customary labor charges, and
 - (2) your actual cost of materials if you make the repairs.
6. The Limits of Insurance shown in the Schedule of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the aggregate and in which event the aggregate will be increased in proportion to the period of extension.

7. Deductible

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to each "claim" or "suit". The limits of insurance shall not be reduced by the amount of this deductible.
- b. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any "suits" seeking those damages; and
 - (2) Your duties, and the duties of any other involved insured, in the event of an act, error, and/or omission, or "claim" or "suit";apply irrespective of the application of the deductible amount.
- c. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

C. SECTION IV – CONDITIONS

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

2. Duties in The Event of An Act, Error Or Omission And/Or Defect, or "Claim" or "Suit"

- a. You must see to it that we are notified as soon as practicable of an act, error, omission and/or defect which may result in a "claim". To the extent possible, notice should include:
 - (1) What the act, error, omission and/or defect was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the act, error, omission and/or defect.

However, notice of an act, error, omission and/or defect which may result in a "claim" does not constitute notice of a "claim" that is subsequently made as the result of such act, error, omission and/or defect. When an actual "claim" is made, you must notify us of such "claim" as set forth in b. below.

- 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 "suit";
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error, omission and/or defect to which this insurance may also apply.
- d. No insured will, except at the insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

4. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

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

c. Method of Sharing

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

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

D. EXTENDED REPORTING PERIODS

Solely for purposes of this **Contractor's Errors and Omissions Liability** coverage, the following is added to your policy:

EXTENDED REPORTING PERIODS

1. Except as provided in paragraph 3. below, you will have the right to purchase an Extended Reporting Period as described below, if:
 - a. this coverage is cancelled or not renewed; or
 - b. we renew or replace this coverage with insurance that:
 - (1) has a Retroactive Date later than the effective date of the first consecutive contractor's errors and omissions liability coverage endorsement issued by us;
 - (2) does not apply on a claims-made basis; or
 - (3) excludes existing coverage.
2. An Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" for acts, errors, omissions and/or defects that occur before the end of the policy period shown in the Declarations and on or after the Retroactive Date shown on the Schedule of this endorsement. Once in effect, an Extended Reporting Period may not be cancelled except for fraud or for non-payment of premium.
3. An Extended Reporting Period does not have to be made available to you if cancellation or nonrenewal is due to non-payment of premium, failure to comply with the terms and conditions of the policy or fraud.
4. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for sixty (60) days. The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, including but not limited to a Supplemental Extended Reporting Period provided by paragraph 5. below, or that would be covered but for the exhaustion of the amount of insurance applicable to such "claims". The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.
5. A Supplemental Extended Reporting Period of either twelve (12) months, twenty-four (24) months, or thirty-six (36) months duration is available, but only by endorsement and for an extra premium charge. This Supplemental Extended Reporting Period starts at the end of the policy period. You must give us a written request for the endorsement, and designate its length, within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium when due.

The additional premium will be 50% of the expiring policy's annual premium for the twelve (12) month Supplemental Extended Reporting Period, 100% for the twenty-four (24) month Supplemental Extended Reporting Period, and 150% for the thirty-six (36) month Supplemental Extended Reporting Period.

Within 45 days after the mailing or delivery of your written request for a Supplemental Extended Reporting Period, we will mail or deliver to you the following loss information covering a three-year period:

 - a. Aggregate information on total closed claims, including date and description of occurrence, and any paid losses;
 - b. Aggregate information on total open claims, including date and description of occurrence, and amounts of any payments;
 - c. Information on notice of any occurrence, including date and description of occurrence.
6. A Supplemental Extended Reporting Period Endorsement we issue shall set forth the terms, not inconsistent with this Part D. which are applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "suits" first received and recorded during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period begins.
7. If a Supplemental Extended Reporting Period is in effect, unless you elect otherwise, we will provide a separate extended reporting period aggregate limit of insurance equal to the Aggregate Limit in effect at the end of the policy period, but only for "claims" first received and recorded during the Supplemental Extended Reporting Period. If you elect not to accept a separate extended reporting period aggregate limit, "claims" first received and recorded during the Supplemental Extended Reporting period will be applied against and be subject to the available Aggregate Limit for the expiring policy term. In that event, we will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:
 - a. The exposures insured;
 - b. Previous types and amounts of insurance;
 - c. Limits of Insurance available under this Coverage for future payment of damages; and
 - d. Other related factors.

You may also elect to increase the separate extended reporting period aggregate limit of insurance. In that event, we will determine the additional premium in accordance with our rules and rates and take into consideration the factors listed in 7 a. through d. above.

Unless you elect otherwise, this Aggregate Limit of Insurance will be equal to the dollar amount shown in the Schedule of this endorsement. The Each Claim Limit of Insurance as stated in the Schedule will continue to apply as set forth in Section III. **Limits of Insurance** of this endorsement regardless which aggregate limit you select.

8. If a new exclusion or restriction is made a part of this endorsement at any time, we will offer you an extended reporting period applicable to such excluded or restricted coverage only. The extended reporting period for the excluded or restricted coverage will be offered on the same basis that an extended reporting period would be made available for situations addressed in Part D., paragraph 1. above.

E. SECTION V – DEFINITIONS

1. Solely for purposes of this **Contractor's Errors and Omissions Liability** coverage, the following definitions are added to your policy:

- a. "Claim" means a demand or "suit" which seeks monetary damages for:

- (1) "Property damage" to "your product";
- (2) "Property damage" to "your work";
- (3) "Property damage" to "impaired property"; or
- (4) Loss, cost or expense for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
 - (a) "Your product";
 - (b) "Your work"; or
 - (c) "Impaired property"

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, however, this does not include "normal or customary adjustments" to "your product" or "your work" after installation;

caused by faulty workmanship, materials or design.

- b. "Defense expenses" means payment allocated to a specific "claim" for its investigation, settlement, or defense, including:

- (1) Attorney salaries and fees and all other litigation expenses.
- (2) Attorney salaries and fees you retain when, by our mutual agreement or court order (or when required by administrative hearing or proceeding), you are given the right to retain defense counsel to defend against a "claim".

"Defense expenses" do not include salaries and expenses of our employees or your employees.

- c. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

2. Solely for purposes of this **Contractor's Errors and Omissions Liability** coverage, the following definitions are replaced in their entirety by:

4. "Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico or Canada.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because it incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous, if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work".

18. "Suit" means a civil proceeding in which damages because of claims to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

21. “Your product” means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

“Your product” does not include vending machines or other property rented to or located for the use of others but not sold.

22. “Your work” means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

“Your work” does not include work done on your behalf by a contractor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CONTRACTOR'S ERRORS AND OMISSIONS LIABILITY SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. A Supplemental Extended Reporting Period endorsement is provided, as described in Part **D. Extended Reporting Periods** of CG-7371, Contractor's Errors and Omissions Liability.
2. A Supplemental Extended Reporting Period Aggregate Limit applies, as set forth below in paragraph 4. of this endorsement, to "claims" first received and recorded during the **Supplemental Extended Reporting Period**. Unless otherwise elected by you, this limit is equal to the Aggregate Limit entered in the Schedule of CG-7371 in effect at the end of the policy period.
3. The term of the Supplemental Extended Reporting Period is (select one and check the box):
 - 12 months
 - 24 months
 - 36 months
4. The aggregate limit provided by Section **III Limits of Insurance** of CG-7371 does not apply to "claims" first received and recorded during the **Supplemental Extended Reporting Period**.

The Supplemental Extended Reporting Period Aggregate Limit is the most we will pay for damages for "claims" first received and recorded during the Supplemental Extended Reporting Period.
5. You have elected not to reinstate the Aggregate Limit for "claims" first received and recorded during the **Supplemental Extended Reporting Period** and paragraph 4. above does not apply. Rather, the aggregate limit remaining on the expiring policy term will be the **Supplemental Extended Reporting Period** aggregate limit.
6. You have elected to increase the aggregate limit for the **Supplemental Extended Reporting Period**. The aggregate limit for "claims" first received and recorded during the **Supplemental Extended Reporting Period** is as shown.
7. The Each Claim limit of insurance as stated in the Schedule of CG-7371 in effect at the end of the policy period will continue to apply to "claims" first received and recorded in the **Supplemental Extended Reporting Period** regardless of which aggregate limit you select.
8. The **Other Insurance** provision of **CG 00 01** found in Section **IV.**, Paragraph 4. is deleted and replaced with the following:

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

 - a. As this insurance is primary insurance, other than when b. below applies, our obligations are not affected unless any of the other insurance is also primary. Then we will share with all that other insurance by the method described in c. below.
 - b. Insurance provided under this **Supplemental Extended Reporting Period** endorsement is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after this **Supplemental Extended Reporting Period** endorsement begins.
 - c. If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.
9. This endorsement will not take effect unless the additional premium for it, as set forth in Part **D. Extended Reporting Periods** of the CG-7371 is paid when due. If the premium is paid when due, this endorsement may not be cancelled.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – BLANKET OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

This insurance does not apply to “bodily injury” or “property damage” arising out of either your ongoing operations or operations included within the “products-completed operations hazard” when a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
SCHEDULED PERSON OR ORGANIZATION for SPECIFIC COVERED LOCATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organizations(s):	Location And Description of Covered Operations

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

A. Section II – Who Is An Insured is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to additional insured(s), the following exclusion is added:

2. Exclusions

This insurance does not apply to “bodily injury” or “property damage” occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations, out of which the injury or damage arises, has been completed; or
- (2) That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. Other Insurance

- 1. If specifically required by a written contract or agreement, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. In the absence of a written contract or 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 the additional insured.
- 2. Even if the requirements of paragraph 1. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
COMPLETED OPERATIONS for SPECIFIC COVERED LOCATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organizations(s):	Location And Description of Completed Operations

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

A. Section II – Who Is An Insured is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of “your work” at the location designated and described in the Schedule of this endorsement performed for that insured and included in the “products-completed operations hazard”.

B. Other Insurance

1. If specifically required by a written contract or agreement, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. In the absence of a written contract or 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 the additional insured.
2. Even if the requirements of paragraph 1. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION – BLANKET OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM AND LIMITED COVERAGE FOR COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to paragraph 2., **Exclusions of Section I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to “bodily injury” or “property damage” arising out of either your ongoing operations or operations included within the “products-completed operations hazard” when a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part; or
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect, except to the extent that coverage is provided below.

If such consolidated (wrap-up) insurance program expressly provides any period of limitation barring from coverage thereunder any claim for “bodily injury” or “property damage” included within the “products-completed operations hazard” which either arises after a set period of time or which relates to “bodily injury” or “property damage” that occurs after a set period of time, this exclusion shall not apply to such “bodily injury” or “property damage” which is so barred from coverage under the wrap-up program. The extent of the coverage for such “bodily injury” or “property damage” is limited to that provided by the Commercial General Liability Coverage Form (CG 00 01) and the endorsements thereto regardless whether the coverage provided by the wrap-up program was or is identical to the coverage provided by the Commercial General Liability Coverage Form (CG 00 01) and the endorsements thereto.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED EXCLUSION – BLANKET OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to “bodily injury” or “property damage” arising out of either your ongoing operations or operations included within the “products-completed operations hazard” when a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part; or
- (2) Has limits adequate to cover all claims.

This exclusion does not apply if the consolidated (wrap-up) insurance program covering your operations has been cancelled, non-renewed or otherwise no longer applies for reasons other than the exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. You must advise us of such cancellation, nonrenewal or termination as soon as practicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that insured. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations, out of which the injury or damage arises, has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. Other Insurance

1. If specifically required by a written contract or agreement, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. In the absence of a written contract or 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 the additional insured.
2. Even if the requirements of Paragraph 1. are met establishing this coverage as primary and the additional insured's coverage to be 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
COMPLETED OPERATIONS - AUTOMATIC STATUS WHEN REQUIRED IN
CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an insured any person or organization, but only with respect to liability arising out of “your work” performed for that insured and included in the “products-completed operations hazard”.

B. Other Insurance

1. If specifically required by a written contract or agreement, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. In the absence of a written contract or 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 the additional insured.
2. Even if the requirements of Paragraph 1. are met establishing this coverage as primary and the additional insured’s coverage to be 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – SPRAY FOAM INSULATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

- (1) Any liability, injury or damage of any kind, including but not limited to “bodily injury”, “property damage”, “personal and advertising injury”, “reduction in value” or costs or expenses, actually or allegedly arising out of, related to, resulting from, caused by, contributed to or in any way connected with the actual or alleged manufacture, creation, distribution, sale, resale, dispensing, mixing, rebranding, installation, repair, removal, encapsulation, release, abatement, replacement or handling of, exposure to, ingestion of, testing, or failure to test for, or failure to warn, advise of or disclose the presence of “spray foam insulation” whether or not the “spray foam insulation” is or was at any time and in any form airborne or contained in a product or a component part of a product or carried on clothing or other items, inhaled, ingested, transmitted in any fashion or in any form whatsoever.
- (2) Any loss, cost or expense including, but not limited to, payment for investigation or defense fines, penalties, interest and other costs or expenses, arising out of or related to any:
 - (a) Clean up or removal of “spray foam insulation” or products and materials containing “spray foam insulation”;
 - (b) Actions necessary to monitor, assess or evaluate the actual, alleged or threatened release of “spray foam insulation” or products and material containing “spray foam insulation”;
 - (c) Disposal of actual or alleged “spray foam insulation” substances or the taking of action necessary to prevent, minimize or mitigate damage to the public health or welfare or to the environment, which may otherwise result;
 - (d) Compliance with any law or regulation regarding “spray foam insulation”;
 - (e) Existence, storage, handling or transportation of “spray foam insulation”;
 - (f) Supervision, instructions, recommendations, warranties (express or applied), warnings or advice given or which should have been given with respect to “spray foam insulation”; or
 - (g) Providing, or failure to provide, training, training materials, and instructions on the proper usage, distribution, or installation of any “spray foam insulation”.
- (3) Any obligation to share damages with or repay someone else in connection with (1) or (2) of this exclusion.

B. The following is added to SECTION V-DEFINITIONS:

“Spray foam insulation” means:

- (1) Any type of polyurethane spray foam except for cementitious foam or phenolic injection foam;
- (2) Any type of urea-formaldehyde spray foam;
- (3) Any type of isocyanate spray foam;
- (4) Any type of isocyanate spray foam; or
- (5) Any other spray foam materials.

“Reduction in value” means the actual or alleged diminution in value or loss of use of tangible property, whether or not physically damaged.

C. We will have no duty to investigate, defend or indemnify any insured against any loss, claim, “suit”, demand or other proceeding to the extent that such claim, “suit”, demand or other proceeding alleges injury or damages of any kind, including but not limited to “bodily injury”, “property damage”, “personal or advertising injury”, “reduction in value” or any loss cost or expense to which the exclusion provided by this endorsement applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSUREDS – MORTGAGEE, ASSIGNEE, OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED (Section II) is amended to include as an insured any mortgagee, assignee or receiver of the insured but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.
2. This insurance does not apply to structural alternations, new construction and demolition operations performed by or for the additional insured.

SERFF Tracking #:

HRLV-128987625

State Tracking #:**Company Tracking #:**

GL ROUND 4

State: Massachusetts**First Filing Company:** Harleysville Insurance Company, ...**TOI/Sub-TOI:** 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability**Product Name:** GL Round 4**Project Name/Number:** GL/04/16/2013

Rate/Rule Schedule

Item No.	Schedule Item Status	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing Number	Attachments
1		Manual pages	(MA) CG-HE-7, 9 thru 12, September 2013	Replacement	HRLV-128487050	MA GL Exception Pages.pdf Comparison.pdf

MASSACHUSETTS RATE AND RULE EXCEPTIONS

SECTION II – COVERAGE RULES (continued)

Rule 36. DESCRIPTION OF ADDITIONAL ENDORSEMENTS (continued)

- **CG-7273**, Voluntary Property Damage Endorsement, is an optional endorsement modifying the Commercial General Liability coverage form. It provides coverage for claims arising out of property damage to property of others in their care, custody and control which occurs away from their premises. A \$500 deductible applies.

There are four available limits:

\$5,000 Occurrence/\$25,000 Aggregate	\$100 flat charge
\$25,000 Occurrence/\$50,000 Aggregate	\$140 flat charge
\$50,000 Occurrence/\$100,000 Aggregate	\$180 flat charge
\$100,000 Occurrence/\$200,000 Aggregate	\$225 flat charge

These flat premium charges are not subject to deviations or rating plans.

- **CG-7282**, Equipment Dealers General Liability Enhancements, is an optional endorsement available to those insureds whose principal operations involve the sale of mobile agricultural and construction equipment and related accessories. The premium charge for this endorsement is 6% of the deviated and/or modified liability premium; subject to a minimum annual premium of \$250. Do not modify this premium charge under any rating plan or other manual rule revision.
- **CG-7292**, Fuel Oil Dealers Pollution Extension Endorsement, is an optional endorsement that amends the Commercial General Liability coverage form and is designed to provide restricted pollution and clean up coverage. The form is available to fuel oil dealers only with classification code 13204. There is no premium charge for the use of this endorsement.
- **CG-7296**, Additional Insured – Owners, Lessees or Contractors - Completed Operations, is an optional endorsement and available for contractors. It modifies the Commercial General Liability Coverage Part. The premium charge for this endorsement is a \$1,000 flat charge for coverage for all job sites of the designated additional insured. The flat premium charge for this endorsement cannot further be modified by any rating plan including package modification, experience rating, schedule rating or other rating plan. *
- **CG-7297**, Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization, is an optional endorsement and available for contractors. It modifies the Commercial General Liability Coverage Part. The premium charge for this endorsement is a \$1,000 flat charge for coverage for all job sites of the designated additional insured. The flat premium charge for this endorsement cannot further be modified by any rating plan including package modification, experience rating, schedule rating or other rating plan. *
- **CG-7299**, Church Liability Enhancement Endorsement, is an optional endorsement that modifies the Commercial General Liability Coverage Form. It is available only to insureds written within the Church classification, code 41650. This form provides coverage for Cemetery Professional, Pastoral Counseling and \$500 medical payments coverage for participants of a sporting event. The rating of this form is 5% of the total final developed premium for the Church classification, code 41650 and is subject to a minimum premium of \$350. The actual or minimum premium for this endorsement cannot further be modified by any rating plan including package modification, experience rating, schedule rating or other rating plan.
- **CG-7300**, Abuse and Molestation Liability, is an optional endorsement that modifies the Commercial General Liability Coverage Form. It is available only to insureds written within the Church classification, code 41650. This form provides coverage for bodily injury as a result of abuse or molestation. The rating of this form and limits available are:

\$100,000 occurrence/\$200,000 aggregate	\$200 flat charge
\$250,000 occurrence/\$500,000 aggregate	\$250 flat charge
\$500,000 occurrence/\$1,000,000 aggregate	\$300 flat charge
\$1,000,000 occurrence/\$1,000,000 aggregate	\$350 flat charge
\$1,000,000 occurrence/\$2,000,000 aggregate	\$450 flat charge
\$1,000,000 occurrence/\$3,000,000 aggregate	\$500 flat charge

The flat premium charges for this endorsement cannot further be modified by any rating plan including package modification, experience rating, schedule rating or other rating plan.

If this optional coverage is not purchased by a church insured, code 41650, CG 21 46 Abuse or Molestation Exclusion or state equivalent will be automatically attached to the policy.

MASSACHUSETTS RATE AND RULE EXCEPTIONS

SECTION II – COVERAGE RULES (continued)

Rule 36. DESCRIPTION OF ADDITIONAL ENDORSEMENTS (continued)

- **CG-7346**, Blanket Waiver of Transfer of Rights of Recovery Against Others to Us When You Have Agreed in Writing Prior to the Loss, is an optional endorsement that modifies the Commercial General Liability Coverage Form. There is no premium charge associated with this endorsement.
- **CG-7347**, Blanket Locations Separate General Aggregate Limit, is an optional endorsement that modifies the Commercial General Liability Coverage Form. The premium charge for this endorsement is on a “refer to company” basis.
- **CG-7348**, Blanket Construction Project Separate General Aggregate Limit, is an optional endorsement that modifies the Commercial General Liability Coverage Form. The premium charge for this endorsement is on a “refer to company” basis.
- **CG-7349**, Blanket Additional Insured – Automatic Status When Required in Agreement With You, is an optional endorsement that modifies the Commercial General Liability Coverage Form. It is available to all insureds other than those who are construction contractors or those involved in some capacity in the construction industry. The premium charge for this endorsement is on a “refer to company” basis.
- **CG-7350**, Exclusion – Contractors Professional Liability, is an endorsement that modifies the Commercial General Liability Coverage Part. The form is optional for all contractor insureds and excludes bodily injury, property damage, and personal and advertising injury arising from the failure to render any professional service. There is no premium associated with this endorsement.
- **CG-7353**, General Liability Enhancement Plus Endorsement, is an optional endorsement that modifies the Commercial General Liability Coverage Form and provides various coverage enhancements. The premium charge associated with this endorsement is 3% of the unmodified GL subline 334 and 336 policy premium subject to a minimum premium of \$500 and a maximum premium of \$1,500.
- **CG-7356**, General Liability Enhancement Plus Endorsement-Contractors is an optional endorsement that modifies the Commercial General Liability Coverage form and provides various coverage enhancements for contractors only. The premium charge associated with this endorsement is 3% of the unmodified GL subline 334 and 336 policy premium subject to a minimum premium of \$500 and a maximum premium of \$1,500.
- **CG-7360**, Additional Insured – Other Insurance Amendment, is an optional endorsement that modifies the Commercial General Liability Coverage Form. It is available to amend all of the ISO additional insured endorsements except CG 20 10, CG 20 33, and CG 20 37, to provide primary and non-contributory coverage. There is no premium associated with this endorsement.
- **CG-7361**, Hotel/Motel Liability Enhancement Endorsement, is an optional form that modifies the Commercial General Liability Coverage Form. It provides four additional coverages for a hotel/motel insured. A \$500 flat premium charge applies to this endorsement. The flat premium charge cannot further be modified by any rating plan including package modification, experience rating, schedule rating or other rating plan.
- **CG-7362**, Hospitality Services Errors and Omissions Liability, is an optional form that modifies the Commercial General Liability Coverage Form. It provides hotel and motel insureds with errors and omissions coverage for their hospitality services. The rating for this form is as follows:

*

Limit	Rate per \$1000 of Gross Sales for Hotel/Motel Classes
\$25,000	\$0.06
\$50,000	\$0.10
\$100,000	\$0.12
\$250,000	\$0.16
\$500,000	\$0.19

The coverage is subject to a \$250 deductible and a \$100 minimum premium. The final developed premium is not subject to modification by any rating plan, but can be modified by the Package Modification Factor.

MASSACHUSETTS RATE AND RULE EXCEPTIONS

SECTION II – COVERAGE RULES (continued)

Rule 36. DESCRIPTION OF ADDITIONAL ENDORSEMENTS (continued)

- **CG-7363**, Hospitality Services – Limited Professional Liability Exclusion, amends the Commercial General Liability Coverage Form and Hospitality Services Errors and Omissions Liability. It is a mandatory exclusion for all insureds classified as a hotel or motel, classifications 45190, 45191, 45192 and 45193 and is also mandatory when form CG-7362 is attached to a policy. This form replaces the ISO professional exclusions typically attached to a hotel or motel insured, including CG 22 45, CG 22 67, CG 22 90, and CG 23 01. There is no premium associated with this endorsement.
- **CG-7364**, Blanket Additional Insured – Products – Automatic Status When Required In Agreement With You, is an optional endorsement that modifies the Commercial General Liability Coverage form. The premium charge for this endorsement is on a “refer to company” basis.
- **CG-7365**, Blanket Additional Insured – Permits, is an optional endorsement that amends the Commercial General Liability Coverage Form. There is no premium associated with this endorsement.
- **CG-7366**, Amendment of Personal and Advertising Injury Coverage, is an optional endorsement that amends the Commercial General Liability Coverage Form. It amends Coverage B to provide Advertising Injury Liability without providing Personal Injury. There is no premium associated with this endorsement.
- * • **CG-7371**, Contractor’s Errors and Omissions Liability, is an optional endorsement that modifies the Commercial General Liability Coverage Part and is available to certain eligible insureds. This form provides claims-made coverage for claims arising from the insured’s negligent act, error or omission while acting in the insured’s business capacity.

Eligible insureds – only those insureds rated via GL classifications:

- 91111, Air Conditioning Systems or Equipment – dealers or distributors and installation, servicing or repair
- 92478, Electrical Work – within buildings
- 94276, Fence Erection Contractors
- 94569, Floor Covering Installation – not ceramic tile or stone
- 95647, Heating or Combined Heating and Air Conditioning Systems or Equipment – dealers or distributors and installation, servicing or repair – no liquefied petroleum gas (LPG) equipment sales or work
- 96053, House Furnishings Installation-NOC
- 98305, Painting – interior-buildings or structures
- 98344, Paperhanging
- 98482, Plumbing – commercial and industrial
- 98483, Plumbing – residential or domestic
- 98636, Refrigeration Systems or Equipment – dealers and distributors and installation, servicing or repair – commercial
- 99746, Tile, Stone, Marble, Mosaic or Terrazzo Work – interior construction
- 99948, Water Softening Equipment – installation, servicing or repair

Limits Available – a choice of:

- \$100,000 each claim/\$100,000 aggregate
- \$300,000 each claim/\$300,000 aggregate
- \$500,000 each claim/\$500,000 aggregate
- \$1,000,000 each claim/\$1,000,000 aggregate

Deductible – A standard deductible of \$1,000 applies. Optional deductibles available are:

- \$500 – a rating factor of 1.05
- \$2,500 – a rating factor of 0.95
- \$5,000 – a rating factor of 0.90
- \$10,000 – a rating factor of 0.85

MASSACHUSETTS RATE AND RULE EXCEPTIONS

SECTION II – COVERAGE RULES (continued)

Rule 36. DESCRIPTION OF ADDITIONAL ENDORSEMENTS (continued)

Basis of Premium – The basis of premium is the General Liability Products/Completed Operations unmodified premium for the classification(s) the Contractors E&O liability coverage applies to.

Rating –

1. Apply the appropriate percentage charge from the below chart to the unmodified GL Products/Completed Operations, subline 336, premium for the classification(s) the Contractors E&O liability coverage applies to.
2. Apply the appropriate deductible factor to the premium calculated in step 1 above. These factors do not affect the minimum premium.
3. Apply the appropriate claims made factor to the premium calculated in step 1. above. These factors do not affect the minimum premium.
4. The calculated premium is subject to a minimum premium per the below chart.
5. The endorsement premium cannot be further modified by any rating plan including package modification, experience rating, schedule rating or other rating plan.

Contractor E&O Limit	Percentage charge	Minimum Premium
\$100,000/\$100,000	29% of unmodified Products/Completed Operations Premium	\$150 MP
\$300,000/\$300,000	34% of unmodified Products/Completed Operations Premium	\$150 MP
\$500,000/\$500,000	38% of unmodified Products/Completed Operations Premium	\$250 MP
\$1,000,000/\$1,000,000	49% of unmodified Products/Completed Operations Premium	\$250 MP

Year in Program	Factor
1 st	0.82
2 nd	0.91
3 rd	0.96
4 th	0.98
Mature	1.00

Extended Reporting Periods – An Extended Reporting Coverage, CG-7372 is available. See specific rule for CG-7372.

MASSACHUSETTS RATE AND RULE EXCEPTIONS

SECTION II – COVERAGE RULES (continued)

Rule 36. DESCRIPTION OF ADDITIONAL ENDORSEMENTS (continued)

- * • **CG-7372**, Contractor’s Errors and Omission Liability Extended Reporting Period endorsement, is an optional endorsement that amends the Commercial General Liability Coverage Part. It provides a choice of extended reporting periods for Contractors Errors and Omission Liability coverage when the coverage is cancelled or non-renewed. The coverage is available only upon payment of an additional premium, which is a percentage of the premium charge for CG-7371, of:

Extended Reporting Period	Percentage of the last annual contractors E&O endorsement premium.
12 month period	50% of annual premium
24 month period	100% of annual premium
36 month period	150% of annual premium

The endorsement premium cannot be further modified by any rating plan including package modification, experience rating, schedule rating or other rating plan. It is a fully-earned premium and not subject to a return premium if coverage is cancelled during the extended reporting period.

- * • **CG-7383**, Exclusion – Blanket Operations Covered By A Consolidated (Wrap-Up) Insurance Program is an optional endorsement that modifies the Commercial General Liability Coverage Part. It addresses liability arising out of the insured’s operations on a blanket basis when those operations are insured by a consolidated (wrap-up) insurance program. It prevents duplication of coverage. There is no premium associated with this endorsement.
- * • **CG-7388**, Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization for Specific Covered Location is an optional endorsement and available for contractors. It modifies the Commercial General Liability Coverage Part. The premium charge for this endorsement is a \$400 flat charge per location. However, if CG-7393, which provides blanket coverage, is already on the policy, then the premium charge for CG-7388 is reduced to \$50. The flat premium charge for this endorsement cannot further be modified by any rating plan including package modification, experience rating, schedule rating or other rating plan.
- * • **CG-7389**, Additional Insured – Owners, Lessees or Contractors – Completed Operations for Specific Covered Location is an optional endorsement and available for contractors. It modifies the Commercial General Liability Coverage Part. The premium charge for this endorsement is a \$400 flat charge per location. However, if CG-7394, which provides blanket coverage, is already on the policy, then the premium charge for CG-7389 is reduced to \$50. The flat premium charge for this endorsement cannot further be modified by any rating plan including package modification, experience rating, schedule rating or other rating plan.
- * • **CG-7391**, Exclusion – Blanket Operations Covered By A Consolidated (Wrap-Up) Insurance Program and Limited Coverage for Completed Operations is available as an optional endorsement and modifies the Commercial General Liability Coverage Part. This endorsement is available to contractor insureds when they are involved in jobs where coverage is provided by separate wrap-up policies but also when completed operations coverage is required to extend beyond the coverage provisions of the wrap-up policies. The completed operations coverage provided by the endorsement is on a blanket basis. A flat \$1250. premium charge applies to the endorsement. The flat premium charge for this endorsement cannot be further modified by any rating plan including package modification, experience rating, schedule rating or other rating plan.
- * • **CG-7392**, Limited Exclusion – Blanket Operations Covered By A Consolidated (Wrap-Up) Insurance Program is available as an optional endorsement and modifies the Commercial General Liability Coverage Part. This endorsement is available to contractor insureds when they are involved in jobs where coverage is provided by separate wrap-up policies but also when completed operations coverage is required to extend beyond the coverage provisions of the wrap-up policies and when those wrap-up policies have been cancelled, nonrenewed or otherwise no longer applies for reasons other than the exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. The coverage provided by the endorsement is on a blanket basis. A flat \$1875. premium charge applies to the endorsement. The flat premium charge for this endorsement cannot be further modified by any rating plan including package modification, experience rating, schedule rating or other rating plan.

MASSACHUSETTS RATE AND RULE EXCEPTIONS

SECTION II – COVERAGE RULES (continued)

Rule 36. DESCRIPTION OF ADDITIONAL ENDORSEMENTS (continued)

- **CG-7393**, Additional Insured – Owners, Lessees or Contractors – Automatic Status When Required in Construction Agreement With You is an optional endorsement and available for contractors. It modifies the Commercial General Liability Coverage Part. The premium charge for this endorsement is a \$1,500 flat charge for blanket on-going operations coverage. The flat premium charge for this endorsement cannot further be modified by any rating plan including package modification, experience rating, schedule rating or other rating plan. *
- **CG-7394**, Additional Insured – Owners, Lessees or Contractors – Completed Operations – Automatic Status When Required in Construction Agreement With You is an optional endorsement and available for contractors. It modifies the Commercial General Liability Coverage Part. The premium charge for this endorsement is a \$1,500 flat charge for blanket Completed Operations coverage. The flat premium charge for this endorsement cannot further be modified by any rating plan including package modification, experience rating, schedule rating or other rating plan. *
- **CG-7395**, Exclusion-Spray Foam Insulation amends the Commercial General Liability Coverage Part and is applied as a mandatory exclusion for insulation contractors classified using class 96408, 96409 or 96410. There is no premium associated with this endorsement. *
- **CG-7396**, Blanket Additional Insureds-Mortgagee, Assignee, or Receiver is an optional endorsement that modifies the Commercial General Liability Coverage Part. There is no premium associated with this endorsement. *
- **IL-7115**, Exclusion – Exterior Insulation and Finish Systems (EIFS), applies to all Commercial General Liability Policies covering contractors who are in any way involved with the installation of Exterior Insulation and Finish Systems, including the following class codes:

91340	91582	91585	95625	96410	98640	99953
91342	91583	91746	96408	97447	98967	99954
91580	91584	94444	96409	98449	99952	99955
- **IL-7185**, Notice of Cancellation for Designated Person or Organization, is an optional form. This form stipulates that an entity, other than the Named Insured, will receive a notification from us that the Named Insured’s policy has been cancelled or nonrenewed. This form does not grant or amend coverage. There is no premium associated with this form.

SECTION III – MISCELLANEOUS RULES

Rule 43. EMPLOYEE BENEFITS LIABILITY COVERAGE

CG 04 35, Employee Benefits Liability Coverage, is available to protect employers from losses arising out of the administration of an employee benefit program. It provides coverage for claims resulting from a negligent act, error or omission. Coverage is provided on a claims-made basis and is offered at the following limits and premium.

Basic Limits: \$100,000/\$200,000

Maximum Available Limits: \$1,000,000/\$3,000,000

Increased Limits are rated using ISO ILF Table B

Deductible: A minimum of \$1,000 deductible per employee applies

Premium is subject to a \$350 minimum premium which is not subject to increased limits factors or claims-made factors.

Rates per employee:	First 5,000 employees	\$0.12
	Next 5,000 employees	\$0.09
	Over 10,000 employees	\$0.06

The premium derived from the above rating must be adjusted to reflect the appropriate year in claims made. These factors do not affect the minimum premium.

MASSACHUSETTS RATE AND RULE EXCEPTIONS

SECTION III – MISCELLANEOUS RULES (continued)

Rule 43. EMPLOYEE BENEFITS LIABILITY COVERAGE (continued)

Claims Made Factors:

Year in Program	Factor
1st	.82
2nd	.91
3rd	.96
4th	.98
Mature	1.00

An Extended Reporting Coverage, CG 27 15 is available for an additional premium charge by applying a factor of 1.00 to the mature annual endorsement premium. When Employee Benefits Liability is cancelled or nonrenewed, this endorsement is available to extend the reporting period.

Rule 44. PRODUCT WITHDRAWAL COVERAGE

A. Coverage:

This coverage pays for the expense to recall products per form **CG-7192** – Limited Product Withdrawal Expense Endorsement.

B. Basis of Premium:

Per \$1,000 of sales.

C. Deductible:

Minimum \$1,000 deductible per recall.

D. Basic Limits:

The basic limits are \$25,000/\$50,000 each Recall/Aggregate.

E. Minimum Premium:

The minimum premium for this coverage is \$500.

F. Rating Procedure:

1. Multiply the basic limits Products/Completed Operations rate by a .10 factor.
2. Multiply rate by the appropriate Increased Limit Factor from the approved Products/Completed Operations Table.
3. Multiply rate by the deductible factors as follows:

Deductible	Factor
\$1,000	1.00
\$2,500	.95
\$5,000	.90
\$10,000	.85

For other deductible amounts, refer to company.

4. Multiply rate by retail products surcharge (if applicable).
5. A 25% credit or debit may be applied based on underwriting considerations.
6. Multiply final rate times total sales (in thousands).

Retail Products Surcharge

All products which will ultimately be available for retail purchase or consumption shall have a 2.00 surcharge factor multiplied by the calculated products recall rate. Retail products include, but are not limited to, those products purchased by the public including food, toys, home furniture, household appliances, building products, sporting goods, clothes and pharmaceuticals.

MASSACHUSETTS RATE AND RULE EXCEPTIONS

SECTION III – MISCELLANEOUS RULES (continued)

Rule 47. POLLUTION LIABILITY COVERAGE (Subline 350)

This rule is replaced by the following:

CG-7185, Limited Pollution Coverage, is an optional endorsement that modifies the Commercial General Liability Coverage Form. It provides bodily injury, property damage and clean-up costs arising out of a pollution incident.

Premium determination is based on a selected limit and deductible amount. The rating of this form is a percentage of the total general liability manual premium of the policy. The rating of the endorsement and the choices of limits and deductibles are contained in this rule. The actual premium is subject to a minimum premium of \$250. The actual or minimum premium for this endorsement cannot further be modified by any rating plan including package modification, experience rating, schedule rating or other rating plan.

<u>Limit</u>	<u>Deductible Amount</u>	<u>Percentage Charge of Manual GL Premium on Policy</u>
\$100,000	\$5,000	5%
100,000	1,000	7%
300,000	5,000	7%
300,000	1,000	10%
500,000	5,000	9%
500,000	1,000	12%

Rule 54. YEAR 2000 COMPUTER-RELATED ENDORSEMENTS

This rule is replaced by the following:

To exclude coverage for computer or computer-related, actual or alleged failure, malfunction, inadequacy or inability to correctly recognize, distinguish, interpret or accept the year 2000 and beyond, attach Exclusion – Computer-Related and Other Electronics Problems endorsement **CG-7195** to the following: Commercial General Liability Coverage Part; Liquor Liability Coverage Part; Products/Completed Operations Liability Coverage Part; Owners and Contractors Protective Liability Coverage Part; and Railroad Protective Liability Coverage Part.

Text Comparison

Documents Compared

MA GL Exception pages OLD.pdf

MA GL Exception Pages.pdf

Summary

1762 word(s) added

39 word(s) deleted

2387 word(s) matched

16 block(s) matched

To see where the changes are, scroll down.

MASSACHUSETTS RATE AND RULE EXCEPTIONS

SECTION II – COVERAGE RULES (continued)

Rule 36. DESCRIPTION OF ADDITIONAL ENDORSEMENTS (continued)

- **CG-7273**, Voluntary Property Damage Endorsement, is an optional endorsement modifying the Commercial General Liability coverage form. It provides coverage for claims arising out of property damage to property of others in their care, custody and control which occurs away from their premises. A \$500 deductible applies.

There are four available limits:

\$5,000 Occurrence/\$25,000 Aggregate	\$100 flat charge
\$25,000 Occurrence/\$50,000 Aggregate	\$140 flat charge
\$50,000 Occurrence/\$100,000 Aggregate	\$180 flat charge
\$100,000 Occurrence/\$200,000 Aggregate	\$225 flat charge

These flat premium charges are not subject to deviations or rating plans.

- **CG-7282**, Equipment Dealers General Liability Enhancements, is an optional endorsement available to those insureds whose principal operations involve the sale of mobile agricultural and construction equipment and related accessories. The premium charge for this endorsement is 6% of the deviated and/or modified liability premium; subject to a minimum annual premium of \$250. Do not modify this premium charge under any rating plan or other manual rule revision.
- **CG-7292**, Fuel Oil Dealers Pollution Extension Endorsement, is an optional endorsement that amends the Commercial General Liability coverage form and is designed to provide restricted pollution and clean up coverage. The form is available to fuel oil dealers only with classification code 13204. There is no premium charge for the use of this endorsement.
- **CG-7296**, Additional Insured – Owners, Lessees or Contractors – ~~Completed Operations~~, is ~~available for contractors~~. The premium charge for this endorsement is a ~~\$400 flat charge per location~~.
- **CG-7297**, Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization, is ~~available for contractors~~. The premium charge for this endorsement is a ~~\$400 flat charge per location~~.
- **CG-7299**, Church Liability Enhancement Endorsement, is an optional endorsement that modifies the Commercial General Liability Coverage Form. It is available only to insureds written within the Church classification, code 41650. This form provides coverage for Cemetery Professional, Pastoral Counseling and \$500 medical payments coverage for participants of a sporting event. The rating of this form is 5% of the total final developed premium for the Church classification, code 41650 and is subject to a minimum premium of \$350. The actual or minimum premium for this endorsement cannot further be modified by any rating plan including package modification, experience rating, schedule rating or other rating plan.
- **CG-7300**, Abuse and Molestation Liability, is an optional endorsement that modifies the Commercial General Liability Coverage Form. It is available only to insureds written within the Church classification, code 41650. This form provides coverage for bodily injury as a result of abuse or molestation. The rating of this form and limits available are:

\$100,000 occurrence/\$200,000 aggregate	\$200 flat charge
\$250,000 occurrence/\$500,000 aggregate	\$250 flat charge
\$500,000 occurrence/\$1,000,000 aggregate	\$300 flat charge
\$1,000,000 occurrence/\$1,000,000 aggregate	\$350 flat charge
\$1,000,000 occurrence/\$2,000,000 aggregate	\$450 flat charge
\$1,000,000 occurrence/\$3,000,000 aggregate	\$500 flat charge

The flat premium charges for this endorsement cannot further be modified by any rating plan including package modification, experience rating, schedule rating or other rating plan.

If this optional coverage is not purchased by a church insured, code 41650, CG 21 46 Abuse or Molestation Exclusion or state equivalent will be automatically attached to the policy.

MASSACHUSETTS RATE AND RULE EXCEPTIONS

SECTION II – COVERAGE RULES (continued)

Rule 36. DESCRIPTION OF ADDITIONAL ENDORSEMENTS (continued)

- **CG-7273**, Voluntary Property Damage Endorsement, is an optional endorsement modifying the Commercial General Liability coverage form. It provides coverage for claims arising out of property damage to property of others in their care, custody and control which occurs away from their premises. A \$500 deductible applies.

There are four available limits:

\$5,000 Occurrence/\$25,000 Aggregate	\$100 flat charge
\$25,000 Occurrence/\$50,000 Aggregate	\$140 flat charge
\$50,000 Occurrence/\$100,000 Aggregate	\$180 flat charge
\$100,000 Occurrence/\$200,000 Aggregate	\$225 flat charge

These flat premium charges are not subject to deviations or rating plans.

- **CG-7282**, Equipment Dealers General Liability Enhancements, is an optional endorsement available to those insureds whose principal operations involve the sale of mobile agricultural and construction equipment and related accessories. The premium charge for this endorsement is 6% of the deviated and/or modified liability premium; subject to a minimum annual premium of \$250. Do not modify this premium charge under any rating plan or other manual rule revision.

- **CG-7292**, Fuel Oil Dealers Pollution Extension Endorsement, is an optional endorsement that amends the Commercial General Liability coverage form and is designed to provide restricted pollution and clean up coverage. The form is available to fuel oil dealers only with classification code 13204. There is no premium charge for the use of this endorsement.

- **CG-7296**, Additional Insured – Owners, Lessees or Contractors – Completed Operations, is an optional endorsement and available for contractors. It modifies the Commercial General Liability Coverage Part. The premium charge for this endorsement is a \$1,000 flat charge for coverage for all job sites of the designated additional insured. The flat premium charge for this endorsement cannot further be modified by any rating plan including package modification, experience rating, schedule rating or other rating plan. *

- **CG-7297**, Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization, is an optional endorsement and available for contractors. It modifies the Commercial General Liability Coverage Part. The premium charge for this endorsement is a \$1,000 flat charge for coverage for all job sites of the designated additional insured. The flat premium charge for this endorsement cannot further be modified by any rating plan including package modification, experience rating, schedule rating or other rating plan. *

- **CG-7299**, Church Liability Enhancement Endorsement, is an optional endorsement that modifies the Commercial General Liability Coverage Form. It is available only to insureds written within the Church classification, code 41650. This form provides coverage for Cemetery Professional, Pastoral Counseling and \$500 medical payments coverage for participants of a sporting event. The rating of this form is 5% of the total final developed premium for the Church classification, code 41650 and is subject to a minimum premium of \$350. The actual or minimum premium for this endorsement cannot further be modified by any rating plan including package modification, experience rating, schedule rating or other rating plan.

- **CG-7300**, Abuse and Molestation Liability, is an optional endorsement that modifies the Commercial General Liability Coverage Form. It is available only to insureds written within the Church classification, code 41650. This form provides coverage for bodily injury as a result of abuse or molestation. The rating of this form and limits available are:

\$100,000 occurrence/\$200,000 aggregate	\$200 flat charge
\$250,000 occurrence/\$500,000 aggregate	\$250 flat charge
\$500,000 occurrence/\$1,000,000 aggregate	\$300 flat charge
\$1,000,000 occurrence/\$1,000,000 aggregate	\$350 flat charge
\$1,000,000 occurrence/\$2,000,000 aggregate	\$450 flat charge
\$1,000,000 occurrence/\$3,000,000 aggregate	\$500 flat charge

The flat premium charges for this endorsement cannot further be modified by any rating plan including package modification, experience rating, schedule rating or other rating plan.

If this optional coverage is not purchased by a church insured, code 41650, CG 21 46 Abuse or Molestation Exclusion or state equivalent will be automatically attached to the policy.

MASSACHUSETTS RATE AND RULE EXCEPTIONS

SECTION II – COVERAGE RULES (continued)

Rule 36. DESCRIPTION OF ADDITIONAL ENDORSEMENTS (continued)

- **CG-7346**, Blanket Waiver of Transfer of Rights of Recovery Against Others to Us When You Have Agreed in Writing Prior to the Loss, is an optional endorsement that modifies the Commercial General Liability Coverage Form. There is no premium charge associated with this endorsement.
- **CG-7347**, Blanket Locations Separate General Aggregate Limit, is an optional endorsement that modifies the Commercial General Liability Coverage Form. The premium charge for this endorsement is on a “refer to company” basis.
- **CG-7348**, Blanket Construction Project Separate General Aggregate Limit, is an optional endorsement that modifies the Commercial General Liability Coverage Form. The premium charge for this endorsement is on a “refer to company” basis.
- **CG-7349**, Blanket Additional Insured – Automatic Status When Required in Agreement With You, is an optional endorsement that modifies the Commercial General Liability Coverage Form. It is available to all insureds other than those who are construction contractors or those involved in some capacity in the construction industry. The premium charge for this endorsement is on a “refer to company” basis.
- **CG-7350**, Exclusion – Contractors Professional Liability, is an endorsement that modifies the Commercial General Liability Coverage form. ~~The form is mandatory~~ for all contractor insureds and excludes bodily injury, property damage, and personal and advertising injury arising from the failure to render any professional service.
- **CG-7353**, General Liability Enhancement Plus Endorsement, is an optional endorsement that modifies the Commercial General Liability Coverage Form and provides various coverage enhancements. The premium charge associated with this endorsement is 3% of the unmodified GL subline 334 and 336 policy premium subject to a minimum premium of \$500 and a maximum premium of \$1,500.
- **CG-7356**, General Liability Enhancement Plus Endorsement-Contractors is an optional endorsement that modifies the Commercial General Liability Coverage form and provides various coverage enhancements for contractors only. The premium charge associated with this endorsement is 3% of the unmodified GL subline 334 and 336 policy premium subject to a minimum premium of \$500 and a maximum premium of \$1,500.
- **CG-7360**, Additional Insured – Other Insurance Amendment, is an optional endorsement that modifies the Commercial General Liability Coverage Form. It is available to amend all of the ISO additional insured endorsements except CG 20 10, CG 20 33, and CG 20 37, to provide primary and non-contributory coverage. There is no premium associated with this endorsement.
- **CG-7361**, Hotel/Motel Liability Enhancement Endorsement, is an optional form that modifies the Commercial General Liability Coverage Form. It provides four additional coverages for a hotel/motel insured. A \$500 flat premium charge applies to this endorsement. The flat premium charge cannot further be modified by any rating plan including package modification, experience rating, schedule rating or other rating plan.
- **CG-7362**, Hospitality Services Errors and Omissions Liability, is an optional form that modifies the Commercial General Liability Coverage Form. It provides hotel and motel insureds with errors and omissions coverage for their hospitality services. The rating for this form is as follows:

Limit	Rate per \$1000 of Gross Sales for Hotel/Motel Classes
\$25,000	\$0.06
\$50,000	\$0.10
\$100,000	\$0.12
\$250,000	\$0.16
\$500,000	\$0.19

The coverage is subject to a \$250 deductible and a \$100 minimum premium. The final developed premium is not subject to modification by any rating plan, but can be modified by the Package Modification Factor.

MASSACHUSETTS RATE AND RULE EXCEPTIONS

SECTION II – COVERAGE RULES (continued)

Rule 36. DESCRIPTION OF ADDITIONAL ENDORSEMENTS (continued)

- **CG-7346**, Blanket Waiver of Transfer of Rights of Recovery Against Others to Us When You Have Agreed in Writing Prior to the Loss, is an optional endorsement that modifies the Commercial General Liability Coverage Form. There is no premium charge associated with this endorsement.
- **CG-7347**, Blanket Locations Separate General Aggregate Limit, is an optional endorsement that modifies the Commercial General Liability Coverage Form. The premium charge for this endorsement is on a “refer to company” basis.
- **CG-7348**, Blanket Construction Project Separate General Aggregate Limit, is an optional endorsement that modifies the Commercial General Liability Coverage Form. The premium charge for this endorsement is on a “refer to company” basis.
- **CG-7349**, Blanket Additional Insured – Automatic Status When Required in Agreement With You, is an optional endorsement that modifies the Commercial General Liability Coverage Form. It is available to all insureds other than those who are construction contractors or those involved in some capacity in the construction industry. The premium charge for this endorsement is on a “refer to company” basis.
- **CG-7350**, Exclusion – Contractors Professional Liability, is an endorsement that modifies the Commercial General Liability Coverage Part. The form is optional for all contractor insureds and excludes bodily injury, property damage, and personal and advertising injury arising from the failure to render any professional service. There is no premium associated with this endorsement. *
- **CG-7353**, General Liability Enhancement Plus Endorsement, is an optional endorsement that modifies the Commercial General Liability Coverage Form and provides various coverage enhancements. The premium charge associated with this endorsement is 3% of the unmodified GL subline 334 and 336 policy premium subject to a minimum premium of \$500 and a maximum premium of \$1,500.
- **CG-7356**, General Liability Enhancement Plus Endorsement-Contractors is an optional endorsement that modifies the Commercial General Liability Coverage form and provides various coverage enhancements for contractors only. The premium charge associated with this endorsement is 3% of the unmodified GL subline 334 and 336 policy premium subject to a minimum premium of \$500 and a maximum premium of \$1,500.
- **CG-7360**, Additional Insured – Other Insurance Amendment, is an optional endorsement that modifies the Commercial General Liability Coverage Form. It is available to amend all of the ISO additional insured endorsements except CG 20 10, CG 20 33, and CG 20 37, to provide primary and non-contributory coverage. There is no premium associated with this endorsement.
- **CG-7361**, Hotel/Motel Liability Enhancement Endorsement, is an optional form that modifies the Commercial General Liability Coverage Form. It provides four additional coverages for a hotel/motel insured. A \$500 flat premium charge applies to this endorsement. The flat premium charge cannot further be modified by any rating plan including package modification, experience rating, schedule rating or other rating plan.
- **CG-7362**, Hospitality Services Errors and Omissions Liability, is an optional form that modifies the Commercial General Liability Coverage Form. It provides hotel and motel insureds with errors and omissions coverage for their hospitality services. The rating for this form is as follows:

Limit	Rate per \$1000 of Gross Sales for Hotel/Motel Classes
\$25,000	\$0.06
\$50,000	\$0.10
\$100,000	\$0.12
\$250,000	\$0.16
\$500,000	\$0.19

The coverage is subject to a \$250 deductible and a \$100 minimum premium. The final developed premium is not subject to modification by any rating plan, but can be modified by the Package Modification Factor.

MASSACHUSETTS RATE AND RULE EXCEPTIONS

SECTION II – COVERAGE RULES (continued)

Rule 36. DESCRIPTION OF ADDITIONAL ENDORSEMENTS (continued)

- **CG-7363**, Hospitality Services – Limited Professional Liability Exclusion, amends the Commercial General Liability Coverage Form and Hospitality Services Errors and Omissions Liability. It is a mandatory exclusion for all insureds classified as a hotel or motel, classifications 45190, 45191, 45192 and 45193 and is also mandatory when form CG-7362 is attached to a policy. This form replaces the ISO professional exclusions typically attached to a hotel or motel insured, including CG 22 45, CG 22 67, CG 22 90, and CG 23 01. There is no premium associated with this endorsement.
- **CG-7364**, Blanket Additional Insured – Products – Automatic Status When Required In Agreement With You, is an optional endorsement that modifies the Commercial General Liability Coverage form. The premium charge for this endorsement is on a “refer to company” basis.
- **CG-7365**, Blanket Additional Insured – Permits, is an optional endorsement that amends the Commercial General Liability Coverage Form. There is no premium associated with this endorsement.
- **CG-7366**, Amendment of Personal and Advertising Injury Coverage, is an optional endorsement that amends the Commercial General Liability Coverage Form. It amends Coverage B to provide Advertising Injury Liability without providing Personal Injury. There is no premium associated with this endorsement.
- **IL-7115**, Exclusion – Exterior Insulation and Finish Systems (EIFS), applies to all Commercial General Liability Policies covering contractors who are in any way involved with the installation of Exterior Insulation and Finish Systems, including the following class codes:

91340	91582	91585	95625	96410	98640	99953
91342	91583	91746	96408	97447	98967	99954
91580	91584	94444	96409	98449	99952	99955

- **IL-7185**, Notice of Cancellation for Designated Person or Organization, is an optional form. This form stipulates that an entity, other than the Named Insured, will receive a notification from us that the Named Insured’s policy has been cancelled or nonrenewed. This form does not grant or amend coverage. There is no premium associated with this form.

SECTION III – MISCELLANEOUS RULES

Rule 43. EMPLOYEE BENEFITS LIABILITY COVERAGE

CG 04 35, Employee Benefits Liability Coverage, is available to protect employers from losses arising out of the administration of an employee benefit program. It provides coverage for claims resulting from a negligent act, error or omission. Coverage is provided on a claims-made basis and is offered at the following limits and premium.

Basic Limits: \$100,000/\$200,000

Maximum Available Limits: \$1,000,000/\$3,000,000

Increased Limits are rated using ISO ILF Table B

Deductible: A minimum of \$1,000 deductible per employee applies

Premium is subject to a \$350 minimum premium which is not subject to increased limits factors or claims-made factors.

Rates per employee:	First 5,000 employees	\$0.12
	Next 5,000 employees	\$0.09
	Over 10,000 employees	\$0.06

The premium derived from the above rating must be adjusted to reflect the appropriate year in claims made. These factors do not affect the minimum premium.

MASSACHUSETTS RATE AND RULE EXCEPTIONS

SECTION II – COVERAGE RULES (continued)

Rule 36. DESCRIPTION OF ADDITIONAL ENDORSEMENTS (continued)

- **CG-7363**, Hospitality Services – Limited Professional Liability Exclusion, amends the Commercial General Liability Coverage Form and Hospitality Services Errors and Omissions Liability. It is a mandatory exclusion for all insureds classified as a hotel or motel, classifications 45190, 45191, 45192 and 45193 and is also mandatory when form CG-7362 is attached to a policy. This form replaces the ISO professional exclusions typically attached to a hotel or motel insured, including CG 22 45, CG 22 67, CG 22 90, and CG 23 01. There is no premium associated with this endorsement.
- **CG-7364**, Blanket Additional Insured – Products – Automatic Status When Required In Agreement With You, is an optional endorsement that modifies the Commercial General Liability Coverage form. The premium charge for this endorsement is on a “refer to company” basis.
- **CG-7365**, Blanket Additional Insured – Permits, is an optional endorsement that amends the Commercial General Liability Coverage Form. There is no premium associated with this endorsement.
- **CG-7366**, Amendment of Personal and Advertising Injury Coverage, is an optional endorsement that amends the Commercial General Liability Coverage Form. It amends Coverage B to provide Advertising Injury Liability without providing Personal Injury. There is no premium associated with this endorsement.
- * • **CG-7371** Contractor’s Errors and Omissions Liability is an optional endorsement that modifies the Commercial General Liability Coverage Part and is available to certain eligible insureds. This form provides claims-made coverage for claims arising from the insured’s negligent act, error or omission while acting in the insured’s business capacity.

Eligible insureds – only those insureds rated via GL classifications:

- 91111 Air Conditioning Systems or Equipment – dealers or distributors and installation, servicing or repair
- 92478 Electrical Work – within buildings
- 94276 Fence Erection Contractors
- 94569 Floor Covering Installation – not ceramic tile or stone
- 95647 Heating or Combined Heating and Air Conditioning Systems or Equipment – dealers or distributors and installation, servicing or repair – no liquefied petroleum gas (LPG) equipment sales or work
- 96053 House Furnishings Installation-NOC
- 98305 Painting – interior-buildings or structures
- 98344 Paperhanging
- 98482 Plumbing – commercial and industrial
- 98483 Plumbing – residential or domestic
- 98636 Refrigeration Systems or Equipment – dealers and distributors and installation, servicing or repair – commercial
- 99746 Tile, Stone, Marble, Mosaic or Terrazzo Work – interior construction
- 99948 Water Softening Equipment – installation, servicing or repair

Limits Available – a choice of:

- \$100,000 each claim/\$100,000 aggregate
- \$300,000 each claim/\$300,000 aggregate
- \$500,000 each claim/\$500,000 aggregate
- \$1,000,000 each claim/\$1,000,000 aggregate

Deductible – A standard deductible of \$1,000 applies. Optional deductibles available are:

- \$500 – a rating factor of 1.05
- \$2,500 – a rating factor of 0.95
- \$5,000 – a rating factor of 0.90
- \$10,000 – a rating factor of 0.85

MASSACHUSETTS RATE AND RULE EXCEPTIONS

SECTION III – MISCELLANEOUS RULES (continued)

Rule 43. EMPLOYEE BENEFITS LIABILITY COVERAGE (continued)

Claims Made Factors:

Year in Program	Factor
1st	.82
2nd	.91
3rd	.96
4th	.98
Mature	1.00

An Extended Reporting Coverage, CG 27 15 is available for an additional premium charge by applying a factor of 1.00 to the mature annual endorsement premium. When Employee Benefits Liability is cancelled or nonrenewed, this endorsement is available to extend the reporting period.

Rule 44. PRODUCT WITHDRAWAL COVERAGE

A. Coverage:

This coverage pays for the expense to recall products per form **CG-7192** – Limited Product Withdrawal Expense Endorsement.

B. Basis of Premium:

Per \$1,000 of sales.

C. Deductible:

Minimum \$1,000 deductible per recall.

D. Basic Limits:

The basic limits are \$25,000/\$50,000 each Recall/Aggregate.

E. Minimum Premium:

The minimum premium for this coverage is \$500.

F. Rating Procedure:

1. Multiply the basic limits Products/Completed Operations rate by a .10 factor.
2. Multiply rate by the appropriate Increased Limit Factor from the approved Products/Completed Operations Table.
3. Multiply rate by the deductible factors as follows:

Deductible	Factor
\$1,000	1.00
\$2,500	.95
\$5,000	.90
\$10,000	.85

For other deductible amounts, refer to company.

4. Multiply rate by retail products surcharge (if applicable).
5. A 25% credit or debit may be applied based on underwriting considerations.
6. Multiply final rate times total sales (in thousands).

Retail Products Surcharge

All products which will ultimately be available for retail purchase or consumption shall have a 2.00 surcharge factor multiplied by the calculated products recall rate. Retail products include, but are not limited to, those products purchased by the public including food, toys, home furniture, household appliances, building products, sporting goods, clothes and pharmaceuticals.

MASSACHUSETTS RATE AND RULE EXCEPTIONS

SECTION II – COVERAGE RULES (continued)

Rule 36. DESCRIPTION OF ADDITIONAL ENDORSEMENTS (continued)

Basis of Premium – The basis of premium is the General Liability Products/Completed Operations unmodified premium for the classification(s) the Contractors E&O liability coverage applies to.

Rating –

1. Apply the appropriate percentage charge from the below chart to the unmodified GL Products/Completed Operations subline 336 premium for the classification(s) the Contractors E&O liability coverage applies to.
2. Apply the appropriate deductible factor to the premium calculated in step 1 above. These factors do not affect the minimum premium.
3. Apply the appropriate claims made factor to the premium calculated in step 1 above. These factors do not affect the minimum premium.
4. The calculated premium is subject to a minimum premium per the below chart.
5. The endorsement premium cannot be further modified by any rating plan including package modification, experience rating, schedule rating or other rating plan.

<u>Contractor E&O Limit</u>	<u>Percentage charge</u>	<u>Minimum Premium</u>
<u>\$100,000/\$100,000</u>	<u>29% of unmodified Products/Completed Operations Premium</u>	<u>\$150 MP</u>
<u>\$300,000/\$300,000</u>	<u>34% of unmodified Products/Completed Operations Premium</u>	<u>\$150 MP</u>
<u>\$500,000/\$500,000</u>	<u>38% of unmodified Products/Completed Operations Premium</u>	<u>\$250 MP</u>
<u>\$1,000,000/\$1,000,000</u>	<u>49% of unmodified Products/Completed Operations Premium</u>	<u>\$250 MP</u>

<u>Year in Program</u>	<u>Factor</u>
<u>1st</u>	<u>0.82</u>
<u>2nd</u>	<u>0.91</u>
<u>3rd</u>	<u>0.96</u>
<u>4th</u>	<u>0.98</u>
<u>Mature</u>	<u>1.00</u>

Extended Reporting Periods – An Extended Reporting Coverage CG-7372 is available. See specific rule for CG-7372.

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MASSACHUSETTS RATE AND RULE EXCEPTIONS

SECTION III – MISCELLANEOUS RULES (continued)

Rule 47. POLLUTION LIABILITY COVERAGE (Subline 350)

This rule is replaced by the following:

CG-7185, Limited Pollution Coverage, is an optional endorsement that modifies the Commercial General Liability Coverage Form. It provides bodily injury, property damage and clean-up costs arising out of a pollution incident.

Premium determination is based on a selected limit and deductible amount. The rating of this form is a percentage of the total general liability manual premium of the policy. The rating of the endorsement and the choices of limits and deductibles are contained in this rule. The actual premium is subject to a minimum premium of \$250. The actual or minimum premium for this endorsement cannot further be modified by any rating plan including package modification, experience rating, schedule rating or other rating plan.

<u>Limit</u>	<u>Deductible Amount</u>	<u>Percentage Charge of Manual GL Premium on Policy</u>
\$100,000	\$5,000	5%
100,000	1,000	7%
300,000	5,000	7%
300,000	1,000	10%
500,000	5,000	9%
500,000	1,000	12%

Rule 54. YEAR 2000 COMPUTER-RELATED ENDORSEMENTS

This rule is replaced by the following:

To exclude coverage for computer or computer-related, actual or alleged failure, malfunction, inadequacy or inability to correctly recognize, distinguish, interpret or accept the year 2000 and beyond, attach Exclusion – Computer-Related and Other Electronics Problems endorsement **CG-7195** to the following: Commercial General Liability Coverage Part; Liquor Liability Coverage Part; Products/Completed Operations Liability Coverage Part; Owners and Contractors Protective Liability Coverage Part; and Railroad Protective Liability Coverage Part.

MASSACHUSETTS RATE AND RULE EXCEPTIONS

SECTION II – COVERAGE RULES (continued)

Rule 36. DESCRIPTION OF ADDITIONAL ENDORSEMENTS (continued)

- * **CG-7372 Contractor's Errors and Omission Liability Extended Reporting Period endorsement is an optional endorsement that amends the Commercial General Liability Coverage Part. It provides a choice of extended reporting periods for Contractors Errors and Omission Liability coverage when the coverage is cancelled or non-renewed. The coverage is available only upon payment of an additional premium, which is a percentage of the premium charge for CG-7371, of:**

<u>Extended Reporting Period</u>	<u>Percentage of the last annual contractors E&O endorsement premium.</u>
<u>12 month period</u>	<u>50% of annual premium</u>
<u>24 month period</u>	<u>100% of annual premium</u>
<u>36 month period</u>	<u>150% of annual premium</u>

The endorsement premium cannot be further modified by any rating plan including package modification, experience rating, schedule rating or other rating plan. It is a fully-earned premium and not subject to a return premium if coverage is cancelled during the extended reporting period.

- * **CG-7383 Exclusion – Blanket Operations Covered By A Consolidated (Wrap-Up) Insurance Program is an optional endorsement that modifies the Commercial General Liability Coverage Part. It addresses liability arising out of the insured's operations on a blanket basis when those operations are insured by a consolidated (wrap-up) insurance program. It prevents duplication of coverage. There is no premium associated with this endorsement.**

- * **CG-7388 Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization for Specific Covered Location is an optional endorsement and available for contractors. It modifies the Commercial General Liability Coverage Part. The premium charge for this endorsement is a \$400 flat charge per location. However, if CG-7393, which provides blanket coverage, is already on the policy, then the premium charge for CG-7388 is reduced to \$50. The flat premium charge for this endorsement cannot further be modified by any rating plan including package modification, experience rating, schedule rating or other rating plan.**

- * **CG-7389 Additional Insured – Owners, Lessees or Contractors – Completed Operations for Specific Covered Location is an optional endorsement and available for contractors. It modifies the Commercial General Liability Coverage Part. The premium charge for this endorsement is a \$400 flat charge per location. However, if CG-7394, which provides blanket coverage, is already on the policy, then the premium charge for CG-7389 is reduced to \$50. The flat premium charge for this endorsement cannot further be modified by any rating plan including package modification, experience rating, schedule rating or other rating plan.**

- * **CG-7391 Exclusion – Blanket Operations Covered By A Consolidated (Wrap-Up) Insurance Program and Limited Coverage for Completed Operations is available as an optional endorsement and modifies the Commercial General Liability Coverage Part. This endorsement is available to contractor insureds when they are involved in jobs where coverage is provided by separate wrap-up policies but also when completed operations coverage is required to extend beyond the coverage provisions of the wrap-up policies. The completed operations coverage provided by the endorsement is on a blanket basis. A flat \$1250 premium charge applies to the endorsement. The flat premium charge for this endorsement cannot be further modified by any rating plan including package modification, experience rating, schedule rating or other rating plan.**

- * **CG-7392 Limited Exclusion – Blanket Operations Covered By A Consolidated (Wrap-Up) Insurance Program is available as an optional endorsement and modifies the Commercial General Liability Coverage Part. This endorsement is available to contractor insureds when they are involved in jobs where coverage is provided by separate wrap-up policies but also when completed operations coverage is required to extend beyond the coverage provisions of the wrap-up policies and when those wrap-up policies have been cancelled, nonrenewed or otherwise no longer applies for reasons other than the exhaustion of all available limits, whether such limits are available on a primary, excess or on any other basis. The coverage provided by the endorsement is on a blanket basis. A flat \$1875 premium charge applies to the endorsement. The flat premium charge for this endorsement cannot be further modified by any rating plan including package modification, experience rating, schedule rating or other rating plan.**

MASSACHUSETTS RATE AND RULE EXCEPTIONS

SECTION II – COVERAGE RULES (continued)

Rule 36. DESCRIPTION OF ADDITIONAL ENDORSEMENTS (continued)

- **CG-7393** Additional Insured – Owners, Lessees or Contractors – Automatic Status When Required in Construction Agreement With You is an optional endorsement and available for contractors. It modifies the Commercial General Liability Coverage Part. The premium charge for this endorsement is a \$1,500 flat charge for blanket on-going operations coverage. The flat premium charge for this endorsement cannot further be modified by any rating plan including package modification, experience rating, schedule rating or other rating plan. *
- **CG-7394** Additional Insured – Owners, Lessees or Contractors – Completed Operations – Automatic Status When Required in Construction Agreement With You is an optional endorsement and available for contractors. It modifies the Commercial General Liability Coverage Part. The premium charge for this endorsement is a \$1,500 flat charge for blanket Completed Operations coverage. The flat premium charge for this endorsement cannot further be modified by any rating plan including package modification, experience rating, schedule rating or other rating plan. *
- **CG-7395** Exclusion-Spray Foam Insulation amends the Commercial General Liability Coverage Part and is applied as a mandatory exclusion for insulation contractors classified using class 96408, 96409 or 96410. There is no premium associated with this endorsement. *
- **CG-7396** Blanket Additional Insureds-Mortgagee, Assignee or Receiver is an optional endorsement that modifies the Commercial General Liability Coverage Part. There is no premium associated with this endorsement. *
- **IL-7115**, Exclusion – Exterior Insulation and Finish Systems (EIFS), applies to all Commercial General Liability Policies covering contractors who are in any way involved with the installation of Exterior Insulation and Finish Systems, including the following class codes:

91340	91582	91585	95625	96410	98640	99953
91342	91583	91746	96408	97447	98967	99954
91580	91584	94444	96409	98449	99952	99955
- **IL-7185**, Notice of Cancellation for Designated Person or Organization, is an optional form. This form stipulates that an entity, other than the Named Insured, will receive a notification from us that the Named Insured’s policy has been cancelled or nonrenewed. This form does not grant or amend coverage. There is no premium associated with this form.

SECTION III – MISCELLANEOUS RULES

Rule 43. EMPLOYEE BENEFITS LIABILITY COVERAGE

CG 04 35, Employee Benefits Liability Coverage, is available to protect employers from losses arising out of the administration of an employee benefit program. It provides coverage for claims resulting from a negligent act, error or omission. Coverage is provided on a claims-made basis and is offered at the following limits and premium.

Basic Limits: \$100,000/\$200,000

Maximum Available Limits: \$1,000,000/\$3,000,000

Increased Limits are rated using ISO ILF Table B

Deductible: A minimum of \$1,000 deductible per employee applies

Premium is subject to a \$350 minimum premium which is not subject to increased limits factors or claims-made factors.

Rates per employee:	First 5,000 employees	\$0.12
	Next 5,000 employees	\$0.09
	Over 10,000 employees	\$0.06

The premium derived from the above rating must be adjusted to reflect the appropriate year in claims made. These factors do not affect the minimum premium.

MASSACHUSETTS RATE AND RULE EXCEPTIONS

SECTION III – MISCELLANEOUS RULES (continued)

Rule 43. EMPLOYEE BENEFITS LIABILITY COVERAGE (continued)

Claims Made Factors:

Year in Program	Factor
1st	.82
2nd	.91
3rd	.96
4th	.98
Mature	1.00

An Extended Reporting Coverage, CG 27 15 is available for an additional premium charge by applying a factor of 1.00 to the mature annual endorsement premium. When Employee Benefits Liability is cancelled or nonrenewed, this endorsement is available to extend the reporting period.

Rule 44. PRODUCT WITHDRAWAL COVERAGE

A. Coverage:

This coverage pays for the expense to recall products per form **CG-7192** – Limited Product Withdrawal Expense Endorsement.

B. Basis of Premium:

Per \$1,000 of sales.

C. Deductible:

Minimum \$1,000 deductible per recall.

D. Basic Limits:

The basic limits are \$25,000/\$50,000 each Recall/Aggregate.

E. Minimum Premium:

The minimum premium for this coverage is \$500.

F. Rating Procedure:

1. Multiply the basic limits Products/Completed Operations rate by a .10 factor.
2. Multiply rate by the appropriate Increased Limit Factor from the approved Products/Completed Operations Table.
3. Multiply rate by the deductible factors as follows:

Deductible	Factor
\$1,000	1.00
\$2,500	.95
\$5,000	.90
\$10,000	.85

For other deductible amounts, refer to company.

4. Multiply rate by retail products surcharge (if applicable).
5. A 25% credit or debit may be applied based on underwriting considerations.
6. Multiply final rate times total sales (in thousands).

Retail Products Surcharge

All products which will ultimately be available for retail purchase or consumption shall have a 2.00 surcharge factor multiplied by the calculated products recall rate. Retail products include, but are not limited to, those products purchased by the public including food, toys, home furniture, household appliances, building products, sporting goods, clothes and pharmaceuticals.

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 HARLEYSVILLE INSURANCE COMPANY
 HARLEYSVILLE PREFERRED INSURANCE COMPANY
 HARLEYSVILLE WORCESTER INSURANCE COMPANY

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MASSACHUSETTS RATE AND RULE EXCEPTIONS

SECTION III – MISCELLANEOUS RULES (continued)

Rule 47. POLLUTION LIABILITY COVERAGE (Subline 350)

This rule is replaced by the following:

CG-7185, Limited Pollution Coverage, is an optional endorsement that modifies the Commercial General Liability Coverage Form. It provides bodily injury, property damage and clean-up costs arising out of a pollution incident.

Premium determination is based on a selected limit and deductible amount. The rating of this form is a percentage of the total general liability manual premium of the policy. The rating of the endorsement and the choices of limits and deductibles are contained in this rule. The actual premium is subject to a minimum premium of \$250. The actual or minimum premium for this endorsement cannot further be modified by any rating plan including package modification, experience rating, schedule rating or other rating plan.

<u>Limit</u>	<u>Deductible Amount</u>	<u>Percentage Charge of Manual GL Premium on Policy</u>
\$100,000	\$5,000	5%
100,000	1,000	7%
300,000	5,000	7%
300,000	1,000	10%
500,000	5,000	9%
500,000	1,000	12%

Rule 54. YEAR 2000 COMPUTER-RELATED ENDORSEMENTS

This rule is replaced by the following:

To exclude coverage for computer or computer-related, actual or alleged failure, malfunction, inadequacy or inability to correctly recognize, distinguish, interpret or accept the year 2000 and beyond, attach Exclusion – Computer-Related and Other Electronics Problems endorsement **CG-7195** to the following: Commercial General Liability Coverage Part; Liquor Liability Coverage Part; Products/Completed Operations Liability Coverage Part; Owners and Contractors Protective Liability Coverage Part; and Railroad Protective Liability Coverage Part.

State: Massachusetts

First Filing Company: Harleysville Insurance Company, ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability

Product Name: GL Round 4

Project Name/Number: GL/04/16/2013

Supporting Document Schedules

Satisfied - Item:	State Submissions List
Comments:	
Attachment(s):	State Submission List.pdf
Item Status:	
Status Date:	

Satisfied - Item:	Policy Endorsement List
Comments:	
Attachment(s):	Policy Endorsement List 0112.pdf Policy Endorsement list page 2.pdf
Item Status:	
Status Date:	

Satisfied - Item:	Annotated Comparison
Comments:	
Attachment(s):	CG-7296 Comparison.pdf CG-7297 Comparison.pdf CG-7365 Comparison.pdf
Item Status:	
Status Date:	

Satisfied - Item:	Form Utilization List
Comments:	
Attachment(s):	GL Form Utilization.pdf
Item Status:	
Status Date:	

Satisfied - Item:	Certification of Compliance
Comments:	
Attachment(s):	Compliance of Certification 1 11.pdf

State: Massachusetts

First Filing Company:

Harleysville Insurance Company, ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability

Product Name: GL Round 4

Project Name/Number: GL/04/16/2013

Item Status:	
Status Date:	
Satisfied - Item:	Checklist(s)
Comments:	
Attachment(s):	PC Checklist 12013.pdf
Item Status:	
Status Date:	
Bypassed - Item:	Statement of Variability
Bypass Reason:	n/a
Attachment(s):	
Item Status:	
Status Date:	
Bypassed - Item:	Letter of Authorization
Bypass Reason:	n/a
Attachment(s):	
Item Status:	
Status Date:	

MASSACHUSETTS DIVISION OF INSURANCE
STATE SUBMISSIONS LIST

INSTRUCTIONS: Please indicate the following regarding the materials submitted in this filing:

- In the Submitted column, an X for each state in which the materials have been filed;
- In the Approved column, an X for each state in which the materials have already been approved;
- In the Disapproved column, an X for each state that has disapproved the submitted materials.

Please include the reasons for any Disapprovals in the Comment section of the SERFF component. Please note that the Massachusetts Division of Insurance uses this information to help prioritize incoming filings, as well as to highlight areas that may require managerial level review.

Commercial General Liability

Please enter the product name as filed.

State	Submitted	Approved	Disapproved
Alabama	X		
Alaska			
Arizona			
Arkansas	X		
California			
Colorado			
Connecticut	X		
Delaware	X		
Florida	X		
Georgia	X		
Hawaii			
Idaho			
Illinois	X		
Indiana	X		
Iowa	X		
Kansas	X		
Kentucky	X		
Louisiana			
Maine	X		
Maryland	X		
Massachusetts	X		
Michigan	X		
Minnesota	X		
Mississippi			
Missouri			
Montana			

State	Submitted	Approved	Disapproved
Nebraska	X		
Nevada			
New Hampshire	X		
New Jersey	X		
New Mexico			
New York	X		
North Carolina	X		
North Dakota	X		
Ohio	X		
Oklahoma	X		
Oregon			
Pennsylvania	X		
Rhode Island	X		
South Carolina	X		
South Dakota	X		
Tennessee	X		
Texas			
Utah			
Vermont	X		
Virginia	X		
Washington			
West Virginia	X		
Wisconsin	X		
Wyoming			
Washington, DC	X		
Other Territories			

MASSACHUSETTS DIVISION OF INSURANCE
POLICY ENDORSEMENT LIST

- INSTRUCTIONS:** For filings containing or adopting Endorsements¹, please indicate the following:
- In the Endorsement Name column, the name of each Endorsement submitted in the filing;
 - In the Form Number column, the form number of each Endorsement submitted in the filing;
 - In the M/O/E, whether each Endorsement is Mandatory² (M), Optional³ (O) or Elected⁴ (E);
 - In the Advise to Applicant/Insured column, how the applicant/insured is advised of the option to elect or decline each Elected Endorsement;
 - In the Premium/Credit column, whether the Endorsement bears a premium or credit or otherwise impacts the policy rate (Yes/No).

All Endorsements must be listed in the program’s filed manual/exception pages; the rules for Optional Endorsements must also state the circumstances under which the Filing Company may issue each Endorsement.

Commercial General Liability

Please enter the product name as filed.

Endorsement Name	Form Number	M/O/E	Advise to Applicant/Insured	Premium/Credit
Limited Food Spoilage	ABC 0671 (07/11)	E	Advised by agent	No
Contractor's Errors and Omissions Liability	CG-7371 (Ed. 7-11)	O	Advised by agent	Yes
Contractor's Errors and Omissions Liability Supplemental				
Extended Reporting Period Endorsement	CG-7372 (Ed. 7-11)	O	Advised by agent	Yes
Exclusion - Blanket Operations Covered By A Consolidated (Wrap-Up) Insurance Program	CG-7383 (Ed. 11-11)	O	Advised by agent	No
Additional Insured - Owners, Lessees or Contractors - Schedule Person or Organization for Specific Covered Locations	CG-7388 (Ed. 6-12)	O	Advised by agent	Yes
Additional Insured - Owners, Lessees or Contractors - Completed Operations for Specific Covered Location	CG-7389 (Ed. 6-12)	O	Advised by agent	Yes
Exclusion - Blanket Operations Covered By A Consolidated (Wrap-Up) Insurance Program and Limited Coverage for Completed Operations	CG-7391 (Ed. 8-12)	O	Advised by agent	Yes
Limited Exclusion - Blanket Operations Covered By A Consolidated (Wrap-Up) Insurance Program	CG-7392 (Ed. 8-12)	O	Advised by agent	Yes
Additional Insured - Owners, Lessees or Contractors - Automatic When Required in Construction Agreement With You	CG-7393 (Ed. 6-12_)	O	Advised by agent	Yes
Additional Insured - Owners, Lessees or Contractors - Completed Operations - Automatic Status When Required in Construction Agreement With You	CG-7394 (Ed. 6-12)	O	Advised by Agent	Yes

¹ **Endorsement:** This is equivalent to any form whose Form Type on the SERFF Form Schedule may accurately be described as END.
² **Mandatory:** The Endorsement is issued on all policies.
³ **Optional:** The Endorsement is issued at the sole discretion of the Filing Company based upon underwriting, with no option of the applicant/insured to decline.
⁴ **Elected:** The Endorsement may be elected or declined by the applicant/insured.

Text Comparison

Documents Compared

CG-7296 (Ed. 12-10).pdf

CG-7296 (Ed. 6-12).pdf

Summary

35 word(s) added

63 word(s) deleted

239 word(s) matched

6 block(s) matched

To see where the changes are, scroll down.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organizations(s):	Location And Description of Completed Operations
If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.	

A. **Section II – Who Is An Insured** is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of “your work” ~~at the location designated and described in the schedule of this endorsement~~ performed for that insured and included in the “products-completed operations hazard”.

B. Other Insurance

1. If specifically required by ~~the written contract or agreement referenced in Paragraph A. above,~~ any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the 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 the additional insured.
2. Even if the requirements of paragraph 1. are met establishing this coverage as primary and the additional insured’s coverage as being non-contributory, this coverage ~~shall share with~~ other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement. ~~This cost sharing shall be pursuant to Section IV, paragraph 4.c., Method of Sharing.~~

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of or Organizations(s):	Additional	Insured	Person(s)
If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.			

A. Section II – Who Is An Insured is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of “your work” performed for that insured and included in the “products-completed operations hazard”.

B. Other Insurance

1. If specifically required by a written contract or agreement, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. In the absence of a written contract or 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 the additional insured.
2. Even if the requirements of paragraph 1. 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.

Text Comparison

Documents Compared

CG-7297 (Ed. 12-10).pdf

CG-7297 (Ed. 6-12).pdf

Summary

48 word(s) added

62 word(s) deleted

358 word(s) matched

8 block(s) matched

To see where the changes are, scroll down.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organizations(s):	Location And Description of Covered Operations
If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.	

A. Section II – Who Is An Insured is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for the additional insured(s) ~~at the location(s) designated above.~~

B. With respect to the insurance afforded to ~~these additional insureds,~~ the following exclusion is added:

2. Exclusions

This insurance does not apply to “bodily injury” or “property damage” occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered ~~operations~~ has been completed; or
- (2) That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. Other Insurance

1. If specifically required by ~~the written contract or agreement referenced in Paragraph A. above,~~ any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the 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 the additional insured.
2. Even if the requirements of paragraph 1. are met establishing this coverage as primary and the additional insured’s coverage as being non-contributory, this coverage ~~shall share with~~ other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement. ~~This cost sharing shall be pursuant to Section IV, paragraph 4.c., Method of Sharing.~~

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organizations(s):
If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.

A. Section II – Who Is An Insured is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for the additional insured(s).

B. With respect to the insurance afforded to additional insured(s), the following exclusion is added:

2. Exclusions

This insurance does not apply to “bodily injury” or “property damage” occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations, out of which the injury or damage arises, has been completed; or
- (2) That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. Other Insurance

1. If specifically required by a written contract or agreement, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. In the absence of a written contract or 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 the additional insured.
2. Even if the requirements of paragraph 1. 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.

Text Comparison

Documents Compared

CG-7365 (Ed. 7-11).pdf

CG-7365 (Ed. 8-12).pdf

Summary

44 word(s) added

72 word(s) deleted

562 word(s) matched

10 block(s) matched

To see where the changes are, scroll down.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - PERMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured the federal government or any state or municipality or any political sub-division or governmental agency thereof, ~~when you and such entity, sub-division or agency have agreed in writing in a contract or agreement that such entity, sub-division or agency be added as an additional insured on your policy.~~ but only with respect to “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by you for on-going operations being performed by you or on your behalf for which the federal government or state or municipality or any political sub-division or governmental agency has issued a permit or authorization.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply: This insurance does not apply to:
1. Any “occurrence” which takes place before the effective date of the permit;
 2. Any “occurrence” which takes place after the permit or authorization expires, or the end of the policy period, whichever occurs first;
 3. “Bodily injury”, “property damage” or “personal and advertising injury” arising out of on-going operations being performed for the federal government or any state or municipality or any political sub-division or governmental agency;
 4. “Bodily injury” or “property damage” included within the “products-completed operations hazard”;
 5. “Bodily injury”, “property damage” or “personal and advertising injury” on account of which the additional insured is obligated to pay as damages by reason of the additional insured’s assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.
- C.** The insurance provided to such additional insured by this Blanket Additional Insured – Permits coverage is further limited as follows:
1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured – Permits coverage.
 2. The limits of insurance are those set forth in the policy Declarations ~~or in the written contract or agreement referenced in paragraph A. above~~ or those specified in the permit or authorization referenced in paragraph **A.** above, whichever is less.
- D. Other Insurance**
1. If specifically required by the permit or authorization referenced in paragraph **A.** above ~~or by the written contract or agreement referenced in paragraph A. above, any coverage provided by this coverage~~ to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the permit or authorization 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 the additional insured.
 2. Even if the requirements of paragraph **D.** 1. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PERMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured, the federal government or any state or municipality or any political sub-division or governmental agency thereof, but only with respect to “bodily injury” “property damage” or “personal and advertising injury” caused, in whole or in part, by you for ongoing operations being performed by you or on your behalf for which the federal government or state or municipality or any political sub-division or governmental agency has issued a permit or authorization and only if the issuing authority required, as a condition to issuing the permit or authorization, that such entity, sub-division or agency be added as an additional insured on your policy.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. Any “occurrence” which takes place before the effective date of the permit;
2. Any “occurrence” which takes place after the permit or authorization expires, or the end of the policy period, whichever occurs first;
3. “Bodily injury”, “property damage” or “personal and advertising injury” arising out of on-going operations being performed for the federal government or any state or municipality or any political sub-division or governmental agency;
4. “Bodily injury” or “property damage” included within the “products-completed operations hazard”;
5. “Bodily injury”, “property damage” or “personal and advertising injury” on account of which the additional insured is obligated to pay as damages by reason of the additional insured’s assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.

C. The insurance provided to such additional insured by this Blanket Additional Insured – Permits coverage is further limited as follows:

1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured – Permits coverage.
2. The limits of insurance are those set forth in the policy Declarations or those specified in the permit or authorization referenced in paragraph **A.** above, whichever is less.

D. Other Insurance

1. If specifically required by the permit or authorization referenced in paragraph **A.** above any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the permit or authorization 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 the additional insured.
2. Even if the requirements of paragraph **D.1.** 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.

**MASSACHUSETTS DIVISION OF INSURANCE
CERTIFICATION OF COMPLIANCE**

Harleysville Insurance Company; Harleysville Preferred Insurance Company; Harleysville Worc

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

GL Round 4

(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

April 18, 2013

Date

MASSACHUSETTS DIVISION OF INSURANCE
BASE CHECKLIST FOR PROPERTY AND CASUALTY INSURANCE
 PAGE 1 OF 5

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

CHECKLIST INSTRUCTIONS

- 1) A completed copy of this checklist is required for each Policy/Coverage Form being submitted.
- 2) For purposes of these instructions, a Policy/Coverage Form is:
 - a) a base coverage form of a property and/or casualty insurance policy; or
 - b) an endorsement providing property or casualty insurance of a type other than that provided in the base coverage form to which it will be attached.
- 3) If the filing contains no Policy/Coverage Forms, please submit a checklist with the General Form Requirements, Policy Prohibitions and/or General Rate Requirements sections, as well as any other applicable sections, completed.
- 4) All page and paragraph references should refer back to the place in the form, memorandum or other document where compliance is demonstrated.
- 5) A brief explanation should be provided for all items considered not applicable to the filed materials; "N/A" is not a sufficient explanation.

PLEASE NOTE THE FOLLOWING

- 1) *Credit property insurance* and *credit involuntary unemployment insurance* products also require a completed Supplemental Checklist.
- 2) *Legal service plans* subject to 211 CMR 90.00 require submission of the Base Checklist for Legal Service Plans, and not this checklist.
- 3) *Motor vehicle insurance* products and *workers' compensation insurance* products require submission of different checklists, and not this checklist.
- 4) All laws relative to the filing of policy/coverage forms apply to their endorsements and attached applications under M.G.L. 175, §192.

GENERAL FORM REQUIREMENTS

If not filing forms, check here and skip section:

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
GR1	10-point font, readability score of 50, and other minimum objective standards of <u>M.G.L. 175, §2B</u> .	Check: <input checked="" type="checkbox"/>	Please select an option if this item does not apply.
GR2	Effective date 30 days from submission. <u>M.G.L. 175, §22A</u>	Check: <input checked="" type="checkbox"/>	
GR3	Form headed by corporate name of company. <u>FGN 2006-A</u>	Check: <input type="checkbox"/>	
GR4	Signatures. <u>M.G.L. 175, §33</u>	Page _____, Para. _____	Signature page (see Form Utilization List)
GR5	Applications constituting part of the contract designed to be attached to the policy. <u>M.G.L. 175, §192</u>	Check: <input type="checkbox"/>	Please select an option if this item does not apply.

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. <u>M.G.L. 175, §§102A(4) and 111A(4)</u>	Page _____, Para. _____	not applicable in these endorsements
MC2	Meetings of the company. <u>M.G.L. 175, §§76 and 102B</u>	Page _____, Para. _____	Form #: _____

MASSACHUSETTS DIVISION OF INSURANCE
BASE CHECKLIST FOR PROPERTY AND CASUALTY INSURANCE
 PAGE 2 OF 5

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. _____	
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. _____	

MASSACHUSETTS DIVISION OF INSURANCE
BASE CHECKLIST FOR PROPERTY AND CASUALTY INSURANCE
 PAGE 3 OF 5

AP5	Elimination/Reduction in coverage. <i>M.G.L. 175, §99(16)</i>	Page _____, Para. _____	
AP6	Damage by nuclear reaction or nuclear contamination. <i>M.G.L. 175, §99A</i>	Page _____, Para. _____	
AP7	Loss settlement clause. <i>M.G.L. 175, §99B</i>	Page _____, Para. _____	
AP8	Notice of non-renewal. <i>M.G.L. 175, §193P</i>	Page _____, Para. _____	
AP9	Mold exclusion requirements. <i>Bulletin 2006-02</i>	Page _____, Para. ___ff.	
AP10	Heating oil release coverage requirements for “residential property” as defined in <i>M.G.L. 175, §4D, Bulletin 2010-03</i>	Page _____, Para. ___ff.	
AP11	Minimum “guaranteed” replacement cost coverage cap of 125% of the amount of insurance (homeowners insurance).	Page _____, Para. _____	

CLAIMS-MADE GENERAL LIABILITY PROVISIONS – FGN 2011-A *If not filing a general liability policy, check here and skip section:*

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
GL1	Retroactive Date Endorsement. <i>1.a</i>	Check: <input checked="" type="checkbox"/>	Form #: _____ CG-7371 and CG 7372
GL2	Termination of coverage. <i>1.b</i>	Page _____, Para. _____	
GL3	Automatic extended reporting period. <i>1.c</i>	Page <u>7</u> , Para. <u>4</u>	
GL4	Additional extended reporting period coverage available for purchase. <i>1.d.i</i>	Page <u>7</u> , Para. <u>1</u>	
GL5	Minimum 3-year additional extended reporting period. <i>1.d.ii</i>	Page <u>7</u> , Para. <u>5</u>	
GL6	Aggregate liability limit for additional extended reporting period coverage. <i>1.d.iii</i>	Page <u>7</u> , Para. <u>7</u>	
GL7	Deadline for written acceptance of additional extended reporting period coverage. <i>1.d.iv</i>	Page <u>7</u> , Para. <u>5</u>	
GL8	Claims-made face page disclosure. <i>2</i>	Check: <input checked="" type="checkbox"/>	

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. <i>M.G.L. 175, §111C</i>	Page _____, Para. _____	Not medical malpractice insurance

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AL2	Professional liability. <u>M.G.L. 175, §111E</u>	Page _____, Para. _____	Not professional liability insurance
AL3	Liquor liability. <u>M.G.L. 175, §112A</u>	Page _____, Para. _____	Not liquor liability insurance
AL4	Heating oil release coverage requirements for “residential property” as defined in <u>M.G.L. 175, §4D. Bulletin 2010-03</u>	Page _____, Para. ____ff.	not applicable for these endorsements
AL5a	For dog exclusions, specification of all dogs/breeds deemed aggressive by the company that have a prior history of biting.	Page _____, Para. _____	No dog exclusions in filing
AL5b	For dog exclusions, support for exclusion of dog from breeds specified.	Page _____, Para. _____	No dog exclusions in filing

PROHIBITIONS

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
PR1	Provisions depriving the courts of the Commonwealth of jurisdiction. <u>M.G.L. 175, §22</u>	Check: <input checked="" type="checkbox"/>	
PR2	Inclusion of motor vehicle, life, health, accident and sickness insurance. <u>M.G.L. 175, §22A</u>	Check: <input checked="" type="checkbox"/>	
PR3	Mandatory binding arbitration. <u>M.G.L. 93A, §9(6)</u>	Check: <input checked="" type="checkbox"/>	
PR4	Rebates and other inducements. <u>M.G.L. 175, §182</u> and <u>M.G.L. 176D, §3(8)</u>	Check: <input checked="" type="checkbox"/>	
PR5	Discriminating in forms and rates against health care providers based on practiced specialty (“take all comers”). <u>M.G.L. 175, §193U</u>	Check: <input type="checkbox"/>	Not medical malpractice insurance
PR6	Inclusion of defense costs within the limits of insurance in stand-alone commercial general liability policies.	Check: <input type="checkbox"/>	Not stand-alone general liability insurance

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. <u>M.G.L. 174A, §6</u> and <u>175A, §6</u>	Check: <input checked="" type="checkbox"/>	
RR2	Manual or plan of classifications, rules and rates. <i>Ibid.</i>	Check: <input type="checkbox"/>	premiums for each endorsement, where applicable
RR3	Final calculated rate exhibits. <u>Bulletin 2008-08</u>	Check: <input type="checkbox"/>	Please select an option if this item does not apply.
RR4	We hereby certify that the rates in this filing do not consist of tiers based on credit scores, not consider the insured’s credit score in the rating methodology. (This checklist item does not apply to property and casualty insurance for a business, professional or governmental organization.)	Check: <input type="checkbox"/>	Insuring a business

NB: rate filings are not required for aircraft hull and liability insurance, inland marine insurance, and ocean marine insurance.

RATE FILING INFORMATION

If not filing rates, check here and skip section:

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
RS1	Five-year premium loss exhibit. <u>Bulletin SRB 90-05</u>	Check: <input type="checkbox"/>	

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BASE CHECKLIST FOR PROPERTY AND CASUALTY INSURANCE
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RS2	Three-year expense exhibit. <i>Ibid.</i>	Check: <input type="checkbox"/>	Please select an option if this item does not apply.
RS3	Competitor rates. <i>Ibid.</i>	Check: <input type="checkbox"/>	
RS4	Judgment rates. <i>Ibid.</i>	Check: <input type="checkbox"/>	
RS5	For homeowners forms only, count of Barnstable county exposures to which this insurance applies.	Check: <input type="checkbox"/>	Please select an option if this item does not apply.
RS6	For homeowners forms only, count of Dukes and Nantucket counties exposures to which this insurance applies.	Check: <input type="checkbox"/>	Please select an option if this item does not apply.
RS7	(a)-Rates Reference Guide in actuarial memorandum (see below).	Check: <input type="checkbox"/>	Please select an option if this item does not apply.

PREMIUM INSTALLMENT PAYMENT PLANS

If not filing installment plan rules, check here and skip section:

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
IP1	Actuarial justification for related fees and charges.	Page _____, Para. _____	Please select an option if this item does not apply.
IP2	Prohibition of surcharges for credit card payment. <u><i>M.G.L 140D, §28A</i></u>	Check: <input type="checkbox"/>	
IP3	Requirements for discounts as finance charges for credit card payment. <i>Ibid.</i>	Page _____, Para. _____	Please select an option if this item does not apply.

(A)-RATES REFERENCE GUIDE

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

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. _____	
AG2	The process by which the rate is determined.	Page _____, Para. ___ ff.	
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.	
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. _____	

State: Massachusetts

First Filing Company: Harleysville Insurance Company, ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability

Product Name: GL Round 4

Project Name/Number: GL/04/16/2013

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date	Schedule Item Status	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
04/16/2013		Rate	Manual pages	04/16/2013	MA GL Exception Pages.pdf
04/16/2013		Supporting Document	Checklist(s)	04/17/2013	PC Checklist 0112.pdf (Superseded)

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BASE CHECKLIST FOR PROPERTY AND CASUALTY INSURANCE
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Policy/Coverage Form #: _____ *(Please enter only one number per checklist; if none, leave blank.)*

CHECKLIST INSTRUCTIONS

- 1) A completed copy of this checklist is required for each Policy/Coverage Form being submitted.
- 2) For purposes of these instructions, a Policy/Coverage Form is:
 - a) a base coverage form of a property and/or casualty insurance policy; or
 - b) an endorsement providing property or casualty insurance of a type other than that provided in the base coverage form to which it will be attached.
- 3) If the filing contains no Policy/Coverage Forms, please submit a checklist with the General Form Requirements, Policy Prohibitions and/or General Rate Requirements sections, as well as any other applicable sections, completed.
- 4) All page and paragraph references should refer back to the place in the form, memorandum or other document where compliance is demonstrated.
- 5) A brief explanation should be provided for all items considered not applicable to the filed materials; "N/A" is not a sufficient explanation.

PLEASE NOTE THE FOLLOWING

- 1) *Credit property insurance* and *credit involuntary unemployment insurance* products also require a completed Supplemental Checklist.
- 2) *Legal service plans* subject to 211 CMR 90.00 require submission of the Base Checklist for Legal Service Plans, and not this checklist.
- 3) *Motor vehicle insurance* products and *workers' compensation insurance* products require submission of different checklists, and not this checklist.
- 4) All laws relative to the filing of policy/coverage forms apply to their endorsements and attached applications under [M.G.L. 175, §192](#).

GENERAL FORM REQUIREMENTS

If not filing forms, check here and skip section:

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
GR1	10-point font, readability score of 50, and other minimum 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. _____	
GR5	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 #:

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BASE CHECKLIST FOR PROPERTY AND CASUALTY INSURANCE
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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. _____	
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. _____	

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BASE CHECKLIST FOR PROPERTY AND CASUALTY INSURANCE
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AP5	Elimination/Reduction in coverage. <i>M.G.L. 175, §99(16)</i>	Page _____, Para. _____	n/a
AP6	Damage by nuclear reaction or nuclear contamination. <i>M.G.L. 175, §99A</i>	Page _____, Para. _____	
AP7	Loss settlement clause. <i>M.G.L. 175, §99B</i>	Page _____, Para. _____	
AP8	Notice of non-renewal. <i>M.G.L. 175, §193P</i>	Page _____, Para. _____	
AP9	Mold exclusion requirements. <i>Bulletin 2006-02</i>	Page _____, Para. _____ ff.	
AP10	Heating oil release coverage requirements for “residential property” as defined in <i>M.G.L. 175, §4D, Bulletin 2010-03</i>	Page _____, Para. _____ ff.	
AP11	Minimum “guaranteed” replacement cost coverage cap of 125% of the amount of insurance (homeowners insurance).	Page _____, Para. _____	

CLAIMS-MADE GENERAL LIABILITY PROVISIONS – FGN 2011-A *If not filing a general liability policy, check here and skip section:*

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
GL1	Retroactive Date Endorsement. <i>1.a</i>	Check: <input type="checkbox"/>	Form #:
GL2	Termination of coverage. <i>1.b</i>	Page _____, Para. _____	Always applicable
GL3	Automatic extended reporting period. <i>1.c</i>	Page _____, Para. _____	Always applicable
GL4	Additional extended reporting period coverage available for purchase. <i>1.d.i</i>	Page _____, Para. _____	Always applicable
GL5	Minimum 3-year additional extended reporting period. <i>1.d.ii</i>	Page _____, Para. _____	Always applicable
GL6	Aggregate liability limit for additional extended reporting period coverage. <i>1.d.iii</i>	Page _____, Para. _____	Always applicable
GL7	Deadline for written acceptance of additional extended reporting period coverage. <i>1.d.iv</i>	Page _____, Para. _____	Always applicable
GL8	Claims-made face page disclosure. <i>2</i>	Check: <input type="checkbox"/>	Always applicable

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. <i>M.G.L. 175, §111C</i>	Page 3, Para. _____	page 3 of CG-7308 provides medical expense payments

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BASE CHECKLIST FOR PROPERTY AND CASUALTY INSURANCE
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AL2	Professional liability. <u>M.G.L. 175, §111E</u>	Page _____, Para. _____	n/a - No Prof Liab coverage provided by this form.
AL3	Liquor liability. <u>M.G.L. 175, §112A</u>	Page _____, Para. _____	n/a - No Liquor Liab cov provided by this form.
AL4	Heating oil release coverage requirements for “residential property” as defined in <u>M.G.L. 175, §4D. Bulletin 2010-03</u>	Page _____, Para. ___ff.	n/a - no forms cover residential properties.
AL5a	For dog exclusions, specification of all dogs/breeds deemed aggressive by the company that have a prior history of biting.	Page _____, Para. _____	Check if no dog exclusions: <input checked="" type="checkbox"/>
AL5b	For dog exclusions, support for exclusion of dog from breeds specified.	Page _____, Para. _____	Check if no dog exclusions: <input checked="" type="checkbox"/>

PROHIBITIONS

If not filing forms, check here and skip section:

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
PR1	Provisions depriving the courts of the Commonwealth of jurisdiction. <u>M.G.L. 175, §22</u>	Check: <input checked="" type="checkbox"/>	Always applicable
PR2	Inclusion of motor vehicle, life, health, accident and sickness insurance. <u>M.G.L. 175, §22A</u>	Check: <input checked="" type="checkbox"/>	Always applicable
PR3	Mandatory binding arbitration. <u>M.G.L. 93A, §9(6)</u>	Check: <input checked="" type="checkbox"/>	Always applicable
PR4	Rebates and other inducements. <u>M.G.L. 175, §182 and M.G.L. 176D, §3(8)</u>	Check: <input checked="" type="checkbox"/>	Always applicable
PR5	Discriminating in forms and rates against health care providers based on practiced specialty (“take all comers”). <u>M.G.L. 175, §193U</u>	Check: <input type="checkbox"/>	N/A - not health insurance
PR6	Inclusion of defense costs within the limits of insurance in stand-alone commercial general liability policies.	Check: <input type="checkbox"/>	N/A - not a stand-alone com. general liability policy

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. <u>M.G.L. 174A, §6 and 175A, §6</u>	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. <u>Bulletin 2008-08</u>	Check: <input type="checkbox"/>	
RR4	We hereby certify that the rates in this filing do not consist of tiers based on credit scores, nor consider the insured’s credit score in the rating methodology. (This checklist item does not apply to property and casualty insurance for a business, professional or governmental organization.)	Check: <input type="checkbox"/>	Check if item does not apply: <input type="checkbox"/>

NB: rate filings are not required for aircraft hull and liability insurance, inland marine insurance, and ocean marine insurance.

RATE FILING INFORMATION

If not filing rates, check here and skip section:

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
RS1	Five-year premium loss exhibit. <u>Bulletin SRB 90-05</u>	Check: <input type="checkbox"/>	

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BASE CHECKLIST FOR PROPERTY AND CASUALTY INSURANCE
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RS2	Three-year expense exhibit. <i>Ibid.</i>	Check: <input type="checkbox"/>	Always applicable
RS3	Competitor rates. <i>Ibid.</i>	Check: <input type="checkbox"/>	
RS4	Judgment rates. <i>Ibid.</i>	Check: <input type="checkbox"/>	
RS5	For homeowners forms only, count of Barnstable county exposures to which this insurance applies.	Check: <input type="checkbox"/>	Check if not homeowners insurance: <input type="checkbox"/>
RS6	For homeowners forms only, count of Dukes and Nantucket counties exposures to which this insurance applies.	Check: <input type="checkbox"/>	Check if not homeowners insurance: <input type="checkbox"/>
RS7	(a)-Rates Reference Guide in actuarial memorandum (see below).	Check: <input type="checkbox"/>	Check if not (a)-rating: <input checked="" type="checkbox"/>

PREMIUM INSTALLMENT PAYMENT PLANS

If not filing installment plan rules, check here and skip section:

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
IP1	Actuarial justification for related fees and charges.	Page _____, Para. _____	
IP2	Prohibition of surcharges for credit card payment. <u>M.G.L 140D, §28A</u>	Check: <input type="checkbox"/>	Always applicable
IP3	Requirements for discounts as finance charges for credit card payment. <i>Ibid.</i>	Page _____, Para. _____	

(A)-RATES REFERENCE GUIDE

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

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