

SERFF Tracking Number: HRLV-125820117 State: Massachusetts  
First Filing Company: Harleysville Insurance Company, ... State Tracking Number: 116915  
Company Tracking Number: GLSA021508-1  
TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability  
Product Name: GL-Product Standardization Project & AQS - HIC HMIC Form Intro  
Project Name/Number: GL/09-18-2008

## Filing at a Glance

Companies: Harleysville Insurance Company, Harleysville Mutual Insurance Company

Product Name: GL-Product Standardization SERFF Tr Num: HRLV-125820117 State: Massachusetts

Project & AQS - HIC HMIC Form Intro

TOI: 17.0 Other Liability-Occ/Claims Made SERFF Status: Closed State Tr Num: 116915

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: GLSA021508-1 State Status: Closed-Placed On File

Filing Type: Form

Co Status: Product Standardization Reviewer(s): Sheri Cullen  
- Phase 3B -initial

Author: Eileen Fisher

Disposition Date: 11/17/2008

Date Submitted: 09/18/2008

Disposition Status: Placed on File

Effective Date Requested (New): 01/15/2009

Effective Date (New): 01/15/2009

Effective Date Requested (Renewal): 08/01/2009

Effective Date (Renewal):  
01/15/2009

## General Information

Project Name: GL

Status of Filing in Domicile: Authorized

Project Number: 09-18-2008

Domicile Status Comments:

Reference Organization: ISO

Reference Number: various

Reference Title: various

Advisory Org. Circular: Various

Filing Status Changed: 11/17/2008

State Status Changed: 11/17/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Harleysville Insurance Company and Harleysville Mutual Insurance Company have been granted authority to transact business by the state of Massachusetts. It is our intent to begin active operation January 15, 2009.

As a subscriber to ISO, we wish to use the ISO forms and endorsements in the Commercial Lines Manual, Division Six – Commercial General Liability filed on our behalf by said organization, subject to variations – please see attached Exhibit A.

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Project Name/Number: GL/09-18-2008

Insurance Services Office advised that declarations were advisory and submitted to the states for information only; therefore, we wish to submit our Company declarations and our nonstandard forms which we wish to use in affording coverage (see Exhibit B).

Rule of Application: Applicable to all new business effective on or after January 15, 2009 and renewals effective on or after August 1, 2009.

Statistical Agent: Insurance Services Office, 545 Washington Blvd, Jersey City NJ 07310-1686

Simultaneously under separate cover we are submitting a rate/rule filing to be used in conjunction with this form filing.

Your favorable consideration will be appreciated.

Exhibit A

Form ISO Effective Date  
CL-2001-OFR01 7-1-02  
GL-2002-OTRFO 1-15-03  
CL-2002-OTRFR 12-5-02  
CL-2003-ORTFR 12-31-03  
GI-2004-OTERP 2-17-05  
CL-2004-OTIPC 1-19-05  
CL-2006-OLOB1 9-01-07  
CL-2006-OTF01 4-12-06  
CL-98-098IS 11-1-98  
CL-2000-OMF00 12-1-01  
GL-2003-OFR03 10-1-06  
GL-2004-OFLGA 12-1-04  
GL-2004-OSIEF 10-1-05

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 Project Name/Number: GL/09-18-2008

GL-2006-OCTFR 12-1-07  
 GL-96-096ME 4-1-07  
 GL-97-097FR 12-1-98  
 GL-97-0Y2KF 11-1-98  
 GL-99-099FO 11-1-99  
 GL-2007-OCAN1 4-1-08  
 CL-2007-OTRL1 1-1-08

## Company and Contact

### Filing Contact Information

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

### Filing Company Information

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

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

## Filing Fees

Fee Required? Yes

*SERFF Tracking Number:*      *HRLV-125820117*                      *State:*                      *Massachusetts*  
*First Filing Company:*      *Harleysville Insurance Company, ...*                      *State Tracking Number:*      *116915*  
*Company Tracking Number:*      *GLSA021508-1*  
*TOI:*                      *17.0 Other Liability-Occ/Claims Made*                      *Sub-TOI:*                      *17.0001 Commercial General Liability*  
*Product Name:*                      *GL-Product Standardization Project & AQS - HIC HMIC Form Intro*  
*Project Name/Number:*                      *GL/09-18-2008*  
  
**Fee Amount:**                      **\$75.00**  
**Retaliatory?**                      **No**  
**Fee Explanation:**  
**Per Company:**                      **No**

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Harleysville Insurance Company	\$0.00		
Harleysville Mutual Insurance Company	\$0.00		

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
6745161	\$75.00	08/26/2008

## State Specific

- 1) All Lines: Please indicate the number of jurisdictions in which the submitted form(s)/rate(s) in have been filed, the number of approvals, and the number of any disapprovals (include the reason for the disapprovals, if applicable): 7, all approved
- 2) All Lines: If this filing has a companion filing (i.e. a rule change that has a rate impact or a new coverage that requires an associated rate filing, etc.), please provide the company and SERFF tracking number information here.: SERFF HRLV0125820117
- 3) Property and Casualty: If this filing contains endorsements, please indicate if they are mandatory at issue, optional at the company's discretion, or elected by the insured. If optional at the company's discretion, a copy of the manual/exception pages governing the application and use of each endorsement is required on the Rate/Rule Schedule. If elected by the insured, please indicate the process by which the insured is advised of the option to elect or decline each endorsement. Also indicate the form numbers of the coverage forms to which the endorsements will be attached.: Mandatory indicates the form is mandatory at issue; Optional indicates the form is optional at the company's discretion and Elected means the form is elected by the insured. Our company is represented by licensed independent agents who assist our insureds with decisions regarding their insurance needs. Please see form listing attached to supporting documentation for specifics.
- 4) Property and Casualty: If a declarations page is being used to demonstrate compliance with M.G.L. 175, Sections 18 and 192, please provide the form number and "Placed on File" date. Please affirm that such declarations page will always be attached to the form(s) or endorsement(s): For your information, the attached form does not contain company names as our policy jackets are on file with the DOI under company form filing #K4E-06-0094, SRB Serial #99344 for the HWIC, HMIC & PREF; For HIC except CA #HRLV-125749237 SRB Serial #115938 for HIC CA; #HRLV-125777014, SRB Serial #116278.
- 5) Property and Casualty: If this filing makes reference to any filing(s) of a licensed rating bureau or rating organization, please provide the bureau filing designation(s) number and associated approved effective date(s). If the filing is a delayed adoption or non adoption of a rating bureau or rating organization filing, please provide the State Tracking Number and date of approval for the approved Form, Rate or Rule to be used in place of the item being delayed or not adopted.: adopting CL-2001-OFR01 eff. 7-1-02; GL-2002-OTRFO eff. 1-15-03; CL-2002-OTRFR eff. 12-5-02; CL-2003-ORTFR eff. 12-31-03; GL-2004-OTERP eff. 2-17-05; CL-2004-OTIPC eff. 1-19-05; CL-2006-OLOB1 eff. 9-1-07; CL-

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Project Name/Number: GL/09-18-2008

2006-OTF01 eff. 4-12-06; CL-98-098IS eff. 11-1-98; CL-2000-OMF00 eff. 12-1-01; GL-2003-OFR03 eff. 10-1-06; GL-2004-OFLGA eff. 12-1-04; GL-2004-OSIEF eff. 10-1-05; GL-2006-OCTFR eff. 12-1-07; GL-96-096ME eff. 4-1-07; GL-97-097FR eff. 12-1-98; GL-97-OYSKF eff. 11-1-98; GL-99-099FO eff. 11-1-99; GL-2007-OCAN1 eff. 4-1-08; CL-2007-OTRL1 eff. 1-1-08

6) Life and Annuity: If the form(s) submitted has been developed for use in specific markets, please indicate the marketing purposes of such form(s): n/a



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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Placed on File	Sheri Cullen	11/17/2008	11/17/2008

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Sheri Cullen	09/29/2008	09/29/2008	Eileen Fisher	10/02/2008	10/02/2008

### Amendments

Item	Schedule	Created By	Created On	Date Submitted
manual pagesRate		Eileen Fisher	09/23/2008	09/23/2008
Additional Insured - Owners, Lessees or Contractors	Form	Eileen Fisher	09/19/2008	09/19/2008

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
116915	Note To Filer	Carla Kelton	09/25/2008	09/25/2008



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## Disposition

Disposition Date: 11/17/2008  
Effective Date (New): 01/15/2009  
Effective Date (Renewal): 01/15/2009  
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

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Lock Box Form		Yes
Supporting Document	Letter of Authorization		Yes
Supporting Document	Checklist(s)		Yes
Supporting Document	Certification of Compliance Form		Yes
Supporting Document	Statement of Variability		Yes
Supporting Document (revised)	Form Utilization List		Yes
Supporting Document	Form Utilization List		Yes
Supporting Document	Bureau Compatible Programs		Yes
Supporting Document	Rate Filing Abstract		Yes
Supporting Document	Loss Cost Adoption		Yes
Supporting Document	Rate Deviation Abstract Form		Yes
Supporting Document	Forms Listing		Yes
Supporting Document	ISO Report 12		Yes
Form	Liquor Liability Coverage Part Declaration		Yes
Form	Products/Completed Operations Liability Coverage Part Declarations		Yes
Form	Spray Painting Property Damage Deductible Insurance		Yes
Form	Mortician's and Funeral Director' s Malpractice Liability Endorsement		Yes
Form	Pastoral Counseling Professional Liability Endorsement		Yes
Form	Fuel Oiler Dealers Delivery Agreement Endorsement		Yes
Form	Non-Pyramiding of Limits		Yes
Form	Exclusion - Asbestos, Silica or Talc		Yes
Form	Lead Liability Exclusion		Yes
Form	Sewage Back-Up Property Damage Coverage		Yes
Form	Cemetery Professional Liability Endorsement		Yes
Form	Limited Pollution Coverage		Yes
Form	General Liability Enhancement		Yes

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	Endorsement	
<b>Form</b>	Limited Product Withdrawal Expense Endorsement	Yes
<b>Form</b>	Exclusion - Year 2000 Computer-Related and Other Electronics Problems	Yes
<b>Form</b>	Additional Insured - Contractors, Scheduled Person or Organization	Yes
<b>Form</b>	Additional Insured - Automatic Status - Contractors	Yes
<b>Form</b>	Sewage Back-Up Property Damage Liability Exclusion	Yes
<b>Form</b>	Exclusion - Aircraft Products	Yes
<b>Form</b>	Lost Key Coverage	Yes
<b>Form</b>	General Liability Enhancement Endorsement Contractors	Yes
<b>Form</b>	Exclusion - Unsolicited Faxes, Telephone Calls and Emails	Yes
<b>Form</b>	Other Insurance Amendment	Yes
<b>Form</b>	Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization	Yes
<b>Form</b>	Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement with You	Yes
<b>Form</b>	Additional Insured - Owners, Lessees or Contractors - Completed Operations	Yes
<b>Form</b>	Additional Insured - Owners, Lessees or Contractors	Yes
<b>Form</b>	Amendment of Insured Contract Definition	Yes
<b>Form</b>	Exclusion - Propducts-Completed Operations Hazard	Yes
<b>Form</b>	Exclusion - Residential Multi-Unit Construction Defect	Yes
<b>Form (revised)</b>	Additional Insured - Owners, Lessees or Contractors	Yes
<b>Form</b>	Additional Insured - Owners, Lessees or	Yes

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**Contractors**

<b>Form</b>	Exclusion - Methyl Tertiary Butyl Ether (MTBE)	Yes
<b>Form</b>	Exclusion - Tobacco Health Hazards	Yes
<b>Form</b>	Additional Insured - Owners, Lessees or Contractors - Completed Operations - Automatic Status When Required in Construction Agreement with You	Yes
<b>Form</b>	Printers Errors and Omissions Liability	Yes
<b>Form</b>	Voluntary Property Damage Endorsement	Yes
<b>Form</b>	Commercial General Liability Coverage Part	Yes
<b>Form</b>	Commercial General Liability Coverage Part Supplemental Schedule	Yes
<b>Form</b>	Commercial Lines Common Policy Declaration	Yes
<b>Form</b>	Policy Change Document	Yes
<b>Form</b>	Additional Insured Schedule	Yes
<b>Form</b>	Additional Interest Schedule	Yes
<b>Form</b>	Form Schedule	Yes
<b>Form</b>	Location Schedule	Yes
<b>Form</b>	Named Insured Schedule	Yes
<b>Form</b>	Policyholder Notice Schedule	Yes
<b>Form</b>	Declaration Page Extension	Yes
<b>Form</b>	Fee-Surcharge Schedule	Yes
<b>Form</b>	Exclusion - Exterior Insulation and Finish Systems (EIFS)	Yes
<b>Form</b>	Manuscript Endorsement	Yes
<b>Form</b>	Manuscript Endorsement	Yes
<b>Form</b>	Owners and Contractors Protection Liability Policy Declarations	Yes
<b>Form</b>	Railroad Protection Liability	Yes
<b>Form</b>	Policy Jacket - Harleysville Mutual Insurance Company	Yes
<b>Form</b>	Policy Jacket - Harleysville Insurance	Yes

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	<b>Company</b>	
<b>Form</b>	Church Liability Enhancement Endorsement	Yes
<b>Form</b>	Abuse and Molestation Liability	Yes
<b>Form</b>	Equipment Dealers General Liability Enhancement	Yes
<b>Form</b>	Fuel Oil Dealers Pollution Extension Endorsement	Yes
<b>Form</b>	Additional Insured-Owners, Lessess or Contractors - Completed Operations	Yes
<b>Form</b>	Additional Insured - Owners, Leesees or Contractors - Schedule Person or Organization	Yes
<b>Form</b>	Exclusion - Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program and Limited Coverage for Completed Operations	Yes
<b>Form</b>	Retail Gasoline Spillage Damage Liability Coverage - Pollutiion Exclusion Exception	Yes
<b>Rate</b>	manual pages	Yes

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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 09/29/2008  
Submitted Date 09/29/2008  
Respond By Date 11/13/2008

Dear Eileen Fisher,

Additional documentation, clarification, or changes to the documents submitted are required in order for our review to continue. Please respond to the following objections in accordance with SERFF procedures for Responding to an Objection letter:

### Objection 1

No Objections

Comment: Please confirm that Harleysville Insurance Company is a member of ISO for the General Liability line of business. According to my records Harleysville Insurance Company is affiliated with ISO for equipment breakdown only. Please advise.

### Objection 2

- Exclusion - Year 2000 Computer-Related and Other Electronics Problems (Form)

Comment: Explain the need for this form since it is now 2008.

### Objection 3

- Form Utilization List (Supporting Document)

Comment: Clarify why you have included this information as there are no crime forms in this filing.

### Objection 4

- Exclusion - Exterior Insulation and Finish Systems (EIFS) (Form)

Comment: This form appears to be an interline form and as such would have to be submitted separately. Please see the attached Filing Guidance Notice for more information regarding such forms. If it is your intent to file this form in a separate filing kindly withdraw this form from this filing.

Upon receipt of your response, this filing will be scheduled for review. Our goal is to have your filing under our review for no more than 60 days.

This filing will be closed for lack of action if a response is not received on or before the Respond by Date indicated in this objection letter.

Should you decide to withdraw this filing, please notify us via a response to this objection. Thank you.

*SERFF Tracking Number:*      *HRLV-125820117*                      *State:*                      *Massachusetts*  
*First Filing Company:*      *Harleysville Insurance Company, ...*                      *State Tracking Number:*      *116915*  
*Company Tracking Number:*      *GLSA021508-1*  
*TOI:*                      *17.0 Other Liability-Occ/Claims Made*                      *Sub-TOI:*                      *17.0001 Commercial General Liability*  
*Product Name:*                      *GL-Product Standardization Project & AQS - HIC HMIC Form Intro*  
*Project Name/Number:*      *GL/09-18-2008*

Sincerely,  
Sheri Cullen



**COMMONWEALTH OF MASSACHUSETTS**  
**Office of Consumer Affairs and Business Regulation**  
**DIVISION OF INSURANCE**

One South Station • Boston, MA 02110-2208  
(617) 521-7794 • FAX (617) 521-7475  
TTY/TDD (617) 521-7490  
<http://www.mass.gov/doi>

DEVAL L. PATRICK  
GOVERNOR

TIMOTHY P. MURRAY  
LIEUTENANT GOVERNOR

DANIEL O'CONNELL  
SECRETARY OF HOUSING AND  
ECONOMIC DEVELOPMENT

DANIEL C. CRANE  
DIRECTOR

NONNIE S. BURNES  
COMMISSIONER OF INSURANCE

**Property & Casualty Insurance**  
**Filing Guidance Notice 2007 - B**

TO: Insurers Offering Property and Casualty Insurance in Massachusetts

FROM: Massachusetts Division of Insurance Policy Form Review

DATE: October 17, 2007

RE: Filing Certain Policy Forms and Rules for Multiple Property and/or Casualty Product Lines

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The purpose of this notice is to advise insurers of the guidelines for filing certain policy forms and rules for multiple property and/or casualty product lines, commonly referred to as interline forms.

A coverage part, endorsement, exclusion, application, declaration page, policy jacket form or rule, such as an installment plan or premium payment plan, that does not have a rating impact may be filed for use with more than one line of property or casualty insurance with the exception of Commercial Automobile, Worker's Compensation, and Private Passenger Automobile insurance.

Forms that have associated rates should be submitted together as a form/rate filing according to the line of business to which the form and rate will apply.

Each interline form constitutes a filing and is to be filed independent of any other form filing. Each interline form must be accompanied by a lockbox form.

The filing fee for an interline form filing is \$75.00. Please use sub-type code 'IL' when completing item 3 of the Lock Box Form (SRB-LB-1).

A rule associated with the form being filed, should be submitted with the interline form, unless such rule has a rating impact. There is no filing fee for a rule.



Property and Casualty Insurance Companies  
Re: Interline Form Filing Instructions  
October 17, 2007

Please use the following Product Coding Matrix Filing Codes when submitting an interline form filing to the Division.

Personal Lines:	35.0001
Commercial Lines:	35.0002

An interline form may be filed for use by multiple companies within the same filing. No additional filing fee applies.

Direct inquiries regarding this notice to Sheri Cullen at (617) 521-7359 or via email at [sheri.cullen@State.MA.US](mailto:sheri.cullen@State.MA.US).

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## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 10/02/2008  
Submitted Date 10/02/2008

Dear Sheri Cullen,

### Comments:

### Response 1

Comments: Please withdraw IL-7115 from this filing as we will file it under separate cover.

### Related Objection 1

Applies To:

- Exclusion - Exterior Insulation and Finish Systems (EIFS) (Form)

Comment:

This form appears to be an interline form and as such would have to be submitted separately. Please see the attached Filing Guidance Notice for more information regarding such forms. If it is your intent to file this form in a separate filing kindly withdraw this form from this filing.

### Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

### Response 2

Comments: The CG 7195 excludes coverage whenever there is an actual or alleged failure of computer hardware, and components, to recognize or interpret a date or time. The year 2000 was one example, changing day light savings weeks two years ago was another example. We continue to need this endorsement as part of our inventory of forms.

### Related Objection 1

Applies To:

- Exclusion - Year 2000 Computer-Related and Other Electronics Problems (Form)

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Project Name/Number: GL/09-18-2008

**Comment:**

Explain the need for this form since it is now 2008.

**Changed Items:**

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

**Response 3**

Comments: Attached you will find a copy of ISO's Report 12 displaying our GL affiliation with ISO for the Harleysville Insurance Company.

**Related Objection 1**

**Comment:**

Please confirm that Harleysville Insurance Company is a member of ISO for the General Liability line of business. According to my records Harleysville Insurance Company is affiliated with ISO for equipment breakdown only. Please advise.

**Changed Items:**

**Supporting Document Schedule Item Changes**

Satisfied -Name: ISO Report 12

**Comment:**

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

**Response 4**

Comments: I have corrected the forms utilization list for this filing.

**Related Objection 1**

**Applies To:**

- Form Utilization List (Supporting Document)

*SERFF Tracking Number:*      *HRLV-125820117*                      *State:*                      *Massachusetts*  
*First Filing Company:*      *Harleysville Insurance Company, ...*                      *State Tracking Number:*      *116915*  
*Company Tracking Number:*      *GLSA021508-1*  
*TOI:*                      *17.0 Other Liability-Occ/Claims Made*                      *Sub-TOI:*                      *17.0001 Commercial General Liability*  
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*Project Name/Number:*      *GL/09-18-2008*

**Comment:**

Clarify why you have included this information as there are no crime forms in this filing.

**Changed Items:**

**Supporting Document Schedule Item Changes**

Satisfied -Name: Form Utilization List

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,  
Eileen Fisher

*SERFF Tracking Number:*     *HRLV-125820117*                     *State:*                     *Massachusetts*  
*First Filing Company:*     *Harleysville Insurance Company, ...*             *State Tracking Number:*     *116915*  
*Company Tracking Number:*     *GLSA021508-1*  
*TOI:*                     *17.0 Other Liability-Occ/Claims Made*             *Sub-TOI:*                     *17.0001 Commercial General Liability*  
*Product Name:*             *GL-Product Standardization Project & AQS - HIC HMIC Form Intro*  
*Project Name/Number:*     *GL/09-18-2008*

**Note To Filer**

**Created By:**

Carla Kelton on 09/25/2008 08:15 AM

**Subject:**

116915

**Comments:**

Thank you for your filing submission. We will notify you within 5 days if there are any further requirements necessary to ready this filing for review. When all administrative requirements are in order, your filing will be assigned to an analyst for review. Our goal is to have your filing under our review for no more than 60 days.

Thank you,  
Policy Form and Review Unit

SERFF Tracking Number: HRLV-125820117 State: Massachusetts  
First Filing Company: Harleysville Insurance Company, ... State Tracking Number: 116915  
Company Tracking Number: GLSA021508-1  
TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability  
Product Name: GL-Product Standardization Project & AQS - HIC HMIC Form Intro  
Project Name/Number: GL/09-18-2008

**Amendment Letter**

Amendment Date:  
Submitted Date: 09/23/2008

**Comments:**

Additional information for State Specific Question #3, we are attached the rules for these forms being attached under the rate/rule tab. The remainder of the manual rules that don't apply are submitted for informational purposes.

**Changed Items:**

**Rate/Rule Schedule Item Changes:**

<b>Exhibit Name:</b>	<b>Rule # or Page #:</b>	<b>Rate Action:</b>	<b>Previous State Filing Numbers:</b>	<b>Attach Document:</b>
manual pages	(MA) CG-HE-1 thru 9	New		MA GL EXCEPTIONS - Stdz w Fuel Oil, Addl Ins, Church, Abus....pdf

SERFF Tracking Number: HRLV-125820117 State: Massachusetts  
 First Filing Company: Harleysville Insurance Company, ... State Tracking Number: 116915  
 Company Tracking Number: GLSA021508-1  
 TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability  
 Product Name: GL-Product Standardization Project & AQS - HIC HMIC Form Intro  
 Project Name/Number: GL/09-18-2008

**Amendment Letter**

Amendment Date:  
 Submitted Date: 09/19/2008

**Comments:**

We wish to withdrawal endorsements CG-7149 (Ed. 9-01), CG-7178 (Ed. 9-96), CG-7206 (Ed. 4-05), CG-7207 (Ed. 4-05) & CG-7260 (Ed. 4-05) from this filing as they do not apply in Massachusetts.

**Changed Items:**

**Form Schedule Item Changes:**

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
Additional Insured - Owners, Lessees or Contractors	CG-7260	4-05	Endorsement/Amendment/Conditions	New			0	CG-7260_Ed 4-05_Addl Insd - Owners, Lessees or Cont.pdf

SERFF Tracking Number: HRLV-125820117 State: Massachusetts  
 First Filing Company: Harleysville Insurance Company, ... State Tracking Number: 116915  
 Company Tracking Number: GLSA021508-1  
 TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability  
 Product Name: GL-Product Standardization Project & AQS - HIC HMIC Form Intro  
 Project Name/Number: GL/09-18-2008

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
	Liquor Liability Coverage Part Declaration	CG-0710	12-06	Declaration New s/Schedule		0.00	CG-0710_Ed_AQS.pdf
	Products/Completed Operations Liability Coverage Part Declarations	CG-7009	12-06	Declaration New s/Schedule		0.00	CG-7009_Ed_AQS.pdf
	Spray Painting Property Damage Deductible Insurance	CG-7100	12-06	Endorsement/New Amendment/Conditions		0.00	CG-7100_Ed 12-06_Spray Painting Prop Dmg Ded Ins.pdf
	Mortician's and Funeral Directors Malpractice Liability Endorsement	CG-7101	12-06	Endorsement/New Amendment/Conditions		0.00	CG-7101_Ed.pdf
	Pastoral Counseling Professional Liability Endorsement	CG-7102	12-06	Endorsement/New Amendment/Conditions		0.00	CG-7102_Ed 12-06_Pastoral Counseling Pro Liab Endmt.pdf
	Fuel Oiler Dealers Delivery Agreement Endorsement	CG-7104	12-06	Endorsement/New Amendment/Conditions		0.00	CG-7104_Ed.pdf
	Non-Pyramiding of Limits	CG-7105	12-06	Endorsement/New Amendment/Conditions		0.00	CG-7105_Ed 12-06_Non-Pyramiding of Limits.pdf



SERFF Tracking Number: HRLV-125820117 State: Massachusetts  
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 Company Tracking Number: GLSA021508-1  
 TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability  
 Product Name: GL-Product Standardization Project & AQS - HIC HMIC Form Intro  
 Project Name/Number: GL/09-18-2008

Exclusion - Asbestos, Silica or Talc	CG-7108	12-01	Endorsement/Amendment/Conditions New	0.00	CG-7108_Ed 12-01_ Exclusion - Asbestos, Silica or Talc.pdf
Lead Liability Exclusion	CG-7149	9-01	Endorsement/Amendment/Conditions New	0.00	CG-7149_Ed 9-01_ Lead Liability Exclusion.pdf
Sewage Back-Up Property Damage Coverage	CG-7178	9-96	Endorsement/Amendment/Conditions New	0.00	CG-7178_Ed.pdf
Cemetery Professional Liability Endorsement	CG-7183	12-06	Endorsement/Amendment/Conditions New	0.00	CG-7183_Ed 12-06_ Cemetery Prof Liab Endmt.pdf
Limited Pollution Coverage	CG-7185	09-08	Endorsement/Amendment/Conditions New	0.00	CG-7185.pdf
General Liability Enhancement Endorsement	CG-7186	9-04	Endorsement/Amendment/Conditions New	0.00	CG-7186_Ed 9-04_ GL Enhancement Endorsement.pdf
Limited Product Withdrawal Expense Endorsement	CG-7192	2-02	Endorsement/Amendment/Conditions New	0.00	CG-7192_Ed 2-02_ Ltd Product Withdrawal Expense.pdf
Exclusion - Year 2000 Computer-	CG-7195	9-01	Endorsement/Amendment New	0.00	CG-7195_Ed 9-01_

SERFF Tracking Number: HRLV-125820117 State: Massachusetts  
 First Filing Company: Harleysville Insurance Company, ... State Tracking Number: 116915  
 Company Tracking Number: GLSA021508-1  
 TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability  
 Product Name: GL-Product Standardization Project & AQS - HIC HMIC Form Intro  
 Project Name/Number: GL/09-18-2008

Related and Other Electronics Problems			ent/Condi ons		Exclusion - Y2K.pdf
Additional Insured - Contractors, Scheduled Person or Organization	CG-7206	4-05	Endorseme nt/Amendm ent/Condi ons	0.00	CG-7206 _Ed 4-05_ Addl Insd - Cont Sched Person or Org.pdf
Additional Insured - Automatic Status - Contractors	CG-7207	4-05	Endorseme nt/Amendm ent/Condi ons	0.00	CG-7207 _Ed 4-05_ Addl Insd - Automatic Status - Cont.pdf
Sewage Back-Up Property Damage Liability Exclusion	CG-7220	12-01	Policy/Cove rage Form	0.00	CG-7220 _Ed 12-01_ Sewage Back-up Exclusion.pd f
Exclusion - Aircraft Products	CG-7226	12-06	Endorseme nt/Amendm ent/Condi ons	0.00	CG-7226 _Ed 12-06_ Exc- Aircraft Products.pdf
Lost Key Coverage	CG-7228	12-06	Endorseme nt/Amendm ent/Condi ons	0.00	CG-7228 _Ed 12-06_ Lost Key Cvge.pdf
General Liability Enhancement Endorsement Contractors	CG-7244	9-04	Endorseme nt/Amendm ent/Condi ons	0.00	CG-7244 _Ed.pdf
Exclusion - Unsolicited Faxes, Telephone Calls and Emails	CG-7248	12-04	Endorseme nt/Amendm ent/Condi ons	0.00	CG-7248 _Ed.pdf

SERFF Tracking Number: HRLV-125820117 State: Massachusetts  
 First Filing Company: Harleysville Insurance Company, ... State Tracking Number: 116915  
 Company Tracking Number: GLSA021508-1  
 TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability  
 Product Name: GL-Product Standardization Project & AQS - HIC HMIC Form Intro  
 Project Name/Number: GL/09-18-2008

Other Insurance Amendment	CG-7249	12-04	Endorseme nt/Amendm ent/Condi ons	New	0.00	CG-7249 _Ed 12-04_ Other Insurance Amendment. pdf
Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization	CG-7253	3-05	Endorseme nt/Amendm ent/Condi ons	New	0.00	CG-7253 _Ed.pdf
Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement with You	CG-7254	3-05	Endorseme nt/Amendm ent/Condi ons	New	0.00	CG-7254 _Ed.pdf
Additional Insured - Owners, Lessees or Contractors - Completed Operations	CG-7255	3-05	Endorseme nt/Amendm ent/Condi ons	New	0.00	CG-7255 _Ed.pdf
Additional Insured - Owners, Lessees or Contractors	CG-7256	3-05	Endorseme nt/Amendm ent/Condi ons	New	0.00	CG-7256 _Ed.pdf
Amendment of Insured Contract Definition	CG-7257	3-05	Endorseme nt/Amendm ent/Condi ons	New	0.00	CG-7257 _Ed.pdf
Exclusion - Products-	CG-7258	3-05	Endorseme nt/Amendm	New	0.00	CG-7258 _Ed.pdf

SERFF Tracking Number: HRLV-125820117 State: Massachusetts  
 First Filing Company: Harleysville Insurance Company, ... State Tracking Number: 116915  
 Company Tracking Number: GLSA021508-1  
 TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability  
 Product Name: GL-Product Standardization Project & AQS - HIC HMIC Form Intro  
 Project Name/Number: GL/09-18-2008

Completed Operations Hazard	CG-7259	3-05	Ent/Condi tions	0.00	CG-7259 _Ed.pdf
Exclusion - Residential Multi-Unit Construction Defect	CG-7259	3-05	Ent/Condi tions	0.00	CG-7259 _Ed.pdf
Additional Insured - Owners, Lessees or Contractors	CG-7260	4-05	Ent/Condi tions	0.00	CG-7260 _Ed 4-05_ Addl Insd - Owners, Lessees or Cont.pdf
Exclusion - Methyl Tertiary Butyl Ether (MTBE)	CG-7261	8-05	Ent/Condi tions	0.00	CG-7261 _Ed.pdf
Exclusion - Tobacco Health Hazards	CG-7262	8-05	Ent/Condi tions	0.00	CG-7262 _Ed 8-05_ Exclusion - Tobacco Health Hazards.pdf
Additional Insured - Owners, Lessees or Contractors - Completed Operations - Automatic Status When Required in Construction Agreement with You	CG-7263	8-05	Ent/Condi tions	0.00	CG-7263 _Ed.pdf
Printers Errors and Omissions Liability	CG-7264	8-05	Ent/Condi tions	0.00	CG-7264 _Ed.pdf

SERFF Tracking Number: HRLV-125820117 State: Massachusetts  
 First Filing Company: Harleysville Insurance Company, ... State Tracking Number: 116915  
 Company Tracking Number: GLSA021508-1  
 TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability  
 Product Name: GL-Product Standardization Project & AQS - HIC HMIC Form Intro  
 Project Name/Number: GL/09-18-2008

Voluntary Property Damage Endorsement	CG-7273	12-06	Endorseme New nt/Amendm ent/Condi ons	0.00	CG-7273 _Ed 12-06_ Vol Prop Dmg Endmt.pdf
Commercial General Liability Coverage Part	CG-7274	11-06	Policy/CoveNew rage Form	0.00	CG-7274 (Ed 12- 06)_AQS.pdf
Commercial General Liability Coverage Part Supplemental Schedule	CG-7275	11-06	Declaration New s/Schedule	0.00	CG-7275 (Ed 11- 06)_AQS.pdf
Commercial Lines Common Policy Declaration	GU-7000	3-08	Declaration New s/Schedule	0.00	GU-7000 _Ed. 3-08_ Common Policy Dec.pdf
Policy Change Document	GU-7001	07-08	Other New	0.00	GU-7001.pdf
Additional Insured Schedule	GU-7002	11-06	Declaration New s/Schedule	0.00	GU-7002.pdf
Additional Interest Schedule	GU-7003	11-06	Declaration New s/Schedule	0.00	GU-7003.pdf
Form Schedule	GU-7004	11-06	Declaration New s/Schedule	0.00	GU-7004.pdf
Location Schedule	GU-7005	11-06	Declaration New s/Schedule	0.00	GU-7005.pdf
Named Insured Schedule	GU-7008	11-06	Declaration New s/Schedule	0.00	GU-7008.pdf
Policyholder Notice Schedule	GU-7009	11-06	Declaration New s/Schedule	0.00	GU-7009.pdf
Declaration Page Extension	GU-7013	11-06	Endorseme New nt/Amendm ent/Condi ons	0.00	GU-7013.pdf
Fee-Surcharge Schedule	GU-7015	11-06	Declaration New s/Schedule	0.00	GU-7015.pdf

SERFF Tracking Number: HRLV-125820117 State: Massachusetts  
 First Filing Company: Harleysville Insurance Company, ... State Tracking Number: 116915  
 Company Tracking Number: GLSA021508-1  
 TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability  
 Product Name: GL-Product Standardization Project & AQS - HIC HMIC Form Intro  
 Project Name/Number: GL/09-18-2008

Exclusion - Exterior Insulation and Finish Systems (EIFS)	IL-7115	6-00	Endorsement/Amendment/Conditions	New	0.00	IL-7115_Ed 6-00_.pdf
Manuscript Endorsement	MANU-1	7-04	Endorsement/Amendment/Conditions	New	0.00	MANU-1.pdf
Manuscript Endorsement	MANU-2	7-04	Endorsement/Amendment/Conditions	New	0.00	MANU-2.pdf
Owners and Contractors Protection Liability Policy Declarations	PD-0706	12-06	Declaration	New	0.00	PD-0706_Ed.pdf
Railroad Protection Liability	PD-0707	12-06	Endorsement/Amendment/Conditions	New	0.00	PD-0707_Ed 12-06_Railroad Protective Liability Policy.pdf
Policy Jacket - Harleysville Mutual Insurance Company	PJ-0001	2-05	Other	New	0.00	PJ-0001_Ed 2-05_.pdf
Policy Jacket - Harleysville Insurance Company	PJ-0023	2-05	Other	New	0.00	PJ-0023_Ed 2-05_HIC.pdf
Church Liability Enhancement Endorsement	CG-7299	09-08	Endorsement/Amendment/Conditions	New	0.00	CG-7299.pdf
Abuse and Molestation	CG-7300	09-08	Endorsement/Amendment	New	0.00	CG-7300.pdf

SERFF Tracking Number: HRLV-125820117 State: Massachusetts  
 First Filing Company: Harleysville Insurance Company, ... State Tracking Number: 116915  
 Company Tracking Number: GLSA021508-1  
 TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability  
 Product Name: GL-Product Standardization Project & AQS - HIC HMIC Form Intro  
 Project Name/Number: GL/09-18-2008

Liability			ent/Condi tions	
Equipment Dealers General Liability Enhancement Fuel Oil Dealers Pollution Extension Endorsement Additional Insured-Owners, Lessess or Contractors - Completed Operations Additional Insured - Owners, Leesees or Contractors - Schedule Person or Organization Exclusion - Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program and Limited Coverage for Completed Operations Retail Gasoline Spillage Damage Liability Coverage - Pollution Exclusion	CG-7282	03-07	Endorseme New nt/Amendm ent/Condi tions	CG-7282 (Ed. 3-07).pdf
	CG-7292	06-08	Endorseme New nt/Amendm ent/Condi tions	CG-7292 (Ed. 6-08).pdf
	CG-7296	09-08	Endorseme New nt/Amendm ent/Condi tions	CG-7296 (Ed. 9-08).pdf
	CG-7297	09-08	Endorseme New nt/Amendm ent/Condi tions	CG-7297 (Ed. 9-08).pdf
	CG-7301	09-08	Endorseme New nt/Amendm ent/Condi tions	CG-7301 (Ed. 9-08).pdf
	CG-7237	12-03	Endorseme New nt/Amendm ent/Condi tions	CG-7237 (Ed. 12-03).pdf

*SERFF Tracking Number:*     *HRLV-125820117*                     *State:*                     *Massachusetts*  
*First Filing Company:*     *Harleysville Insurance Company, ...*             *State Tracking Number:*     *116915*  
*Company Tracking Number:*     *GLSA021508-1*  
*TOI:*                     *17.0 Other Liability-Occ/Claims Made*             *Sub-TOI:*                     *17.0001 Commercial General Liability*  
*Product Name:*             *GL-Product Standardization Project & AQS - HIC HMIC Form Intro*  
*Project Name/Number:*     *GL/09-18-2008*

**Exception**





**LIQUOR LIABILITY COVERAGE PART  
DECLARATIONS**

**OCCURRENCE (CG 00 33)**

Named Insured		Policy Number
Coverage Part Effective	Policy Period From	To
<b>LIMITS OF INSURANCE</b>		
Each Common Cause Limit	\$	
Aggregate Limit	\$	
Loc./Prem. No.	Classification/Premium Base	Code No.
Total Coverage Part Advance Premium \$		
Endorsements attached to this Coverage Part: <b>SEE SCHEDULES GU-7004 and GU-7009</b>		

**PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART DECLARATIONS**

**OCCURRENCE (CG-00 37)**

Named Insured		Policy Number
Coverage Part Effective	Policy Period From	To
<b>LIMITS OF INSURANCE</b>		
EACH OCCURRENCE LIMIT	\$	
AGGREGATE LIMIT	\$	
Classification		Code No.
Total Advance Coverage Part Premium \$		
Endorsements attached to this Coverage Part: <b>SEE SCHEDULES GU-7004 and GU-7009</b>		

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CG-7100  
(Ed. 12-06)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**SPRAY PAINTING PROPERTY DAMAGE DEDUCTIBLE INSURANCE**

1. Our obligation under Property Damage Liability Coverage to pay damages on your behalf for “property damage” arising out of “spray painting” applies only to the amount of damages in excess of a \$250 “property damage” per claim deductible.
2. The deductible amount applies under Property Damage Liability Coverage to all damages sustained by any one person because of “property damage” arising out of “spray painting” as the result of any one “occurrence”. With respect to “property damage”, person includes an organization.
3. The terms of this insurance, including those with respect to:
  - a. Our right and duty to defend the insured against any “suits” seeking those damages; and
  - b. Your duties in the event of an “occurrence”, claim, or “suit”

apply irrespective of the application of the deductible amount.

4. The limits of insurance shall not be reduced by the deductible amount. 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 has been paid by us.
5. For purposes of this endorsement, **Section V – DEFINITIONS** is amended by the following:

The following definitions are added:

“Spray painting” means spray emanating from any spray painting apparatus and occurring during spray painting operations by the insured.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

CG-7101  
(Ed. 12-06)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**MORTICIAN'S AND FUNERAL DIRECTOR'S MALPRACTICE LIABILITY  
ENDORSEMENT**

**A. INSURING AGREEMENT**

The following is added to **Coverage A. Bodily Injury and Property Damage Liability** and **Coverage B. Personal and Advertising Injury Liability**:

We will pay those sums that an insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" and "personal and advertising injury" arising out of the rendering or failure to render professional services in connection with your business as a funeral director or mortician provided that the act, error or omission giving rise to such "bodily injury" or "property damage" takes place during the policy period. Solely for the coverage provided by this endorsement, the "bodily injury" and "property damage" does not need to take place during the policy period. The offense giving rise to "personal and advertising injury" must take place during the policy period.

**B. EXCLUSIONS**

All Coverage **A** and **B** Exclusions apply to the Coverage provided by this endorsement except as amended below:

1. Coverage **A**, Exclusion **j**. Damage to Property, subparagraphs **(3)** and **(4)** do not apply to "property damage" to or the injury or destruction of:
  - a. deceased human bodies, cremated remains or body parts;
  - b. any casket, urn, or other container for a dead body or its cremated remains; or
  - c. the clothing or personal effects of a deceased personwhile in the care, custody and control of an insured in connection with your business as a mortician or funeral director. This insurance does not apply, however, to any casket, urn, other similar container or any other item held by you for the purpose of sale or advertising display.
2. Coverage **A**, Exclusion **g**. Aircraft, Auto or Watercraft does not apply to the injury or destruction of:
  - a. deceased human bodies, cremated remains or body parts;
  - b. any casket, urn or other container for a dead body or its cremated remains; or
  - c. the clothing or personal effects of a deceased personarising out of the use of a vehicle while any of the foregoing are in your care, custody and control in connection with your business as a mortician or funeral director. This insurance does not apply, however, to any casket, urn, other similar container or any other item held by you for the purpose of sale or advertising display.

3. The following Exclusions are added and the coverage provided by this endorsement does not apply to:
- a. acts or omissions caused by willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured.
  - b. punitive damages, multiplied damages, exemplary damages and civil penalties, fines and assessments.

4. The following Exclusion is added to paragraph 2. Exclusions of both Coverage **A** and Coverage **B**:

This insurance does not apply to:

“bodily injury”, “property damage” or “personal and advertising injury” arising out of any act, error or omission involving the rendering or failure to render professional services in connection with your business as a funeral director or mortician except to the extent that coverage is afforded by the Mortician’s and Funeral Director’s Malpractice Liability Endorsement.

### **C. LIMITS OF INSURANCE**

This endorsement does not provide for separate limits of insurance and the coverage provided herein does not increase the Each Occurrence Limit, the Personal and Advertising Injury Limit, the Products-Completed Operations Aggregate Limit or the General Aggregate Limit as provided in Section III, Limits of Insurance of your policy.

For purposes of determining the limits of insurance, one “occurrence” includes any act, error or omission together with all related acts, errors and omissions in the providing of professional services as a mortician or funeral director. Any loss based upon a series of related errors, omissions and negligent acts in the course of providing or arising out of professional services as a mortician or funeral director will be deemed to have occurred when the first error, omission or negligent act of that series occurred.

### **D. DEFINITIONS**

1. Solely for the purpose of this endorsement, the definition of the term “bodily injury” is amended as follows:

“Bodily injury” means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

2. When used in this endorsement only, the term “property damage” also includes the destruction of deceased human bodies or their remains.

### **E. OTHER INSURANCE**

The insurance provided by this endorsement is excess over any valid and collectible property insurance (except the deductible portion thereof) available to the insured. The Other Insurance Condition of this policy is amended accordingly.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

CG-7102  
(Ed. 12-06)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**PASTORAL COUNSELING PROFESSIONAL LIABILITY ENDORSEMENT**

SCHEDULE

Limits of Insurance

\$ \_\_\_\_\_ each occurrence

\$ \_\_\_\_\_ aggregate

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

1. The following is added to **SECTION I - Coverages**

**COVERAGE – PASTORAL COUNSELING PROFESSIONAL LIABILITY COVERAGE**

**Insuring Agreement**

We will pay those sums that you or your “pastor(s)” become legally obligated to pay as damages arising out of any act, error or omission because of “counseling activities” by a “pastor” provided that such act, error or omission occurred during the policy period. Coverage provided by this endorsement applies only for acts, errors or omissions of your “pastor” while acting within the scope of their duties as such. 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 “occurrence” and settle any claim or “suit” that may result. But:

- a. The amount we will pay for damages is limited as described in the Schedule of this endorsement; and
- b. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgements or settlements.

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

2. Supplemental Payments

Solely for the purposes of the coverage provided by this endorsement, **SUPPLEMENTARY PAYMENTS – COVERAGES A and B** is amended as follows:

- a. All references to **Supplemental Payments – Coverages A and B**, are replaced by **Supplemental Payments – Coverages A, B and Pastoral Counseling Professional Liability Coverage**.
- b. Paragraphs **1.b.** and **2.** of the Supplemental Payments provisions do not apply.

### 3. Exclusions

This insurance does not apply to liability resulting from:

- a. furnishing medical, radiological, surgical, dental or nursing treatments, including shock therapy, and the prescription, utilization, furnishing or dispensing of drugs or medical, radiological, surgical, dental or nursing supplies or appliances.
- b. the ownership, maintenance, operation, use, loading or unloading of any motor vehicle, trailer, semi-trailer, watercraft or aircraft.
- c. acts, errors or omissions of the insured as a member of a formal association or similar professional board or committee of any hospital or professional society.
- d. any actual or alleged conduct of a sexual nature.
- e. any dishonest, fraudulent, criminal or malicious act or omission, libel, slander, or intentional error or omission committed by an insured acting alone or in collusion with others.
- f. acts, errors, or omissions of the insured as proprietor, superintendent or executive officer of any hospital, sanatorium, medical clinic with or without bed and board facilities, or laboratory, or to acts or omissions arising out of any other trade, business, employment or profession.
- g. any civil penalties, fines or assessments or punitive or exemplary damages.
- h. "bodily injury", "property damage" or "personal and advertising injury".
- i. any claim seeking non-pecuniary relief.
- j. any willful violation of any federal, state or local statute, regulation, rule, ordinance or code.
- k. any employment related practice, act or omission.
- l. any damage that was either expected or intended from the standpoint of the insured.
- m. the assumption by any insured of the liability of another by contract or agreement whether or not such contract or agreement is an "insured contract". This exclusion does not apply to liability for damages that the insured would have in the absence of such contract or agreement.

4. Solely for the purposes of the coverage provided by this endorsement, **Section III – Limits of Insurance** is replaced by the following:

#### Limits of Insurance

- A. The Limits of Insurance stated in the Schedule of this endorsement and the rules below determine the most we will pay regardless of the number of:
  1. Insureds;
  2. Claims made or "suits" brought; or
  3. Persons or organizations making claims or bringing "suits".
- B. Subject to the aggregate Limit of Insurance provided below, the Limit of Insurance stated in the schedule as applicable to "each occurrence" is the most we will pay because of all damages arising out of any one "occurrence".
- C. The Limit of Insurance stated in the schedule as "aggregate" is the most we will pay for the sum of all damages for all claims.

For purposes of determining the limits of insurance for the coverage provided by this endorsement, any one "occurrence" includes any act, error or omission together with all related acts, errors or omissions of a "pastor" because of "counseling activities". Any loss based on a series of related errors, omissions and negligent acts by a "pastor" in the course of or arising out of "counseling activities" will be deemed to have occurred when the first error, omissions or negligent act of that series occurred.



5. Solely for the purposes of the coverage provided by this endorsement, **Section IV- Commercial General Liability CONDITIONS** is amended by the following:

## **SECTION IV CONDITIONS**

### **2. Duties in The Event of Occurrence, Offense, Claim, Suit or Loss**

- a. You must see to it that we are notified as soon as practicable of an “occurrence”, claim, offense or loss which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the “occurrence”, offense, or loss took place;
  - (2) The names and addresses of any persons seeking “damages” and witnesses; and
  - (3) The nature and location of any “damage” arising out of the “occurrence”, offense, or loss.
- 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.
  - (3) 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”; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of the “damages” to which this insurance may also apply.
- d. No insured will, except at that insured’s own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, 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. 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 b. below.

#### **b. 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 for all insurers.

## **6. Definitions**

The following definitions are added to **SECTION V – DEFINITIONS**:

“Pastor(s)” means any ordained minister, priest, rabbi or nun.

“Counseling activities” means the furnishing of advice or guidance by a “pastor(s)” to another person through consultations or communications not involving publishing or broadcasting.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**CG-7104**  
**(Ed. 12-06)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**FUEL OIL DEALERS DELIVERY AGREEMENT ENDORSEMENT**

Subject to the applicable policy limits and all the other terms, conditions and exclusions of your policy, we will pay on behalf of the insured those sums that you become legally obligated to pay as damages because of "bodily injury" or "property damage" resulting from your failure to make an expected delivery under an agreement to maintain an adequate supply of fuel oil at a customer's premises.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
LIQUOR LIABILITY COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
POLLUTION LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS COVERAGE FORM  
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

**CG-7105  
(Ed. 12-06)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**NON-PYRAMIDING OF LIMITS**

The following is added to **Section IV – Conditions:**

**Two or More Policies Issued By Us:**

If more than one coverage form or policy issued to you by us or any company affiliated with us applies to the same “occurrence” or offense, the most that we will pay for “bodily injury”, “property damage”, or “personal and advertising injury” arising out of such “occurrence” or offense is the highest applicable Limit of Insurance under any one coverage form or policy, regardless of the number of coverage forms or policies issued to you by us, or any company affiliated with us that apply to the same “occurrence” or offense.

This condition does not apply to any coverage form or policy issued by us or any affiliated company specifically to apply as excess insurance over this insurance.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY POLICY  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY POLICY**

**CG-7108  
(Ed. 12-01)**

**EXCLUSION – ASBESTOS, SILICA OR TALC**

This insurance does not apply to “bodily injury,” “property damage”, or “personal and advertising injury ” arising out of “asbestos”, "silica" or "talc".

We shall have no obligation under this insurance:

- 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 or dust.

"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 or dust.

"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 or dust.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
BUSINESS OWNERS POLICY  
CONTRACTORS BUSINESS OWNERS POLICY

**CG-7149**  
**(Ed. 9-01)**

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

**LEAD LIABILITY EXCLUSION**

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of or caused by the actual or alleged:
  - (a) exposure to or existence of lead, paint containing lead, or any other material or substance containing lead; or
  - (b) 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 leadwhether 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;
- (2) Any legal obligation of any insured for indemnification or contribution due to damages arising out of "bodily injury", "property damage" or "personal and advertising injury" caused by lead, paint containing lead, or any other substance or material containing lead;
- (3) Any loss, cost, expense or damages, whether direct or consequential, arising out 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 substance 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.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**CG-7178  
(Ed. 9-96)**

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

**SEWAGE BACK-UP PROPERTY DAMAGE LIABILITY COVERAGE  
POLLUTION EXCLUSION ENDORSEMENT**

Exclusion 2.f. Pollution, paragraph (1) (c) under **SECTION I - COVERAGES** does not apply to "Sewage Back-up Property Damage". "Sewage Back-up Property Damage" means "property damage" to the interior of your customer's buildings or the contents of those buildings which is caused by direct exposure to sewage originating from the reverse flow and/or escape of sewage from within any sewage facility and/or fixed conduit that you own, operate or maintain. This exception to the pollution exclusion does not apply to any "property damage" to the extent that it results from any radioactive, toxic, caustic or corrosive material in the sewage.

The following applies to any coverage provided by this endorsement:

A. **SECTION III - LIMITS OF INSURANCE** is replaced in its entirety by the following:

1. The limits 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".
2. The Sewage Back-up Property Damage Coverage Aggregate Limit shown in the **SCHEDULE** of this endorsement is the most we will pay under Coverage A for damages because of "Sewage Back-up Property Damage".
3. Subject to the Sewage Back-up Property Damage Liability Coverage Aggregate Limit, the Sewage Back-up Property Damage Liability Coverage Each Occurrence Limit as shown in the **SCHEDULE** of this endorsement is the most we will pay for the sum of damages under Coverage A because of all "property damage" arising out of any one "Sewage Back-up Property Damage" "occurrence".

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 limits of insurance.

B. **DEDUCTIBLE**

1. Our obligation under the Property Damage Liability Coverage to pay damages on your behalf applies only to the amount of damages because of "Sewage Back-up Property Damage" in excess of the deductible, if any, stated in the **SCHEDULE** of this endorsement as applicable to such coverage.

2. The deductible amount, if any, stated in the **SCHEDULE** of this endorsement applies on a **PER CLAIM BASIS**. The deductible amount applies under property Damage Liability to all damages sustained by any one person because of "Sewage Back-up Property Damage" as the result of any one "occurrence". With respect to "property damage", person includes an organization.
  3. The terms of this insurance, including those with respect to:
    - a. our right and duty to defend any "suits" seeking those damages, and
    - b. your duties in the event of an "occurrence", claim or "suit"
 apply irrespective of the application of the deductible amount.
  4. 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 has been paid by us.
- C. Except as modified by this endorsement, all terms and conditions of the policy to which this endorsement is attached apply to Sewage Back-up Property Damage Liability Coverage.

**D. SCHEDULE**

Sewage Back-up Property Damage Liability Coverage Limits:	\$50,000 Each Occurrence \$500,000 Aggregate
Sewage Back-up Property Damage Liability Coverage Deductible:	\$ _____
Sewage Back-up Property Damage Liability Coverage Premium:	\$ _____

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

CG-7183  
(Ed. 12-06)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**CEMETERY PROFESSIONAL LIABILITY ENDORSEMENT**

**A. INSURING AGREEMENT**

The following is added to **Coverage A. Bodily Injury and Property Damage Liability** and **Coverage B. Personal and Advertising Injury Liability**:

We will pay those sums that an insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" and "personal and advertising injury" arising out of the rendering or failure to render professional services as a cemeterian provided the act, error or omission giving rise to such "bodily injury" or "property damage" takes place during the policy period. Solely for the coverage provided by this endorsement, the "bodily injury" and "property damage" does not need to take place during the policy. The offense giving rise to "personal and advertising injury" must take place during the policy period.

**B. EXCLUSIONS**

All Coverage **A** and **B** Exclusions apply to the Coverage provided by this endorsement except as amended below:

1. Coverage **A**. Exclusion **j**. Damage to Property, subparagraphs **(3)** and **(4)** do not apply to "property damage" to or the injury or destruction of:
  - a. deceased human bodies, cremated remains or body parts;
  - b. any casket, urn or other container for a dead body or its cremated remains; or
  - c. the clothing or personal effects of a deceased personwhile in the care, custody and control of an insured in connection with your business as a cemeterian. This insurance does not apply, however, to any casket, urn, other similar container or any other item held by you for the purpose of sale or advertising display.
2. Coverage **A**. Exclusion **g**. Aircraft, Auto or Watercraft does not apply to the injury or destruction of:
  - a. deceased human bodies, cremated remains or body parts;
  - b. any casket, urn or other container for a dead body or its cremated remains; or
  - c. the clothing or personal effects of a deceased personarising out of the use of a vehicle while any of the foregoing are in your care, custody and control in connection with your business as a cemeterian. This insurance does not apply, however, to any casket, urn, other similar container or any other item held by you for the purpose of sale or advertising display.
3. The following Exclusions are added and the coverage provided by this endorsement does not apply to:
  - a. acts or omissions caused by willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured.
  - b. punitive damages, multiplied damages, exemplary damages and civil penalties, fines and assessments.



**4. The following Exclusion is added to paragraph 2. Exclusions of both Coverage A and Coverage B:**

This insurance does not apply to:

“bodily injury”, “property damage” or “personal and advertising injury” arising out of any act, error or omission involving the rendering or failure to render professional services as a cemetery professional except to the extent that coverage is afforded by the Cemetery Professional Liability Endorsement.

**C. LIMITS OF INSURANCE**

This endorsement does not provide for separate limits of insurance and the coverage provided herein does not increase the Each Occurrence Limit, the Personal and Advertising Injury Limit, the Products-Completed Operations Aggregate Limit or the General Aggregate Limit as provided in Section III, Limits of Insurance of your policy.

For purposes of determining the limits of insurance, one “occurrence” includes any act, error or omission together with all related acts, errors and omissions in the providing of professional services as a cemetery professional. Any loss based upon a series of related errors, omissions and negligent acts in the course of providing or arising out of professional services as a cemetery professional will be deemed to have occurred when the first error, omission or negligent act of that series occurred.

**D. DEFINITIONS**

1. Solely for the purpose of this endorsement, the definition of the term “bodily injury” is amended as follows:

“Bodily injury” means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

2. When used in this endorsement only, “property damage” also includes injury or destruction of deceased human bodies or their remains.

**E. OTHER INSURANCE**

The insurance provided by this endorsement is excess over any valid and collectible property insurance (except the deductible portion thereof) available to the insured. The Other Insurance Condition of this policy is amended accordingly.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CG-7185  
(Ed. 9-08)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED POLLUTION COVERAGE**

Schedule

Each Pollution Incident Limit of Liability	\$	
Aggregate Pollution Incident Limit of Liability	\$	
Deductible Amount	\$	Each Pollution Incident

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

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

**A. LIMITED POLLUTION COVERAGE**

Under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, we will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury” or “property damage” arising out of a “pollution incident”. This insurance only applies to “bodily injury” and “property damage” which occurs during the policy period provided that:

- a. the “pollution incident” begins at an identified time and place and ends in its entirety within 72 hours;
- b. you have notified us of the “pollution incident” as soon as practicable, but no more than 14 days after its ending; and
- c. it is accidental.

**B. LIMITS OF INSURANCE**

Solely for purposes of the coverage provided by this endorsement for “bodily injury” and “property damage” arising out of a “pollution incident”, **SECTION III – LIMITS OF INSURANCE** is replaced in its entirety by the following:

- 1. The limits of insurance shown in the SCHEDULE of this endorsement and the rules below determine 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”.
- 2. The Aggregate Pollution Incident Limit of Liability set forth in the Schedule of this endorsement is the most that we will pay for the sum of damages under **SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and medical expenses under **COVERAGE C** for all “bodily injury” and “property damage” resulting from all “pollution incidents”.
- 3. Subject to the Aggregate Pollution Incident Limit of Liability, the Each Pollution Incident Limit of Liability shown in the SCHEDULE of this endorsement is the most we will pay for the sum of damages under **SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and medical expenses under **COVERAGE C** for all “bodily injury” and “property damage” arising from one “pollution incident”.
- 4. Subject to 2. and 3. above, the Medical Expense Limit shown in the Declarations of the policy to which this endorsement is attached is the most we will pay under Coverage **C** for all medical expenses because of “bodily injury” sustained by any one person arising out of a “pollution incident”.

5. The Aggregate Pollution Incident Limit of Liability applies 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 Pollution Incident Limit of Liability set forth in the Schedule of this endorsement unless applicable state law requires us to provide unimpaired aggregate limits of insurance for such period of extension. In that event, the aggregate limit for such period of extension will be equal to the Aggregate Pollution Incident Limit of Liability set forth in the Schedule of this endorsement.
6. Any and all damages paid under the terms and conditions of this endorsement will further be applied against and will reduce the Aggregate General Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Part, in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.
7. The Each Pollution Incident Limit of Liability provided in the Schedule to this endorsement is included within and not in addition to the Each Occurrence Limit shown on the Declarations page of your policy.

### C. DEDUCTIBLE

1. Our obligation under this endorsement to pay damages on your behalf applies only to the amount of damages in excess of any deductible amount stated in the schedule of this endorsement as applicable to the Each Pollution Incident Limit of Liability. Neither the Each Pollution Incident Limit of Liability nor the Aggregate Pollution Incident Limit of Liability will be reduced by the application of such deductible amount.
2. The terms of this insurance, including those with respect to:
  - a. Our right and duty to defend any "suits" seeking those damages; and
  - b. Your duties in the event of a "pollution incident", claim or "suit";
 apply irrespective of the application of the deductible amount.
3. 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 of such part of the deductible amount as has been paid by us.

### D. EXCLUSIONS

Solely for purposes of the coverage provided by this endorsement for "bodily injury" and "property damage" arising out of a "pollution incident":

1. Exclusion **f.(1)(d)** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **SECTION I – COVERAGES** does not apply.
2. The following exclusions are added:
 

The coverage provided by this endorsement does not apply to:

  - a. "bodily injury" and "property damage" included within the "products-completed operations hazard";
  - b. "bodily injury" or "property damage" arising out of a "pollution incident" which results from or is directly or indirectly attributable to failure to comply with any applicable statute, regulation, ordinance, directive or order relating to the protection of the environment and promulgated by any governmental body, provided that failure to comply is a willful or deliberate act or omission of:
    - (1) The insured; or
    - (2) You or any of your members, partners or executive officers.
  - c. "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, emission, release or escape of "pollutants" at or from an "insured site" if such "pollutants" were brought on or to the "insured site" by any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf, in connection with your operations at such "insured site" and:
    - (1) such pollutants are intentionally discharged or released by any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf; or
    - (2) with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor.

All other Coverage A Exclusions in your policy apply.

## E. DEFINITIONS

When used in this endorsement only, the following definitions are added to **Section V – DEFINITIONS**:

"Insured site" means any premises, site or location on which you or any contractors or subcontractors working directly or indirectly on any insured's behalf, are performing operations, provided that the premises, site or location is not, never was, owned by, occupied by, rented to or loaned to you.

"Pollution incident" means the actual, alleged or threatened discharge, dispersal, emission, release or escape of "pollutants" at or from an "insured site" if such "pollutants" were brought on or to the "insured site" by any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf, in connection with your operations at such "insured site". All "bodily injury" and "property damage" arising out of one discharge, dispersal, emission, release or escape shall be deemed to be one "pollution incident". "Pollution Incident" does not include:

- a. any "occurrence" or event to which subparagraphs **(i)**, **(ii)** or **(iii)** of Exclusion **f.(1)(d)** of Coverage **A** applies
- b. "property damage" to a "waste facility"

"Waste facility" means any site or part of any site to which waste from the operations of an "insured site" is consigned for delivery or delivered for storage, disposal, processing or treatment.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**CG-7186  
(Ed. 9-04)**

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

**GENERAL LIABILITY ENHANCEMENT ENDORSEMENT**

**1. EXPECTED OR INTENDED INJURY**

Exclusion a. of Section I – Coverage A is replaced by the following:

- a. “Bodily injury” or “property damage” expected or intended from the standpoint of the insured.

This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

**2. NON-OWNED AIRCRAFT**

Exclusion g. of Section I – Coverage A does not apply to an aircraft provided:

- (a) It is hired, chartered or loaned with a paid crew;
- (b) It is not owned by an insured;
- (c) The pilot in command holds a currently effective license for the particular aircraft being flown, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial airline pilot; and
- (d) It is not being used by the insured to carry persons or property for a charge.

The following is added to Section IV, Condition 4. Other Insurance, paragraph b. Excess Insurance:

This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess (other than insurance written to apply specifically in excess of this policy), or contingent or any other basis, that would also apply to the loss covered under this provision.

**3. EXTENDED NON-OWNED WATERCRAFT**

Paragraph (2) of Exclusion g. of Section I – Coverage A is deleted and replaced with the following:

- (2) A watercraft you do not own that is:
- a. Less than 51 feet long; and
  - b. Not being used by the insured to carry persons or property for a charge.

The following is added to Section IV, Condition 4. Other Insurance, paragraph b. Excess Insurance:

This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess (other than insurance written to apply specifically in excess of this policy), or contingent or any other basis, that would also apply to the loss covered under this provision.

**4. PROPERTY DAMAGE LIABILITY – BORROWED EQUIPMENT**

Paragraph (3) and (4) of Exclusion j. of Section I – Coverage A do not apply to “property damage” to borrowed equipment.

The limit of insurance for “Borrowed Equipment” coverage provided by this section 4 is \$5,000 any one occurrence and \$10,000 annual aggregate and is subject to a \$250 deductible or the property damage deductible shown on the declarations, whichever is greater. For purposes of this paragraph, “Borrowed Equipment” is equipment which is temporarily in your care, custody and control with the consent of the owner and does not include equipment that is leased to you under a lease agreement.

The aggregate limit applies 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 that 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 limit.

The following is added to Section IV, Condition 4. Other Insurance, paragraph b. Excess Insurance:

This insurance is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether primary, excess (other than insurance written to apply specifically in excess of this policy), or contingent or any other basis, that would also apply to the loss covered under this provision.

## **5. PROPERTY DAMAGE LIABILITY - ELEVATORS**

Paragraph (6) of exclusion j. of Section I – Coverage A does not apply to the use of elevators.

The limit of insurance for Elevators Coverage provided by this section 5 is \$5,000 any one occurrence and \$10,000 annual aggregate and is subject to a \$250 deductible or the property damage deductible shown on the declarations, whichever is greater.

The aggregate limit applies 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 that 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 limit.

The following is added to Section IV, Condition 4. Other Insurance, paragraph b. Excess Insurance:

This insurance is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether primary, excess (other than insurance written to apply specifically in excess of this policy), or contingent or any other basis, that would also apply to the loss covered under this provision.

## **6. FIRE, LIGHTNING, EXPLOSION, SMOKE OR LEAKAGE FROM FIRE PROTECTIVE SYSTEMS DAMAGE.**

- a. The last paragraph of Section I – Coverage A (after the exclusions) is replaced by the following:  
Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in Section III Limits of Insurance. This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke or leakage from fire protective systems or any combination of the five.
- b. The word fire is changed to fire, lightning, explosion, smoke and leakage from fire protective systems where it appears in:
  - (1) The Limits of Insurance section of the declarations of the Commercial General Liability Coverage Form; and
  - (2) Paragraph 6. of Section III Limits of Insurance; and
- c. The Damage to Premises Rented to You limit in paragraph 6. of Section III Limits of Insurance is replaced by a new Damage to Premises Rented to You and Fire, Lightning, Explosion, Smoke and Leakage from Fire Protective Systems Damage Limit, which will be subject to all of the terms of Section III Limits of Insurance. This new Damage Limit is the greater of \$300,000 or the amount shown in the declarations for the Damage to Premises Rented to You Limit and is the most we will pay, subject to paragraph 5 of Section III Limits of Insurance, under Coverage A for damages because of “property damage” to any one premises, while rented to you or, in the case of damage by fire, lightning, explosion, smoke and leakage from fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

## **7. MEDICAL PAYMENTS**

If Coverage C – Medical Payments Coverage is not otherwise excluded from the Commercial General Liability Coverage Form, the Medical Expense Limit is changed, subject to all the terms of Section III Limits of Insurance, to the greater of:

- a. \$15,000; or
- b. The Medical Expense limit shown in the declarations of the Commercial General Liability Coverage Form.

## **8. SUPPLEMENTARY PAYMENTS**

Paragraphs b. and d. of Supplementary Payments – Section I Coverage A and B are replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the “bodily injury” coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$400 a day because of time off from work.

## **9. ADDITIONAL INSURED – BROAD FORM VENDORS**

Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) with whom you agreed, under a written contract or agreement to provide insurance, but only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business, subject to the following additional exclusions:

- a. The insurance afforded the vendor does not apply to:
  - (1) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - (2) Any express warranty unauthorized by you;
  - (3) Any physical or chemical change in the product made intentionally by the vendor;
  - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
  - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of the product;
  - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - (8) “Bodily injury” or “property damage” arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - a. The exceptions contained in Subparagraphs (4) or (6); or
    - b. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

## **10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

- a. In paragraph 4. a. of Section II – Who Is An Insured, 90<sup>th</sup> day is changed to 180<sup>th</sup> day.

- b. This provision does not apply if coverage for newly formed or acquired organizations is excluded either by the provisions of the Commercial General Liability Coverage Form or by any applicable endorsement.

## **11. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

The following is added under paragraph 6. of Section IV – CONDITIONS,

- d. Your failure to disclose all hazards existing as of the inception date of the policy shall not in itself prejudice the coverage otherwise afforded by this policy, provided such failure to disclose all hazards is not intentional.

## **12. ADVERTISING INJURY REDEFINED**

Paragraphs 14. d. and e. of Section V – Definitions are amended by the following:

- 1. Personal and advertising injury means injury including consequential “bodily injury” arising out of one or more of the following offenses:
  - d. Oral, written, televised or videotaped publication of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services;
  - e. Oral, written, televised or videotaped publication of material that violates a person’s right to privacy;

Paragraphs b. and c. of 2. Exclusions under Coverage B – Personal and Advertising Injury Liability are replaced by the following:

- b. “Personal and advertising injury” arising out of oral, written, televised or videotaped publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- c. “Personal and advertising injury” arising out of oral, written, televised or videotaped publication of material whose first publication took place before the beginning of the policy period;

## **13. MENTAL ANGUISH – BODILY INJURY REDEFINED**

The definition of “bodily injury” in Section V – Definitions is replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

## **14. INCIDENTAL MEDICAL MALPRACTICE LIABILITY**

- a. Paragraph 2.a.(1)d. of Section II – Who Is An Insured does not apply to nurses, emergency medical technicians or paramedics employed by you arising out of his or her providing or failing to provide professional health care services, but only if such healthcare services are within the scope of their employment by you or are related to or arise out of the conduct of your business.
- b. This provision does not apply if you are engaged in the business or occupation of providing professional health care services.

## **15. INSURED CONTRACT**

Paragraph 9. of Section V – Definitions is replaced by the following:

- 9. “Insured contract” means:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”;
  - b. A sidetrack agreement;
  - c. Any easement or license agreement;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  - e. An elevator maintenance agreement;



- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for “bodily injury” or “property damage” to a third person or organization, provided the “bodily injury” or “property damage” is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured’s rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

## **16. MOBILE EQUIPMENT REDEFINED**

Under Section V – Definitions, Item 12, Paragraph f. (1) (a) (b) (c) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

## **17. PERSONAL INJURY – BROAD FORM**

- a. Paragraph 14. b. of Section V – Definitions is replaced by the following:
  - b. Malicious prosecution or abuse of process;
- b. Definition 14 of Section V – Definitions is amended by the addition of the following:
  - h. Wrongful discrimination or humiliation that results in injury to the feeling or reputation of a natural person, but only if such discrimination or humiliation is:
    - (1) Not the result of acts or omissions of:
      - (a) The insured;
      - (b) Any executive officer, director, stockholder, partner or member of the insured; or
      - (c) Anyone acting at the direction of anyone listed in (a) and (b) above done with the intent or the reasonable expectation that such acts or omissions will result in wrongful discrimination or humiliation to another person; and
    - (2) Not directly or indirectly related to employment related practices, or the prospective employment or termination of employment or demotion of any person or person(s) by an insured.
- c. Paragraphs a. and b. above do not apply if Coverage B. Personal and Advertising Injury Liability is excluded either by the provision of the Commercial General Liability Coverage form or by endorsement.

## **18. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

This provision does not apply to any written contract formed or executed after performance has begun.

## **19. LIBERALIZATION**

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

## **20. NO DUPLICATION OF BENEFITS**

No one will be entitled to receive duplicate payments for the same elements of loss under any of the coverages provided by the Commercial General Liability Coverage form, this endorsement, or any other applicable endorsement.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

**CG-7192  
(Ed. 2-02)**

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

**LIMITED PRODUCT WITHDRAWAL  
EXPENSE ENDORSEMENT**

**SCHEDULE**

	<b>Limits of Insurance</b>
Each Withdrawal	\$
Aggregate Limit	\$
Deductible Amount	\$
Cut-off Date	

**THIS ENDORSEMENT ONLY PROVIDES REIMBURSEMENT TO YOU FOR EXPENSES INCURRED BECAUSE OF A COVERED "PRODUCT WITHDRAWAL". THIS ENDORSEMENT DOES NOT PROVIDE ANY LIABILITY COVERAGE OR COVERAGE FOR THE COST OR EXPENSE OF DEFENDING ANY CLAIM OR SUIT.**

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

**SECTION I – LIMITED PRODUCT  
WITHDRAWAL EXPENSE COVERAGE**

**1. Insuring Agreement**

**a.** We will reimburse you for "product withdrawal expenses" incurred because of a "product withdrawal" to which this insurance applies.

The amount of such reimbursement is limited as described in Section III – Limits of Insurance. No other obligation or liability to pay sums or perform acts or services is covered.

**b.** If we pay your "product withdrawal expenses" arising out of a "product withdrawal", we will also pay your "customer approval advertising costs" during or after that "product withdrawal". However, the most we will pay under this coverage extension is the lesser of:

- (1)** The amount of such costs; or
- (2)** \$10,000

The amount we pay for "customer approval advertising costs" is in addition to the Limit of Insurance.

**c.** This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:

- (1)** You determine that the "product withdrawal" is necessary; or
- (2)** An authorized government entity has ordered you to conduct a "product withdrawal".

**d.** We will reimburse only those "product withdrawal expenses":

- (1)** Which are incurred and reported to us within one year of the date the "product withdrawal" was initiated; and
- (2)** Only if the product that is the subject of the "product withdrawal" left your control or possession after the cut-off date designated in the Schedule.

**e.** The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:

- (1) When you have announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct a "product withdrawal". This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party;
  - (2) When you received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal"; or
  - (3) When a third party has initiated a "product withdrawal" and you communicate agreement with the "product withdrawal", or you announce to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to participate in the "product withdrawal", whichever comes first.
- f. "Product withdrawal expenses" incurred to withdraw "your products" which contain:
- (1) The same "defect" will be deemed to have arisen out of the same "product withdrawal"; or
  - (2) A different "defect" will be deemed to have arisen out of a separate "product withdrawal" if newly determined or ordered in accordance with Paragraph 1.c. of this endorsement.

## 2. Exclusions

This insurance does not apply to "product withdrawal expenses" arising out of:

- a. Any "product withdrawal" initiated due to:
  - (1) The failure of "your products" to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property.
  - (2) Copyright, patent, trade secret or trademark infringements;
- (3) Transformation of a chemical nature, deterioration or decomposition of "your product", except if it is caused by:
  - (a) An error in manufacturing, design, processing or transportation of "your product"; or
  - (b) "Product tampering".
- (4) Expiration of the designated shelf life of "your product".
- b. A "product withdrawal", initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the inception date of this Coverage Part or prior to the time "your product" leaves your control or possession.
- c. Recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage A – Bodily Injury And Property Damage Liability by endorsement.
- d. Recall of "your products" which have been banned from the market by an authorized government entity prior to the policy period.
- e. The defense of a claim or "suit" against you for "product withdrawal expenses".
- f. Improper, inadequate or faulty formula or specifications.
- g. Loss of profit, reputation, customer faith or approval, or any costs incurred to regain market share, approval or any other consequential damages, except as provided by "customer approval advertising costs" coverage.
- h. Redistribution or replacement of the withdrawn products by like products or substitutions.
- i. The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.

- B. For the purposes of this endorsement, Section III - **Limits of Insurance** is replaced by the following:

**SECTION III – LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. "Product withdrawals" initiated; or
  - c. Number of "your products" withdrawn.
2. The Aggregate Limit is the most we will reimburse you for the sum of all "product withdrawal expenses" incurred for all "product withdrawals" initiated during the policy period.
3. Subject to 2. above, and in excess of the Deductible shown in the Product Withdrawal Expense Coverage Schedule, the Each Withdrawal Limit is the most we will pay for "product withdrawal expense" you incur for any one "product withdrawal".

The Limits of Insurance of Product Withdrawal Expense Coverage 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 Limits of Insurance.

- C. For the purposes of this endorsement, the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition** under Section IV – **Commercial General Liability Conditions** is replaced by the following:

2. **Duties In The Event Of A "Defect" Or A "Product Withdrawal"**
  - a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your products", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:
    - (1) How, when and where the "defect" was discovered;
    - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

- b. If a "product withdrawal" is initiated, you must:
  - (1) Immediately record the specifics of the "product withdrawal" and the date it was initiated; and
  - (2) Notify us as soon as practicable.  
You must see to it that we receive written notice of the "product withdrawal" as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";
  - (2) Authorize us to obtain records and other information; and
  - (3) Cooperate with us in our investigation of the "product withdrawal".

- D. The following definitions are added to the **Definitions** Section:

1. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.
2. "Product tampering" is an act of intentional alteration of "your product" which may cause or has caused "bodily injury" or physical injury to tangible property. When "product tampering" is known, suspected or threatened, a "product withdrawal" will not be limited to those batches of "your product" which are known or suspected to have been tampered with.
3. "Product withdrawal" means the recall or withdrawal of "your products", or products which contain "your products", from the market or from use, by any other person or organization, because of a known or suspected "defect" in "your product", or a known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property.

4. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below paid and directly related to a "product withdrawal":
- a. Costs of notification;
  - b. Costs of stationery, envelopes, production of announcements and postage or facsimiles;
  - c. Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;
  - d. Costs of computer time;
  - e. Costs of hiring independent contractors and other temporary employees;
  - f. Costs of transportation, shipping or packaging;
  - g. Costs of warehouse or storage space; or
  - h. Costs of proper disposal of "your products", or products that contain "your products", that can not be reused, not exceeding your purchase price or your cost to produce the products;

but "product withdrawal expenses" does not include costs of the replacement, repair or redesign of "your product", or the costs of regaining your market share, goodwill, revenue or profit.

5. "Customer approval advertising costs" are those advertising costs paid for the specific purpose of regaining customer approval or faith in "your product".

This endorsement applies to **all coverages** provided under the following including any forms or endorsements attached thereto:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART**

**CG-7195  
(Ed. 9-01)**

**EXCLUSION – YEAR 2000 COMPUTER-RELATED AND  
OTHER ELECTRONIC PROBLEMS**

The following exclusion is added:

This insurance does not apply to “bodily injury,” “property damage,” “personal and advertising injury,” or any other injury, damage, loss or expense arising directly or indirectly out of:

**A.** Any actual or alleged failure, malfunction, inability or inadequacy of:

**(1)** Any of the following, whether belonging to any insured or to others:

- (a)** Computer hardware, including micro-processors;
- (b)** Computer application software;
- (c)** Computer operating systems and related software;
- (d)** Computer networks;
- (e)** Microprocessors (computer chips) not part of any computer system;
- (f)** Telecommunications equipment; or
- (g)** Any other computerized or electronic equipment or components; or

**(2)** Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.(1)** of this endorsement;

which is in any way related to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.

**B.** Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.** of this endorsement.

**C.** Any other act or failure to act by you or for you which is in any way related to any potential or actual problems described in Paragraph **A.** of this endorsement.

This endorsement applies to all coverages provided by this coverage part including all forms and endorsements attached thereto.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**CG-7206  
(Ed. 4-05)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – CONTRACTORS  
SCHEDULED PERSON OR ORGANIZATION**

**SCHEDULE**

**Name of Person or Organization:**

(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 additional insured the person or organization shown in the Schedule for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement (for purposes of this endorsement referred to as the “written contract”) 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 for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf:  
in the performance of “your work” for that additional insured. This “written contract” must be executed prior to the occurrence of any loss.
- B. However, unless required by the “written contract”, the insurance provided to the additional insured does not apply to:
1. “Bodily injury”, “property damage”, or “personal and advertising injury”, occurring after:
    - (a) All work by you including materials, parts, or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for the additional insured at the site of the covered operations has been completed; or
    - (b) 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.
  2. “Bodily injury”, “property damage”, or “personal and advertising injury” arising out of an architect’s, engineer’s, or surveyor’s rendering of or failure to render any professional services for you, for the additional insured, or for others, including:
    - (a) The preparing, approving, or failing to approve maps, drawings, opinions, reports, surveys, change orders, designs, or specifications; and
    - (b) Supervisory, inspection, or engineering services

- C. If the limits of liability stated in the policy exceed the limits of liability required by the “written contract”, the insurance provided by this endorsement shall be limited to the limits required by the “written contract”. This endorsement shall not increase the limits stated in Section III – Limits of Insurance.
- D. This insurance only applies to those sums that the additional insured is legally obligated to pay as damages to an injured party under tort law principles. This insurance does not apply to any additional insured’s contractual liability to indemnify, defend or hold harmless a third party.
- E. Other Insurance
1. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to an additional insured whether primary, excess, contingent, or any other basis unless the “written contract” specifically requires that this insurance be primary.
  2. Even if the requirements of paragraph 1. are met, 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.
- F. As soon as practicable, each additional insured must give us prompt notice of any “occurrence” which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with policy conditions.



This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**CG-7207  
(Ed. 4-05)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - AUTOMATIC STATUS – CONTRACTORS**

- A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) for whom you are performing operations when you and such person or organization have agreed in writing in a construction contract or agreement (for purposes of this endorsement referred to as the “written contract”) that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;  
in the performance of “your work” on the project specified in the “written contract”. This “written contract” must be executed prior to the occurrence of any loss.
- B. However, unless required by the “written contract”, the insurance provided to the Additional Insured does not apply to:
1. “Bodily Injury”, “property damage”, or “personal and advertising injury”, occurring after:
    - (a) All work by you including materials, parts, or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for the additional insured at the site of the covered operations has been completed; or
    - (b) 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.
  2. “Bodily injury”, “property damage”, or “personal and advertising injury” arising out of an architect’s, engineer’s, or surveyor’s rendering of or failure to render any professional services for you, for the additional insured, or for others, including:
    - (a) The preparing, approving, or failing to approve maps, drawings, opinions, reports, surveys, change orders, designs, or specifications; and
    - (b) Supervisory, inspection, or engineering services
- C. If the limits of liability stated in the policy exceed the limits of liability required by the “written contract”, the insurance provided by this endorsement shall be limited to the limits required by the “written contract”. This endorsement shall not increase the limits stated in Section III – Limits of Insurance.
- D. This insurance only applies to those sums that the additional insured is legally obligated to pay as damages to an injured party under tort law principles. This insurance does not apply to any additional insured’s contractual liability to indemnify, defend or hold harmless a third party.
- E. Other Insurance
1. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or any other basis unless the “written contract” specifically requires that this insurance be primary.
  2. Even if the requirements of paragraph (1) are met, 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.

F. As soon as practicable, each additional insured must give us prompt notice of any “occurrence” which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with policy conditions.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**CG-7220  
(Ed. 12-01)**

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

**SEWAGE BACK-UP PROPERTY DAMAGE  
LIABILITY EXCLUSION**

This insurance does not apply any liability arising out of:

“Sewage Back-up Property Damage”

"Sewage Back-up Property Damage" means "property damage" to the interior of your customer's buildings or the contents of those buildings which is caused by direct exposure to sewage originating from the reverse flow and/or escape of sewage from within any sewage facility and/or fixed conduit that you own, operate, lease or maintain.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CG-7226  
(Ed. 12-06)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**EXCLUSION – AIRCRAFT PRODUCTS**

- A.** This insurance does not apply to “bodily injury” or “property damage” included in the “products-completed operations hazard” and arising out of:
1. “Aircraft products”;
  2. Reliance upon any representation or warranty made with respect to “aircraft products”;
  3. To any liability arising out of the “grounding” of any “aircraft”; or
  4. Liability assumed by you under any contract or agreement if such liability arises out of “aircraft products”:
    - a. Designed;
    - b. Manufactured;
    - c. Sold;
    - d. Handled; or
    - e. Distributed,  
by you or by others trading under your name.

- B.** For purposes of this endorsement, **Section V – DEFINITIONS** is amended by the following:

The following definitions are added:

“Aircraft” includes but is not limited to:

- a. Heavier-than-air flying vehicles;
- b. Lighter-than-air flying vehicles;
- c. Helicopters;
- d. Gliders;
- e. Missiles; or
- f. Spacecraft.

“Aircraft products” means:

- a. “Aircraft”; or
- b. Any:
  - (1) Other goods or products (other than real property) designed, manufactured, sold, handled or distributed by; or
  - (2) Services provided or recommended by you or others trading under your name, when used in the manufacture, repair, operation, maintenance or use of any “aircraft”.

“Grounding” means:

- a. The withdrawal of one or more “aircraft” from flight operations; or
- b. The imposition of speed, passenger or load restrictions on “aircraft”.

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CG-7228  
(Ed. 12-06)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**LOST KEY COVERAGE**

Schedule

Each Lost Key Coverage Limit of Liability \$ \_\_\_\_\_

The terms and conditions of this policy are amended as indicated below:

**A. COVERAGE**

Exclusion 2.j., paragraphs (3), (4) and (5), under **SECTION I, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, do not apply to "property damage" as it pertains to the loss of keys to the insured's customers' premises, or keys that operate devices or gain access to authorized areas on those premises. This amendment applies only to such keys that are in the care, custody or control of the insured, which up to the time of loss were in the possession of:

1. An insured; or
2. "Employees" or agents of an insured.

**B. EXCLUSIONS**

The insurance afforded by this endorsement shall not apply to "property damage" arising out of:

1. Misappropriation;
2. Secretion;
3. Conversion;
4. Infidelity; or
5. Any dishonest act on the part of any insured or any "employee" or agent of an insured.

**C. LIMITS OF INSURANCE AND DEDUCTIBLE**

1. Our liability for all damages arising out of the loss of such keys is limited to:
  - a. The cost to replace such keys; and
  - b. The cost to adjust affected locks to accept new keys; and
  - c. The cost to replace such locks, if required, including related installation costs.
2. Subject to the above limitations, and both the Each Occurrence Limit and General Aggregate Limit of insurance shown on the Declarations applicable to the Commercial General Liability Coverage Part, our total liability for all "property damage", to which this Lost Key Coverage applies, arising out of any one "occurrence" shall not exceed the amount stated in the schedule.

3. Our obligation to pay “property damage”, to which this Loss Key Coverage applies, on behalf of the insured applies only to the amount of “damages” in excess of the deductible amount of \$50. which is applicable to each “occurrence”. The limits of insurance shall not be reduced by the amount of this deductible. 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.
4. The terms of this insurance, including those with respect to:
  - a. Our right and duty to defend the insured against any “suits” seeking those damages; and
  - b. Your duties in the event of an “occurrence”, claim or “suit”apply irrespective of the application of the deductible amount.
5. Any and all damages paid under the terms and conditions of this endorsement will be applied against and will reduce the policy General Aggregate Limit of Insurance shown on the Declarations applicable to the Commercial General Liability Coverage Part in the same manner and in addition to all other damages and amounts paid under all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.
6. The Limits of Insurance for this Loss Key Coverage is included within and is not in addition to the Each Occurrence Limit shown in the Declarations applicable to the Commercial General Liability Coverage Part for all “bodily injury” and “property damage” arising out of any one “occurrence”.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**CG-7244  
(Ed. 9-04)**

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

**GENERAL LIABILITY ENHANCEMENT ENDORSEMENT - CONTRACTORS**

**1. EXPECTED OR INTENDED INJURY**

Exclusion a. of Section I – Coverage A is replaced by the following:

- a. “Bodily injury” or “property damage” expected or intended from the standpoint of the insured.

This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

**2. NON-OWNED AIRCRAFT**

Exclusion g. of Section I – Coverage A does not apply to an aircraft provided:

- (a) It is hired, chartered or loaned with a paid crew;
- (b) It is not owned by an insured;
- (c) The pilot in command holds a currently effective license for the particular aircraft being flown, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial airline pilot; and
- (d) It is not being used by the insured to carry persons or property for a charge.

The following is added to Section IV, Condition 4. Other Insurance, paragraph b. Excess Insurance:

This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess (other than insurance written to apply specifically in excess of this policy), or contingent or any other basis, that would also apply to the loss covered under this provision.

**3. EXTENDED NON-OWNED WATERCRAFT**

Paragraph (2) of Exclusion g. of Section I – Coverage A is deleted and replaced with the following:

- (2) A watercraft you do not own that is:
  - a. Less than 51 feet long; and
  - b. Not being used by the insured to carry persons or property for a charge.

The following is added to Section IV, Condition 4. Other Insurance, paragraph b. Excess Insurance:

This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess (other than insurance written to apply specifically in excess of this policy), or contingent or any other basis, that would also apply to the loss covered under this provision.

**4. PROPERTY DAMAGE LIABILITY – BORROWED EQUIPMENT**

Paragraph (3) and (4) of Exclusion j. of Section I – Coverage A do not apply to “property damage” to borrowed equipment.

The limit of insurance for “Borrowed Equipment” coverage provided by this section 4 is \$5,000 any one occurrence and \$10,000 annual aggregate and is subject to a \$250 deductible or the property damage deductible shown on the declarations, whichever is greater. For purposes of this paragraph, “Borrowed Equipment” is equipment which is temporarily in your care, custody and control with the consent of the owner and does not include equipment that is leased to you under a lease agreement.

The aggregate limit applies 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 that 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 limit.

The following is added to Section IV, Condition 4. Other Insurance, paragraph b. Excess Insurance:

This insurance is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether primary, excess (other than insurance written to apply specifically in excess of this policy), or contingent or any other basis, that would also apply to the loss covered under this provision.

## **5. PROPERTY DAMAGE LIABILITY - ELEVATORS**

Paragraph (6) of exclusion j. of Section I – Coverage A does not apply to the use of elevators.

The limit of insurance for Elevators Coverage provided by this section 5 is \$5,000 any one occurrence and \$10,000 annual aggregate and is subject to a \$250 deductible or the property damage deductible shown on the declarations, whichever is greater.

The aggregate limit applies 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 that 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 limit.

The following is added to Section IV, Condition 4. Other Insurance, paragraph b. Excess Insurance:

This insurance is excess over any other valid and collectible property insurance (including any deductible) available to the insured whether primary, excess (other than insurance written to apply specifically in excess of this policy), or contingent or any other basis, that would also apply to the loss covered under this provision.

## **6. FIRE, LIGHTNING, EXPLOSION, SMOKE OR LEAKAGE FROM FIRE PROTECTIVE SYSTEMS DAMAGE.**

a. The last paragraph of Section I – Coverage A (after the exclusions) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in Section III Limits of Insurance. This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke or leakage from fire protective systems or any combination of the five.

b. The word fire is changed to fire, lightning, explosion, smoke and leakage from fire protective systems where it appears in:

- (1) The Limits of Insurance section of the declarations of the Commercial General Liability Coverage Form; and
- (2) Paragraph 6. of Section III Limits of Insurance; and

c. The Damage to Premises Rented to You limit in paragraph 6. of Section III Limits of Insurance is replaced by a new Damage to Premises Rented to You and Fire, Lightning, Explosion, Smoke and Leakage from Fire Protective Systems Damage Limit, which will be subject to all of the terms of Section III Limits of Insurance. This new Damage Limit is the greater of \$300,000 or the amount shown in the declarations for the Damage to Premises Rented to You Limit and is the most we will pay, subject to paragraph 5 of Section III Limits of Insurance, under Coverage A for damages because of “property damage” to any one premises, while rented to you or, in the case of damage by fire, lightning, explosion, smoke and leakage from fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.



## 7. MEDICAL PAYMENTS

If Coverage C – Medical Payments Coverage is not otherwise excluded from the Commercial General Liability Coverage Form, the Medical Expense Limit is changed, subject to all the terms of Section III Limits of Insurance, to the greater of:

- a. \$15,000; or
- b. The Medical Expense limit shown in the declarations of the Commercial General Liability Coverage Form.

## 8. SUPPLEMENTARY PAYMENTS

Paragraphs b. and d. of Supplementary Payments – Section I Coverage A and B are replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the “bodily injury” coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$400 a day because of time off from work.

## 9. ADDITIONAL INSURED – BROAD FORM VENDORS

Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) with whom you agreed, under a written contract or agreement to provide insurance, but only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business, subject to the following additional exclusions:

- a. The insurance afforded the vendor does not apply to:
  - (1) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - (2) Any express warranty unauthorized by you;
  - (3) Any physical or chemical change in the product made intentionally by the vendor;
  - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the sale of the products;
  - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of the product;
  - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - (8) “Bodily injury” or “property damage” arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - a. The exceptions contained in Subparagraphs (4) or (6); or
    - b. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

## 10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

- a. In paragraph 4. a. of Section II – Who Is An Insured, 90<sup>th</sup> day is changed to 180<sup>th</sup> day.

- b. This provision does not apply if coverage for newly formed or acquired organizations is excluded either by the provisions of the Commercial General Liability Coverage Form or by any applicable endorsement.

## **11. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

The following is added under paragraph 6. of Section IV – CONDITIONS,

- d. Your failure to disclose all hazards existing as of the inception date of the policy shall not in itself prejudice the coverage otherwise afforded by this policy, provided such failure to disclose all hazards is not intentional.

## **12. ADVERTISING INJURY REDEFINED**

Paragraphs 14. d. and e. of Section V – Definitions are amended by the following:

- 1. Personal and advertising injury means injury including consequential “bodily injury” arising out of one or more of the following offenses:
  - d. Oral, written, televised or videotaped publication of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services;
  - e. Oral, written, televised or videotaped publication of material that violates a person’s right to privacy;

Paragraphs b. and c. of 2. Exclusions under Coverage B – Personal and Advertising Injury Liability are replaced by the following:

- b. “Personal and advertising injury” arising out of oral, written, televised or videotaped publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- c. “Personal and advertising injury” arising out of oral, written, televised or videotaped publication of material whose first publication took place before the beginning of the policy period;

## **13. MENTAL ANGUISH – BODILY INJURY REDEFINED**

The definition of “bodily injury” in Section V – Definitions is replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

## **14. INCIDENTAL MEDICAL MALPRACTICE LIABILITY**

- a. Paragraph 2.a.(1)d. of Section II – Who Is An Insured does not apply to nurses, emergency medical technicians or paramedics employed by you arising out of his or her providing or failing to provide professional health care services, but only if such healthcare services are within the scope of their employment by you or are related to or arise out of the conduct of your business.
- b. This provision does not apply if you are engaged in the business or occupation of providing professional health care services.

## **15. MOBILE EQUIPMENT REDEFINED**

Under Section V – Definitions, Item 12, Paragraph f. (1) (a) (b) (c) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

## **16. PERSONAL INJURY – BROAD FORM**

- a. Paragraph 14. b. of Section V – Definitions is replaced by the following:
  - b. Malicious prosecution or abuse of process;
- b. Definition 14 of Section V – Definitions is amended by the addition of the following:
  - h. Wrongful discrimination or humiliation that results in injury to the feeling or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not the result of acts or omissions of:

- (a) The insured;
- (b) Any executive officer, director, stockholder, partner or member of the insured; or
- (c) Anyone acting at the direction of anyone listed in (a) and (b) above done with the intent or the reasonable expectation that such acts or omissions will result in wrongful discrimination or humiliation to another person; and

(2) Not directly or indirectly related to employment related practices, or the prospective employment or termination of employment or demotion of any person or person(s) by an insured.

c. Paragraphs a. and b. above do not apply if Coverage B. Personal and Advertising Injury Liability is excluded either by the provision of the Commercial General Liability Coverage form or by endorsement.

## **17. LIBERALIZATION**

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

## **18. NO DUPLICATION OF BENEFITS**

No one will be entitled to receive duplicate payments for the same elements of loss under any of the coverages provided by the Commercial General Liability Coverage form, this endorsement, or any other applicable endorsement.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**CG-7248  
(Ed. 12-04)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**EXCLUSION – UNSOLICITED FAXES, TELEPHONE CALLS AND EMAILS**

Paragraph 2., Exclusions of Coverage B PERSONAL AND ADVERTISING INJURY LIABILITY under Section I – COVERAGES is amended by the addition of the following:

This insurance does not apply to:

**o. Unsolicited faxes, telephone calls and emails**

“Personal and advertising injury” arising from unsolicited faxes, telephone calls or emails and other similar acts and practices which are subject to and prohibited by any state or federal law, rule or regulation governing the abuses associated with unsolicited faxes, telephone calls or emails and other similar acts and practices including but not limited to:

- a. the Federal Telephone Consumer Protection Act;
- b. the Federal Telemarketing and Consumer Fraud and Prevention Act;
- c. the Federal Controlling the Assault of Non-Solicited Pornography and Marketing Act (“CAN-SPAM Act”);
- d. federal and state do-not-call laws, rules, registries and regulations;
- e. federal and state securities laws;
- f. any similar state or federal statute or any amendment to any of the above; and
- g. any rule or regulation promulgated by the Federal Communication Commission; Federal Trade Commission; Federal Securities and Exchange Commission or other Federal or State agency pursuant to any of the above laws.

This endorsement modifies insurance provided by the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**CG-7249  
(Ed. 12-04)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**OTHER INSURANCE AMENDMENT**

Any coverage provided by CG 20 10 Additional Insured-Owners, Lessees or Contractors – Scheduled Person or Organization; CG 20 33 Additional Insured – Owners, Lessees or Contractors – Automatic Status When Required in Construction Agreement With You; or CG 20 37 Additional Insured – Owners; Lessees or Contractors – Completed Operations to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent, or on any other basis unless a written contract specifically requires that this insurance be primary and that the additional insured's primary coverage be non-contributory.

Even if the requirements of the above paragraph are met, 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 in CG 00 01 Commercial General Liability Coverage Form.

This endorsement modifies insurance provided by the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**CG-7253  
(Ed. 3-05)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS -  
SCHEDULED PERSON OR ORGANIZATION**

**Schedule**

**Name of person or organization**

**Job Site (Address and Description)**

(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 or organization shown in the Schedule, but only with respect to liability caused, in whole or in part, by the acts or omissions of the "Named Insured", or those acting on behalf of the "Named Insured", in the performance of the "Named Insured's" ongoing operations for the additional insured at the Job Site listed in the above Schedule only as specified under a written contract (for purposes of this endorsement referred to as the "written contract") that requires that such person or organization be added as an insured on your policy. A person's or organization's status as an additional insured under this endorsement ends when your on-going operations for that insured at the listed Job Site are completed.

**B.** The insurance provided to additional insured by this endorsement is limited as follows:

- a. The additional insured is covered only for such damages which are caused, in whole or in part, by the acts or omissions of the "Named Insured", or those acting on behalf of the "Named Insured", to which the additional insured is entitled to be indemnified by the "Named Insured" pursuant to the "written contract" and only for those sums which the 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 and policy conditions. This coverage does not apply for defense or indemnity of the additional insured if state or federal law does not permit indemnification of the additional insured by the "Named Insured" for the claim of the third party.
- b. The limits of insurance are those set forth in the policy and Declarations or those specified in the "written contract", whichever is less.

**C.** With respect to the insurance afforded to the additional insured, the following exclusions are added:

**2. Exclusion**

- a. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" which occurs after the earlier of when:
  - (1) All work by the "Named Insured", including materials, parts or equipment furnished in connection with such work, on the project at the Job Site listed in the above Schedule to be performed for the additional insured where the injury or damage occurred, has been completed;
  - or

- (2) That portion of the "Named Insured's" 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 at the Job Site listed in the above schedule.

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

- b. This insurance does not apply if the "written contract" was not executed by the "Named Insured" prior to the "occurrence" giving rise to the additional insured's potential liability.
- c. This insurance does not apply to the additional insured's liability to indemnify, defend or hold harmless a third party.
- d. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
  - (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; and
  - (2) Supervisory, inspection, architectural, or engineering services.

#### **D. Other Insurance**

1. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent, or on any other basis unless the "written contract" specifically requires that this insurance be primary and that the additional insured's primary coverage be non-contributory.
2. Even if the requirements of paragraph 1 are met, 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.

#### **E. Definitions**

"Named Insured" is defined as the entity to whom the insurance policy is issued as shown on the Declarations.

This endorsement modifies insurance provided by the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**CG-7254  
(Ed. 3-05)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

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

**A. Section II - Who Is An Insured** is amended to include as an insured any person or organization for whom you are performing operations only as specified under a written contract (for purposes of this endorsement referred to as the "written contract") that requires 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 caused, in whole or in part, by the acts or omissions of the "Named Insured", or those acting on behalf of the "Named Insured", in the performance of the "Named Insured's" ongoing operations for the additional insured only as specified under the "written contract". A person's or organization's status as an insured under this endorsement ends when your on-going operations for that insured are completed.

**B.** The insurance provided to additional insured by this endorsement is limited as follows:

- a. The additional insured is covered only for such damages which are caused, in whole or in part, by the acts or omissions of the "Named Insured", or those acting on behalf of the "Named Insured", to which the additional insured is entitled to be indemnified by the "Named Insured" pursuant to the "written contract" and only for those sums that the 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 and policy conditions. This coverage does not apply for defense or indemnity of the additional insured if state or federal law does not permit indemnification of the additional insured by the "Named Insured" for the claim of the third party.
- b. The limits of insurance are those set forth in the policy and Declarations or those specified in the "written contract", whichever is less.

**C.** With respect to the insurance afforded to additional insured, the following exclusions are added:

**2. Exclusions**

- a. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" which occurs after the earlier of when:
  - (1) All work by the "Named Insured", including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for the additional insured at the site of the covered operations where the injury or damage occurred has been completed; or
  - (2) That portion of the "Named Insured's" 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.

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

- b. This insurance does not apply if the "written contract" was not executed by the "Named Insured" prior to the "occurrence" giving rise to the additional insured's potential liability.



- c. This insurance does not apply to the additional insured's liability to indemnify, defend or hold harmless a third party.
- d. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
  - (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; and
  - (2) Supervisory, inspection, architectural, or engineering services.

#### **D. Other Insurance**

- 1. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent, or on any other basis unless the "written contract" specifically requires that this insurance be primary and that the additional insured's primary coverage be non-contributory.
- 2. Even if the requirements of paragraph 1 are met, 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.

#### **E. Definitions**

"Named Insured" is defined as the entity to whom the insurance policy is issued as shown on the Declarations.

This endorsement modifies insurance provided by the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**CG-7255  
(Ed. 3-05)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS -  
COMPLETED OPERATIONS**

**Schedule**

**Name of Person or Organization:**

**Job Site (Address and Description) 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 or organization shown in the Schedule, but only with respect to liability caused, in whole or in part, by acts or omissions of the "Named Insured", or those acting on behalf of the "Named Insured", in the performance of the "Named Insured's" work for the additional insured at the Job Site designated and described in the above Schedule and included in the "products-completed operations hazard" which was performed for that insured only as specified under a written contract (for purposes of this endorsement referred to as the "written contract") that requires that such person or organization be added as an additional insured on your policy .

**B.** The insurance provided to additional insured by this endorsement is limited as follows:

- a. The additional insured is covered only for such damages which are caused, in whole or in part, by the acts or omissions of the "Named Insured", or those acting on behalf of the "Named Insured", to which the additional insured is entitled to be indemnified by the "Named Insured" pursuant to the "written contract" and only for those sums which the 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 and policy conditions. This coverage does not apply for defense or indemnity of the additional insured if state or federal law does not permit indemnification of the additional insured by the "Named Insured" for the claim of the third party.
- b. The limits of insurance are those set forth in the policy and Declarations or those specified in the "written contract", whichever is less.

**C.** With respect to the insurance afforded to the additional insured, the following exclusions are added:

**2. Exclusion**

- a. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
  - (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; and
  - (2) Supervisory, inspection, architectural, or engineering services.

- b. This insurance does not apply if the “written contract” was not executed by the “Named Insured” prior to the “occurrence” giving risk to the additional insured’s potential liability.
- c. This insurance does not apply to the additional insured’s liability to indemnify, defend or hold harmless a third party.

**D. Other Insurance**

- 1. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent, or on any other basis unless the “written contract” specifically requires that this insurance be primary and that the additional insured’s primary coverage be non-contributory.
- 2. Even if the requirements of paragraph 1 are met, 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.

**E. Definitions**

“Named Insured” is defined as the entity to whom the insurance policy is issued as shown on the Declarations.

This endorsement modifies insurance provided by the following

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**CG-7256  
(Ed. 3-05)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS**

If your Commercial General Liability Policy is endorsed with any one of the CG 20 10 07 04, the CG 20 33 07 04 or the CG 20 37 07 04 endorsement (relating to coverage for additional insureds) and your immediately preceding Commercial General Liability Policy was issued by us and was endorsed with any of the CG 20 10 10 01, the CG 20 33 10 01 or the CG 20 37 10 01 endorsement (relating to coverage for additional insureds), the CG 20 10 10 01, the CG 20 33 10 01 or the CG 20 37 10 01 endorsement will continue to apply for the duration of the current policy term of your policy solely with respect to any additional insured which had entered into a written construction contract with the named insured prior to the effective date of the current term of your Commercial General Liability Policy with us (for purposes of this endorsement referred to as “the contract”) that required that the additional insured be added as an additional insured on the named insured’s policy.

This endorsement is only applicable with respect to liability for “bodily injury”, “property damage” and “personal and advertising injury” arising out of continuing operations which you are performing for that additional insured pursuant to “the contract” and, in the case of the CG 20 37 10 01 endorsement, with respect to liability for “bodily injury”, “property damage” and “personal and advertising injury” arising out of “your work” at the location designated and described in the schedule of that endorsement performed for that additional insured pursuant to “the contract” and included in the “products-completed operations hazard”.

This endorsement modifies insurance provided by the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**CG-7257  
(Ed. 3-05)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**AMENDMENT OF INSURED CONTRACT DEFINITION**

If your Commercial General Liability Policy is endorsed with the CG 24 26 07 04 (amending the definition of an "insured contract") and your immediately preceding Commercial General Liability Policy was issued by us and was not endorsed with the CG 24 26 07 04, then the amended definition of "insured contract" provided by the CG 24 26 07 04 endorsement will not apply for the duration of the current policy term of your policy solely with respect to any written construction contract which you had entered into prior to the effective date of the current term of your Commercial General Liability Policy with us (for purposes of this endorsement referred to as "the contract") which would otherwise qualify as an "insured contract" absent the application of the CG 24 26 07 04 endorsement.

This endorsement modifies insurance provided by the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**CG-7258  
(Ed. 3-05)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**EXCLUSION – PRODUCTS-COMPLETED OPERATIONS HAZARD**

This insurance does not apply to “bodily injury” or “property damage” included within the “products-completed operations hazard”. This exclusion applies to all “bodily injury” and all “property damage” occurring away from premises you own or rent which would not have occurred but for “your product” or “your work” regardless of any other causes, acts, omissions or events contributing concurrently or in any sequence to the “bodily injury” or “property damage” even if any other contributing cause, act, omission or event would not be included within the “products-completed operations hazard” and regardless of whether “your product” was manufactured, in whole or in part, by you or another on your behalf or sold, handled, distributed or disposed of by you or by another on your behalf or whether “your work” was performed in whole or in part by you or another on your behalf.

This endorsement modifies insurance provided by the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**CG-7259  
(Ed. 3-05)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – RESIDENTIAL MULTI-UNIT CONSTRUCTION DEFECT**

Paragraph 2. Exclusions of Coverage A – Bodily Injury and Property Damage Liability under Section I – COVERAGES is amended by the addition of the following:

This insurance does not apply to “property damage” to all or any part of a “multi-unit residential structure” arising out of the “defective construction”, whether for ongoing operations or operations included within the “products-completed operations hazard”, of all or any part of that “multi-unit residential structure”. This exclusion applies regardless of whether:

- a. repeated or continued exposure to conditions which were a cause of the “property damage” occur during the period of this policy and cause additional, progressive, or further “property damage”.
- b. the “defective construction” was caused in whole or in part by you, any of your subcontractors, or any other person or organization.
- c. you have assumed liability for the “property damage” by contract, whether or not such contract is an “insured contract”.

As used in this endorsement:

“Defective construction” means any actual or alleged deficiency in construction for any and all aspects of the erection of structures, including but not limited to design, specifications, planning, building, materials, supervision or observation of construction. It includes new construction, conversion, reconstruction, rehabilitation, renovation, remodeling, repair, maintenance or demolition.

“Multi-unit residential structure” means any structure intended for human occupancy that contains more than two residential units including but not limited to multi-family housing, apartments, condominiums, townhouses or planned unit developments and also includes their common areas and/or appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures).

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CG-7260  
(Ed. 4-05)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS**

If your Commercial General Liability Policy is endorsed with any one of the CG 7206 Ed. 4/05, the CG 7207 Ed. 4/05, or the CG 7250 Ed. 4/05 endorsement (relating to coverage for additional insureds) and your immediately preceding Commercial General Liability Policy was issued by us and was endorsed with any of the CG 7206 Ed. 9/01, the CG 7207 Ed. 9/01, or the CG 7250 Ed. 1/05 endorsement (relating to coverage for additional insureds), the CG 7206 Ed. 9/01, the CG 7207 Ed. 9/01, or the CG 7250 Ed. 1/05 endorsement will continue to apply for the duration of the current policy term of your policy solely with respect to any additional insured which had entered into a written construction contract with the named insured prior to the effective date of the current term of your Commercial General Liability Policy with us (for purposes of this endorsement referred to as “the contract”) that required that the additional insured be added as an additional insured on the named insured’s policy.

With respect to the CG 7206 Ed. 9/01 and the CG 7207 Ed. 9/01, this endorsement is only applicable with respect to liability for “bodily injury”, “property damage” and “personal and advertising injury”

- a. arising out of continuing operations; or
- b. solely to the extent required by “the contract”, arising out of “your work” and included in the “products-completed operations hazard”

which you are performing or have performed for that additional insured pursuant to “the contract”.

With respect to the CG 7250 Ed. 1/05, this endorsement is only applicable with respect to liability for “bodily injury” and “property damage” arising out of “your work” performed for that additional insured pursuant to “the contract” and included in the “products-completed operations hazard”.



This endorsement modifies insurance provided by the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY POLICY  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY POLICY**

**CG-7261  
(Ed. 8-05)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**EXCLUSION – METHYL TERTIARY BUTYL ETHER (MTBE)**

Paragraph 2. Exclusions of Coverage A – Bodily Injury and Property Damage Liability and Paragraph 2 Exclusions of Coverage B – Personal and Advertising Injury Liability under Section I – COVERAGES are amended by the addition of the following:

This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of “methyl tertiary butyl ether”.

We shall have no obligation under this insurance:

- 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 “methyl tertiary butyl ether 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 such 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, naturalization, monitoring, removal, disposal or any obligation to investigate or assess the presence or effects of “methyl tertiary butyl ether”.

As used in this exclusion:

“Methyl tertiary butyl ether hazard” means:

- (a) an actual exposure or threat of exposure to the harmful properties of “methyl tertiary butyl ether”; or
- (b) the presence of “methyl tertiary butyl ether” in any place, whether or not within a building or structure, including but not limited to its presence in surface or ground water, soil or air; or
- (c) any disease or illness associated or attributed to the harmful effects of “methyl tertiary butyl ether”.

“Methyl tertiary butyl ether” means the chemical compound that is manufactured by the chemical reaction of methanol and isobutylene.

This endorsement modifies insurance provided by the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

**CG-7262  
(Ed. 8-05)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**EXCLUSION – TOBACCO HEALTH HAZARDS**

Paragraph 2. Exclusions of Coverage A – Bodily Injury and Property Damage Liability and Paragraph 2. Exclusions of Coverage B – Personal and Advertising Injury Liability under Section I – COVERAGES are amended by the addition of the following:

A. This insurance does not apply to any liability or damage arising out of:

1. “Health hazards” from use of “tobacco products”;
2. “Health hazards” caused or contributed to by second hand smoke from “tobacco products”;
3. The furnishing of “tobacco products” to any person; or
4. Any statute, ordinance, or regulation relating to the sale, gift, distribution, or use of “tobacco products”.

This exclusion applies to all “bodily injury”, “property damage”, or “personal and advertising injury” that would not have occurred but for the use, handling, gift, distribution or sale of any “tobacco product” regardless of:

- a. any other causes, acts, omissions or events contributing concurrently or in any sequence to the “bodily injury”, “property damage” or “personal and advertising injury” even if any other contributing cause, act, omission or event would not, standing alone, be included within items 1 through 4 above;
- b. whether the “tobacco product” was manufactured (in whole or in part), sold, handled or distributed by you, others on your behalf or any other person or entity;
- c. whether you have assumed liability for the “bodily injury”, “property damage”, or “personal and advertising injury” by contract, whether or not such contract is an “insured contract”; or
- d. how the claim is characterized.

B. The following definitions are added to SECTION V – DEFINITIONS:

“Health hazards” include, but are not limited to, the actual or alleged emergence, contraction, aggravation or exacerbation or fear of the emergence, contraction, aggravation or exacerbation of any form of cancer, cancerous or precancerous condition, arteriosclerosis, heart disease, emphysema, lung disease or other injury, disease, malady or impairment of the health of the human body arising out of, in whole or in part, the:

- a. ingestion, consumption, inhalation or use of; or
- b. exposure to the ingestion, consumption, inhalation or use of  
any “tobacco product”.

“Tobacco product” includes, but is not limited to, tobacco (including raw and cured tobacco), cigars and cigar wrappers, pipes and pipe tobacco, cigarettes and cigarette paper, cigarette filters, snuff, chewing tobacco, smokeless tobacco products, tobacco substitutes, smoking cessation products, nicotine replacement or supplement products, gaseous or solid residues or byproducts of tobacco use or consumption, smoke from any of the above, or any chemical, mineral or other product sprayed on, applied to or found within or used in conjunction with, any of the above.

This endorsement modifies insurance provided by the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**CG-7263  
(Ed. 8-05)**

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**

**A. Section II - Who Is An Insured** is amended to include as an insured any person or organization for whom you are performing operations only as specified under a written contract (for purposes of this endorsement referred to as the “written contract”) that requires 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 caused, in whole or in part, by the acts or omissions of the “Named Insured”, or those acting on behalf of the “Named Insured”, in the performance of the “Named Insured’s” work for the additional insured and included in the “products-completed operations hazard” which was performed for that insured only as specified under the “written contract”.

**B.** The insurance provided to additional insured by this endorsement is limited as follows:

- a. The additional insured is covered only for such damages which are caused, in whole or in part, by the acts or omissions of the “Named Insured”, or those acting on behalf of the “Named Insured”, to which the additional insured is entitled to be indemnified by the “Named Insured” pursuant to the “written contract” and only for those sums that the 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 and policy conditions. This coverage does not apply for defense or indemnity of the additional insured if state or federal law does not permit indemnification of the additional insured by the “Named Insured” for the claim of the third party.
- b. The limits of insurance are those set forth in the policy and Declarations or those specified in the “written contract”, whichever is less.

**C.** With respect to the insurance afforded to additional insured, the following exclusions are added:

**2. Exclusions**

- a. The insurance provided to the additional insured does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of an architect’s, engineer’s, or surveyor’s rendering of or failure to render any professional services including:
  - (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; and
  - (2) Supervisory, inspection, architectural, or engineering services.
- b. This insurance does not apply if the “written contract” was not executed by the “Named Insured” prior to the “occurrence” giving rise to the additional insured’s potential liability.
- c. This insurance does not apply to the additional insured’s liability to indemnify, defend or hold harmless a third party.

**D. Other Insurance**

1. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent, or on any other basis unless the “written contract” specifically requires that this insurance be primary and that the additional insured’s primary coverage be non-contributory.

2. Even if the requirements of paragraph 1 are met, 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.

**E. Definitions**

“Named Insured” is defined as the entity to whom the insurance policy is issued as shown on the Declarations.

This endorsement modifies insurance provided by the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**CG-7264  
(Ed. 8-05)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRINTERS ERRORS AND OMISSIONS LIABILITY**

**SCHEDULE**

Limits of Liability:	\$ _____	Each Loss
	\$ _____	Aggregate
Deductible	\$ 500.00	Each Loss

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

**A. The following is added to SECTION I – Coverages:**

**COVERAGE – PRINTERS ERRORS AND OMISSIONS LIABILITY**

**Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as “damages” because of any claim made against an insured which is based upon any error, omission, or negligent act committed by an insured during the policy period and within the “coverage territory” in the course of providing “printing services”.
- 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 claim and settle any claim or “suit” that may result. But:
  - (1) The amount we will pay for “damages” 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 in payment of judgments or settlement.

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

**B. Solely for purposes of the coverage provided by this endorsement, the following exclusions are added to Section I:**

This insurance does not apply to any claim:

- a. Resulting or arising out of any dishonest, fraudulent, criminal or malicious act or intentional error or omission by an insured, or any person for whom the insured is legally responsible, acting alone or in collusion with others.
- b. Resulting or arising out of any negligent act, error or omission that occurred prior to the later of the beginning of the policy period or the issuance of this endorsement.
- c. Based upon liability of others assumed by any insured under any contract or agreement except for any liability that the insured would have had in the absence of such contract or agreement.
- d. Resulting or arising out of any infringement of copyright, patent, trademark, trade secret or other intellectual property rights.
- e. For reimbursement of costs of shipping, reprinting or printing materials caused by a physical defect or error in printing or in the cost of additional services performed or materials used to correct deficiencies or errors in the original “printing services” performed for others.

- f. Resulting or arising out of insolvency or bankruptcy of the insured.
- g. Resulting or arising out of any “publishing function” of the insured.
- h. Resulting or arising out of any cost guarantees.
- i. Resulting or arising out of estimates of probable costs or cost estimates being exceeded.
- j. Resulting or arising out of any default by or on behalf of the insured with respect to the performance of any contract or agreement. However, this does not apply if such default is the result of errors, omissions, or negligent acts committed in the course of providing “printing services”.
- k. Seeking non-pecuniary relief.
- l. Resulting or arising out of “bodily injury”, “property damage” or “personal and advertising injury”.
- m. For civil penalties, fines or assessments, punitive damages, multiplied damages, or exemplary damages.
- n. Resulting or arising out of an insured’s willful violation of any federal, state, or local statute, regulation, rule, ordinance or code.
- o. Resulting or arising out of the printing of entry forms, tickets, or similar items for lotteries or other games of chance.

**C. Solely for the purposes of the coverage provided by this endorsement:**

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

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

**SECTION III – LIMITS OF INSURANCE**

- 1. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or “suits” brought;
  - c. Persons or organizations making claims or bringing “suits”; or
  - d. Errors, omissions, or negligent acts.
- 2. The Aggregate Limit is the most we will pay for all “damages” because of errors, omissions, or negligent acts committed by an insured during the policy period in the course of providing or arising out of “printing services”.
- 3. Subject to the Aggregate Limit, the Each Loss limit is the most we will pay for all “damages” sustained because of any one error, omission, or negligent act.
- 4. For the purpose of determining the limits for the insurance and applicable deductible provided by this endorsement, any error, omission, or negligent act together with all related errors, omissions or negligent acts in the providing of “printing services” will be considered one error, omission, or negligent act. Any loss based upon a series of related errors, omissions and negligent acts by an insured in the course of providing or arising out of “printing services” will be deemed to have arisen when the first error, omission or negligent act of that series occurred.
- 5. 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 Loss. The limits of insurance shall not be reduced by the amount of this deductible.
  - b. The deductible amount stated in the Schedule applies to all “damages” sustained by any one error, omission, or negligent act.
  - c. The terms of this insurance, including those with respect to:
    - (1) Our right and duty to defend any “suits” seeking those damages; and
    - (2) Your duties, and the duties of any other involved insured, in the event of any error, omission or negligent act
 apply irrespective of the application of the deductible amount.

- d. 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.

The Limits of Insurance of this Coverage Part 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 Limits of Insurance.

**E. Solely for the purposes of the coverage provided by this endorsement, Section IV – Commercial General Liability CONDITIONS is amended by the following:**

**SECTION IV – CONDITIONS**

The following Conditions are amended:

**2. Duties in The Event of Occurrence, Offense, Claim, Suit or Loss**

- a. You must see to it that we are notified as soon as practicable of an “occurrence”, or loss which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the “occurrence”, or loss took place;
  - (2) The names and addresses of any persons seeking “damages” and witnesses; and
  - (3) The nature and location of any “damage” arising out of the “occurrence”, or loss.
- 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”; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of the “damages” to which this insurance may also apply.
- d. No insured will, except at that insured’s own cost, voluntarily make a payment, assume any obligation, or incur any expense.

**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. 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 b. below.

**b. 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 for all insurers.

**F. Solely for the purposes of the coverage provided by this endorsement, Section V – DEFINITIONS is amended by the following:**

**SECTION V - DEFINITIONS**

The following definitions are added:

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

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

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



This endorsement modifies insurance provided by the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**CG-7273  
(Ed. 12-06)**

**VOLUNTARY PROPERTY DAMAGE ENDORSEMENT**

**SCHEDULE**

Limits of Insurance "Occurrence" Limit _____ Annual Aggregate _____
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(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

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

**A. INSURING AGREEMENT**

Under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** of the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**, we will pay, at your request, for “property damage” to the property of others provided:

1. Such “property damage” occurs while such property is in your care, custody or control, or property of others over which you are, for any purpose, exercising physical control; and
2. Such “property damage” arises out of “your work” away from premises owned by, rented to, or occupied by you; and
3. The property damage liability coverage of the policy, to which this endorsement is attached, would extend to “your work” causing such “property damage”.

**B. ADDITIONAL CONDITIONS**

The insurance afforded by Paragraph **A. INSURING AGREEMENT** of this endorsement is subject to the following additional terms and conditions:

1. Subject to the Annual Aggregate set forth in the Schedule of this endorsement, the most we will pay for Voluntary Property Damage because of “property damage”, to which the coverage provided by this endorsement applies, arising out of any one “occurrence” is the “Occurrence” Limit set forth in the Schedule of this endorsement regardless of the number of:
  - a. insureds;
  - b. claims made or “suits” brought; or
  - c. persons or organizations making claims or bringing “suits”.The “Occurrence” Limit shown in the Schedule of this endorsement is included within and not in addition to the Each Occurrence Limit applicable to **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY of the COMMERCIAL GENERAL LIABILITY COVERAGE PART**.
2. The Annual Aggregate set forth above in the Schedule of this endorsement is the most we will pay for all “property damage” to which the Voluntary Property Damage Coverage provided by this endorsement applies.

3. The Annual Aggregate applies 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 Annual Aggregate set forth in the Schedule of this endorsement unless applicable state law requires us to provide unimpaired aggregate limits of insurance for such period of extension. In that event, the aggregate limit for such period of extension will be equal to the Annual Aggregate set forth in the Schedule of this endorsement.
4. Any and all damages paid under the terms and conditions of this endorsement will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Part in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.
5. Our obligation under this endorsement to pay damages on your behalf applies only to the amount of damages in excess of \$500. The deductible amount applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".
  - a. 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 in the event of any "occurrence", claim or "suit";apply irrespective of the application of the deductible amount.
  - b. 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 has been paid by us.
6. Settlement – In the event of loss covered by this endorsement, you shall, if requested by us, replace the property or furnish the labor and materials necessary for the repairs thereto at actual cost to you, excluding prospective profit or overhead charges of any nature. Any property so paid for or replaced shall, at our option, become our property. Payment hereunder shall not constitute an admission of your liability or, except as stated herein, of ours.
7. The insurance provided by this endorsement is excess over any valid and collectible property insurance (except the deductible portion thereof) available to the insured, such as, but not limited to, Building coverage, Personal Property coverage, Builders' Risk coverage, Installation Risk coverage, or similar coverage. The Other Insurance Condition of your policy is amended accordingly.

## C. EXCLUSIONS

Solely for the purposes of the insurance afforded by this endorsement, Paragraph 2. **EXCLUSIONS of SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended as follows:

1. Subparagraphs (3), (4) and (5) of Exclusion j. Damage to Property do not apply to the extent that coverage is provided by Paragraph A. **INSURING AGREEMENT** of this endorsement.

**2. The following exclusions are added:**

The insurance provided by this endorsement does not apply to “property damage”:

- a.** To personal property held by you for servicing, repair, storage or sale at premises owned by, rented to or occupied by you.
- b.** To any property if the work out of which the damage arises was performed on your behalf by a subcontractor.
- c.** To property owned by, or rented by, an insured or any “employee” of the insured.
- d.** To property that is money and securities.
- e.** Included within the “explosion hazard”, the “collapse hazard”, or the “underground property damage hazard”, unless such coverage is provided by the policy to which this endorsement is attached.

All other Exclusions, Terms and Conditions of the Policy to which this endorsement is attached continue to apply.

**D. DEFINITIONS**

The following additional definitions apply:

“Explosion hazard” includes property damage arising out of blasting or explosion. The “explosion hazard” does not include “property damage” arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.

“Collapse hazard” includes “structural property damage” and any resulting “property damage” to any other property at any time.

“Structural property damage” means the collapse of or structural injury to any building or structure due to:  
**(a)** grading of land, excavating, burrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work; or  
**(b)** moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support of that building or structure.

“Underground property damage hazard” includes “underground property damage” and any resulting “property damage” to any other property at any time.

“Underground property damage” means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus used with them beneath the surface of the ground or water, caused by or occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, back-filling or pile driving.

# COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy Number:

See Supplemental Schedule

**LIMITS OF INSURANCE**

\$ Each Occurrence Limit  
 \$ Damage to Premises Rented to You Limit  
 \$ Medical Expense Limit (Any One Person)  
 \$ Personal and Advertising Injury Limit (Any One Person or Organization)  
 \$ General Aggregate Limit (Other than Products-Completed Operations)  
 \$ Products/Completed Operations Aggregate Limit

**FORM OF BUSINESS:**

Business Description:

Location of All Premises You Own, Rent or Occupy: **SEE SCHEDULE GU-7005**

**AUDIT PERIOD, ANNUAL, UNLESS OTHERWISE STATED:**

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp. Ops	Prem./ Ops.	Prod./ Comp. Ops.
SEE SCHEDULE CG-7275						
<b>TOTAL PREMIUM FOR THIS COVERAGE PART:</b>					\$	\$

**FORM (S) AND ENDORSEMENT (S) APPLICABLE TO THIS COVERAGE PART:  
 SEE SCHEDULES GU-7004 and GU-7009**

\_\_\_\_\_  
 Countersignature Date

\_\_\_\_\_  
 Authorized Representative

# COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL SCHEDULE

Policy Number:

Classifications	Code No.	Premium Basis	Rates		Advance Premiums	
			Prem./ Ops.	Prod./ Comp. Ops.	Prem./ Ops.	Prod./ Comp. Ops.



**COMMERCIAL LINES COMMON POLICY DECLARATIONS**

Policy Number:

Named Insured and Mailing Address:

Agent:

Agency Code:  
Phone Number:

Policy Period: From: To: at 12:01 A.M. Standard Time at your mailing address shown above.

Business Description: Form of Business:

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY. IF YOU REQUEST CANCELLATION OF THIS POLICY, THE COMPANY WILL RETAIN A MINIMUM PREMIUM OF \$ .

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	
Commercial General Liability Coverage Part	
Crime and Fidelity Policy Coverage Part	
Commercial Inland Marine Coverage Part	
Commercial Auto Coverage Part	
Commercial Liability Umbrella Policy	
	Sub-Total
Fees and Surcharge - See Schedule GU-7015 (If Applicable)	
	Total

**FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY:  
SEE SCHEDULES GU-7004 and GU-7009**

# POLICY CHANGES

Policy Number:

Named Insured:

Agency/Producer Code:

Policy Period: From: \_\_\_\_\_ To: \_\_\_\_\_

CHANGE EFFECTIVE \_\_\_\_\_ CHANGE # \_\_\_\_\_

---

DESCRIPTION

Original Premium \$ \_\_\_\_\_ New Premium \$ \_\_\_\_\_ Total Add'l/Return Premium \$ \_\_\_\_\_

Company name goes here

## **ADDITIONAL INSURED SCHEDULE**

Policy Number:

Policy Period: From:

To:



Company name goes here

## **ADDITIONAL INTEREST SCHEDULE**

Policy Number:

Policy Period: From:

To:

Company name goes here

## FORM SCHEDULE

Policy Number:

Policy Period: From:

To:

Form	Edition	Description
------	---------	-------------

Company name goes here

## LOCATION SCHEDULE

Policy Number:

Policy Period: From:

To:

Premis.	Bldg.	
No.	No.	Address

---

Company name goes here

## **NAMED INSURED SCHEDULE**

Policy Number:

Policy Period: From:

To:



Company name goes here

## **DECLARATIONS PAGE EXTENSION**

### **IMPORTANT INFORMATION**

Policy Number:

Policy Period: From:

To:

Company Name goes here

## **FEES AND SURCHARGE SCHEDULE**

Policy Number:

Policy Period: From:

To:

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS BUSINESS OWNERS POLICY  
COMMERCIAL BLANKET EXCESS LIABILITY POLICY  
COMMERCIAL UMBRELLA LIABILITY POLICY**

**IL-7115  
(Ed. 6-00)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION--EXTERIOR INSULATION AND FINISH SYSTEMS (EIFS)**

This insurance does not apply to "bodily injury" or "property damage" included in the "products - completed operations hazard" and 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.



Policy Number:

Policy Period: From: To:

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

All other terms and conditions of this Policy remain unchanged.

Policy Number:

Policy Period: From: To:

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

All other terms and conditions of this Policy remain unchanged.

**OWNERS AND CONTRACTORS PROTECTIVE LIABILITY POLICY**  
**Coverage For Operations of Designated Contractor**

DECLARATIONS

**Named Insured and Mailing Address**

Policy Period: From: \_\_\_\_\_ To: \_\_\_\_\_ 12:01 A.M. Standard Time

Form of Business:  Individual;  Partnership;  Corporation;  Joint Venture;  Other: \_\_\_\_\_

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

**LIMITS OF INSURANCE**  
EACH OCCURRENCE LIMIT \$ \_\_\_\_\_  
AGGREGATE LIMIT \$ \_\_\_\_\_

**LOCATION OF COVERED OPERATIONS**

**NAME AND MAILING ADDRESS OF DESIGNATED CONTRACTOR**

Classification	Code No.

Total Advance Premium \$ \_\_\_\_\_

Forms and Endorsements made a part of this Policy at time of issue:  
**SEE SCHEDULE GU-7004**

The following material contains important **information** about your policy. **Please read it carefully.**  
**SEE SCHEDULE GU-7009**

Countersigned by: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_ Date

DECLARATIONS

**RAILROAD PROTECTIVE LIABILITY POLICY**

<b>Named Insured and Mailing Address</b>	
Policy Period: From: _____ To: _____ 12:01 A.M. Standard Time	
Form of Business: <input type="checkbox"/> Individual; <input type="checkbox"/> Partnership; <input type="checkbox"/> Corporation; <input type="checkbox"/> Joint Venture; <input type="checkbox"/> Other: _____	
<b>IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.</b>	
<b>LIMITS OF INSURANCE</b>	
EACH OCCURRENCE LIMIT	\$ _____
AGGREGATE LIMIT	\$ _____
<b>DESCRIPTION OF OPERATIONS</b>	
<b>JOB LOCATION</b>	
<b>NAME AND MAILING ADDRESS OF DESIGNATED CONTRACTOR</b>	
<b>NAME AND ADDRESS OF INVOLVED GOVERNMENTAL AUTHORITY OR OTHER CONTRACTING PARTY</b>	
Classification	Code No.
Total Advance Premium \$ _____	
Forms and Endorsements made a part of this Policy at time of issue: <b>SEE SCHEDULE GU-7004</b>	
The following material contains <b>important</b> information about your policy. <b>Please read it carefully.</b> <b>SEE SCHEDULE GU-7009</b>	

Countersigned by: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_ Date

# Harleysville Mutual Insurance Company



This policy jacket with the policy provisions, declarations or information page, and endorsements, if any, completes this policy.

We will provide insurance described in this policy in return for the premium and compliance with all applicable policy provisions.

### **Mutual Conditions**

This policy is non-assessable. Upon acceptance of this policy, the insured becomes a member of the Company but such membership shall terminate if and when the policy of insurance shall be terminated, without renewal, for any reason whatsoever. The insured shall participate in the distribution of dividends to the extent and upon the conditions fixed and determined by the Board of Directors in accordance with the provision of law.

### **Annual Meeting**

As a member of the Company the insured is entitled to vote either in person or by proxy at any and all meetings of the said Company. The Annual Meeting is held in the Company's home office, Harleysville, Pennsylvania on the fourth Wednesday of April in each year at 11:00 o'clock a.m. The inclusion of this notice in this policy shall constitute notice of the time and place of the Annual Meeting.

In Witness Whereof, the Company has caused this policy to be executed and attested.



*Michael L. Browne*  
President & Chief Executive Officer



*Robert A. Kauffman*  
Secretary

**Harleysville  
Insurance  
Company**  
A Stock Company



This policy jacket with the policy provisions, declarations or information page, and endorsements, if any, completes this policy.

We will provide the insurance described in this policy in return for the premium and compliance with all applicable policy provisions

In Witness Whereof, the Company has caused this policy to be executed and attested.



Michael L. Browne  
President & Chief Executive Officer



Robert A. Kauffman  
Secretary



**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**CG-7299  
(Ed. 9-08)**

**CHURCH LIABILITY ENHANCEMENT ENDORSEMENT**

**A. CEMETERY PROFESSIONAL LIABILITY**

**1. Insuring Agreement**

The following is added to Coverage **A. Bodily Injury and Property Damage Liability** and Coverage **B. Personal and Advertising Injury Liability**:

We will pay those sums that an insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" and "personal and advertising injury" arising out of the rendering or failure to render professional services as a cemeterian provided the act, error or omission giving rise to such "bodily injury", "property damage" or "personal and advertising injury" takes place during the policy period. Solely for the coverage provided by this Cemetery Professional Liability Coverage, the "bodily injury" and "property damage" does not need to take place during the policy period. The offense giving rise to "personal and advertising injury" must take place during the policy period.

**2. Exclusions**

All Coverage **A** and **B Exclusions** apply to the Coverage provided by this Cemetery Professional Liability Coverage, except as amended below:

- a. Coverage **A. Exclusion j. Damage to Property**, subparagraphs **(3)** and **(4)** do not apply to "property damage" to or the injury or destruction of:
  - (1) deceased human bodies, cremated remains or body parts;
  - (2) any casket, urn or other container for a dead body or its cremated remains; or
  - (3) the clothing or personal effects of a deceased person while in the care, custody and control of an insured in connection with your business as a cemeterian. This insurance does not apply, however, to any casket, urn, other similar container, or any other item held by you for the purpose of sale or advertising display.
- b. Coverage **A. Exclusion g. Aircraft, Auto or Watercraft** does not apply to the injury or destruction of:
  - (1) deceased human bodies, cremated remains or body parts;
  - (2) any casket, urn, or other container for a dead body, or its cremated remains; or
  - (3) the clothing or personal effects of a deceased person arising out of the use of a vehicle while any of the foregoing are in your care, custody and control in connection with your business as a cemeterian. This insurance does not apply, however, to any casket, urn, other similar container, or any other item held by you for the purpose of sale or advertising display.
- c. The following **Exclusions** are added with respect to this Cemetery Professional Liability Coverage and this Coverage does not apply to:
  - (1) acts or omissions caused by willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured.
  - (2) Punitive damages, multiplied damages, exemplary damages and civil penalties, fines and assessments.
- d. The following exclusion is added to paragraph **2. Exclusions** of both Coverage **A** and Coverage **B**:

This insurance does not apply to:

"bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error or omission involving the rendering or failure to render professional services as a cemeterian except to the extent that coverage is afforded by Section A. Cemetery Professional Liability above.

**3. Limits of Insurance**

This Cemetery Professional Liability Coverage does not provide for separate limits of insurance and the coverage provided herein does not increase the Each Occurrence Limit, the Personal and Advertising Injury Limit, the Products-Completed Operations Aggregate Limit or the General Aggregate Limit as provided in Section III, Limits of Insurance of your policy.

For purposes of determining the limits of insurance, one "occurrence" includes any act, error or omission together with all related acts, errors and omissions in the providing of professional services as a cemeterian. Any loss based upon a series of related errors, omissions and negligent acts in the course of providing or arising out of professional services as a cemeterian will be deemed to have occurred when the first error, omission or negligent act of that series occurred.

#### 4. Definitions

- a. Solely for the purpose of this Cemetery Professional Liability Coverage, the definition of the term “bodily injury” is amended as follows:  
“Bodily injury” means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.
- b. When used in this endorsement only, “property damage” also includes injury or destruction of deceased human bodies or their remains.

#### 5. Other Insurance

The insurance provided by this Cemetery Professional Liability Coverage is excess over any valid and collectible property insurance (except the deductible portion thereof) available to the insured. For purposes of this Coverage only, the Other Insurance Condition of this policy is amended accordingly.

### B. COVERAGE C – MEDICAL PAYMENTS

The following is added to Coverage **C. Medical Payments**, Paragraph 1.a.

If “bodily injury” is caused by an accident

- (1) On premises, you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations, we will pay medical expenses as described below for such “bodily injury”:
- (4) To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests, provided that:
  - (a) The accident takes place in the “covered territory” and during the policy period;
  - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
  - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

The following exclusion is deleted from Coverage **C. Medical Payments**, Paragraph 2. **Exclusions:**

#### e. Athletics Activities

### Paragraph 7 of SECTION III – LIMITS OF INSURANCE is amended as follows:

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of “bodily injury” sustained by any one person. However, the most we will pay for medical expenses under Coverage **C** for a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests is \$500.

### C. PASTORAL COUNSELING PROFESSIONAL LIABILITY

The following is added to **SECTION I – COVERAGES:**

#### PASTORAL COUNSELING PROFESSIONAL LIABILITY

##### 1. Insuring Agreement

We will pay those sums that you or your “pastor(s)” become legally obligated to pay as damages arising out of any act, error or omission because of “counseling activities” by a “pastor” provided that such act, error or omission occurred during the policy period. Coverage provided by this endorsement applies only for acts, errors or omissions of your “pastor” while acting within the scope of their duties as such. 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 “occurrence” and settle any claim or “suit” that may result. But our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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

##### 2. Supplemental Payments

Solely for the purposes of this Pastoral Counseling Professional Liability Coverage, **SUPPLEMENTARY PAYMENTS – COVERAGE A and B** is amended as follows:

- a. All references to Supplementary Payments – Coverages A and B, are replaced by Supplementary Payments – Coverages A, B and Pastoral Counseling Professional Liability Coverage.
- b. Paragraphs 1.b. and 2. of the Supplementary Payments provisions do not apply.

### 3. Exclusions

This insurance does not apply to liability resulting from:

- a. furnishing medical, radiological, surgical, dental or nursing treatments, including shock therapy, and the prescription, utilization, furnishing or dispensing of drugs or medical, radiological, surgical, dental or nursing supplies or appliances.
- b. the ownership, maintenance, operation, use, loading or unloading of any motor vehicle, trailer, semi-trailer, watercraft or aircraft.
- c. acts, errors or omissions of the insured as a member of a formal association or similar professional board or committee of any hospital or professional society.
- d. any actual or alleged conduct of a sexual nature.
- e. any dishonest, fraudulent, criminal or malicious act or omission, libel, slander, or intentional error or omission committed by an insured acting alone or in collusion with others.
- f. acts, errors, or omissions of the insured as proprietor, superintendent or executive officer of any hospital, sanatorium, medical clinic with or without bed and board facilities, or laboratory, or to acts or omissions arising out of any other trade, business, employment or profession.
- g. any civil penalties, fines or assessments or punitive or exemplary damages.
- h. "bodily injury", "property damage" or "personal and advertising injury".
- i. any claim seeking non-pecuniary relief.
- j. any willful violation of any federal, state or local statute, regulation, rule, ordinance or code.
- k. any employment related practice, act or omission.
- l. any damage that was either expected or intended from the standpoint of the insured.
- m. the assumption by any insured of the liability of another by contract or agreement whether or not such contract or agreement is an "insured contract". This exclusion does not apply to liability for damages that the insured would have in the absence of such contract or agreement.

4. Solely for the purposes of this Pastoral Counseling Liability Coverage, paragraphs 2. and 5. of **SECTION III – LIMITS OF INSURANCE** is amended as follows:

#### **LIMITS OF INSURANCE**

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage **C**;
- b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
- c. Damages under Coverage **B**; and
- d. Damages under Pastoral Counseling Professional Liability Coverage; and;
- e. Damages or expenses with respect to all other Coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage **A**; and
- b. Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence"; and
- c. Damages under Pastoral Professional Liability Coverage arising out of any one "occurrence".

For purposes of determining the limits of insurance under Pastoral Counseling Professional Liability Coverage, one "occurrence" includes any act, error or omission together with all related acts, errors and/or omissions in the providing of professional services as a "pastor". Any loss based upon a series of related errors, omissions and negligent acts in the course of providing or arising out of professional services as a "pastor" will be deemed to have occurred when the first error, omission or negligent act of that series occurred.

5. Solely for the purposes of this Pastoral Counseling Professional Liability Coverage, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the following:

#### **Section IV Conditions**

2. Duties in The Event of Occurrence, Offense, Claim, Suit or Loss

- a. You must see to it that we are notified as soon as practicable of an "occurrence", claim, offense or loss which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence", offense, or loss took place;
  - (2) The names and addresses of any persons seeking damages and witnesses; and
  - (3) The nature and location of any damage arising out of the "occurrence", offense, or loss.
- b. If a claim is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of a 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"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of the damages to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

## 6. Other Insurance

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

### a. Primary Insurance

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 b. below.

### b. 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 for all insurers.

## 7. Definitions

The following definitions are added to **SECTION V – DEFINITIONS**:

"Pastor(s)" means any ordained minister, priest, rabbi or nun.

"Counseling activities" means the furnishing of advice or guidance by a "pastor(s)" to another person through consultations or communications not involving publishing or broadcasting.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**CG-7300  
(Ed. 9-08)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ABUSE AND MOLESTATION LIABILITY**

**Schedule**

Limits of Insurance	
\$ _____	Any One Occurrence
\$ _____	Annual Aggregate

**I. COVERAGE**

The following is added to Paragraph 1. **Insuring Agreement** of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **SECTION I – COVERAGES**:

Subject to **III. Limits of Insurance** below, we will also pay under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** those sums that the insured becomes legally obligated to pay as damages because of “bodily injury” arising out of or resulting from abusive or molesting verbal or non-verbal communication , behavior or conduct to which this insurance applies.

All other provisions of the **Insuring Agreement** of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** apply to this endorsement.

**II. EXCLUSIONS**

Solely for purposes of the coverage provided by this endorsement, the following exclusions are added to Paragraph 2. **Exclusions** of **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **SECTION I – COVERAGES**:

This insurance does not apply to:

- a. “bodily injury” arising out of or resulting from abusive or molesting verbal or non-verbal communication, behavior or conduct, except to the extent that coverage is afforded by this Abuse and Molestation Liability endorsement.
- b. Any person who actually participated in, directed, or knowingly condoned the abusive or molesting communication, behavior or conduct resulting in “bodily injury”;
- c. Any claim for exemplary or punitive damages;
- d. Any civil or criminal penalties, fines or assessments;
- e. Any claim arising out of or related to employment related practices or procedures, acts or omissions;

All other Coverage **A Exclusions** continue to apply to the coverage provided by this endorsement.

**III. LIMITS OF INSURANCE**

Solely for the purposes of the coverage provided by this endorsement, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The insurance afforded by Section **I – Coverage** of this endorsement is subject to the following additional terms and conditions:

- a. Subject to the Annual Aggregate Limit provided by b. below, the most we will pay because of all “bodily injury” arising out of or resulting from abusive or molesting verbal or non-verbal communication, behavior or conduct in any one “occurrence” is the Any One Occurrence Limit of Insurance set forth in the Schedule of this endorsement. This is the most we will pay regardless of the number of:
  - (1) insureds;
  - (2) claims made or “suits” brought; or
  - (3) persons or organizations making claims or bringing “suits”.

The Any One Occurrence Limit is included within and not in addition to the Each Occurrence Limit shown on the Declarations Page as being applicable to **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**.

For purposes of determining the Any One Occurrence Limit of Insurance, regardless of the number of abusive or molesting acts or communications, period of time over which such acts or communications occur or number of persons acted upon or molested or abused, all "bodily injury" arising out of all abusive or molesting verbal or non-verbal communication(s), behavior or conduct by any one person, or by two or more persons acting together, will be considered one "occurrence" subject to the Any One Occurrence Limit of Insurance.

- b. The Annual Aggregate Limit of Insurance set forth in the Schedule of this endorsement is the most we will pay for the sum of all damages because of all "bodily injury" arising out of or resulting from abusive or molesting verbal or non-verbal communication, behavior or conduct.
- c. The Annual Aggregate applies 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 Limits of Insurance. However, if required by applicable law, the aggregate limit for such period of extension will be equal to the product of the Annual Aggregate set forth in the Schedule of this endorsement multiplied by a fraction, the numerator of which is the number of days in such period of extension and the denominator is 365.
- d. Any and all damages paid under the terms and conditions of this endorsement will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** in the same manner and in addition to all other coverages of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** that are also subject to the General Aggregate Limit.

**IV.** All other provisions of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** applicable to coverage for "bodily injury" under Coverage **A**, not amended by this endorsement, shall apply to this insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EQUIPMENT DEALERS GENERAL LIABILITY ENHANCEMENTS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

#### I. The following are added to **SECTION I – COVERAGES:**

##### A. **COVERAGE D – “CONSUMER COMPLAINT” PROTECTION**

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

- a. We will pay on your behalf all sums you incur as defense costs (including court costs) arising from a “consumer complaint”. We shall have the right and duty to defend any “consumer complaint” against you, even if any of the allegations of the “suit” are groundless, false or fraudulent. We may, at our discretion, investigate and settle any “consumer complaint”. Our right and duty to defend ends when we have used up the applicable Limit of Insurance.
- b. The amount we will pay is limited as described in paragraph **A.3. Deductible** below, and in **SECTION III – LIMITS OF INSURANCE**.
- c. This insurance applies to “consumer complaints” arising out of your business only if the “consumer complaint” is made within the “coverage territory” and during the policy period.

###### 2. **Exclusions**

This insurance does not apply to:

- a. An “occurrence”.
- b. “Bodily injury”, “property damage”, or “personal and advertising injury”.
- c. Dishonest, malicious, fraudulent, criminal or intentional acts, errors or omissions. However, this exclusion does not apply to you if such acts, errors or omissions were committed by your “employee” (other than a partner, director, executive officer, or stockholder) without your direction or knowledge.
- d. Any obligation arising from a warranty agreement or a mechanical breakdown agreement provided or sold by you.
- e. “Suits” due to:
  - (1) Recall of “your product” by the manufacturer;
  - (2) Your activities as an insurance agent, insurance broker or insurance solicitor;
  - (3) Your violation of truth in lending or truth in leasing laws; or
  - (4) Errors or omissions in the handling of:
    - (a) Employee Benefits Programs, or
    - (b) Obtaining or transferring a “title”.
- f. Any obligation for which you or any carrier as your insurer may be held liable under any workers compensation or disability benefits law, or under any similar law.
- g. “Suits” covered by other valid and collectible insurance. However, this exclusion does not apply if the other collectible insurance is “Consumer Compliant” Protection, or any similar coverage providing duplicate insurance for the same “suit”. Then we will share in losses on a pro-rata basis with the other primary coverage.
- h. Any “suit” due to the discharge, dispersal, seepage, migration release or escape of “pollutants”.

### 3. Deductible

We will deduct \$1,000 from any amount payable for any one “suit” under this insurance. The Limits of Insurance will not be reduced by the amount of the deductible.

This deductible applies:

- a. Regardless of the number of persons or organizations involved in each “consumer complaint”; and
- b. To any defense costs we incur other than direct expenses incurred by insurance adjusters or any one of our “employees”.

The terms of this insurance apply irrespective of the application of the deductible amount.

We may pay any part or all of the deductible amount to affect settlement of any “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount we have paid.

## B. COVERAGE E – DEALER INSURANCE AGENTS’ ERRORS AND OMISSIONS

### 1. Insuring Agreement

- a. We will pay on your behalf and on behalf of any of your “employees”, all sums you or they become legally obligated to pay as damages as a result of any alleged or actual negligent act, error or omission by you or by any of your “employees” in the conduct of your business as an equipment physical damage and disability income and/or credit life insurance agent. We shall have the right and duty to defend any “suit” asking for such damages. We may, at our discretion, investigate and settle any claim or “suit”. Our right and duty to defend ends when we have used up the applicable Limit of Insurance.
- b. The amount we will pay is limited as described in paragraph **B.3. Deductible** below, and in **SECTION III – LIMITS OF INSURANCE**.
- c. This insurance applies to acts, errors or omissions arising out of your business only if the acts, errors or omissions are made within the “coverage territory” and during the policy period.

### 2. Exclusions

This insurance does not apply to:

- a. “Bodily injury”, “property damage”, or “personal and advertising injury”.
- b. Any claim resulting from an insured’s willful violation of:
  - (1) an insured’s contract with an insurer; or
  - (2) any law, regulation or directive of a state regulatory authority.
- c. Dishonest, malicious, fraudulent, criminal or intentional acts, errors or omissions. However this exclusion does not apply to you if such acts, errors or omissions were committed by your “employee” (other than a partner, director, executive officer or stockholder) without your direction or your knowledge.
- d. Any liability of others assumed by any insured under a contract or agreement.
- e. Civil penalties, fines, assessments, or demands for injunctive or equitable relief.

### 3. Deductible

We will deduct \$1,000 from any amount payable for any one claim or “suit” under this insurance. The Limits of Insurance will not be reduced by the amount of the deductible.

This deductible applies:

- a. Regardless of the number of persons or organizations involved in each act, error or omission; and
- b. To any defense costs we incur other than direct expenses incurred by insurance adjusters or any one of our “employees”.

The terms of this insurance apply irrespective of the application of the deductible amount.

We may pay any part or all of the deductible amount to affect 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 we have paid.



## C. COVERAGE F – HOUR METER AND PRIOR DAMAGE DISCLOSURE ERRORS AND OMISSIONS

### 1. Insuring Agreement

- a. We will pay on your behalf all sums you legally must pay as damages because of acts, errors or omissions in failing to comply with any federal, state or local law(s) governing hour meter readings or disclosure of prior damage on equipment you sold. We shall have the right and duty to defend any “suit” asking for such damages. We may, at our discretion, investigate and settle any claim or “suit”. Our right and duty to defend ends when we have used up the applicable Limit of Insurance.
- b. The amount we will pay is limited as described in paragraph **C.3. Deductible** below, and in **SECTION III – LIMITS OF INSURANCE**.
- c. This insurance applies to acts, errors or omissions arising out of your business only if the act, error or omission is made within the “coverage territory” and during the policy period.

### 2. Exclusions

This insurance does not apply to:

- a. “Bodily injury”, “property damage”, or “personal and advertising injury”.
- b. Damages arising from failure to comply with federal, state or local statutes covered by this insurance of which you have received notice of a “suit” or claim prior to the effective date of this policy.
- c. Dishonest, malicious, fraudulent, criminal or intentional acts, errors or omissions committed by:
  - (1) You;
  - (2) Your partners, officers, “employees” or agents; or
  - (3) Any other party in interest;acting alone or in collusion with others. However this exclusion does not apply to you if such acts, errors or omissions were committed by your “employee” (other than a partner, director, executive officer or stockholder) without your direction or your knowledge.
- d. Civil penalties, fines, assessments, or demands for injunctive or equitable relief.

### 3. Deductible

We will deduct \$500 from any amount payable for any one claim under this insurance. The Limits of Insurance will not be reduced by the amount of the deductible.

This deductible applies:

- a. Regardless of the number of persons or organizations involved in each act, error or omission; and
- b. To any defense costs we incur other than direct expenses incurred by insurance adjusters or any one of our “employees”.

The terms of this insurance apply irrespective of the application of the deductible amount.

We may pay any part or all of the deductible amount to affect 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 we have paid.

## D. COVERAGE G – “TITLE” ERRORS AND OMISSIONS

### 1. Insuring Agreement

- a. We will pay on your behalf all sums you must legally pay as damages because of your acts, errors or omissions in the preparation of official “title” papers for registering equipment sold by you, including specifying legal owners and/or leinholders. We shall have the right and duty to defend any “suit” asking for such damages. We may, at our discretion, investigate and settle any claim or “suit”. Our right and duty to defend ends when we have used up the applicable Limit of Insurance.
- b. The amount we will pay is limited as described in paragraph **D.3. Deductible** below, and in **SECTION III – LIMITS OF INSURANCE**.
- c. This insurance applies to acts, errors or omissions arising out of your business only if the act, error or omission is made within the “coverage territory” and during the policy period.

### 2. Exclusions

This insurance does not apply:

- a. Unless the purchaser sells or transfers “title” of the equipment you sold.
- b. To “bodily injury”, “property damage”, or “personal and advertising injury”.

- c. To dishonest, malicious, fraudulent, criminal or intentional acts, errors or omissions committed by:
  - (1) You;
  - (2) Your partners, officers, “employees” or agents; or
  - (3) Any other party in interest;acting alone or in collusion with others. However this exclusion does not apply to you if such acts, errors or omissions were committed by your “employee” (other than a partner, director, executive officer or stockholder) without your direction or your knowledge.
- d. To claims arising from acts, errors or omissions in the preparation of official “title” papers where you have received notice of a “suit” or claim prior to the effective date of this policy.
- e. To civil penalties, fines, assessments, or demands for injunctive or equitable relief.

### 3. Deductible

We will deduct \$1,000 from any amount payable for any one claim under this insurance. The Limits of Insurance will not be reduced by the amount of the deductible.

This deductible applies:

- a. Regardless of the number of persons or organizations involved in each act, error or omission; and
- b. To any defense costs we incur other than direct expenses incurred by insurance adjusters or any one of our “employees”.

The terms of this insurance apply irrespective of the application of the deductible amount.

We may pay any part or all of the deductible amount to affect 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 we have paid.

## E. COVERAGE H – REPAIR COST REIMBURSEMENT

### 1. Insuring Agreement

- a. Provided that you perform the repairs, we will reimburse you for your reasonable costs and expenses that you incur to repair “your product” or “your work” as the result of “property damage” to “your product” or “your work” if the “property damage” occurs:
  - (1) Away from premises you own or rent,
  - (2) Within the “coverage territory”, and
  - (3) During the policy period; andarises out of “your product” or “your work” after you have relinquished possession thereof to your customer.
- b. The amount we will pay is limited as described in paragraph **E.3. Deductible** below, and in **SECTION III – LIMITS OF INSURANCE**.

### 2. Exclusions

This insurance does not apply to:

- a. The total loss of equipment, or when there are no parts or materials actually replaced.
- b. Civil penalties, fines, assessments, or demands for injunctive or equitable relief.

### 3. Deductible

We will deduct \$1,000 from any amount payable as damages because of “property damage” resulting from “your product” or “your work”. The Limits of Insurance will not be reduced by the amount of the deductible.

This deductible applies:

- a. Regardless of the number of persons or organizations involved; and
- b. To any defense costs we incur other than direct expenses incurred by insurance adjusters or any one of our “employees”.

The terms of this insurance apply irrespective of the application of the deductible amount.

We may pay any part or all of the deductible amount to affect 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 we have paid.

## F. COVERAGE I – TRUTH IN LENDING AND TRUTH IN LEASING ERRORS AND OMISSIONS

### 1. Insuring Agreement

- a. We will pay on your behalf all sums you legally must pay as damages because of acts, errors or omissions in failing to comply with:

(1) Section 130, Civil Liability, of Title 1 (Truth In Lending) of the Consumer Credit Protection Act (Public Law 90-321; 82 Stat. 146 et seq.); or

(2) any similar statute which applies to your civil liability.

We shall have the right and duty to defend any “suit” asking for such damages. We may, at our discretion, investigate and settle any claim or “suit”. Our right and duty to defend ends when we have used up the applicable Limit of Insurance.

- b. The amount we will pay is limited as described in **SECTION III – LIMITS OF INSURANCE**.

- c. This insurance applies to acts, errors or omissions arising out of your business only if the act, error or omission is made within the “coverage territory” and during the policy period.

### 2. Exclusion

This insurance does not apply to dishonest, malicious, fraudulent, criminal or intentional acts, errors or omissions. However, this exclusion does not apply to you if such acts, errors or omissions were committed by your “employees” (other than a partner, director, executive officer or stockholder) without your direction or your knowledge.

## G. SUPPLEMENTARY PAYMENTS – EQUIPMENT DEALERS

The provisions of **Supplementary Payments – Coverages A and B** of **SECTION I**, also apply to **Coverages E, F, G and I** of this endorsement. Other provisions of **SECTION I** do not apply.

## II. WHO IS AN INSURED

The following are added to Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

- d. **Coverages E, F, G and I** do not apply with respect to negligent acts, errors or omissions that occurred before you acquired or formed the organization.
- e. **Coverage D** does not apply to “consumer complaints” that were first made before you acquired or formed the organization.
- f. **Coverage H** does not apply to “property damage” that occurred before you acquired or formed the organization.

## III. LIMITS OF INSURANCE

**A. SECTION III – LIMITS OF INSURANCE** is amended as follows:

1. Paragraph 2. is replaced with the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical Expenses under **Coverage C**;

b. Damages under **Coverage A**, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”;

c. Damages under **Coverage B**;

d. Damages under **Coverage E**;

e. Damages under **Coverage F**;

f. Damages under **Coverage G**; and

g. Damages under **Coverage I**.

2. Paragraph 3. is replaced with the following:

3. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of:

a. Damages because of “bodily injury” and “property damage” included in the “products-completed operations hazard” under **Coverage A**; and

b. Damages because of “property damage” to “your work” or “your products” under **Coverage H**.

3. Paragraph 5 is replaced with the following:

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under **Coverage A**, and
  - b. Medical Expenses under **Coverage C**,  
because of all “bodily injury” and “property damage” arising out of any one “occurrence”; and:
  - c. Damages under **Coverage E**;
  - d. Damages under **Coverage F**;
  - e. Damages under **Coverage G**;
  - f. Reimbursements under **Coverage H**; and
  - g. Damages under **Coverage I**.  
arising out of any one “occurrence”.

B. The following are added to **SECTION III – LIMITS OF INSURANCE**:

8. The most we will pay under **Coverage D – “Consumer Complaint” Protection** is \$25,000 for any one “suit”. Two or more plaintiffs with regard to the same sale, or any one product, service or repair of “your product” shall all be considered the same “suit”. Any settlement made by us will be included in the \$25,000 limit for any one “suit”. The aggregate amount we will pay for all “suits” arising out of insurance provided by **Coverage D** during any one policy period is \$250,000.
9. Subject to the Each Occurrence Limit of your policy, the most we will pay under **Coverage H – Repair Cost Reimbursement** in any one occurrence is 75 percent of the usual and customary parts and labor charges for the repairs or replacements that you perform. Subject to the Products-Completed Operations Aggregate Limit of your policy, the 75 percent any one occurrence limit set forth in this paragraph 9., and the Each Occurrence Limit of your policy, the total amount we will pay for all claims under **Coverage H – Repair Cost Reimbursement** during any one policy period is \$300,000.
10. For purposes of determining the Limits of Insurance for **Coverages E, F, G and I**, any loss based upon a series of negligent acts, errors and/or omissions will be deemed to have arisen when the first negligent act, error or omission of that series occurred.

#### IV. COMMERCIAL GENERAL LIABILITY CONDITIONS

With respect to **Coverage D – “Consumer Complaint” Protection** only, paragraph 4. **Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, does not apply.

#### V. DEFINITIONS

As used in this endorsement, the following are added to **SECTION V – DEFINITIONS**:

- A. “Consumer complaint” means any “suit” brought against you by or on behalf of your customer and arising out of the unsatisfactory sale, service or repair of “your product”.
- B. “Title” means a written documentation of ownership issued by governmental authority evidencing ownership of equipment.

**All policy provisions not in conflict with this endorsement shall continue to apply. This endorsement is a valid part of the policy when the form number is shown in the Declarations.**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**CG-7292  
(Ed. 6-08)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**FUEL OIL DEALERS POLLUTION EXTENSION ENDORSEMENT**

**A. Exclusion f. under Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury and Property Damage Liability is replaced by the following:**

This insurance does not apply to:

**f. Pollution**

- (1)** “Bodily injury” or “property damage” which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants” at any time.
- (2)** Any loss, cost or expense arising out of any:
  - (a)** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants”; or
  - (b)** Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, “pollutants”.

We will pay, however, for “bodily injury” and “property damage” arising out of heat, smoke or fumes from a resulting “hostile fire”.

This exclusion does not apply to:

- (1)** “Bodily injury” or “property damage” arising out of the “products completed operations hazard” if such “bodily injury” or “property damage” arises out of any of the following business activities:
  - (a)** The insured’s sale, distribution, installation, maintenance, service, repair or removal of heating, ventilation, and/or air conditioning systems.
  - (b)** The misdelivery by the insured of liquid “fuel” products.
- (2)** “Bodily injury” or “property damage” arising out of the discharge, dispersal or release of liquid “fuel” products, soot or smoke at a “customer’s” premises, while an insured is performing operations, only as identified in **(1)(a)** and **(b)** above, at this “customer’s” premises.

These exceptions to this Pollution exclusion do not apply if the “bodily injury” or “property damage” arises out of the intentional discharge, dispersal or release of liquid “fuel” products by the insured or at the insured’s direction or if such liquid “fuel” products are brought on or to the premises with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured.

**B. Definitions**

The following are added as addition definitions:

1. “Customer” means an entity who the insured provides services to in the regular course of business and who is not an insured under this policy.
2. “Fuel” means #2 fuel oil, diesel fuel, and kerosene and does not include gasoline, propane or any waste or used petroleum products sold, stored and/or transported without being re-refined, provided such re-refined waste or used petroleum products do not contain light ends or metallic, caustic, acidic, sulfur or waste products or any contaminants picked up during prior use.

This endorsement modifies insurance provided by the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**CG-7296  
(Ed. 9-08)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

**SCHEDULE**

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

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

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. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent, or on any other basis unless a written contract, executed by the Named Insured and the additional insured prior to the “bodily injury” or “property damage” giving rise to the additional insured’s potential liability, specifically requires that this insurance be primary and that the additional insured’s primary coverage be non-contributory.
2. Even if the requirements of paragraph 1 are met, 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 modifies insurance provided by the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**CG-7297  
(Ed. 9-08)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

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

**SCHEDULE**

<b>Name of Additional Insured Person(s) or Organizations(s):</b>	<b>Location And Description of Covered Operations</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**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. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent, or on any other basis unless a written contract, executed by the Named Insured and the additional insured prior to the “bodily injury” or “property damage” giving rise to the additional insured’s potential liability, specifically requires that this insurance be primary and that the additional insured’s primary coverage be non-contributory.
2. Even if the requirements of paragraph 1 are met, 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 modifies insurance provided by the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**CG-7301  
(Ed. 9-08)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

**SCHEDULE**

**Description and Location of Operation(s):**

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

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

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" at the location described in the Schedule of this endorsement, as 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 modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**CG-7237  
(Ed. 12-03)**

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

**RETAIL GASOLINE SPILLAGE DAMAGE LIABILITY COVERAGE –  
POLLUTION EXCLUSION EXCEPTION**

Exclusion **2.f.(1)** in **SECTION I – COVERAGE** does not apply to “bodily injury” or “property damage” sustained by a “Retail Gasoline Customer” of the insured caused by “Retail Gasoline Spillage”. “Retail Gasoline Spillage” means the accidental emission, discharge, release or escape of gasoline, kerosene or diesel fuel from an above ground gasoline hose during the process of filling an “auto” gasoline or diesel fuel tank or any tank or container approved for use for flammable liquids as part of a retail gasoline, kerosene or diesel fuel sale. “Retail Gasoline Customer” means a business invitee of an insured while on a premises which is under the care, custody and control of an “Insured” and being used for an insured’s “garage operations”. All “bodily injury” and “property damage” caused by one emission, discharge, release or escape shall be deemed to be one “accident”.

We have no obligation under the coverage provided by this endorsement to pay any loss, cost or expense of any nature, whether or not included within the definition of “loss, cost or expense” provided in Exclusion **2.f.(1)** resulting from the redemption or clean-up of property.

Solely for purposes of the coverage provided by this endorsement for “bodily injury” and “property damage” sustained by a “Retail Gasoline Customer” of the insured caused by “Retail Gasoline Spillage”:

- I. Paragraphs **1. and 2.** in **SECTION III – LIMITS OF INSURANCE** is replaced in its entirety by the following:
1. The limits 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”.
  2. The Retail Gasoline Spillage Damage Liability Coverage Aggregate Limit shown in the SCHEDULE of this endorsement is the most we will pay under **SECTION I – COVERAGE**, for all “bodily injury” and “property damage” sustained by “Retail Gasoline Customer(s)” of the “Insured” caused by “Retail Gasoline Spillage”.
  3. Subject to the Retail Gasoline Spillage Damage Liability Coverage Aggregate Limit, the Retail Gasoline Spillage Damage Liability Coverage Each Accident Limit shown in the SCHEDULE of this endorsement is the most we will pay under **SECTION I – COVERAGE**, for all “bodily injury” and property damage” arising from one “accident” sustained by “Retail Gasoline Customer(s)” of the “insured” caused by “Retail Gasoline Spillage”.
  4. The Retail Gasoline Spillage Damage Liability Coverage Aggregate Limit applies 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 Limit set forth in the SCHEDULE of this endorsement.

**II. Additional Definitions**

As used in this endorsement, the following definitions are added:

“Accident” includes continuous or repeated exposure to the same conditions resulting in “bodily injury” or “property damage”.

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

**III.** Except as modified by this endorsement, all terms and conditions of the policy to which this endorsement is attached apply to Retail Gasoline Spillage Damage Liability Coverage.

**IV. SCHEDULE**

Retail Gasoline Spillage Damage Liability Coverage

Each Accident Limit	\$ _____
Aggregate Limit	\$ _____
Premium	\$ _____

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

*SERFF Tracking Number:*     *HRLV-125820117*                             *State:*                             *Massachusetts*  
*First Filing Company:*     *Harleysville Insurance Company, ...*             *State Tracking Number:*     *116915*  
*Company Tracking Number:*   *GLSA021508-1*  
*TOI:*                             *17.0 Other Liability-Occ/Claims Made*             *Sub-TOI:*                             *17.0001 Commercial General Liability*  
*Product Name:*                 *GL-Product Standardization Project & AQS - HIC HMIC Form Intro*  
*Project Name/Number:*         *GL/09-18-2008*

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: *HRLV-125820117* State: *Massachusetts*  
 First Filing Company: *Harleysville Insurance Company, ...* State Tracking Number: *116915*  
 Company Tracking Number: *GLSA021508-1*  
 TOI: *17.0 Other Liability-Occ/Claims Made* Sub-TOI: *17.0001 Commercial General Liability*  
 Product Name: *GL-Product Standardization Project & AQS - HIC HMIC Form Intro*  
 Project Name/Number: *GL/09-18-2008*

## Rate/Rule Schedule

Review Status:	Exhibit Name:	Rule # or Page #:	Rate Action	Previous State Filing Attachments Number:
	manual pages	(MA) CG-HE-1 thru 9	New	MA GL EXCEPTIONS - Stdz w Fuel Oil, Addl Ins, Church, Abus....pdf

**MASSACHUSETTS RATE AND RULE EXCEPTIONS**

**SECTION I – GENERAL RULES**

**Rule 5. PREMIUM COMPUTATION**

Paragraph A.3. is deleted in its entirety.

**Rule 8. POLICY WRITING MINIMUM PREMIUM**

- A. Prepaid Policies \$500
- B. Annual Premium Payment Plan Policies \$500

**Rule 9. ADDITIONAL PREMIUM CHANGES**

- B. Waive additional premium of \$15 or less.

**Rule 10. RETURN PREMIUM CHANGES**

- B. Waive return premium of \$15 or less. \*

\* However, any return premium requested by insured must be granted.

**Rule 14. MINIMUM PREMIUMS**

B. Minimum Premiums apply as follows:

Subline	Increased Limit Table Assignment	Minimum Premium
332 – Liquor Liability	C	\$500
334 – Premises/Operations	1	\$ 75
	2	100
	3	150
335 – OCP	2	\$500
336 – Products/Completed Operations	A	\$ 75
	B	150
	C	200

E. The Special Combined Minimum Premium for the classifications specified is \$100.

**SECTION II – COVERAGE RULES**

**Rule 23. COMPANY RATES OR ISO LOSS COSTS**

- B. ISO loss costs for Premises/Operations, Products/Completed Operations and Miscellaneous are shown for the occurrence form in the state ISO loss costs opposite the identifying code number of the classification.

**SECTION II – COVERAGE RULES** (continued)

**Rule 23. COMPANY RATES** (continued)

Company rates must be calculated by applying the following loss cost multiplier to the ISO loss cost:

Subline	HIC	HWIC	HMIC	HPRF
<b>332 – Liquor Liability</b>	2.244	2.040	1.836	1.530
<b>334 – Premises/Operations and 336 – Products/Completed Operations</b>	2.244	2.040	1.836	1.530
Group 1: 10015 14731 43200 47367 56760 63010 10070 15699 45193 48925 57809 63011 10255 16527 46426 49185 58759 68706 13111 18991 46607 49451 59481 13204 41668 46622 50017 59722 14401 41675 47051 56652 61212				
Group 2: 91177 91590 96408 97223 98678 99471 91340 91746 96409 97447 98805 99507 91341 92451 96410 97653 98813 99746 91342 92663 96702 98304 98820 99793 91481 94007 96816 98483 98967 99948 91580 94276 97047 98502 99303 99969 91581 94569 97220 98636 99315 99986 91583 95625 97222 98677 99321	2.574	2.340	2.106	1.755
Group 3: 60010 91135 91585 92338 98305 98806 61217 91551 91589 92478 98482 98884 63013 91560 92215 95410 98710	2.860	2.600	2.340	1.950
Group 4: 11138 51315 51927 58408 58922 44070 51926 52002 58409	1.815	1.650	1.485	1.238
All Other 9XXXX Classes Not Specifically Listed Above	1.815	1.650	1.485	1.238
All Other Classes	1.815	1.650	1.485	1.238
<b>335 – OCP Liability</b>	1.815	1.650	1.485	1.238

**Company classification code 44444, Discontinued Products and Completed Operations**, Subline 336, is available to rate discontinued products or completed operations coverage for an existing insured. The premium is calculated by determining the insured's final year in business products or completed operations premium and multiplying it by the below percentage:

- First year of discontinued operations – 100%
- Second year of discontinued operations – 75%
- Third year of discontinued operations – 50%
- Fourth or more years of discontinued operations – 25%

This premium is not subject to any credits and is a flat, fully earned premium at inception.

**SECTION II – COVERAGE RULES** (continued)

**Rule 23. COMPANY RATES** (continued)

D. Paragraph D. Increased Limits is amended by the addition of the following to Item 1:

The Damage to Premises Rented to You limit may be increased to the amounts shown below. Charge the premium associated with the selected limit for each building rented to or temporarily occupied by the insured and for which the insured is required to carry fire damage legal liability insurance.

Damage to Premises Rented to You Limit	Premium
\$ 250,000	\$ 125
500,000	250
750,000	375
1,000,000	500

The premium is not subject to schedule credits, experience credits, loss costs multipliers or package modifications.

**Rule 36. DESCRIPTION OF ADDITIONAL ENDORSEMENTS**

- **CG-7100**, Spray Painting Property Damage Deductible Insurance, modifies the Commercial General Liability coverage form and is applied instead of CG 03 00 whenever the general liability classification footnote requires a property damage deductible and there is no other amount or basis of deductible applicable to the policy. The property damage deductible provided is \$250.
- **CG-7101**, Mortician's and Funeral Director's Malpractice Liability Endorsement, modifies the Commercial General Liability coverage form and is available to provide coverage for damages arising out of the rendering or failure to render professional services. Coverage may be written in conjunction with the Funeral Homes or Chapels classification, code 43889. The limit of coverage provided to the insured must equal the CGL policy limit.

Minimum and basic limits are \$100,000 occurrence, \$200,000 aggregate and maximum available limits are \$1,000,000 occurrence, \$2,000,000 aggregate.

Rating is based upon the number of bodies tended.

Annual rates per Number of Bodies Tended:

First 100 bodies	.50 each body
Next 200 bodies	.40 each body
Next 300 bodies	.32 each body
Over 600 bodies	.25 each body

The annual rates are subject to ISO Table B increased limits factors, subject to a minimum premium of \$50, and are not subject to deviations or rating plans.

- **CG-7102**, Pastoral Counseling Professional Liability Endorsement, modifies the Commercial General Liability coverage form and is available as an optional endorsement. Coverage is provided to churches for damages arising out of counseling activities by a pastor. Coverage can be written only in conjunction with the Churches classification, code 41650.

Minimum and basic limits are \$100,000 occurrence, \$200,000 aggregate and maximum limits available are \$1,000,000 occurrence, \$2,000,000 aggregate.

Annual Charge per Pastor:

First Pastor	\$35
Each Additional Pastor	\$30

The annual charge per pastor is subject to ISO Table B increased limits factors, subject to a minimum premium of \$50, and not subject to deviations or rating plans.

**SECTION II – COVERAGE RULES** (continued)

**Rule 36. DESCRIPTION OF ADDITIONAL ENDORSEMENTS** (continued)

- **CG-7104**, Fuel Oil Dealers Delivery Agreement Endorsement, is an optional endorsement that modifies the Commercial General Liability coverage form and is available to insureds written within the Fuel Oil or Kerosene Dealers classification, code 13204. This form provides coverage arising out of the insured's failure to make an expected delivery under an agreement to maintain an adequate supply of fuel oil at a customer's premises. If this coverage is not purchased, CG 22 50, Exclusion – Failure to Supply, applies to a fuel oil dealer's policy.

The annual rate per 1,000 gallons is \$0.01 for the basic limit of \$100,000 each occurrence/\$200,000 general aggregate and is subject to Increased Limits Factors Table 2. The annual minimum premium is \$20, subject to Increased Limits Factors Table 2. The rates and minimum premiums are not subject to deviation or rating plans.

- **CG-7105**, Non-Pyramiding of Limits, applies to Commercial General Liability, Products/Completed Operations, Liquor Liability, Owners and Contractors Protective, Pollution Liability or Railroad Protective Liability policies. It is a mandatory endorsement and applies when other liability coverage is written for the same named insured.
- **CG-7108**, Exclusion – Asbestos, Silica, or Talc, applies to all Commercial General Liability, Products/Completed Operations Liability, Owners and Contractors Protective Liability and Railroad Protective Liability policies.
- **CG-7183**, Cemetery Professional Liability Endorsement, modifies the Commercial General Liability coverage form and provides coverage for damage arising out of the rendering or failure to render professional services. The limit of coverage provided to the insured must equal the CGL policy limit.

Minimum and basic limits are \$100,000 occurrence, \$200,000 aggregate and maximum limits available are \$1,000,000 occurrence, \$2,000,000 aggregate.

Rating is based upon the total number of bodies buried in each cemetery and the estimated new bodies buried annually.

Total Buried to Date:

First 5,000 Bodies	.003 each body
Over 5,000 Bodies	.002 each body

Estimated Total New Bodies Annually:

First 100 Bodies	.24 each body
Next 100 Bodies	.19 each body
Next 100 Bodies	.14 each body
Next 100 Bodies	.12 each body
Over 400 Bodies	.09 each body

The annual rates are subject to ISO Table B increased limits factors, subject to a basic limit \$100 minimum premium, and are not subject to deviations or rating plans. The minimum premium is subject to Table B increased limits factors.

- **CG-7186**, General Liability Enhancement Endorsement, may be attached. This endorsement modifies and expands the General Liability coverage form. A flat \$100 premium applies per policy.
- **CG-7220**, Sewage Back-Up Property Damage Liability Exclusion, is available to apply to Commercial General Liability policies.
- **CG-7226**, Exclusion – Aircraft Products, is an optional endorsement that modifies the Commercial General Liability coverage form and may be applied to exclude liability arising out of aircraft products.



**SECTION II – COVERAGE RULES** (continued)

**Rule 36. DESCRIPTION OF ADDITIONAL ENDORSEMENTS** (continued)

- **CG-7228**, Lost Key Coverage, extends coverage provided by the Commercial General Liability coverage form to include certain types of property damage liability pertaining to the loss of insured’s customers’ keys that were in the care, custody or control of the insured. The limit of coverage is a choice of either \$2,500 or \$5,000. The premium charge is a flat \$50 for the \$2,500 limit or a flat \$100 for the \$5,000 limit. These flat charges are not subject to adjustment by package modifications or loss cost multipliers.
- **CG-7237**, Retail Gasoline Spillage Damage Liability Coverage – Pollution Exclusion Exception, is available as an optional endorsement. Liability coverage sustained by a retail gasoline customer of the Insured, caused by gasoline spillage, may be afforded by attaching form CG-7237. Premium determination is based on the selected sublimit with a corresponding flat charge for each location as follows:

Limit	Flat Charge (per location)
\$ 5,000 occurrence/10,000 aggregate	\$100
\$10,000 occurrence/20,000 aggregate	\$200

- **CG-7244**, General Liability Enhancement Endorsement – Contractors, may be attached for contractor insureds. This endorsement modifies and expands the General Liability coverage form. A flat \$100 premium applies per policy.
- **CG-7248**, Exclusion – Unsolicited Faxes, Telephone Calls and Emails, applies to all Commercial General Liability policies.
- **CG-7249**, Other Insurance Amendment, is available as an optional endorsement to modify CG 20 10, CG 20 33 or CG 20 37.
- **CG-7253**, Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization, is an optional endorsement available for contractors. The premium charge for this endorsement is on a “refer to company” basis.
- **CG-7254**, Additional Insured – Owners, Lessees or Contractors – Automatic Status When Required in Construction Agreement with You, is an optional endorsement available for contractors. The premium charge for this endorsement is on a “refer to company” basis.
- **CG-7255**, Additional Insured – Owners, Lessees or Contractors – Completed Operations, is an optional endorsement available for contractors. The premium charge for this endorsement is on a “refer to company” basis.
- **CG-7256**, Additional Insured – Owners, Lessees or Contractors, is available as an optional endorsement to use with the 7/04 edition of CG 20 10, CG 20 33, or CG 20 37.
- **CG-7257**, Amendment of Insured Contract Definition, is available as an optional endorsement to use with CG 24 26.
- **CG-7258**, Exclusion – Products-Completed Operations Hazard, is available as an optional endorsement to exclude products or completed operations coverage.
- **CG-7259**, Exclusion – Residential Multi-Unit Construction Defect, is available as an optional endorsement to exclude coverage for residential construction defects on contractors policies.
- **CG-7261**, Exclusion – Methyl Tertiary Butyl Ether (MTBE), is an optional endorsement available for those insureds involved in the manufacturing, distributing, retailing and transporting of gasoline and also any one associated with supplying water or providing or installing pipelines or underground storage tanks.
- **CG-7262**, Exclusion – Tobacco Health Hazards, is an optional endorsement available for those wholesale and retail insureds involved with tobacco products.

**SECTION II – COVERAGE RULES** (continued)

**Rule 36. DESCRIPTION OF ADDITIONAL ENDORSEMENTS** (continued)

- **CG-7263**, Additional Insured – Owners, Lessees or Contractors – Completed Operations – Automatic Status When Required in Construction Agreement With You, is an optional endorsement available for contractors. The premium charge for this endorsement is on a “refer to company” basis.
- **CG-7264**, Printers Errors and Omissions Liability, is available to provide printers with errors and omissions coverage for damages as a result of an error, omission, or negligent act committed in the course of providing printing services. The endorsement modifies the Commercial General Liability coverage part. A mandatory \$500 deductible applies to the coverage.

Any type of printer is eligible for coverage except those performing these functions in any capacity:

- Lottery Tickets
- Games of Chance
- Phone Directories
- Publishing
- Risks involved primarily in pre-press services
- Newspapers
- Magazines and periodicals
- Graphic Design

Rating is based on \$1,000 of sales derived from the insured’s printing operations. There is a choice of two limits of liability:

Limits of Liability	Rate per \$1,000 of Sales
\$500,000 Each Loss/\$500,000 Aggregate	.16
\$1,000,000 Each Loss/\$1,000,000 Aggregate	.26

The annual premium is subject to a minimum premium of \$500 and cannot be modified by any rating plan, rate modification, or package discount.

- **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.

**SECTION II – COVERAGE RULES** (continued)

**Rule 36. DESCRIPTION OF ADDITIONAL ENDORSEMENTS** (continued)

- **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.

- **CG-7301**, Exclusion – Designated 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 Form. This endorsement is available to contractor insureds when they are involved in a job where coverage is provided by a separate wrap-up policy but also when completed operations coverage is required to extend beyond the coverage provisions of the wrap-up policy. A flat \$500 premium charge applies to the endorsement. 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.
- **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

**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. The limits of liability provided by the Employee Benefits Liability Endorsement shall not exceed the otherwise applicable Commercial General Liability limit.

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.

**SECTION III – MISCELLANEOUS RULES** (continued)

**Rule 43. EMPLOYEE BENEFITS LIABILITY COVERAGE** (continued)

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.

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).

**SECTION III – MISCELLANEOUS RULES** (continued)

**Rule 44. PRODUCT WITHDRAWAL COVERAGE** (continued)

**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.

**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 – Year 2000 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.

SERFF Tracking Number: HRLV-125820117 State: Massachusetts  
 First Filing Company: Harleysville Insurance Company, ... State Tracking Number: 116915  
 Company Tracking Number: GLSA021508-1  
 TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability  
 Product Name: GL-Product Standardization Project & AQS - HIC HMIC Form Intro  
 Project Name/Number: GL/09-18-2008

## Supporting Document Schedules

**Review Status:**

**Satisfied -Name:** Lock Box Form **09/17/2008**  
**Comments:**  
**Attachment:**  
 MALOCKBOXFilingFeeGLHIC.pdf

**Review Status:**

**Bypassed -Name:** Letter of Authorization **09/17/2008**  
**Bypass Reason:** n/a  
**Comments:**

**Review Status:**

**Satisfied -Name:** Checklist(s) **09/17/2008**  
**Comments:**  
**Attachment:**  
 Form Checklist.pdf

**Review Status:**

**Satisfied -Name:** Certification of Compliance Form **09/17/2008**  
**Comments:**  
**Attachment:**  
 Compliance Certification.pdf

**Review Status:**

**Bypassed -Name:** Statement of Variability **09/17/2008**  
**Bypass Reason:** n/a  
**Comments:**

**Review Status:**

**Satisfied -Name:** Form Utilization List **10/02/2008**  
**Comments:**  
**Attachment:**

*SERFF Tracking Number:*      *HRLV-125820117*                      *State:*                      *Massachusetts*  
*First Filing Company:*      *Harleysville Insurance Company, ...*                      *State Tracking Number:*      *116915*  
*Company Tracking Number:*      *GLSA021508-1*  
*TOI:*                      *17.0 Other Liability-Occ/Claims Made*                      *Sub-TOI:*                      *17.0001 Commercial General Liability*  
*Product Name:*                      *GL-Product Standardization Project & AQS - HIC HMIC Form Intro*  
*Project Name/Number:*                      *GL/09-18-2008*

**Utilization Form.pdf**

SERFF Tracking Number: HRLV-125820117 State: Massachusetts  
 First Filing Company: Harleysville Insurance Company, ... State Tracking Number: 116915  
 Company Tracking Number: GLSA021508-1  
 TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability  
 Product Name: GL-Product Standardization Project & AQS - HIC HMIC Form Intro  
 Project Name/Number: GL/09-18-2008

**Review Status:**

**Satisfied -Name:** Bureau Compatible Programs 09/17/2008  
**Comments:**  
**Attachment:**  
 MASRBFE2.pdf

**Review Status:**

**Bypassed -Name:** Rate Filing Abstract 09/17/2008  
**Bypass Reason:** n/a - this is a form filing.  
**Comments:**

**Review Status:**

**Bypassed -Name:** Loss Cost Adoption 09/17/2008  
**Bypass Reason:** n/a - this is a form filing.  
**Comments:**

**Review Status:**

**Bypassed -Name:** Rate Deviation Abstract Form 09/17/2008  
**Bypass Reason:** n/a - this is a form filing.  
**Comments:**

**Review Status:**

**Satisfied -Name:** Forms Listing 09/18/2008  
**Comments:**  
**Attachment:**  
 Form List - Final.pdf

**Review Status:**

**Satisfied -Name:** ISO Report 12 10/02/2008  
**Comments:**  
**Attachment:**  
 ISO Report 12-MA.pdf



MASSACHUSETTS DIVISION OF INSURANCE  
LOCK BOX FILING FEE FORM [SRB-LB-1 (03/99)]

Check \$ 75.00  
Check # 6745161

GROUP # <u>2 5 3</u>	GROUP NAME: <u>Harleysville Insurance</u>
NAIC# <u>2 3 5 8 2</u>	COMPANY: <u>Harleysville Insurance Company</u>
DATE <u>0 8 0 9 / 1 8</u> (YY) / (MM) / (DD) (e.g., March 2, 1999=99/03/02)	CONTACT: <u>Eileen Fisher</u> PHONE#: <u>(8 0 0) 5 2 3 - 6 3 4 4</u> (ext: <u>5 7 1 2</u> ) FAX#: <u>(2 1 5) 2 5 6 - 5 3 3 4</u> E-MAIL Address (If available): <u>efisher@harleysville</u> <u>group.com</u>

**1. LINE OF INSURANCE**

H = Accident & Health    L = Life    P = Property/Casualty

Select H, L, or P:

P

**2. FILING TYPE**

Select a Form or Rate code from below:

F

**Form Filing Codes: (A-H) : (Fee \$75.00)**

**INDIVIDUAL FORM FILING:**

A = Policy/Contract with Associated Materials  
C = Application/Certificate Only

B = Rider, Endorsement, or Amendment Only  
D = Other

**GROUP FORM FILING:**

E = Policy/Contract with Associated Materials  
G = Application/Certificate Only

F = Rider, Endorsement, or Amendment Only  
H = Other

**Rate Filing Codes: (1-4) : (Fee \$150.00)**

1 = New Filing Rates    2 = Rate Increase    3 = Rate Decrease    4 = Other

**3. FILING SUB-TYPE**

Select a code selected from sub-type list (enclosed):

GL

**4. FORM NUMBER**

Enter only one Policy/ Contract Form Number or File/Filing Number:

125820117

**To Be Completed by Division of Insurance Personnel Only:**

SRB File #: \_\_\_\_\_  
Status: \_\_\_\_\_ Date: \_\_\_\_\_ Reviewer's Initials: \_\_\_\_\_  
Status: \_\_\_\_\_ Date: \_\_\_\_\_ Reviewer's Initials: \_\_\_\_\_  
Status: \_\_\_\_\_ Date: \_\_\_\_\_ Reviewer's Initials: \_\_\_\_\_  
Status: \_\_\_\_\_ Date: \_\_\_\_\_ Reviewer's Initials: \_\_\_\_\_  
\_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_  
Disapproval Paragraphs: \_\_\_\_\_

### **III. Form Filings**

#### **III. A. 1.C.175, s.2B: Readability of policy form; definition; approval; actions based on language**

##### **Prerequisite to Issuance of Policy Form**

No policy form of insurance shall be delivered or issued for delivery to more than 50 policyholders in the Commonwealth:

(a) until a copy of the policy form has been on file for 30 days with the Commissioner unless, before the expiration of the 30 days, the Commissioner has approved the form of the policy in writing as complying with this section;

(b) if the Commissioner notifies the company in writing within said 30 days that in her opinion the form of the policy does not comply with the provisions of this section, specifying the reasons for her opinion.

##### **Form Requirements**

In addition to the above, no policy form may be delivered or issued for delivery unless:

- (a) The text achieves a minimum Flesch scale readability score of 50;
- (b) It is printed, except for tables, in not less than 10 point type, 1 point leaded.
- (c) The style, arrangement and overall appearance of the policy give no undue prominence to any portion of the policy and any endorsements or riders;
- (d) It contains a table of contents or an alphabetical subject index;
- (e) The width of margins and ink to paper contrast do not unreasonably interfere with the readability of the form; and
- (f) The organization of the content of the policy and the summary of the policy is conducive to understandability of the form.

Nothing in this section shall be construed to require the affirmative approval of the Commissioner before issuance of a policy form that has been on file for at least 30 days.

##### **Measurement of Flesch Scale Readability Score**

For the purposes of this section, a Flesch scale readability score shall be measured as hereinafter provided:

- (1) For policy forms containing ten thousand words or less of text, the entire form shall be analyzed. For policy forms containing more than 10,000 words, the readability of two 200-word samples per page may be analyzed in lieu of the entire form. The samples shall be separated by at least 20 printed lines.

\_\_\_\_\_ (2) (a) (i) The number of words and sentences in the text shall be counted and the total number of words divided by the total number of sentences. The figure obtained shall be multiplied by a factor of 1.015.

\_\_\_\_\_ (ii) The total number of syllables shall be counted and divided by the total number of words. The figure obtained shall be multiplied by a factor of 84.6.

\_\_\_\_\_ (iii) The sum of the figures computed under subclause (i) and subclause (ii) subtracted from 206.835 equals the Flesch scale readability score for the policy form.

\_\_\_\_\_ (b) For the purposes of clause (a) the following procedures shall be used:

\_\_\_\_\_ (i) A contraction, hyphenated word, or numbers and letters, when separated by spaces, shall be counted as one word;

\_\_\_\_\_ (ii) A unit of words ending with a period, semicolon, or colon, but excluding headings and captions shall be counted as a sentence; and

\_\_\_\_\_ (iii) A syllable means a unit of spoken language consisting of 1 or more letters of a word as divided by an accepted dictionary. Where the dictionary shows 2 or more equally acceptable pronunciations of a word, the pronunciation containing fewer syllables may be used.

\_\_\_\_\_ Every policy form filed with the Commissioner under this section shall be accompanied by a certificate stating the Flesch scale readability score achieved by such form.

#### **Alternatives to Flesch**

The Commissioner may, after notice and hearing, designate other readability tests as acceptable alternative tests to the Flesch scale readability analysis if she finds that any other such tests are equivalent in function, result and understandability.

This section shall apply to any domestic or foreign company, whether licensed or unlicensed by the Commissioner to do business in the Commonwealth.

#### **Review**

The action of the Commissioner shall be subject to review by the supreme judicial court, but during any such review the form shall not be delivered or issued for delivery in the Commonwealth.

#### **Definitions**

The term "**text**" as used in this section shall include all printed matter except the name and address of the insurer, name or title of the policy, the brief description if any, captions and

subcaptions, and schedule pages and tables.

**MASSACHUSETTS**  
**CERTIFICATION OF COMPLIANCE**

Company Name:

\_\_\_\_\_ (“Company”)

Company File Number: \_\_\_\_\_ (“Filing”)

As the representative of the “Company”, duly authorized to give this certification on its behalf, I hereby certify under the pains and penalties of perjury, the enclosed forms, rates and or rules being submitted to the Massachusetts Division of Insurance meet all the requirements of the relevant Massachusetts statutes and regulations.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Original, stamped or digitized)

Title: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print or type)

## **Forms Utilization**

These endorsements will be used with Commercial General Liability Form CG 00 01 12 01 which was eff. 12-1-07



**SRB-FE-2 (07/01)**  
**MASSACHUSETTS DIVISION OF INSURANCE**  
**BUREAU COMPATIBLE PROGRAMS - RULES AND FORMS**

3.  We are adopting the filing(s) noted above but have modified the filed material in the following manner:
- a.  Company logo or other identifying material is added.
  - b.  We will use \_\_\_\_\_ as the marketing name of our Program.
  - c.  Our forms/endorsements have different titles and/or reference numbers than those used by the bureau. Attached is a listing of our forms/endorsements, their titles and numbers, with the bureau counterpart shown.
  - d.  We will use the filed material as noted above but have reformatted the material to suit our own preferences. Attached is a sample page of our format along with the corresponding page of the bureau's format for comparison purposes.
  - e.  We will use the filed material unmodified with the exception of the enclosed information which clearly identifies those areas where our language will depart from the material filed on our behalf. Where the modified material exceeds 10 pages, we have enclosed a side-by-side comparison of our modification with the corresponding bureau elements.
  - f.  We will be using the material filed as noted above but enclose supplementary material we intend to use with our program, which has not been filed by the bureau. Where this material applies to an existing approved company program, and where the material exceeds 10 pages, we are enclosing a side-by-side comparison highlighting the differences between the enclosed, supplementary material with that already on file. In the case of Personal Lines coverage forms and endorsements, we also certify that such supplementary material meets the minimum readability requirements of Section 2B of M.G.L Chapter 175.
  - g.  Other (explained below):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CERTIFICATION

I certify that the information provided on this form accurately represents the intent of the companies listed on the front page of the form with regard to its action(s) relative to the subject bureau filing(s).

I further certify, where the rating bureau noted on the front of this form is also the statistical agent for the companies, that to the extent any modifications or supplements enclosed affect the statistics otherwise reportable, the statistical agent considers these effects to be negligible.



9/16/08

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Eileen Fisher, Senior State Filing Analyst  
\_\_\_\_\_  
Name and Title of Authorized Representative (print or type)

Eileen Fisher, Senior State Filing Analyst  
\_\_\_\_\_  
Name and Title of Person completing this Form (print or type)

efisher@harleysvillegroup.com  
\_\_\_\_\_  
E-Mail



Exhibit B

**FORMS LISTING**

<b>Form Number</b>	<b>Edition Date</b>	<b>Form Title</b>	<b>Mandatory, Optional or Elected</b>
CG-0710	12-06	Liquor Liability Coverage Part Declaration	Mandatory
CG-7009	12-06	Products/Completed Operations Liability Coverage Part Declarations	Mandatory
CG-7100	12-06	Spray Painting Property Damage Deductible Insurance	Optional
CG-7101	12-06	Mortician's and Funeral Director's Malpractice Liability Endorsement	Optional
CG-7102	12-06	Pastoral Counseling Professional Liability Endorsement	Optional
CG-7104	12-06	Fuel Oil Dealers Delivery Agreement Endorsement	Optional
CG-7105	12-06	Non-Pyramiding of Limits	Mandatory
CG-7108	12-01	Exclusion – Asbestos, Silica or Talc	Mandatory
CG-7183	12-06	Cemetery Professional Liability Endorsement	Optional
CG-7185	09-08	Limited Pollution Coverage	Optional
CG-7186	09-04	General Liability Enhancement Endorsement	Optional
CG-7192	02-02	Limited Product Withdrawal Expense Endorsement	Optional
CG-7195	09-01	Exclusion – Year 2000 Computer-Related and Other Electronics Problems	Mandatory
CG-7220	12-01	Sewage Back-Up Property Damage Liability Exclusion	Optional
CG-7226	12-06	Exclusion – Aircraft Products	Optional
CG-7228	12-06	Lost Key Coverage	Optional
CG-7237	12-03	Retail Gasoline Spillage Damage Liability Coverage – Pollution Exclusion Exception	Optional
CG-7244	09-04	General Liability Enhancement Endorsement Contractors	Optional
CG-7248	12-04	Exclusion – Unsolicited Faxes, Telephone Calls and Emails	Mandatory
CG-7249	12-04	Other Insurance Amendment	Optional
CG-7253	03-05	Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization	Optional
CG-7254	03-05	Additional Insured – Owners, Lessees or Contractors – Automatic Status When Required in Construction Agreement with You	Optional
CG-7255	03-05	Additional Insured – Owners, Lessees or Contractors – Completed Operations	Optional
CG-7256	03-05	Additional Insured – Owners, Lessees or Contractors	Optional
CG-7257	03-05	Amendment of Insured Contract Definition	Optional
CG-7258	03-05	Exclusion – Products-Completed Operations Hazard	Optional
CG-7259	03-05	Exclusion – Residential Multi-Unit Construction Defect	Optional
CG-7261	08-05	Exclusion – Methyl Tertiary Butyl Ether (MTBE)	Optional
CG-7262	08-05	Exclusion – Tobacco Health Hazards	Optional
CG-7263	08-05	Additional Insured – Owners, Lessees or Contractors – Completed Operations – Automatic Status When Required in Construction Agreement with You	Optional
CG-7264	08-05	Printers Errors and Omissions Liability	Optional
CG-7273	12-06	Voluntary Property Damage Endorsement	Optional
CG-7274	11-06	Commercial General Liability Coverage Part	Mandatory
CG-7275	11-06	Commercial General Liability Coverage Part Supplemental Schedule	Mandatory

<b>Form Number</b>	<b>Edition Date</b>	<b>Form Title</b>	<b>Mandatory, Optional or Elected</b>
CG-7282	03-07	Equipment Dealers General Liability Enhancement	Optional
CG-7292	06-08	Fuel Oil Dealers Pollution Extension Endorsement	Optional
CG-7296	09-08	Additional Insured – Owners, Lessees or Contractors – Completed Operations	Optional
CG-7297	09-08	Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization	Optional
CG-7299	09-08	Church Liability Enhancement Endorsement	Optional
CG-7300	09-08	Abuse and Molestation Liability	Optional
CG-7301	09-08	Exclusion – Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program and Limited Coverage for Completed Operations	Optional
GU-7000	03-08	Commercial Lines Common Policy Declaration	Mandatory
GU-7001	07-08	Policy Change Document	Optional
GU-7002	11-06	Additional Insured Schedule	Optional
GU-7003	11-06	Additional Interest Schedule	Optional
GU-7004	11-06	Form Schedule	Mandatory
GU-7005	11-06	Location Schedule	Mandatory
GU-7008	11-06	Named Insured Schedule	Optional
GU-7009	11-06	Policyholder Notice Schedule	Optional
GU-7013	11-06	Declarations Page Extension	Optional
GU-7015	11-06	Fee-Surcharge Schedule	Optional
IL-7115	06-00	Exclusion – Exterior Insulation and Finish Systems (EIFS)	Mandatory
MANU-1	07-04	Manuscript Endorsement	Optional
MANU-2	07-04	Manuscript Endorsement	Optional
PD-0706	12-06	Owners and Contractors Protection Liability Policy Declarations	Mandatory
PD-0707	12-06	Railroad Protection Liability Protection	Mandatory
PJ-0001	02-05	Policy Jacket – Harleysville Mutual Insurance Company	Mandatory
PJ-0023	02-05	Policy Jacket – Harleysville Insurance Company	Mandatory

MASSACHUSETTS  
EQUIPMENT BREAKDOWN : TP-M SS-L FA-6 SA-R

GIN08230 INSURANCE SERVICES OFFICE, INC.  
REPORT : 12 COMPANY PARTICIPATION REPORT  
HARLEYSVILLE INSURANCE CO 36450

RUN DATE : 08/15/2008  
DATE OF DATA : 08/11/2008 - 08/15/2008  
PAGE 8

MASSACHUSETTS  
CRIME & FIDELITY : TP-S SS-L FA-6 SA-R  
COMMERCIAL PROPERTY : TP-S SS-L FA-6 SA-R  
GENERAL LIABILITY : TP-S SS-L FA-6 SA-R  
GLASS : TP-P SA-R  
COMMERCIAL INLAND MARINE : TP-S SS-L FA-6 SA-R  
COMMERCIAL PACKAGE POLICY : TP-S SS-2 FA-2  
BUSINESSMENS : TP-S SS-L FA-6 SA-R

MICHIGAN  
MELLING PROPERTY : TP-S SS-L FA-6 SA-R  
EQUIPMENT BREAKDOWN : TP-M SS-L FA-6 SA-R  
COMMERCIAL PROPERTY : TP-B SS-L

MISSOURI  
COMMERCIAL AUTOMOBILE : TP-M SS-L FA-6 SA-R  
EQUIPMENT BREAKDOWN : TP-M SS-L FA-6 SA-R  
CRIME & FIDELITY : TP-M SS-L FA-6 SA-R  
COMMERCIAL PROPERTY : TP-S SS-L FA-6 SA-R  
GENERAL LIABILITY : TP-M SS-L FA-6 SA-R

SERFF Tracking Number: HRLV-125820117 State: Massachusetts  
 First Filing Company: Harleysville Insurance Company, ... State Tracking Number: 116915  
 Company Tracking Number: GLSA021508-1  
 TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability  
 Product Name: GL-Product Standardization Project & AQS - HIC HMIC Form Intro  
 Project Name/Number: GL/09-18-2008

## Superseded Attachments

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.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Additional Insured - Owners, Lessees or Contractors	09/18/2008	CG-7260 _Ed 4-05_ Addl Insd - Owners, Lessees or Cont.pdf
No original date	Supporting Document	Form Utilization List	09/17/2008	Utilization Form.pdf

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CG-7260  
(Ed. 4-05)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS**

If your Commercial General Liability Policy is endorsed with any one of the CG 7206 Ed. 4/05, the CG 7207 Ed. 4/05, or the CG 7250 Ed. 4/05 endorsement (relating to coverage for additional insureds) and your immediately preceding Commercial General Liability Policy was issued by us and was endorsed with any of the CG 7206 Ed. 9/01, the CG 7207 Ed. 9/01, or the CG 7250 Ed. 1/05 endorsement (relating to coverage for additional insureds), the CG 7206 Ed. 9/01, the CG 7207 Ed. 9/01, or the CG 7250 Ed. 1/05 endorsement will continue to apply for the duration of the current policy term of your policy solely with respect to any additional insured which had entered into a written construction contract with the named insured prior to the effective date of the current term of your Commercial General Liability Policy with us (for purposes of this endorsement referred to as “the contract”) that required that the additional insured be added as an additional insured on the named insured’s policy.

With respect to the CG 7206 Ed. 9/01 and the CG 7207 Ed. 9/01, this endorsement is only applicable with respect to liability for “bodily injury”, “property damage” and “personal and advertising injury”

- a. arising out of continuing operations; or
- b. solely to the extent required by “the contract”, arising out of “your work” and included in the “products-completed operations hazard”

which you are performing or have performed for that additional insured pursuant to “the contract”.

With respect to the CG 7250 Ed. 1/05, this endorsement is only applicable with respect to liability for “bodily injury” and “property damage” arising out of “your work” performed for that additional insured pursuant to “the contract” and included in the “products-completed operations hazard”.

## **Forms Utilization**

These endorsements will be used with Commercial Crime

Form CR-7107 can be used solely with ISO CR 00 21 05 06.

Form CR-7108 can be used solely with ISO CR 00 23 05 06.

These forms are adopted by us effective 1-15-09.