

SERFF Tracking Number: HRLV-125820134 State: Massachusetts
First Filing Company: Harleysville Preferred Insurance Company, ... State Tracking Number: 116999
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 - HWIC PREF form rev
Project Name/Number: GL/09-18-2008

Filing at a Glance

Companies: Harleysville Preferred Insurance Company, Harleysville Worcester Insurance Company
Product Name: GL-Product Standardization SERFF Tr Num: HRLV-125820134 State: Massachusetts
Project & AQS - HWIC PREF form rev
TOI: 17.0 Other Liability-Occ/Claims Made SERFF Status: Closed State Tr Num: 116999
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): Conrad Ciszek
- Phase 3B - revised
Author: Eileen Fisher Disposition Date: 10/30/2008
Date Submitted: 09/23/2008 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): 08/01/2009

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: 10/30/2008
State Status Changed: 10/30/2008 Deemer Date:
Corresponding Filing Tracking Number:
Filing Description:
With this filing it is our intent to submit for your review and approval the following revisions applicable to our Commercial General Liability Program:

- Introduction, revision and withdrawal of non-standard endorsements (please see Exhibit A for a complete listing.)

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

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August 1, 2009.

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.

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

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

Filing Fees

Fee Required? Yes
 Fee Amount: \$75.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

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

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Harleysville Worcester Insurance Company \$0.00

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CHECK NUMBER	CHECK AMOUNT	CHECK DATE
6745162	\$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#HRLV-125125820140
- 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. See Forms listing attached to supporting documentation.
- 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.: none
- 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	Conrad Ciszek	10/30/2008	10/30/2008

Amendments

Item	Schedule	Created By	Created On	Date Submitted
manual pagesRate		Eileen Fisher	09/23/2008	09/23/2008

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
116999	Note To Filer	Carla Kelton	10/01/2008	10/01/2008
FEE	Note To Filer	Carla Kelton	09/29/2008	09/29/2008

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Disposition

Disposition Date: 10/30/2008
Effective Date (New): 01/15/2009
Effective Date (Renewal): 08/01/2009
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	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 -Exhibit A		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	Pastorial Counseling Professional Liability Endorsement		Yes
Form	Fuel Oil Dealers Delivery Agreement Endorsement		Yes
Form	Non-Pyramiding of Limits		Yes
Form	Cemetery Professional Liability Endorsement		Yes
Form	Limited Pollution Coverage		Yes
Form	General Liability Enhancement Endorsement		Yes
Form	Limited Product Withdrawal Expense Endorsement		Yes
Form	Exclusion - Aircraft Products		Yes
Form	Lost Key Coverage		Yes
Form	Voluntary Property Damage Endorsement		Yes
	Commercial General Liability Coverage		Yes

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Form	Part	
Form	Commercial General Liability Coverage Part Supplemental Schedule	Yes
Form	Church Liability Enhancement Endorsement	Yes
Form	Abuse and Molestation Liability	Yes
Form	Commercial Lines Common Policy Declaration	Yes
Form	Policy Change Document	Yes
Form	Additional Insured Schedule	Yes
Form	Additional Interest Schedule	Yes
Form	Form Schedule	Yes
Form	Location Schedule	Yes
Form	Named Insured Schedule	Yes
Form	Policyholder Notice Schedule	Yes
Form	Declaration Page Extension	Yes
Form	Fee-Surcharge Schedule	Yes
Form	Exclusion - Exterior Insulation and Finish Systems (EIFS)	Yes
Form	Manuscript Endorsement	Yes
Form	Manuscript Endorsement	Yes
Form	Owners and Contractors Protection Liability Policy Declarations	Yes
Form	Railroad Protection Liability Protection	Yes
Form	Golf Amendatory	Yes
Form	Common Policy Declarations	Yes
Rate	manual pages	Yes

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Note To Filer

Created By:

Carla Kelton on 10/01/2008 08:38 AM

Subject:

116999

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

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Note To Filer

Created By:

Carla Kelton on 09/29/2008 12:40 PM

Subject:

FEE

Comments:

The Division has received your filing submission dated 9/23/2008. Our records indicate that the filing fee has not been received or processed by our bank. Upon confirmation from the bank that the filing fee has been paid, this submission will then be assessed for administrative requirements. If the filing fee is not received by the bank on or before 10/3/2008, the filing will be rejected.

If it is your intention to pursue the review of the forms and/or rates previously submitted, new filings—including lockbox forms, completed checklist(s) and the appropriate filing fees—must be submitted. Please reference this message in your new Filing Description should you re-file, as this will expedite our review.

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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:

Exhibit Name:	Rule # or Page #:	Rate Action:	Previous State Filing Numbers:	Attach Document:
manual pages	(MA) CG-HE-1 thru 7	Replacement	Previous State Filing Num: 109785 & RULE-HAR77	MA GL EXCEPTIONS - Stdz w Fuel Oil, Addl Ins, Church, Abus....pdf

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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 Replaced s/Schedule	Replaced Form #:0.00 CG-0710 (Ed. 09-01) Previous Filing #: no file number		CG-0710 (Ed. 12-06).pdf
	Products/Completed Operations Liability Coverage Part Declarations	CG-7009	12-06	Declaration Replaced s/Schedule	Replaced Form #:0.00 CG-7009 (Ed. 09-01) Previous Filing #: no file number		CG-7009 (Ed. 12-06).pdf
	Spray Painting Property Damage Deductible Insurance	CG-7100	12-06	Endorsement/Amendment/Conditions		0.00	CG-7100 (Ed. 12-06).pdf
	Mortician's and Funeral Director's Malpractice Liability Endorsement	CG-7101	12-06	Endorsement/Amendment/Conditions		0.00	CG-7101 (Ed. 12-06).pdf
	Pastorial Counseling Professional Liability Endorsement	CG-7102	12-06	Endorsement/Amendment/Conditions		0.00	CG-7102 (Ed. 12-06).pdf
	Fuel Oil Dealers Delivery Agreement Endorsement	CG-7104	12-06	Endorsement/Amendment/Conditions		0.00	CG-7104 (Ed; 12-04).pdf
	Non-Pyramiding of Limits	CG-7105	12-06	Endorsement/Amendment/Conditions	Replaced Form #:0.00 CG-7105 (ed. 09-01) Previous Filing #: No file number		CG-7105 (Ed. 12-06).pdf

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Cemetery Professional Liability Endorsement	CG-7183	12-06	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 CG-7183 (ed. 04-97) Previous Filing #: no file number	CG-7183 (Ed. 12-06).pdf
Limited Pollution Coverage	CG-7185	09-08	Endorsement/Amendment/Conditions New	0.00	CG-7185 (Ed. 9-08).pdf
General Liability Enhancement Endorsement	CG-7186	09-04	Endorsement/Amendment/Conditions New	0.00	CG-7186 (Ed. 9-04).pdf
Limited Product Withdrawal Expense Endorsement	CG-7192	02-02	Endorsement/Amendment/Conditions New	0.00	CG-7192 (Ed. 02-02).pdf
Exclusion - Aircraft Products	CG-7226	12-06	Endorsement/Amendment/Conditions New	0.00	CG-7226 (Ed. 12-06).pdf
Lost Key Coverage	CG-7228	12-06	Endorsement/Amendment/Conditions New	0.00	CG-7228 (Ed. 12-06).pdf
Voluntary Property Damage Endorsement	CG-7273	12-06	Endorsement/Amendment/Conditions New	0.00	CG-7273 (Ed. 12-06).pdf
Commercial General Liability Coverage Part	CG-7274	11-06	Policy/Coverage New Form	0.00	CG-7274 (Ed. 11-06).pdf
Commercial General Liability Coverage Part Supplemental Schedule	CG-7275	11-06	Declaration News/Schedule New	0.00	CG-7257 (Ed. 3-05).pdf
Church Liability	CG-7299	09-08	Endorsement New	0.00	CG-7299

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Enhancement			nt/Amendm			(Ed. 9-
Endorsement			ent/Condi			08).pdf
			ons			
Abuse and	CG-7300	09-08	Endorseme New		0.00	CG-7300
Molestation			nt/Amendm			(Ed. 9-
Liability			ent/Condi			08).pdf
			ons			
Commercial	GU-7000	03-08	Declaration New		0.00	GU-7000
Lines Common			s/Schedule			(Ed. 3-
Policy						08).pdf
Declaration						
Policy Change	GU-7001	07-08	Other New		0.00	GU-7001
Document						(Ed. 07-
						08).pdf
Additional	GU-7002	11-06	Declaration New		0.00	GU-7002
Insured Schedule			s/Schedule			(Ed. 11-
						06).pdf
Additional	GU-7003	11-06	Declaration New		0.00	GU-7003
Interest Schedule			s/Schedule			(Ed. 11-
						06).pdf
Form Schedule	GU-7004	11-06	Declaration New		0.00	GU-7004
			s/Schedule			(Ed. 11-
						06).pdf
Location	GU-7005	11-06	Declaration New		0.00	GU-7005
Schedule			s/Schedule			(Ed. 11-
						06).pdf
Named Insured	GU-7008	11-06	Declaration New		0.00	GU-7008
Schedule			s/Schedule			(Ed. 11-
						06).pdf
Policyholder	GU-7009	11-06	Declaration New		0.00	GU-7009
Notice Schedule			s/Schedule			(Ed. 11-
						06).pdf
Declaration Page	GU-7013	11-06	Endorseme New		0.00	GU-7013
Extension			nt/Amendm			(Ed. 11-
			ent/Condi			06).pdf
			ons			
Fee-Surcharge	GU-7015	11-06	Declaration New		0.00	GU-7015
Schedule			s/Schedule			(Ed. 11-

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Description	Policy Number	Effective Date	Event	Amount	Attachment
Exclusion - Exterior Insulation and Finish Systems (EIFS)	IL-7115	06-00	Endorsement/Amendment/Conditions	0.00	IL-7115 (Ed. 06-00).pdf
Manuscript Endorsement	MANU-1	07-04	Endorsement/Amendment/Conditions	0.00	MANU-1.pdf
Manuscript Endorsement	MANU-2	07-04	Endorsement/Amendment/Conditions	0.00	MANU-2.pdf
Owners and Contractors Protection Liability Policy Declarations	PD-0706	12-06	Declaration Replaced	Replaced Form #:0.00 PD-0807 (ed. 09-01) Previous Filing #: no file number	PD-0706 (Ed. 12-06).pdf
Railroad Protection Liability Protection	PD-0707	12-06	Declaration Replaced	Replaced Form #:0.00 PD-0707 (ed. 09-01) Previous Filing #: no file number	PD-0707 (Ed. 12-06).pdf
Golf Amendatory	CG-7247	12-04	Endorsement/Amendment/Conditions	Replaced Form #: Previous Filing #: 91026	
Common Policy Declarations	PD-0205	10-94	Declaration Withdrawn	Replaced Form #: Previous Filing #: no file number	

**LIQUOR LIABILITY COVERAGE PART
DECLARATIONS**

OCCURRENCE (CG 00 33)

Named Insured		Policy Number
Coverage Part Effective	Policy Period From	To
LIMITS OF INSURANCE		
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: SEE SCHEDULES GU-7004 and GU-7009		

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART DECLARATIONS

OCCURRENCE (CG-00 37)

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

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

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, 90th day is changed to 180th 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

	Limits of Insurance
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 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 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 _____
--

(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						
TOTAL PREMIUM FOR THIS COVERAGE PART:					\$	\$

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

 Countersignature Date

 Authorized Representative

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 under the following:

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.



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

POLICYHOLDER NOTICE SCHEDULE

Policy Number:

Policy Period: From: To:

The following material contains important information about your policy. Please read it carefully.

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

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

Named Insured and Mailing Address	
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: _____	
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	\$ _____
DESCRIPTION OF OPERATIONS	
JOB LOCATION	
NAME AND MAILING ADDRESS OF DESIGNATED CONTRACTOR	
NAME AND ADDRESS OF INVOLVED GOVERNMENTAL AUTHORITY OR OTHER CONTRACTING PARTY	
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

SERFF Tracking Number: *HRLV-125820134* *State:* *Massachusetts*
First Filing Company: *Harleysville Preferred Insurance Company, ...* *State Tracking Number:* *116999*
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 - HWIC PREF form rev*
Project Name/Number: *GL/09-18-2008*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: HRLV-125820134 State: Massachusetts
 First Filing Company: Harleysville Preferred Insurance Company, ... State Tracking Number: 116999
 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 - HWIC PREF form rev
 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 7	Replacement	109785 & RULE-HAR77 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
332 – Liquor Liability	2.244	2.040	1.836	1.530
334 – Premises/Operations and 336 – Products/Completed Operations	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
335 – OCP Liability	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-125820134 State: Massachusetts
First Filing Company: Harleysville Preferred Insurance Company, ... State Tracking Number: 116999
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 - HWIC PREF form rev
Project Name/Number: GL/09-18-2008

Supporting Document Schedules

	Review Status:
Satisfied -Name: Lock Box Form	09/17/2008
Comments:	
Attachment: MALOCKBOXFilingFeeGLHWIC.pdf	
Bypassed -Name: Letter of Authorization	09/17/2008
Bypass Reason: n/a	
Comments:	
Satisfied -Name: Checklist(s)	09/17/2008
Comments:	
Attachment: Form Checklist.pdf	
Satisfied -Name: Certification of Compliance Form	09/17/2008
Comments:	
Attachment: Compliance Certification.pdf	
Satisfied -Name: Statement of Variability	09/17/2008
Comments:	
Attachments: CG-0710 comparison.pdf CG-7009 comparison.pdf CG-7105 comparison.pdf CG-7183 comparison.pdf PD-0706 comparison.pdf	

SERFF Tracking Number: *HRLV-125820134* *State:* *Massachusetts*
First Filing Company: *Harleysville Preferred Insurance Company, ...* *State Tracking Number:* *116999*
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 - HWIC PREF form rev*
Project Name/Number: *GL/09-18-2008*
PD 0707 comparison.pdf

SERFF Tracking Number: HRLV-125820134 State: Massachusetts
 First Filing Company: Harleysville Preferred Insurance Company, ... State Tracking Number: 116999
 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 - HWIC PREF form rev
 Project Name/Number: GL/09-18-2008

Review Status:

Satisfied -Name: Form Utilization List 09/17/2008
Comments:
Attachment:
 Utilization Form.pdf

Review Status:

Bypassed -Name: Bureau Compatible Programs 09/17/2008
Bypass Reason: n/a - no ISO changes.
Comments:

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 -Exhibit A 09/22/2008
Comments:
Attachment:
 Form List A- Final.pdf

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

Check \$ 75.00
Check # 6745162

GROUP # <u>2 5 3</u>	GROUP NAME: <u>Harleysville Insurance</u>
NAIC# <u>2 6 1 8 2</u>	COMPANY: <u>Harleysville Worcester Insurance Company</u>
DATE <u>0 8 0 9 / 2 3</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:

125820134

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)

Text and Font Comparison

Documents Compared

CG-0710 _Ed 09-01.pdf

CG-0710 _Ed_AQS.pdf

Summary

13 word(s) added

78 word(s) deleted

67 word(s) matched

4 block(s) matched

To see where the changes are, please scroll down.

LIQUOR LIABILITY COVERAGE PART DECLARATIONS

OCCURRENCE (CG 00 33)

~~CLAIMS MADE (CG 00 34)~~

Named Insured		Policy Number
Coverage Part Effective	Policy Period From To	
LIMITS OF INSURANCE		
Each Common Cause Limit	\$	
Aggregate Limit	\$	
Claim Made (CG 00 34) only		
RETROACTIVE DATE		
(Enter Date or "None" if no Retroactive Date applies.)		
This insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown above.		
Loc./Prem. No.	Classification/Premium Base	Code No.
Total Coverage Part Advance Premium \$		
Endorsements attached to this Coverage Part:		
CG 0710 () HL 00 21 ()		

**LIQUOR LIABILITY COVERAGE PART
DECLARATIONS**

OCCURRENCE (CG 00 33)

Named Insured		Policy Number
Coverage Part Effective	Policy Period From	To
LIMITS OF INSURANCE		
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: <u>SEE SCHEDULES GU-7004 and GU-7009</u>		

Text and Font Comparison

Documents Compared

CG-7009 _Ed 9-01.pdf

CG-7009 _Ed_AQS.pdf

Summary

13 word(s) added

78 word(s) deleted

63 word(s) matched

4 block(s) matched

To see where the changes are, please scroll down.

~~Harleysville Mutual Insurance Company~~

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

OCCURRENCE (CG-00 37)

~~CLAIMS MADE (CG 00 38)~~

Named Insured		Policy Number
Coverage Part Effective	Policy Period From	To
LIMITS OF INSURANCE		
EACH OCCURRENCE LIMIT	\$	
AGGREGATE LIMIT	\$	
Claims Made (CG 00 38) only		
RETROACTIVE DATE		
(Enter Date or "None" if no Retroactive Date applies.)		
This insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown above.		
Classification		Code No.
Total Advance Coverage Part Premium \$		
Endorsements attached to this Coverage Part:		
IL 00 21 ()		

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART DECLARATIONS

OCCURRENCE (CG-00 37)

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

Text and Font Comparison

Documents Compared

CG-7105 _Ed 9-01_ Two or More Policies Issued by Us.pdf

CG-7105 _Ed 12-06_ Non-Pyramiding of Limits.pdf

Summary

141 word(s) added

86 word(s) deleted

66 word(s) matched

23 word(s) differ in font

To see where the changes are, please scroll down.

This endorsement modifies insurance provided under the following:

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

~~CG 7105
(Ed. 9-01)~~

~~TWO OR MORE POLICIES ISSUED BY US~~

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

Two or More Policies Issued By Us:

~~If this policy and any other policy issued to you by us or any company affiliated with us apply to the same occurrence, “personal and advertising injury”, the maximum Limit of Insurance under all the policies shall not exceed the highest applicable Limit of Insurance under any one policy. This condition does not apply to any policy issued by us or any affiliated company specifically to apply as excess insurance over this policy.~~

~~This endorsement must be attached to a Change Endorsement when issued after the policy is written.~~

~~Includes copyrighted material of Insurance Services Office, with its permission.~~

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.

Text and Font Comparison

Documents Compared

CG-7183 _Ed 4-97_ Cemetery Professional Liability.pdf

CG-7183 _Ed 12-06_ Cemetery Prof Liab Endmt.pdf

Summary

760 word(s) added

253 word(s) deleted

27 word(s) matched

6 word(s) differ in font

To see where the changes are, please scroll down.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

CG-7183
(Ed. 4-97)

~~CEMETERY PROFESSIONAL LIABILITY ENDORSEMENT~~

~~1. Insuring Agreement~~

~~We will pay those sums you become legally obligated to pay as "damages" because of "bodily injury", including mental anguish, or "property damage" arising out of any act or omission committed in the conduct of your cemetery operations.~~

~~2. Exclusions~~

~~This insurance does not apply to:~~

- ~~a. Injury to or destruction of property owned by or rented to you;~~
- ~~b. Property held by you for the purpose of sale or advertising display;~~
- ~~c. Property in your care, custody or control other than deceased human bodies, their clothing, other personal effects or cremated remains, casket, urn, vault or like container;~~
- ~~d. "Bodily injury" or "property damage" resulting from an act or omission committed by or with the knowledge of an insured that is a willful violation of a statute or ordinance;~~
- ~~e. Mental anguish arising out of the use of vehicles unless accompanied by "bodily injury".~~

~~3. Amended Definitions~~

~~When used with this coverage "property damage" means:~~

- ~~a. Injury to or destruction of property of others, or~~
- ~~b. Injury to or destruction of deceased human bodies, their clothing or personal effects, or any casket, urn, vault or like container whether or not the injury or destruction arises out of the use of vehicles.~~

~~4. Additional Definition~~

~~When used with this coverage "damages" includes:~~

- ~~a. legal compensation for death, for care and loss of services resulting from "bodily injury".~~
- ~~b. legal compensation for loss of use of property resulting from "property damage" to property of others.~~

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 cemeterian 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 increased 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.

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.

Text and Font Comparison

Documents Compared

PD-0706 _Ed 09-01.pdf

PD-0706 _Ed 12-06.pdf

Summary

34 word(s) added

93 word(s) deleted

126 word(s) matched

5 block(s) matched

To see where the changes are, please scroll down.

POLICY NUMBER	Issuing Town or City	Date	Previous Number	Year Risk New	New <input type="checkbox"/>	Renewal <input type="checkbox"/>	Conversion <input type="checkbox"/>	POLICY NUMBER
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~~Coverage is provided by the company indicated by an "X" below:~~

~~Harleysville Mutual Insurance Company~~

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY POLICY

DECLARATIONS

Coverage For Operations of Designated Contractor

Named Insured and Mailing Address	Agent	Agents Code/Sub
--	--------------	------------------------

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

~~AGGREGATE LIMIT~~ \$ _____
~~EACH OCCURRENCE LIMIT~~ \$ _____

LOCATION OF COVERED OPERATIONS

NAME AND MAILING ADDRESS OF DESIGNATED CONTRACTOR

Classification	Code No.

Total Advance Premium \$ _____

~~Premium shown is payable: \$ _____ at inception and \$ _____ at each anniversary~~

Forms and Endorsements made a part of this Policy at time of issue:

~~HL0024 ()~~
~~CC0000 ()~~

The following material contains important **information** about your policy. **Please read it carefully.**

Countersigned by: _____
 Authorized Representative

_____ Date



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

DECLARATIONS

<p>Named Insured and Mailing Address</p>			
<p>Policy Period: From: _____ To: _____ 12:01 A.M. Standard Time</p>			
<p>Form of Business: <input type="checkbox"/> Individual; <input type="checkbox"/> Partnership; <input type="checkbox"/> Corporation; <input type="checkbox"/> Joint Venture; <input type="checkbox"/> Other: _____</p>			
<p>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.</p>			
<p>LIMITS OF INSURANCE</p> <p style="margin-left: 40px;"><u>EACH OCCURRENCE LIMIT</u> \$ _____</p> <p style="margin-left: 40px;"><u>AGGREGATE LIMIT</u> \$ _____</p>			
<p>LOCATION OF COVERED OPERATIONS</p> <p style="height: 100px;"></p>			
<p>NAME AND MAILING ADDRESS OF DESIGNATED CONTRACTOR</p> <p style="height: 100px;"></p>			
<p align="center">Classification</p>		<p align="center">Code No.</p>	
<p align="right">Total Advance Premium \$ _____</p>			
<p>Forms and Endorsements made a part of this Policy at time of issue: <u>SEE SCHEDULE GU-7004</u></p>			
<p>The following material contains important information about your policy. Please read it carefully. <u>SEE SCHEDULE GU-7009</u></p>			

Countersigned by: _____
Authorized Representative

_____ Date

Text and Font Comparison

Documents Compared

PD-0707 _Ed 9-01_ Railroad Protective Liability Policy.pdf

PD-0707 _Ed 12-06_ Railroad Protective Liability Policy.pdf

Summary

30 word(s) added

89 word(s) deleted

134 word(s) matched

4 block(s) matched

To see where the changes are, please scroll down.

POLICY NUMBER	Issuing Town or City	Date	Previous Number	Year Risk New	New <input type="checkbox"/>	Renewal <input type="checkbox"/>	Conversion <input type="checkbox"/>	POLICY NUMBER
--------------------------	---------------------------------	-----------------	----------------------------	--------------------------	--	--	---	--------------------------

~~Coverage is provided by the company indicated by an "X" below:~~

~~Harleysville Insurance Company~~

DECLARATIONS

RAILROAD PROTECTIVE LIABILITY POLICY

Named Insured and Mailing Address	Agent Agents Code/Sub
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: _____	
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	\$ _____
DESCRIPTION OF OPERATIONS	
JOB LOCATION	
NAME AND MAILING ADDRESS OF DESIGNATED CONTRACTOR	
NAME AND ADDRESS OF INVOLVED GOVERNMENTAL AUTHORITY OR OTHER CONTRACTING PARTY	
Classification	Code No.
Total Advance Premium \$ _____	
Premium shown is payable: \$ _____ at inception and \$ _____ at each anniversary	
Forms and Endorsements made a part of this Policy at time of issue:	
HL0024)	
GG0035)	
The following material contains important information about your policy. Please read it carefully.	

RP

Countersigned by: _____ _____
Authorized Representative **Date**

DECLARATIONS

RAILROAD PROTECTIVE LIABILITY POLICY

Named Insured and Mailing Address	
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: _____	
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	\$ _____
DESCRIPTION OF OPERATIONS	
JOB LOCATION	
NAME AND MAILING ADDRESS OF DESIGNATED CONTRACTOR	
NAME AND ADDRESS OF INVOLVED GOVERNMENTAL AUTHORITY OR OTHER CONTRACTING PARTY	
Classification	Code No.
Total Advance Premium \$ _____	
Forms and Endorsements made a part of this Policy at time of issue: <u>SEE SCHEDULE GU-7004</u>	
The following material contains important information about your policy. Please read it carefully. <u>SEE SCHEDULE GU-7009</u>	

Countersigned by: _____
Authorized Representative

_____ **Date**

Forms Utilization

These endorsements will be used with Commercial General Liability Form CG 00 01 12 01 which was eff. 12-1-07

Exhibit A

FORMS LISTING

Form Number	Edition Date		Form Title	Mandatory, Optional or Elected
NEW				
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-7185	09-08		Limited Pollution Coverage	Optional
CG-7192	02-02		Limited Product Withdrawal Expense Endorsement	
CG-7226	12-06		Exclusion – Aircraft Products	Optional
CG-7228	12-06		Lost Key Coverage	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
CG-7299	09-08		Church Liability Enhancement Endorsement	Optional
CG-7300	09-08		Abuse and Molestation Liability	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
Revised		Old		
	edition			
CG-0710	12-06	09-01	Liquor Liability Coverage Part Declaration	Mandatory
CG-7009	12-06	09-01	Products/Completed Operations Liability Coverage Part Declarations	Mandatory
CG-7105	12-06	09-01	Non-Pyramiding of Limits	Mandatory
CG-7183	12-06	04-97	Cemetery Professional Liability Endorsement	Optional
PD-0706	12-06	09-01	Owners and Contractors Protection Liability Policy Declarations	Mandatory
PD-0707	12-06	09-01	Railroad Protection Liability Protection	Mandatory
	No file numbers for all.			

Withdrawn			
CG-7247	12-04, #91026	Golf Amendatory	n/a
PD-0205	10-94, no file number	Common Policy Declaration	n/a