

SERFF Tracking Number: HNVX-G128016095 State: Massachusetts  
 First Filing Company: The Hanover Insurance Company, ... State Tracking Number:  
 Company Tracking Number: MA11323CG00088  
 TOI: 05.2 CMP Liability Portion Only Sub-TOI: 05.2003 Commercial Package  
 Product Name: \*CL- CL Other  
 Project Name/Number: \*CL- CL Other/MA11323CG00088

## Filing at a Glance

Companies: The Hanover Insurance Company, Massachusetts Bay Insurance Company, Citizens Insurance Company of America

Product Name: *CL- CL Other	SERFF Tr Num: HNVX-G128016095	State: Massachusetts
TOI: 05.2 CMP Liability Portion Only	SERFF Status: Closed-Placed on File	State Tr Num:
Sub-TOI: 05.2003 Commercial Package	Co Tr Num: MA11323CG00088	State Status: Closed-Placed On File
Filing Type: Form/Rate/Rule	Author: SPI Hanover	Reviewer(s): Conrad Ciszek
	Date Submitted: 01/23/2012	Disposition Date: 02/22/2012
Effective Date Requested (New): 03/01/2012		Disposition Status: Placed on File
Effective Date Requested (Renewal): 03/01/2012		Effective Date (New): 03/01/2012
		Effective Date (Renewal): 03/01/2012

## General Information

Project Name: *CL- CL Other	Status of Filing in Domicile:
Project Number: MA11323CG00088	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 02/22/2012	
State Status Changed: 02/22/2012	Deemer Date:
Created By: SPI Hanover	Submitted By: SPI Hanover
Corresponding Filing Tracking Number:	
Filing Description:	
*****Amendment to SERFF Tracking#HNVX-G127349988***** The Hanover Insurance Group has developed these professional liability forms to be used for our insureds who are contractors. We wish to revise forms from our approved professional/Multi-peril filing, SERFF filing ID HNVX-G127349988. We would like to correct minor typographic errors, make very minor changes to the Massachusetts Contractor's Errors and Omissions Coverage Part and the Massachusetts Contractor's Errors and Omissions Coverage Part (Claims-Made) Declarations. In addition, we would like to withdraw the Countrywide Contractor's Errors and Omissions Optional Extended Reporting Period Endorsement and replace it with a Massachusetts specific version with references that coordinate with the Massachusetts Contractor's Errors and Omissions Coverage Part (Claims-Made) Declarations.	

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We have enclosed the revised forms along with side-by-sides. In addition, we have attached the revised rules pages, explanatory memorandum and forms list. Please note, there are no rate changes.

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\*\*\*\*The General Liability declarations pages we will use to comply with M.G.L. 175, Section 18 and 192 were placed on file on 12/19/2005 under DOI filing # 97569. For the Professional Liability declarations pages we will use which will comply with M.G.L. 175, Section 18 and 192 were placed on file on 07/09/2007 under DOI filing # 106388. Please be advised that we are revising these declarations pages with this filing.\*\*\*\*

Hanover Insurance Group proposes to introduce several optional General Liability and Professional Liability endorsements to meet the needs of agents and policyholders. These endorsements offer coverage for specific contractor exposures that are not common in today's marketplace. Hanover will offer Commercial General Liability coverage using our currently filed and approved ISO forms and proprietary forms.

Our filing provides a description of the proposed coverage in each of the newly proposed endorsements, as well as a description of the proposed pricing. These proposed rates are selected based on comparisons with other insurers offering similar coverage.

Enclosed for your review are the corresponding rates, rules, forms and explanatory memoranda along with any required transmittal forms and/or certifications.

Concurrent to this line of business, we are submitting filings for contractors in Professional and Umbrella lines of business. From a marketing perspective, we would like to be able to offer all lines at the same time. Therefore, to the extent possible, any consideration you can give for a coordinated review would be most appreciated. For your convenience, the filings and their SERFF filing numbers are listed below:

- GL - SERFF Filing #HNVX-G127347771
- ML - SERFF Filing #HNVX-G127349988
- PR - SERFF Filing #HNVX-G127345865
- XS - SERFF Filing #HNVX-G127245276

If there are any questions regarding this submission, please feel free to contact this office. Thank you for your time and attention.

## Company and Contact

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**Filing Contact Information**

Jodi Sullivan, State Filings Analyst jo1sullivan@hanover.com  
 440 Lincoln Street 508-855-2312 [Phone]  
 Worcester, MA 01653 508-855-4786 [FAX]

**Filing Company Information**

The Hanover Insurance Company	CoCode: 22292	State of Domicile: New Hampshire
440 Lincoln Street	Group Code: 88	Company Type:
Worcester, MA 01653	Group Name: The Hanover Insurance Group	State ID Number:
(508) 853-7200 ext. [Phone]	FEIN Number: 13-5129825	

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Massachusetts Bay Insurance Company	CoCode: 22306	State of Domicile: New Hampshire
440 Lincoln Street	Group Code: 88	Company Type:
Worcester, MA 06153	Group Name: The Hanover Insurance Group	State ID Number:
(508) 853-7200 ext. [Phone]	FEIN Number: 04-2217600	

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Citizens Insurance Company of America	CoCode: 31534	State of Domicile: Michigan
440 Lincoln Street	Group Code: 88	Company Type:
Worcester, MA 01653	Group Name: The Hanover Insurance Group	State ID Number:
(508) 853-7200 ext. [Phone]	FEIN Number: 38-0421730	

**Filing Fees**

Fee Required?	Yes
Fee Amount:	\$1,125.00
Retaliatory?	No
Fee Explanation:	\$75 per Filing Company is required for every policy (or coverage part) and form filing that does not contain a policy (or coverage part) x 3 forms x 3 companies = \$675 plus a filing fee of \$150 per Filing Company for every rate and rule filing x 3 companies = \$450. Total \$1125
Per Company:	Yes

*SERFF Tracking Number:*      *HNXX-G128016095*                      *State:*                      *Massachusetts*  
*First Filing Company:*      *The Hanover Insurance Company, ...*                      *State Tracking Number:*  
*Company Tracking Number:*      *MA11323CG00088*  
*TOI:*                      *05.2 CMP Liability Portion Only*                      *Sub-TOI:*                      *05.2003 Commercial Package*  
*Product Name:*                      *\*CL- CL Other*  
*Project Name/Number:*                      *\*CL- CL Other/MA11323CG00088*

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Hanover Insurance Company	\$375.00	01/23/2012	55702019
Massachusetts Bay Insurance Company	\$375.00	01/23/2012	55702020
Citizens Insurance Company of America	\$375.00	01/23/2012	55702021

### **State Specific**

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

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Placed on File	Conrad Ciszek	02/22/2012	02/22/2012

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Status Response	Note To Filer	Conrad Ciszek	02/15/2012	02/15/2012
Status Request	Note To Reviewer	SPI Hanover	02/15/2012	02/15/2012
SERFF Tracking Number: HNVX-G128016095	Note To Filer	Carla Kelton	01/23/2012	01/23/2012

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## Disposition

Disposition Date: 02/22/2012  
 Effective Date (New): 03/01/2012  
 Effective Date (Renewal): 03/01/2012  
 Status: Placed on File  
 Comment:

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	# of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where required):	Minimum % Change (where required):
The Hanover Insurance Company	0.000%	0.000%	\$0	0	\$0	0.000%	0.000%
Massachusetts Bay Insurance Company	0.000%	0.000%	\$0	0	\$0	0.000%	0.000%
Citizens Insurance Company of America	0.000%	0.000%	\$0	0	\$0	0.000%	0.000%

### 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

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**Effect of Rate Filing - Number of Policyholders Affected** 0

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	State Submissions List		Yes
Supporting Document	Policy Endorsement List		Yes
Supporting Document	Annotated Comparison		Yes
Supporting Document	Form Utilization List		Yes
Supporting Document	Checklist(s)		Yes
Supporting Document	Rate Filing Abstract (SRB-RA)		Yes
Supporting Document	Loss Cost Adoption Form (SRB-LC)		Yes
Supporting Document	Rate Deviation Abstract (SRB-DV)		Yes
Supporting Document	Letter of Authorization		Yes
Supporting Document	Statement of Variability		Yes
Supporting Document	Actuarial Memorandum - Property and Casualty Insurance		Yes
Supporting Document	Certification of Compliance		Yes
Form	MASSACHUSETTS CONTRACTOR'S ERRORS AND OMISSIONS - OPTIONAL EXTENDED REPORTING PERIOD ENDORSEMENT		Yes
Form	MASSACHUSETTS - CONTRACTOR'S ERRORS AND OMISSIONS (CLAIMS-MADE) - DECLARATIONS		Yes
Form	MASSACHUSETTS CONTRACTOR'S ERRORS AND OMISSIONS COVERAGE PART		Yes
Rate	Massachusetts Exception Pages		Yes



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**Note To Filer**

**Created By:**

Conrad Ciszek on 02/15/2012 09:23 AM

**Last Edited By:**

Conrad Ciszek

**Submitted On:**

02/22/2012 10:36 AM

**Subject:**

Status Response

**Comments:**

Thank you for your status note. Please note the filing was received on 1/24/12 subsequent to the filing assignment. As indicated in Carla Kelton's acknowledgement note, "Our goal is to have your filing under our review for no more than 60 days." As we are currently within the timeframe of that aimed completion goal, the filing remains pending review. We will notify you of any forthcoming developments and or dispositions. With regards to submission of filing status requests, please adhere to the provisions of Bulletin 89-02 requiring filers to allow a passage of a minimum of 45 days from the date of receipt by the Division of Insurance before contacting the Division with status requests. Please refer to the attached copy of the Bulletin. Thank you.



THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF CONSUMER AFFAIRS AND BUSINESS REGULATION  
DIVISION OF INSURANCE  
280 FRIEND STREET BOSTON 02114  
16171 727-7189

ROGER M. SINGER  
COMMISSIONER OF INSURANCE

May 18, 1989

TO: ALL PROPERTY AND CASUALTY INSURERS AND RATING BUREAUS  
LICENSED IN THE COMMONWEALTH OF MASSACHUSETTS

FROM: Roger M. Singer *RMS*

SUBJECT: DIVISION OF INSURANCE BULLETIN SRB 89-02  
EFFECTIVE JULY 1, 1989

The enclosed Bulletin SRB 89-02 summarizes the minimum filing requirements for all licensed Property/Casualty insurers and Rating Bureaus, for most Property and Casualty lines of insurance. These requirements and guidelines, which expand upon the procedural instructions set forth in Bulletin SRB 89-01, represent the Division's first attempt to provide uniform standards and resolve in writing many administrative and technical issues.

Many of the Bulletin elements are designed to complement the automation of the entire Policy Review Section, and as such should serve to improve the Section's review and disposition of all rate, rule and form/endorsement filings and related submissions. Further bulletins will be issued for Life and Health insurance.

Please reproduce the enclosed and disseminate it to any staff member responsible for filing content and documentation for Property/Casualty insurance programs in Massachusetts. Your full cooperation in this regard will minimize any transitional problems. As the need for clarification or amendment arises, the Division will again notify you by bulletin.

MASSACHUSETTS DIVISION OF INSURANCE

BULLETIN SRB 89-02

GUIDELINES, PROCEDURES AND REQUIREMENTS  
FOR PROPERTY AND CASUALTY FILINGS AND RELATED DOCUMENTS  
JULY 1, 1989

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Loss Cost Forms

MASSACHUSETTS INSURANCE DIVISION

BULLETIN SRB 89-02

GUIDELINES, PROCEDURES AND REQUIREMENTS  
FOR PROPERTY AND CASUALTY FILINGS AND RELATED DOCUMENTS  
JULY 1, 1989

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INTRODUCTION/PURPOSE

This bulletin is designed to provide licensed insurers and rating or advisory organizations with instructions and uniform submission requirements for all property and casualty insurance products filed, in accordance with Massachusetts General Laws, Chapters 174A, 175 and 175A, and dated on or after July 1, 1989.

The instructions and requirements contained herein, while not all inclusive, supercede any prior requirements, formal or informal, written or verbal. Additional requirements or requests may apply on any individual submission, as deemed appropriate by the Division of Insurance. At a minimum however, it is expected that all filers will receive a timely response to any submission to the extent that the requirements below are followed. Filings or related submissions which are found to be incomplete or inconsistent with these instructions or any applicable Massachusetts General Law or Regulation will either be returned "unfiled" at the filer's expense or disapproved in accordance with applicable Massachusetts General Law. In any event, the onus is on the filer to abide by the minimum requirements contained herein; the filer should not, as a rule, expect a letter itemizing those areas which are not in conformance with this bulletin.

All filings and related submissions will be processed in a timely manner and will be acknowledged, approved, disapproved accepted as information or returned "unfiled" within the applicable statutory time frame. Likewise, any additional requests for supporting information will be communicated within statutory time frames. To the extent, or for whatever reason the Division is unable to meet such time frames, company action under existing filing statutes may be required.

This bulletin may be amended or supplemented at any time. We will always endeavor to provide all licensed insurers and rating organizations ample advance notice, and any amendments or supplements will not take effect for at least 30 days following written notice.

All questions and comments or concerns should be directed to:

Ken Zanetti  
Supervisor, Property/Casualty Lines  
Policy Review Section  
State Rating Bureau  
(617) 727-7189 ext. 426

I. GENERAL PROCEDURES AND REQUIREMENTS - ALL SUBMISSIONS:

A. Construction/Format: All property/casualty filings or related submissions should be submitted in the following format, with required materials in the sequence as noted:

1. Filing Letter: Filing letters must be submitted in duplicate. Checks to cover any applicable filing fee should be stapled to the front of the original filing letter, top, left. A self-addressed and stamped envelope should be stapled to the duplicate letter, top, left. The caption of the filing or submission letter should contain the following:

- Company name (list if more than one)
- Company NAIC Identification(s)
- Line and/or Subline of Insurance
- Submission identification, i.e., independent filing, deviation, consent to rate, etc.
- Type of Submission: Rates, Rating Rules, Forms/Endorsements, Rating Plan, etc.
- Company submission identifier (if any)
- Company name of program (if any)

EXAMPLE: ABC Insurance Company Inc.  
NAIC I.D. 11111  
General Liability/Products  
Independent-Rates  
GL 89 DWP-PRD-1-R  
Deluxe Widget Program

The text of the filing or submission letter should provide a brief explanation of the filing, whether it represents a new program, a renewal of an existing deviation, a replacement or amendment to an existing program, etc. If the filer is a member of a rating or advisory organization, and such information is relevant to the submission, it should be stated in the letter. Finally, no filing is complete without a proposed effective date, as well as a rule of application for the effective date, e.g., "these changes are applicable to all policies written on or after \_\_\_\_\_" **NOTE: DO NOT SUBMIT MORE THAN ONE ORIGINAL LETTER AND ONE DUPLICATE REGARDLESS OF THE NUMBER OF COMPANIES FOR WHICH FILING IS SUBMITTED**

2. Table of Contents: A table of contents is required if the entire submission, excluding the filing letters, exceeds 10 pages.

3. Explanatory Memorandum: Required on all rating or advisory organization filings and any independent programs of any length, the memorandum should provide detailed explanations of the program and its revisions.

I. A. (cont.):

4. Massachusetts Division of Insurance Forms and Abstracts - As required with Bulletin SFB 89-01

The submission may require the attachment of one or more of the following Division forms which are explained further in this Bulletin:

- SRB-RA-1 - Rate Filing Abstract
- SRB-DV-1 - Deviation Abstract
- SRB-DV-2 - MGL Chp 175, Sect. 193R Filings
- SRB-CR-1 - Consent To Rate Form
- SRB-CR-2 - Restriction of Coverage End.
- SRB-FE-1 - Independent Programs - Abstract
- SRB-FE-2 - Bureau-Compatible Programs

GRP/MASS MERCHANDISING

5. Side-By-Side Comparisons: Any revision of an existing program which exceeds 10 pages (excluding the filing letter and any division forms) must include a side-by-side comparison of the present language or rule and the proposed language or rule. Side-by-side comparisons are not required for rate level filings. If the submission is less than 10 pages, the proposed changes should be underlined and the existing language bracketed. The format of the side-by-side comparison is as follows:

<u>PRESENT</u>	<u>PROPOSED</u>	<u>INTENT</u>
----------------	-----------------	---------------

6. Filing or Submission Document: Please submit only one copy of the actual filing, regardless of the number of companies for which filing is submitted. This is the filer's document as it would be submitted for approval or acknowledgment. It is assumed all supporting information of any type will be included in the document. To the extent that the document is not technically supported, delay in the review process or disapproval is likely.

7. Combinations of types of filings:

- a. Forms and/or Endorsements may not be combined with Rates and/or Rating Rules in the same filing.
- b. Deviations may not be combined with any other type of filing or submission.
- c. Restrictions of Coverage or Consent to Rate applications must be submitted individually
- d. Individual Risk Rate Applications need not be filed.

All of the above are explained in more detail in other sections of this bulletin.

8. Page numbering: The pages of any filing or related submission document must be numbered sequentially (excluding the filing letters).

If an Explanatory Memorandum is required, as per I.A.3 above, the memorandum should reference the appropriate page for each item discussed. Likewise, where a side-by-side comparison is required under I.A.5 above, the comparison should indicate on which page of the filing the change is made.

The pages of the document should be numbered on the lower right side, and such numbering is in addition to any other numbering system the filer may use. For example, the filer may be revising its Manual pages ML13 through ML21, and such page numbers are already printed and used in the filing. The filing numbering for these pages would be pages 1 through 9.

- B. Filing Fees: As explained in Division of Insurance bulletin, dated January 23, 1989, Filing Fees for Policy and Rate filings have been increased effective February 2, 1989. This section clarifies the prior bulletin for Property/Casualty filings.

1. Forms and/or Endorsements filings require a fee of \$75.00. As noted under I.A.7.a above, Forms and/or Endorsements may not be combined with Rates and/or Rating Rules, in the same filing. The fee applies per filing, NOT per company nor per form/endorsement.
2. Rate filings require a fee of \$150.00; as with forms/endorsements, fees are per filing, NOT per company. For the purposes of this bulletin as well as the Filing Fee bulletin issued on January 23, 1989, a rate filing is:

- any filing made under the provisions of MGL Chapters 174A or 175A,
- independent of any rating or advisory bureau filing,
- which proposes new or changes to Base Rates,
- for any line/subline or program of insurance controlled by MGL Chapters 174A or 175A, and
- which is or should be fully supported and documented by the filer's own ratemaking data in accordance with Division of Insurance guidelines, and
- which may or may not include in the same submission revisions to rating rules, plans, relativities or classifications.

I. B. (cont.)

The following are not considered Rate Filings:

- Rate, Rating Rule or Rating Plan deviations submitted in accordance with Section 9 of MGL Chapters 174A or 175A.
- Consent to Rate filings submitted in accordance with Section 6.d. of MGL Chapters 174A or 175A.
- Applications for Restrictions of Coverage, controlled by Section 6.d of MGL Chapters 174A or 175A.
- Applications submitted in accordance with MGL Chapter 175, Section 193R, Group Marketing/Mass Merchandising.
- The following, unless submitted with any proposal which otherwise would be considered a rate filing: Rating Rules, Rating Plans, Relativity revisions, Classifications, or Statistical Plans.

Filings which should be, but are not, accompanied with the filing fee will be returned to the filer "unfiled" at the filer's expense. Filings accompanied by a fee below the amount required will likewise be returned.

- C. Statutory Filing Requirements: All filers are expected to be thoroughly familiar with any and all provisions of MGL Chapters 174A, 175 and 175A. These statutes delineate the lines of insurance which they control, the requirements and obligations of all filers, the scope of regulatory authority, and actions the filer may or may not take with regard to any filings made under such statutes. Implementation of any filing which is otherwise subject to regulatory review, in accordance with MGL Chapters 174A, 175 or 175A, may be permissible if no formal Division acknowledgement is received or if no formal requests for supporting information have been issued by the Division. Further, implementation as noted above can be effected only if:
- the filing is fully documented in accordance with any requirements under this bulletin;
  - the original effective date is in accordance with statutory requirements; and,
  - the implementation date is the effective date as originally proposed; and,
  - the Division of Insurance is notified of your action within 30 days after the implementation date.
- D. Filings - Follow up with Division: The filer of any document should not follow-up or send second or third requests for action until at least 45 days have transpired since document submission.



II. RATE FILINGS:

SRB-RA-1

A. Application Of This Section:

This section applies to all Rate Filings as defined under Section I.B.2 of this bulletin. All of the provisions of Section I apply to this section except Section I.A.5. (Side-by-Side Comparisons).

B. Filing Documentation:

1. Technical Documentation: It is the sole responsibility of the filer to fully support any rate level filing submitted to the Division of Insurance. Technical documentation underlying each component of the proposed rate level change is mandatory. All assumptions underlying the derivation of the proposed rates must be stated explicitly and supported quantitatively to the extent possible. In addition to the filer's supporting information, all Rate Level filings submitted under this section must include a completed and signed RATE FILING ABSTRACT - SRB-RA-1 as discussed below.
2. Rate Filing Abstract - SRB-RA-1: Each insurer or Rating Bureau is responsible for reproducing and accurately completing this and any other Division form referenced in this bulletin. This form merely summarizes information which should be provided in detail elsewhere in the filing document. Completion of this form does not relieve the filer of the technical documentation required in II.B.1 above.
3. Final Calculated Rates: Every Rate Filing shall contain an exhibit highlighting the final calculated rates by class, territory or any other variable as is customary for the line of insurance. The Exhibit should include the following:

CURRENT RATE	PROPOSED RATE	% DIFFER.
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The rates as shown on this exhibit should include the effect of any current or proposed relativity or other equity adjustments.

Submission of final printed manual pages is not a requisite for filing approval or acknowledgment. Final manual pages may be submitted subsequent to the Division approval/acknowledgment or the filer's implementation.

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III. DEVIATIONS - RATES, RATING RULES AND RATING PLANS:

A. Section 9 of MGL Chapters 174A and 175A:

1. Deviation requests in accordance with the above Statutes apply only:
  - a. to rates, rating rules and rating plans;
  - b. filed by a licensed Rating Bureau;
  - c. on behalf of an insurer which has given the Rating Bureau authorization to make such filings; provided however, that,
  - d. the Commissioner shall approve such deviations for a period not to exceed one year.

DEVIATIONS MAY BE RENEWED ANNUALLY, PROVIDED THAT THE BUREAU RATES, RULES OR PLANS HAVE NOT BEEN REVISED DURING THE APPROVED ANNUAL DEVIATION PERIOD.

2. Deviations :

- a. do not apply to forms and/or endorsements filed by a Rating Bureau; and,
- b. do not require a filing fee; and,
- c. may not be combined with any other type or category of filing or submission.

3. Attach completed and signed Massachusetts Insurance Division Form SRB-DV-1 to any original or renewal deviation request.

B. Section 193R of Chapter 175: SRB-DV-2

Section 193R of Chapter 175 applies to Group Marketing/Mass Merchandising Plans for Homeowners and Private Passenger Automobile. While the provisions of this section do not meet the statutory definition of a deviation as noted in III.A. above, requests for permission to offer coverage under Section 193R are accorded the same treatment as other deviations. Attach completed and signed Division of Insurance Form SRB-DV-2 to any original or renewal request under this statute.

IV. CONSENT TO RATE/RESTRICTIONS OF COVERAGE: SRB-CR-1

A. Consent to Rate Applications:

Section 6.d. of Chapters 174A and 175A permits any insurer to use a rate in excess of an otherwise applicable rate on any individual insured's policy, for any line of insurance subject to filing requirements under MGL Chapters 174A and 175A, provided:

1. The insured policyholder makes written application to the Division of Insurance; which,

2. states his reasons for the increased excess rate and,
3. the Commissioner of Insurance approves the application.

Consent to Rate filings are no longer complete without the attachment of Division of Insurance Form SRB-CR-1. This form must, in addition to the filing letter (as instructed under Section I of this bulletin), be submitted in duplicate, fully completed and signed by the insured policyholder. NO OTHER FORM IS OR WILL BE ACCEPTABLE. Item 8 on Form SRB-CR-1 requires the reason(s) for the excess rate. NO LONGER ACCEPTABLE ARE REASONS SUCH AS: "Unable to get at Market".

There are no statutory timeframes within which the Commissioner must act for Consent to Rate applications. The Division of Insurance will make its best effort to review and approve or decline such applications within 30 days from receipt; provided that:

1. the Form SRB-CR-1 is submitted as required above; and,
2. the application, including Form SRB-CR-1 is received by us at least 30 days prior to the proposed effective date.

If the above conditions have been met, and the filer has not received any notification from the Division as to the approval or declination of the application, the filer may assume that the Division has no official problem, questions or comments with the application. Such rate may then be used.

B. Restrictions of Coverage:

SRB-CR-2

As opposed to issuing a standard policy with a rate in excess of the otherwise applicable rate, as noted in IV.A. above, an insurer is permitted to restrict the coverage otherwise applicable, on an individual risk basis, with no rate or premium consideration. The Division of Insurance interprets Section 6.d. of Chapters 174A and 175A to control such Restrictions of Coverage.

All applications for Restriction of Coverage must be accompanied by a completed and signed Division of Insurance Form SRB-CR-2, in duplicate, and subject to any other general guidelines as noted under Section I of this bulletin. NO OTHER FORM IS ACCEPTABLE TO THE DIVISION. The Division insists on complete and accurate reasons for the proposed Restriction of Coverage; and, as noted on Form SRB-CR-2, new requirements are being imposed regarding justification for the restriction(s). The conditions and timeframes noted above under Section IV.A. apply likewise to Restrictions of Coverage.

V. (a) RATING AND INDIVIDUAL RISK RATING NOT SUBJECT TO SECTION IV. ABOVE:

A. Application of this Section:

This Section applies to any policy of insurance or rate for any policy of insurance which by custom or by virtue of an approved classification and rating system does not have an approved, actuarially justified rate for any one or all classifications, or which, by virtue of the nature of the risk insured, must be individually rated.

This Section applies to all (a) rates, whether guide (a), "pure" (a), or unfiled (a) rates as defined below:

(a) rates: rates for classes of special risks for which the premium and loss data lack sufficient homogeneity to calculate meaningful rates.

guide (a) rates: Class average rates for special classes of risks, which require more frequent individual risk modification than manual rates.

"pure" (a) rates: rates for classes where a class average rate, even if calculable, cannot reasonably be used for most individual risks without substantial modifications.

unfiled (a) rates: all "pure" (a) rates and modifications to published guide (a) rates.

B. Procedures:

Except with regard to guide (a) rates suggested by any licensed Rating Bureau, there are no formal filing requirements for (a) rates per se. Any insurer issuing a policy of insurance which is in whole or in part rated on an (a) rate basis need not file any material with the Division. The insurer using such (a) rates must maintain complete and accurate documentation for each policy rated on this basis. Such documentation is subject to any reasonable demand by the Division for review of such files or for Premium, Loss, Claim or other approved statistical plan records, on an individual basis or summarized. With regard to guide (a) rates suggested by any licensed Rating Bureau, any insurer departing above the suggested rate(s), must annually submit a summary of those policies affected by the departure.

VI. RATING PLANS:

This topic will be discussed in a future bulletin.

VII. INDEPENDENT COMPANY PROGRAMS: SRB-FE-1

A. Application of this Section:

This Section applies to any:

1. Forms and/or endorsements,
2. Rates or Rating Plans,
3. Rating Rules or,
4. Classifications/Territories or,
5. Any combination of the above,

And:

1. which an insurer or group of insurers files on its own behalf; or,
2. for which no Rating Bureau has filed a substantially similar program or product, where the insurer is a member of a Rating Bureau.

Filings made under this Section:

1. must be supported solely by the filer, and
2. in the case of Rates or Forms/Endorsements require filing fees as outlined in Section I of this bulletin.

THIS SECTION DOES NOT APPLY TO BUREAU COMPATIBLE PROGRAMS SUBMITTED BY MEMBERS OR SUBSCRIBERS OF LICENSED RATING BUREAUS. FOR SUBMISSIONS OF THIS TYPE, SEE SECTION VIII BELOW.

B. Requirements:

All of the requirements of any section of this bulletin not in conflict with the following apply:

1. In addition to any other requirement of this bulletin, filings submitted under this Section must contain a completed and signed Division of Insurance Form SRB-FE-1. NO OTHER FORM IS ACCEPTABLE.

CAUTION: IF YOU ARE A MEMBER OR SUBSCRIBER OF A LICENSED RATING BUREAU, WHICH ALSO ACTS AS YOUR STATISTICAL AGENT, SPECIAL INSTRUCTIONS REGARDING VERIFICATION OF "INDEPENDENT" STATUS ARE CONTAINED ON FORM SRB-FE-1. PLEASE READ THE FORM CAREFULLY.

VIII. BUREAU-COMPATIBLE PROGRAMS:

SRB-FE-2

A. Application of this Section:

This Section is applicable to any insurer submission which relates in whole or in part to an approved Bureau filing, filed on the insurer's behalf. This Section applies to:

1. Non-adoptions of Bureau-filed programs
2. Changes of effective dates or delays in implementation of Bureau-filed programs, and
3. Non-substantive modifications of Bureau-filed Programs.

All other sections of this bulletin not in conflict with this section shall apply.

B. Requirements:

All submissions under this Section shall contain a completed and signed Division of Insurance Form SRB-FE-2. NO OTHER FORM IS ACCEPTABLE.

This form may be in addition to any other form required.

Submissions under this Section do not require a filing fee.

IX. REFERENCE FILINGS:

An insurer or group of insurers may apply to adopt, by reference a filing or program of any other insurer, group of insurers or licensed Rating Bureau. Such application shall be treated as an Independent Filing in accordance with Section VII of this Bulletin, and thus be subject to all other requirements of this Bulletin.

The burden of support/documentation for any reference filing falls solely on the insurer. Further, where the referenced material is copywritten, the filer must insure to the satisfaction of this Division that any required release of copywrite has been obtained.

X. EXEMPTIONS FROM REQUIREMENTS OF THIS BULLETIN

This bulletin and the requirements contained herein apply to all property and casualty lines of insurance which fall subject to Massachusetts General Laws Chapters 174A, 175 and 175A, except that the requirements of this bulletin shall not apply to Workers Compensation Rate and Rating Rule Filings, to Medical Malpractice Rate and Rating Rule Filings, nor to Private Passenger Automobile Rates Rating Rule or Form/Endorsement filings.

*SERFF Tracking Number:*      *HNVX-G128016095*                      *State:*                      *Massachusetts*  
*First Filing Company:*      *The Hanover Insurance Company, ...*                      *State Tracking Number:*  
*Company Tracking Number:*      *MA11323CG00088*  
*TOI:*                      *05.2 CMP Liability Portion Only*                      *Sub-TOI:*                      *05.2003 Commercial Package*  
*Product Name:*                      *\*CL- CL Other*  
*Project Name/Number:*                      *\*CL- CL Other/MA11323CG00088*

**Note To Reviewer**

**Created By:**

SPI Hanover on 02/15/2012 07:42 AM

**Last Edited By:**

Conrad Ciszek

**Submitted On:**

02/22/2012 10:36 AM

**Subject:**

Status Request

**Comments:**

Good Morning,

At your convenience, can you please provide a status on this filing?

Thank you for your time and attention.

*SERFF Tracking Number:*      *HNVX-G128016095*                      *State:*                      *Massachusetts*  
*First Filing Company:*      *The Hanover Insurance Company, ...*                      *State Tracking Number:*  
*Company Tracking Number:*      *MA11323CG00088*  
*TOI:*                      *05.2 CMP Liability Portion Only*                      *Sub-TOI:*                      *05.2003 Commercial Package*  
*Product Name:*                      *\*CL- CL Other*  
*Project Name/Number:*                      *\*CL- CL Other/MA11323CG00088*

**Note To Filer**

**Created By:**

Carla Kelton on 01/23/2012 02:35 PM

**Last Edited By:**

Conrad Ciszek

**Submitted On:**

02/22/2012 10:36 AM

**Subject:**

SERFF Tracking Number: HNVX-G128016095

**Comments:**

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



SERFF Tracking Number: HNVX-G128016095 State: Massachusetts  
 First Filing Company: The Hanover Insurance Company, ... State Tracking Number:  
 Company Tracking Number: MA11323CG00088  
 TOI: 05.2 CMP Liability Portion Only Sub-TOI: 05.2003 Commercial Package  
 Product Name: \*CL- CL Other  
 Project Name/Number: \*CL- CL Other/MA11323CG00088

## Form Schedule

Schedule Item Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
	MASSACHUSETTS CONTRACTOR'S ERRORS AND OMISSIONS - OPTIONAL EXTENDED REPORTING PERIOD ENDORSEMENT	421-2296	01 12	Endorsement/Amendment/Conditions	New		0.000	421-2296 01 12 MA Contractors EO Optional ERP Endorsement.PDF
	MASSACHUSETTS - CONTRACTOR'S ERRORS AND OMISSIONS (CLAIMS-MADE) - DECLARATIONS	421-2166	01 12	Declaration	Replaced	Replaced Form #:0.000 Previous Filing #:		REVISED 421-2166 01 12 MA Contractor's EO CM DEC.PDF
	MASSACHUSETTS CONTRACTOR'S ERRORS AND OMISSIONS COVERAGE PART	421-2164	01 12	Other	Replaced	Replaced Form #:0.000 Previous Filing #:		REVISED 421-2164 01 12 Contractors E&O Coverage Part CLAIMS MADE.PDF

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MASSACHUSETTS CONTRACTOR'S ERRORS AND OMISSIONS – OPTIONAL EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

CONTRACTOR'S ERRORS AND OMISSIONS COVERAGE PART

### SCHEDULE

Additional Premium for the Optional Extended Reporting Period: \$

Effective Dates for the Optional Extended Reporting Period:

12:01 A.M. on <<mm/dd/yyyy>> to 12:01 A.M. on <<mm/dd/yyyy>>

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

1. An Optional Extended Reporting Period Endorsement is provided, as described in **SECTION VI – EXTENDED REPORTING PERIODS**.
2. The reporting period for "claims" covered under the Contractor's Errors and Omissions Coverage Part shall be extended to apply to any "claims" first made against the insured during the times indicated above. Coverage applies only with respect to "claims" arising out of "wrongful acts" occurring prior to the end of the "policy period", but not before the Retroactive Date, if any, shown on the Massachusetts Contractor's Errors and Omissions Coverage Part (Claims-Made) Declarations.
3. This endorsement will not take effect unless the required additional premium is paid in full prior to the beginning effective date of the Optional Extended Reporting Period Endorsement. The premium for this endorsement shall be considered fully earned upon the beginning effective date.
4. The Contractor's Errors and Omissions Aggregate Limit of Insurance for any Extended Reporting Period shall be part of, and not in addition to the Contractor's Errors and Omissions Aggregate Limit of Insurance shown in **Item 2** on the Massachusetts Contractor's Errors and Omissions Coverage Part (Claims-Made) Declarations.
5. The Optional Extended Reporting Period will not reinstate or increase the Contractor's Errors and Omissions Limits of Insurance.
6. Notwithstanding any other provision of the policy or this endorsement, this endorsement shall not provide any coverage for "claims" arising out of "wrongful acts" occurring after the end of the "policy period".

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

## MASSACHUSETTS- CONTRACTOR'S ERRORS AND OMISSIONS COVERAGE PART (CLAIMS-MADE) DECLARATIONS

Policy Number	Policy Period 12:01 A. M., standard time		Coverage is provided by:	Agency Code
	From	To		

<b>Named Insured and Address:</b>	<b>Agent:</b>

**LIMITS OF INSURANCE**

Item 1. Covered Operations of the Named Insured	Covered Operations:
Item 2. Limits of Insurance	Per Claim Limit                      \$
	Aggregate Limit                         \$
Item 3. Deductible Amount	Deductible – Each Claim             \$

**RETROACTIVE DATE**

This insurance does not apply to "wrongful acts" which occurred before the Retroactive Date, If any, Shown Here \_\_\_\_\_  
(Enter Date or "None" if no retroactive date applies)

<b>PREMIUM</b>	
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**FORMS AND ENDORSEMENTS** (Other than Applicable Forms and Endorsements Shown Elsewhere in the Policy)

Forms and Endorsements Applying to this Coverage Part and Made Part of this Policy at Time of Issue:

THIS IS CLAIMS-MADE AND REPORTED COVERAGE. PLEASE READ THE ENTIRE FORM CAREFULLY

## MASSACHUSETTS CONTRACTOR'S ERRORS AND OMISSIONS COVERAGE PART

### CLAIMS-MADE WARNING

**NOTICE: THIS COVERAGE PART PROVIDES COVERAGE ON A CLAIMS-MADE AND REPORTED BASIS. SUBJECT TO ITS TERMS, THIS COVERAGE PART APPLIES ONLY TO "CLAIMS" FIRST MADE AGAINST THE INSURED(S) AND REPORTED TO US IN WRITING DURING THE "POLICY PERIOD", AUTOMATIC EXTENDED REPORTING PERIOD OR ANY PURCHASED OPTIONAL EXTENDED REPORTING PERIOD THAT MAY APPLY. PLEASE READ THE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, COVERAGE AND COVERAGE RESTRICTIONS.**

Various provisions in this Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the "Named Insured(s)" shown in the Declarations and any other person(s) or organization(s) qualifying as a "Named Insured" under this Coverage Part. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED.**

Other words and phrases that appear in "quotations" have special meaning. Refer to **SECTION V – DEFINITIONS.**

### SECTION I – COVERAGE

#### A. Insuring Agreement

1. We will pay, on behalf of the insured, those sums that the insured becomes legally obligated to pay as damages because of a "claim" arising out of a "wrongful act" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. We may at our discretion investigate and settle any "claim" or "suit" that may result. But:
  - a. The amount we will pay for damages is limited as described in **2.** below and in **SECTION III - LIMITS OF INSURANCE;** and
  - b. 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
2. We will pay only:
  - a. The actual cost of repairs if repairs are made by others; or
  - b. 80% of your normal and customary labor charges and 80% of your retail cost of materials if repairs are made by:
    - (1) You; or
    - (2) A company with which you are affiliated.
3. This insurance applies to all "wrongful acts" only if:
  - a. The "claim" is first made and reported to us in writing, in accordance with Paragraphs **4.** and **6.** below, during the "policy period" or any Extended Reporting Period we provide under **SECTION VI – EXTENDED RE-**

unless explicitly provided for under **SECTION I – COVERAGE,** Paragraph **C. Supplementary Payments.**

**PORTING PERIODS;**

- b. The "wrongful act" did not occur after the end of the "policy period" or before the Retroactive Date, if any, shown on the Declaration. The Retroactive Date is the specific date entered on the Declaration, or if "none" or no date is entered, the policy effective date shown in the Declaration; and
  - c. The insured did not give notice of such "wrongful act" to any prior insurer.
4. A "claim" by a person or organization seeking damages will be deemed to have been made at the earliest of the following times:
- a. When an insured reports to us an incident or circumstance that may lead to a "claim" or loss;
  - b. When notice of such "claim" is first received by an owner, partner, member, manager, "executive officer" or designated risk manager, or similar office or position, of the "Named Insured"; or
  - c. When notice of such "claim" is received in writing by us.
5. All "claims" of damages to the same person or organization will be deemed to have been made at the same time the first of such "claims" is made against any insured.
6. A "claim" is first reported to us when we or any of our authorized agents first receive written notice from an insured that a "claim" has been made or will be made.
7. This insurance applies to "wrongful acts" which take place anywhere in the world, provided the "claim" is brought against the insured within the United States of America, its territories or possessions or Canada.

**B. Exclusions**

This insurance does not apply to:

**1. Asbestos**

Any "claims" arising out of any actual or alleged:

- a. Inhaling, ingesting or prolonged physical exposure by any person to

asbestos or asbestos fibers or goods or products containing asbestos; or

- b. Use of asbestos in constructing or manufacturing any good, product or structure; or
- c. Intentional or accidental removal including encapsulation, dispersal, sealing or disposal of asbestos or asbestos fibers from any good, product or structure; or
- d. Manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos; or
- e. Product manufactured, sold, handled or distributed by or on behalf of you which contains asbestos; or
- f. "Wrongful acts" in connection with the general supervision of any job involving the removal, enclosure, encapsulation, dispersal, sealing, or disposal of asbestos, asbestos fibers or products containing asbestos.

General supervision includes the rendering of or failure to render any instructions, recommendations, warnings, or advice.

**2. Bankruptcy**

Any "claim" arising out of any insured's insolvency or bankruptcy.

**3. Bodily Injury, Personal and Advertising Injury, Property Damage**

- a. "Bodily injury", "personal and advertising injury"; or
- b. "Property damage" to property other than "your product", "your work" or "impaired property".

**4. Bridges, Dams and Tunnels**

Any "claim" arising out of:

- a. Bridges exceeding 150 feet in length;
- b. Dams;
- c. Cofferdams;
- d. Levees;
- e. Tunnels;
- f. Elevated highways; or
- g. Dikes.

**5. Contractual**

Any liability of others assumed by the insured under any contract or agreement,

whether oral or in writing. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

**6. Delay**

Any "claim" arising out of a delay or failure to complete a contract or project, or to complete a contract or project on time.

**7. Electronic Data**

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

**8. Engineering, Architectural and Surveying Services Professional Liability**

Any "claim" arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:

- a. Providing engineering, architectural or surveying services to others; and
- b. Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with construction work you perform.

With respect to **a.** and **b.** above, professional services include:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
- (2) Supervisory or inspection activities performed as part of any related architectural or engineering activities.

However, professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

**9. Estimates, Financing and Legal Work**

Any "claim" arising out of an error or omission:

- a. In the preparation of estimates of probable job costs or cost estimates being exceeded, estimates of profit or

return on capital.

- b. In advising or failure to advise on financing of the work or project.
- c. In advising or failing to advise on any legal work, title checks, form of insurance or suretyship.

**10. Intellectual Property**

Any "claim" arising out of any:

- a. Actual or alleged infringement of copyright or trademark or patent;
- b. Unfair competition or piracy; or
- c. Theft, wrongful taking, misappropriation, misuse, infringement, or contributory infringement of concepts, intellectual property or any intellectual property right.

**11. Intentional Injury**

Any "claim" for damages expected or intended from the standpoint of the insured.

**12. Manufacturer's Warranties**

Any "claim" arising out of any manufacturer's warranties or guarantees, whether express or implied.

**13. Materials to Correct Recommendations or Specifications**

Any cost or expense for additional products or materials that would not have been incurred had the correct recommendations or specifications been made.

**14. Non-compensatory Damages**

Any "claims":

- a. Arising out of any proceeding whether civil, criminal, or administrative in which the relief sought is other than monetary damages, including but not limited to:
  - (1) Proceedings seeking injunctive relief;
  - (2) Declaratory relief;
  - (3) Disgorgement;
  - (4) Other equitable remedies; or
  - (5) Those arising out of any kind of criminal proceedings; or
- b. Seeking civil or criminal fines or penalties imposed by law, punitive or exemplary damage or any other type of noncompensatory damages, the multiplied portion of multiplied damages,

taxes, any amount for which an insured is not financially liable, or matters which are deemed uninsurable under the law pursuant to which this Coverage shall be construed.

## 15. Nuclear Energy Liability Exclusion

Any "claim" arising out of:

**a.** Any liability:

**(1)** With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

**(2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

**(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

**(b)** the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**b.** Any injury or damage resulting from the "hazardous properties" of "nuclear material", if:

**(1)** The "nuclear material"

**(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or

**(b)** has been discharged or dispersed therefrom;

**(2)** The "nuclear material" is contained in "spent fuel" or "waste" at

any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

**(3)** The injury or damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

**c.** As used in this exclusion only:

**(1)** "Hazardous properties" include radioactive, toxic or explosive properties.

**(2)** "Nuclear material" means "source material", "special nuclear material" or "by-product material".

**(3)** "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

**(4)** "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

**(5)** "Waste" means any waste material

**(a)** Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and

**(b)** Resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

- 6) "Nuclear facility" means:
- (a) Any "nuclear reactor";
  - (b) Any equipment or device designed or used for
    - (1) Separating the isotopes of uranium or plutonium,
    - (2) Processing or utilizing "spent fuel", or
    - (3) Handling, processing or packaging "waste";
  - (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
  - (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste" and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
- (7) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- (8) "Property damage" includes all forms of radioactive contamination of property.

#### 16. Owned or Rented Property

Any "claim" arising from "property damage" to property owned by, rented, or leased to any insured.

#### 17. Pollution

- a. Any "claim" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, emission, release or escape of "pollutants" at

any time.

- b. Any loss, cost or expense arising out of any:
  - (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  - (2) "Claim" or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".
- c. This exclusion does not apply to damages caused by heat, smoke or fumes from a hostile fire at or from any site on which you or any contractors or subcontractors worked directly or indirectly on your behalf were performing operations, if the "pollutants" were brought on or to the site or location in connection with such operations.

As used herein, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

#### 18. Known Risk

Any "claim" arising out of "wrongful acts" that took place prior to the effective date of the first consecutive errors and omissions coverage part issued by us if there is other insurance applicable, or if the insured knew or should have reasonably foreseen that such negligent act, error, or omission might be the basis of a "claim" or "suit".

#### 19. Prior to Completion

Any "claim" for damage arising before you have completed "your work". "Your work" will be deemed completed at the earliest of the following times:

- a. When all of the work called for in your contract or work order has been completed.
- b. When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.



- c. When that part of the work done at a job site has been put to its intended use by any entity other than another contractor or subcontractor working on the same project.

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

#### **20. Products**

Any "claim" arising out of "property damage" to products that are still in the physical possession of any insured.

#### **21. Profit**

Any "claim" arising out of your loss of profit or expected profit.

#### **22. Related Enterprises**

Any "claim" brought against the insured by a business enterprise (or its assignees) which is wholly or partly owned, operated or managed by the insured, or which has directly or indirectly any interest in the ownership or management of the "Named Insured".

#### **23. Subcontracted Work**

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

#### **24. Substitutions**

Any "claim" arising out of a decision to substitute a material or product for one specified on:

- a. Blueprints;
- b. Work orders;
- c. Contracts or engineering specifications unless there has been written authorization.

#### **25. War**

Any "claim" arising out of:

- a. War, including undeclared or civil war: or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents: or

- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these

#### **26. "Your work" Not Completed**

Any "claim" arising out of damage occurring to "your work" before you have completed "your work".

"Your work" will be deemed completed at the earliest of the following times:

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

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

#### **C. Supplementary Payments**

We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend:

- 1. All expenses we incur.
- 2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- 3. 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 \$250 a day because of time off from work.
- 4. All costs taxed against the insured in the "suit".
- 5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limit of insurance.

## SECTION II – WHO IS AN INSURED

### A. If you are designated in the Declarations as:

1. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
2. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
3. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
4. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

### B. Each of the following is also an insured:

1. Your "employees", other than either your executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
2. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage.

### C. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a "Named Insured" if there is no

other similar insurance available to that organization.

However:

1. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the "policy period", whichever is earlier;
2. Coverage does not apply to "wrongful acts" that were committed before you acquired or formed the organization; and
3. The organization must be engaged in the covered operations described in **Item 1.** on the Declaration.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a "Named Insured" in the Declarations.

## SECTION III - LIMITS OF INSURANCE

### A. Limits of Insurance

1. The Limits of Insurance shown in **Item 2.** of the Declaration and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. "Claims" made;
  - c. "Suits" brought; or
  - d. Persons or organizations making "claims" or bringing "suits".

The most we will pay as the result of any one "claim" is the Per Claim Limit shown in **Item 2.** of the Declaration. Any "claim" or aggregation of "claims" resulting from any one "wrongful act" will be considered one "claim".

2. All "claims" arising out of:
  - a. The same "wrongful act"; and
  - b. All "interrelated wrongful acts"

of any insured shall be deemed to be one "wrongful act", and have been deemed to have originated in the earliest "policy period" in which a "claim" is first made against any insured alleging any such "wrongful act".

3. Subject to Paragraph 1. immediately above, the most we will pay as the result of all "claims" made during any one "policy period" under this policy, including any Extended Reporting Period, is the Aggre-

gate Limit shown in **Item 2.** of the Declaration.

4. The Limits of Insurance of this Coverage apply separately to each consecutive annual "policy period" shown in the Declarations, unless the "policy period" is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### **B. Deductible**

1. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the Deductible – Each Claim stated in **Item 3.** of the Declaration. The Limits of Insurance will not be reduced by the application of such deductible amount.
2. The terms of this Coverage Part including those with respect to our right and duty to defend any "claim" and your duties in the event of a "claim" or "suit" apply irrespective of the application of the deductible
3. We may pay any part or all of the deductible amount to settle any "claim" or "suit" and, upon notification; you shall promptly reimburse us for such part of the deductible amount that has been paid by us.

### **SECTION IV – CONDITIONS**

#### **A. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage.

#### **B. Duties in the Event of "Claim" or "Suit"**

1. You shall give us written notice of any "claim" brought against any insured and shall give such information and cooperation as we may reasonably require, including but not limited to a description of the "claim", the nature of the alleged injury, the names of the claimants, and the manner in which the insured first became aware of the "claim".
2. You shall provide us with all information, assistance and cooperation which we reasonably request and agree that in the event of a "claim" you will do nothing that may prejudice our position or our potential or actual rights of recovery.

3. You shall not settle any "claim", incur any defense costs or otherwise assume any contractual obligation or admit any liability with respect to any "claim" without our written consent, which shall not be unreasonably withheld. We shall not be liable for any settlement, defense costs, assumed obligation or admission to which we have not consented.

#### **C. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

1. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
2. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

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

If all or any part of a "claim" is also insured under any other prior or current policy, other than a policy issued by us or any company affiliated with us, then this insurance is excess over that other insurance, whether primary, excess, contingent or on any other basis, unless that other insurance was bought specifically to apply in excess of this Coverage.

1. When this Coverage is excess, we will have the right but not the duty to defend the insured against any "claim". If another insurer fails to defend, and we exercise our right to defend and incur costs as a result of such failure; we will be entitled to the insured's rights against such other insurer.
2. When this Coverage is excess, we will pay only our share of the amount of the "claim", if any, that exceeds the sum of:
  - a. The total amount that all such other insurance would pay for the "claim" in the absence of this Coverage; and
  - b. The total of all deductible and self-

insured amounts under all that other insurance.

**E. Two or More Coverage Parts, Forms, Endorsements or Policies Issued By Us**

It is our stated intent that the various coverage parts, forms, endorsements or policies issued to you by us, or any company affiliated with us; do not provide any duplication or overlap of coverage for the same "claim" or "suit". If this coverage part and any other coverage part, form, endorsement or policy issued to you by us, or any company affiliated with us, apply to the same act, error, omission, occurrence, offense, accident or loss; then the maximum Limit of Insurance under all such coverage parts, forms, endorsement or policies combined shall not exceed the highest applicable Limit of Insurance under any one coverage part, form, endorsement or policy.

This condition does not apply to any Excess or Umbrella Policy issued by us specifically to apply as excess insurance over this coverage part.

**F. Representations**

By accepting this policy, you agree:

1. The statements in the Declarations are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this policy in reliance upon those representations.

**G. Separation of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first "named insured", this insurance applies:

1. As if each "named insured" were the only "Named Insured"; and
2. Separately to each insured against whom "claim" is made or "suit" is brought.

**H. Transfer of Rights of Recovery Against Others to Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**I. Insured's Representative Clause**

By acceptance of this Coverage Part, the first "named insured" shown in the Declarations agrees to act on behalf of all insureds with respect to the giving and receiving of notice of "claim", the acceptance of endorsements, the giving or receiving of any other notice provided for in this Coverage Part, and the exercising or declining to exercise any right to an Extended Reporting Period, and agree that such first "named insured" shall act on all insured's behalf.

**J. Cancellation and Nonrenewal**

If we decide not to renew or cancel your policy, the provisions outlined in the Commercial General Liability Coverage Form of the policy for such action shall apply and will automatically include the non-renewal or cancellation of this coverage form. You agree that no further notice regarding termination of this Coverage Form will be required.

**K. Your Right to Claim and Wrongful Act Information**

1. We will provide the first "named insured" shown in the Declarations the following information relating to this and any preceding Contractor's Errors and Omissions Coverage Form we have issued to you during the previous three years:
  - a. A list or other record of each "wrongful act" not previously reported to any other insurer, of which we were notified in accordance with Paragraph **B.** of this Section. We will include the date and brief description of the "wrongful act" if that information was in the notice we received.
  - b. A summary by policy year, of payments made and amounts reserved, stated separately under the applicable Aggregate for Each Annual Policy Year limit.
2. Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.
3. You must not disclose this information to any claimant or claimant's representative without our consent.
4. If we cancel or elect not to renew this Coverage Form, we will provide such information no later than 30 days before the

date of policy termination. If other circumstances apply, we will provide this information only if we receive a written request from the first "named insured". In this case, we will provide this information within 45 days of receipt of the request.

5. We compile "claim" and "wrongful act" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first "named insured", we make no representation or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate or incomplete information.

## SECTION V – DEFINITIONS

- A. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.

For the purposes of this definition:

1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  2. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
- B. "Bodily injury" means bodily injury, bodily sickness or bodily disease sustained by a person, including death resulting from any of these at any time.
  - C. "Claim" means a demand from a third party or a "suit" filed against an insured which seeks money damages for:
    1. "Property damage" to "your product";
    2. "Property damage" to "your work";
    3. "Property damage" to "impaired property"; or
    4. Loss, cost or expense for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
      - a. "Your product";
      - b. "Your work"; or
      - c. "Impaired property"

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization other than an insured because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, however this does not include "normal or customary adjustments" to "your product" or "your work" after installation caused by faulty workmanship, materials or design.

- D. "Electronic Data" means information, facts, or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard and floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- E. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- F. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- G. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because it incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous, if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work".
- H. "Interrelated wrongful acts" mean all causally connected:
  1. Acts;
  2. Errors; or
  3. Omissions.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".
- J. "Named Insured" means the person or organization designated in the Declarations.
- K. "Normal or customary adjustments" mean those operations and expenses routinely engaged in or incurred after the installation of

"your work" or "your product" to render it fully functional and/or efficient and anticipated in your installation contract.

- L.** "Personal and Advertising Injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
1. False arrest, detention or imprisonment;
  2. Malicious prosecution;
  3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  5. Oral or written publication, in any manner, of material that violates a person's right of privacy;
  6. The use of another's advertising idea in your "advertisement"; or
  7. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

- M.** "Policy period" means the period of time starting with the effective date of the policy and ending with the expiration date of the policy as shown in the Declarations, or any shorter period arising from termination or cancellation of the policy.

However, if this Coverage Part is issued subsequent to the effective date of the policy, the "policy period" for this Coverage Part will start with the effective date of the Coverage Part.

"Policy period" does not include any extended reporting period.

- N.** "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals, petroleum products and their by-products and waste. Waste includes material to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment.

- O.** "Property damage" means:
1. Physical injury to tangible property, in-

cluding all resulting loss of use of that property. All such loss of use shall be deemed to have taken place at the time of the physical injury that caused it; or

2. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to have taken place at the time of the incident that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

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

1. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent;
2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent; or
3. An appeal of a civil proceeding.

- Q.** "Temporary worker" means a person who is furnished to you to substitute for permanent "employee" on leave or to meet seasonal or short-term workload conditions.

- R.** "Wrongful act" means an error, omission or negligent act committed by the insured while conducting covered operations of the "named insured" as described in Item 1. of the Declaration.

- S.** "Your product":

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

2. Includes:

- a. Warranties or representations made by you at any time with respect to the fitness, quality, durability, performance or use of "your product", and
    - b. The providing of or failure to provide warnings or instructions.
  - 3. Does not include vending machines or other property rented to or located for the use of others but not sold.
- T. "Your work":
- 1. Means:
    - a. Work or operations performed by you or on your behalf; and
    - b. Materials, parts or equipment furnished in connection with such work or operations.
  - 2. Includes:
    - a. Warranties or representations made by you at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
    - b. The providing of or failure to provide warnings or instructions.

**SECTION VI – EXTENDED REPORTING PERIODS**

- A. We will provide one or more Extended Reporting Periods, as described below, if:
  - 1. This Coverage Part is canceled or not renewed; or
  - 2. We renew or replace this Coverage Part with insurance that:
    - a. Has a Retroactive Date later than the date shown in the Declaration.
    - b. Does not apply to "claims" arising out of "wrongful acts" on a claims-made basis.
- B. Extended Reporting Periods do not extend the "policy period" or change the scope of the coverage provided. They apply only to "claims" arising out of "wrongful acts" which were committed prior to the end of the "policy period", but not before the Retroactive Date, if any, shown in the Declaration.  
Once in effect, Extended Reporting Periods may not be canceled.
- C. If we cancel or do not renew for any reason other than nonpayment of premium, an Automatic Extended Reporting Period will be provided without an additional premium. This

period starts with the end of the "policy period" and lasts for 60 days with respect to "claims" arising out of "wrongful acts" which were committed prior to the end of the "policy period, but not before the Retroactive Date, if any, shown in the Declaration and are first made and reported during the Automatic Extended Reporting Period.

- 1. This Automatic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to claims.
  - 2. The Automatic Extended Reporting Period does not reinstate or increase the Limits of Insurance.
- D. If this Coverage Part is cancelled or not renewed, you shall have the right, upon payment of an additional premium, to an Optional Extended Reporting Period. This period starts with the end of the "policy period" with respect to "claims" arising out of "wrongful acts" which were committed prior to the end of the "policy period" but not before the Retroactive Date, if any, shown in the Declaration and are first made and reported after the end of the "policy period".
- 1. This Optional Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance your purchase, or that would be covered but for exhaustion of the amount of insurance applicable to claims.
  - 2. The Optional Extended Reporting Period does not reinstate or increase the Limits of Insurance.
  - 3. You must give us a written request for the Optional Extended Reporting Period endorsement within 60 days following the date of cancellation or non-renewal. The Optional Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due. If the cancellation or non-renewal is for non-payment of premium, this Optional Extended Reporting Period will not be provided unless any earned premium due is paid within 60 days after the effective date of such cancellation or expiration.
  - 4. The available Optional Extended Reporting Periods and associated additional premiums are displayed in the table

below:

Optional Reporting Period	Percent of Annual Premium
One Year	100%

5. In the event similar insurance is in force covering "claims" first made during the

Extended Reporting Period, coverage provided by this Coverage Part shall be excess over any part of any other valid and collectable insurance available to the insured, whether primary, excess, and contingent or on any other basis, whose policy period begins or continues after our "policy period" ends.



SERFF Tracking Number: HNVX-G128016095  
 First Filing Company: The Hanover Insurance Company, ...  
 Company Tracking Number: MA11323CG00088  
 TOI: 05.2 CMP Liability Portion Only  
 Product Name: \*CL- CL Other  
 Project Name/Number: \*CL- CL Other/MA11323CG00088

State: Massachusetts  
 State Tracking Number:  
 Sub-TOI: 05.2003 Commercial Package

## Rate Information

Rate data applies to filing.

**Filing Method:**

File and Use

**Rate Change Type:**

Neutral

**Overall Percentage of Last Rate Revision:**

%

**Effective Date of Last Rate Revision:**

**Filing Method of Last Filing:**

## Company Rate Information

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	# of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where required):	Minimum % Change (where required):
The Hanover Insurance Company	0.000%	0.000%	\$0	0	\$0	0.000%	0.000%

## Company Rate Information

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	# of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where required):	Minimum % Change (where required):
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SERFF Tracking Number: HNVX-G128016095 State: Massachusetts  
 First Filing Company: The Hanover Insurance Company, ... State Tracking Number:  
 Company Tracking Number: MA11323CG00088  
 TOI: 05.2 CMP Liability Portion Only Sub-TOI: 05.2003 Commercial Package  
 Product Name: \*CL- CL Other  
 Project Name/Number: \*CL- CL Other/MA11323CG00088

Massachusetts Bay Insurance Company	0.000%	0.000%	\$0	0	\$0	0.000%	0.000%
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**Company Rate Information**

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	# of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where required):	Minimum % Change (where required):
Citizens Insurance Company of America	0.000%	0.000%	\$0	0	\$0	0.000%	0.000%

**Overall Rate Information for Multiple Company Filings**

Overall % Rate Indicated:

Overall Percentage Rate Impact For This Filing:

Effect of Rate Filing - Written Premium Change For This Program: \$0

Effect of Rate Filing - Number of Policyholders Affected: 0

SERFF Tracking Number: *HNXX-G128016095* State: *Massachusetts*  
 First Filing Company: *The Hanover Insurance Company, ...* State Tracking Number:  
 Company Tracking Number: *MA11323CG00088*  
 TOI: *05.2 CMP Liability Portion Only* Sub-TOI: *05.2003 Commercial Package*  
 Product Name: *\*CL- CL Other*  
 Project Name/Number: *\*CL- CL Other/MA11323CG00088*

## Rate/Rule Schedule

Schedule Item	Exhibit Name:	Rule # or Page #:	Rate Action	Previous State Filing Attachments Number:
	Massachusetts Exception Pages	1-3	Replacement	MA Contractor's Professional Exception Pages 011312.PDF

(Professional Liability Coverage)

**COMPANY ADDITIONAL RULES  
CONTRACTOR'S LIABILITY COVERAGE ENDORSEMENTS AND COVERAGE FORMS**

**1. Massachusetts Contractor's Errors and Omissions Coverage Part 421-2164**

This coverage part provides coverage on a claims made and reported basis to insureds for damages arising out of the insured's negligent acts, errors or omissions while conducting covered operations as described in the Schedule shown on the form. Coverage is subject to per claim and aggregate limits of insurance and a per claim deductible. Defense is provided in addition to the limits of insurance.

**Pricing:**

E&O Limit	GL per Occurrence Limit			
	100,000	300,000	500,000	1M
100,000	0.40	0.31	0.27	0.23
300,000	n/a	0.40	0.36	0.31
500,000	n/a	n/a	0.40	0.34
1,000,000	n/a	n/a	n/a	0.52

For limits not shown refer to Company. Multiply E&O factor shown above by modified Products/Completed Operations Premium.

Years in Claims-Made	Claims-Made Factor
1	0.70
2	0.83
3	0.89
4	0.91
5 +	0.95

Multiply the premium for the Massachusetts Contractors Errors and Omissions Coverage Part 421-2164 by the applicable Claims-Made Factor for the Period of Time Between the retroactive date and the policy expiration.

If an optional deductible is applied, multiply result by deductible factor.

**Deductible Amounts and Factors**

Deductible Amount	Deductible Factor
\$500	1.00
\$1,000	0.95
\$2,500	0.90
\$5,000	0.85
\$10,000	0.80

For other deductible amounts, refer to Company

**Minimum Premium**

<b>Contractors E&amp;O Limit</b>	<b>Minimum Premium</b>
\$100,000	\$100
\$300,000	\$100
\$500,000	\$250
\$1,000,000	\$250

For limits not shown refer to Company. Not subject to further rate modifications

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**2. Radiation Exclusion 421-2009**

This optional endorsement amends the Contractor's Error and Omission Coverage Part to exclude claims arising out of radiation.

**Pricing:**

There is no premium associated with this endorsement.

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**3. Fungi and Bacteria Exclusion 421-2007**

This mandatory endorsement excludes damages arising from fungi or bacteria on or within a building or structure from the Contractor's Error and Omission Coverage Part.

**Pricing:**

There is no premium associated with this endorsement.

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**4. Lead Exclusion 421-2011**

This optional endorsement excludes any claim arising out of any actual or alleged presence of or exposure to lead from the Contractor's Error and Omission Coverage Part.

**Pricing:**

There is no premium associated with this endorsement

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**5. Amendment To Bridges, Dams And Tunnels Exclusions 421-2008**

This optional endorsement amends the exclusion for bridges, dams and tunnels in the Contractor's Errors and Omissions Coverage Part to exempt selected types of structures from the exclusion. The forms allows for the entry in a schedule of the structures which are not subject to the exclusion for bridges, dams and tunnels.

**Pricing:**

There is no premium associated with this endorsement.

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**6. Massachusetts Contractor's Errors and Omissions Optional Extended Reporting Period Endorsement 421-2296**

This endorsement provides an optional one year extended reporting period during which the insured may report claims that arise out of wrongful acts that occurred during the policy period but not before the retroactive date. The coverage may be purchased by the insured if their policy includes the Contractor's Errors and Omissions Coverage Part.

**Pricing:**

100% of the annual premium for the Contractor's Errors and Omissions Coverage Part.

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**7. Massachusetts Contractor's Errors and Omissions Coverage Part Table Of Contents 421-2165**

This is a mandatory endorsement when Massachusetts Contractor's Errors and Omissions Coverage Part 421-2164 is provided.

**Pricing:**

There is no premium associated with this endorsement.

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**8. Massachusetts Contractor's Errors and Omissions Coverage Part (Claims-Made) Declaration 421-2166**

This is the Declaration to be used when Massachusetts Contractor's Errors and Omissions Coverage Part 421-2164 is provided.

SERFF Tracking Number: HNVX-G128016095 State: Massachusetts  
 First Filing Company: The Hanover Insurance Company, ... State Tracking Number:  
 Company Tracking Number: MA11323CG00088  
 TOI: 05.2 CMP Liability Portion Only Sub-TOI: 05.2003 Commercial Package  
 Product Name: \*CL- CL Other  
 Project Name/Number: \*CL- CL Other/MA11323CG00088

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> State Submissions List		
<b>Comments:</b>		
<b>Attachment:</b> State Submission List.PDF		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Policy Endorsement List		
<b>Comments:</b>		
<b>Attachments:</b> MA E&O Forms Schedule 012012.PDF MA E&O Forms Schedule 012012.XLS		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Annotated Comparison		
<b>Comments:</b>		
<b>Attachments:</b> (side-by-side) 421-2296 01 12 MA Contractors EO Optional ERP Endorsement.PDF (side-by-side) REVISED 421-2164 01 12 Contractors E&O Coverage Part CLAIMS MADE.PDF (side-by-side) REVISED 421-2166 01 12 MA Contractor's EO CM DEC.PDF		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Form Utilization List		
<b>Comments:</b>		
<b>Attachment:</b> E&O Form Utilization List.PDF		

	<b>Item Status:</b>	<b>Status</b>

SERFF Tracking Number: HNVX-G128016095 State: Massachusetts  
 First Filing Company: The Hanover Insurance Company, ... State Tracking Number:  
 Company Tracking Number: MA11323CG00088  
 TOI: 05.2 CMP Liability Portion Only Sub-TOI: 05.2003 Commercial Package  
 Product Name: \*CL- CL Other  
 Project Name/Number: \*CL- CL Other/MA11323CG00088

**Date:**

**Satisfied - Item:** Checklist(s)

**Comments:**

**Attachment:**

E&O Checklist.PDF

**Item Status:**

**Status**

**Date:**

**Bypassed - Item:** Rate Filing Abstract (SRB-RA)

**Bypass Reason:** N/A

**Comments:**

**Item Status:**

**Status**

**Date:**

**Bypassed - Item:** Loss Cost Adoption Form (SRB-LC)

**Bypass Reason:** N/A

**Comments:**

**Item Status:**

**Status**

**Date:**

**Bypassed - Item:** Rate Deviation Abstract (SRB-DV)

**Bypass Reason:** N/A

**Comments:**

**Item Status:**

**Status**

**Date:**

**Bypassed - Item:** Letter of Authorization

**Bypass Reason:** N/A

**Comments:**

**Item Status:**

**Status**

**Date:**

**Satisfied - Item:** Statement of Variability

**Comments:**



SERFF Tracking Number: HNVX-G128016095 State: Massachusetts  
First Filing Company: The Hanover Insurance Company, ... State Tracking Number:  
Company Tracking Number: MA11323CG00088  
TOI: 05.2 CMP Liability Portion Only Sub-TOI: 05.2003 Commercial Package  
Product Name: \*CL- CL Other  
Project Name/Number: \*CL- CL Other/MA11323CG00088

**Attachment:**  
E&O STATEMENT OF VARIABILITY 012012.PDF

**Item Status:** **Status**  
**Date:**

**Satisfied - Item:** Actuarial Memorandum - Property  
and Casualty Insurance

**Comments:**

**Attachment:**  
MA - Filing Description 012012.PDF

**Item Status:** **Status**  
**Date:**

**Satisfied - Item:** Certification of Compliance

**Comments:**

**Attachment:**  
Certificate of Compliance.PDF

**MASSACHUSETTS DIVISION OF INSURANCE**  
**STATE SUBMISSIONS LIST**

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

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

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

**Contractors**

*Please enter the product name as filed.*

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

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



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*SERFF Tracking Number:*      *HNVX-G128016095*                      *State:*                      *Massachusetts*  
*First Filing Company:*      *The Hanover Insurance Company, ...*                      *State Tracking Number:*  
*Company Tracking Number:*      *MA11323CG00088*  
*TOI:*                      *05.2 CMP Liability Portion Only*                      *Sub-TOI:*                      *05.2003 Commercial Package*  
*Product Name:*                      *\*CL- CL Other*  
*Project Name/Number:*                      *\*CL- CL Other/MA11323CG00088*

**Attachment "MA E&O Forms Schedule 012012.XLS" is not a PDF document and cannot be reproduced here.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **MASSACHUSETTS CONTRACTOR'S ERRORS AND OMISSIONS – OPTIONAL EXTENDED REPORTING PERIOD ENDORSEMENT**

This endorsement modifies insurance provided under the following:

CONTRACTOR'S ERRORS AND OMISSIONS COVERAGE PART

### **SCHEDULE**

Additional Premium for the Optional Extended Reporting Period: \$

Effective Dates for the Optional Extended Reporting Period:

12: 01 A.M. on <<mm/dd/yyyy>> to 12:01 A.M. on <<mm/dd/yyyy>>

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

1. An Optional Extended Reporting Period Endorsement is provided, as described in **SECTION VI – EXTENDED REPORTING PERIODS**.
2. The reporting period for "claims" covered under the Contractor's Errors and Omissions Coverage Part shall be extended to apply to any "claims" first made against the insured during the times indicated above. Coverage applies only with respect to "claims" arising out of "wrongful acts" occurring prior to the end of the "policy period", but not before the Retroactive Date, if any, shown in ~~Item 4~~ of the SCHEDULE on the Contractor's Errors and Omissions Coverage Part on the Massachusetts Contractor's Errors and Omissions Coverage Part (Claims-Made) Declarations.
3. This endorsement will not take effect unless the required additional premium is paid in full prior to the beginning effective date of the Optional Extended Reporting Period Endorsement. The premium for this endorsement shall be considered fully earned upon the beginning effective date.
4. The Contractor's Errors and Omissions Aggregate Limit of Insurance for any Extended Reporting Period shall be part of, and not in addition to the Contractor's Errors and Omissions Aggregate Limit of Insurance shown in ~~Item 2~~ of the SCHEDULE on the Contractor's Errors and Omissions Coverage Part on the Massachusetts Contractor's Errors and Omissions Coverage Part (Claims-Made) Declarations.
5. The Optional Extended Reporting Period will not reinstate or increase the Contractor's Errors and Omissions Limits of Insurance.
6. Notwithstanding any other provision of the policy or this endorsement, this endorsement shall not provide any coverage for "claims" arising out of "wrongful acts" occurring after the end of the "policy period".

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS IS CLAIMS-MADE AND REPORTED COVERAGE. PLEASE READ THE ENTIRE FORM CAREFULLY

## MASSACHUSETTS CONTRACTOR'S ERRORS AND OMISSIONS COVERAGE PART

### CLAIMS-MADE WARNING

**NOTICE: THIS COVERAGE PART PROVIDES COVERAGE ON A CLAIMS-MADE AND REPORTED BASIS. SUBJECT TO ITS TERMS, THIS COVERAGE PART APPLIES ONLY TO "CLAIMS" FIRST MADE AGAINST THE INSURED(S) AND REPORTED TO US IN WRITING DURING THE "POLICY PERIOD", AUTOMATIC EXTENDED REPORTING PERIOD OR ANY PURCHASED OPTIONAL EXTENDED REPORTING PERIOD THAT MAY APPLY. PLEASE READ THE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES, COVERAGE AND COVERAGE RESTRICTIONS.**

Various provisions in this Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the "Named Insured(s)" shown in the Declarations and any other person(s) or organization(s) qualifying as a "Named Insured" under this Coverage Part. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED.**

Other words and phrases that appear in "quotations" have special meaning. Refer to **SECTION V – DEFINITIONS.**

### SECTION I – COVERAGE

#### A. Insuring Agreement

1. We will pay, on behalf of the insured, those sums that the insured becomes legally obligated to pay as damages because of a "claim" arising out of a "wrongful act" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. We may at our discretion investigate and settle any "claim" or "suit" that may result. But:
  - a. The amount we will pay for damages is limited as described in **2.** below and in **SECTION III - LIMITS OF INSURANCE;** and
  - b. 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
2. We will pay only:
  - a. The actual cost of repairs if repairs are made by others; or
  - b. 80% of your normal and customary labor charges and 80% of your retail cost of materials if repairs are made by:
    - (1) You; or
    - (2) A company with which you are affiliated.
3. This insurance applies to all "wrongful acts" only if:
  - a. The "claim" is first made and reported to us in writing, in accordance with Paragraphs **4.** and **6.** below, during the "policy period" or any Extended Reporting Period we provide under **SECTION VI – EXTENDED RE-**

unless explicitly provided for under **SECTION I – COVERAGE,** Paragraph **C. Supplementary Payments.**

**PORTING PERIODS;**

- b. The "wrongful act" did not occur after the end of the "policy period" or before the Retroactive Date, if any, shown on the Declaration. The Retroactive Date is the specific date entered on the Declaration, or if "none" or no date is entered, the policy effective date shown in the Declaration; and
  - c. The insured did not give notice of such "wrongful act" to any prior insurer.
4. A "claim" by a person or organization seeking damages will be deemed to have been made at the earliest of the following times:
- a. When an insured reports to us an incident or circumstance that may lead to a "claim" or loss;
  - b. When notice of such "claim" is first received by an owner, partner, member, manager, "executive officer" or designated risk manager, or similar office or position, of the "Named Insured"; or
  - c. When notice of such "claim" is received in writing by us.
5. All "claims" of damages to the same person or organization will be deemed to have been made at the same time the first of such "claims" is made against any insured.
6. A "claim" is first reported to us when we or any of our authorized agents first receive written notice from an insured that a "claim" has been made or will be made.
7. This insurance applies to "wrongful acts" which take place anywhere in the world, provided the "claim" is brought against the insured within the United States of America, its territories or possessions or Canada.

**B. Exclusions**

This insurance does not apply to:

**1. Asbestos**

Any "claims" arising out of any actual or alleged:

- a. Inhaling, ingesting or prolonged physical exposure by any person to

asbestos or asbestos fibers or goods or products containing asbestos; or

- b. Use of asbestos in constructing or manufacturing any good, product or structure; or
- c. Intentional or accidental removal including encapsulation, dispersal, sealing or disposal of asbestos or asbestos fibers from any good, product or structure; or
- d. Manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos; or
- e. Product manufactured, sold, handled or distributed by or on behalf of you which contains asbestos; or
- f. "Wrongful acts" in connection with the general supervision of any job involving the removal, enclosure, encapsulation, dispersal, sealing, or disposal of asbestos, asbestos fibers or products containing asbestos.

General supervision includes the rendering of or failure to render any instructions, recommendations, warnings, or advice.

**2. Bankruptcy**

Any "claim" arising out of any insured's insolvency or bankruptcy.

**3. Bodily Injury, Personal and Advertising Injury, Property Damage**

- a. "Bodily injury", "personal and advertising injury"; or
- b. "Property damage" to property other than "your product", "your work" or "impaired property".

**4. Bridges, Dams and Tunnels**

Any "claim" arising out of:

- a. Bridges exceeding 150 feet in length;
- b. Dams;
- c. Cofferdams;
- d. Levees;
- e. Tunnels;
- f. Elevated highways; or
- g. Dikes.

**5. Contractual**

Any liability of others assumed by the insured under any contract or agreement,



whether oral or in writing. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

**6. Delay**

Any "claim" arising out of a delay or failure to complete a contract or project, or to complete a contract or project on time.

**7. Electronic Data**

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

**8. Engineering, Architectural and Surveying Services Professional Liability**

Any "claim" arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:

- a. Providing engineering, architectural or surveying services to others; and
- b. Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with construction work you perform.

With respect to **a.** and **b.** above, professional services include:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
- (2) Supervisory or inspection activities performed as part of any related architectural or engineering activities.

However, professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

**9. Estimates, Financing and Legal Work**

Any "claim" arising out of an error or omission:

- a. In the preparation of estimates of probable job costs or cost estimates being exceeded, estimates of profit or

return on capital.

- b. In advising or failure to advise on financing of the work or project.
- c. In advising or failing to advise on any legal work, title checks, form of insurance or suretyship.

**10. Intellectual Property**

Any "claim" arising out of any:

- a. Actual or alleged infringement of copyright or trademark or patent;
- b. Unfair competition or piracy; or
- c. Theft, wrongful taking, misappropriation, misuse, infringement, or contributory infringement of concepts, intellectual property or any intellectual property right.

**11. Intentional Injury**

Any "claim" for damages expected or intended from the standpoint of the insured.

**12. Manufacturer's Warranties**

Any "claim" arising out of any manufacturer's warranties or guarantees, whether express or implied.

**13. Materials to Correct Recommendations or Specifications**

Any cost or expense for additional products or materials that would not have been incurred had the correct recommendations or specifications been made.

**14. Non-compensatory Damages**

Any "claims":

- a. Arising out of any proceeding whether civil, criminal, or administrative in which the relief sought is other than monetary damages, including but not limited to:
  - (1) Proceedings seeking injunctive relief;
  - (2) Declaratory relief;
  - (3) Disgorgement;
  - (4) Other equitable remedies; or
  - (5) Those arising out of any kind of criminal proceedings; or
- b. Seeking civil or criminal fines or penalties imposed by law, punitive or exemplary damage or any other type of noncompensatory damages, the multiplied portion of multiplied damages,

taxes, any amount for which an insured is not financially liable, or matters which are deemed uninsurable under the law pursuant to which this Coverage shall be construed.

### 15. Nuclear Energy Liability Exclusion

Any "claim" arising out of:

**a.** Any liability:

**(1)** With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

**(2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

**(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof; or

**(b)** the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**b.** Any injury or damage resulting from the "hazardous properties" of "nuclear material", if:

**(1)** The "nuclear material"

**(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an insured; or

**(b)** has been discharged or dispersed therefrom;

**(2)** The "nuclear material" is contained in "spent fuel" or "waste" at

any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

**(3)** The injury or damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

**c.** As used in this exclusion only:

**(1)** "Hazardous properties" include radioactive, toxic or explosive properties.

**(2)** "Nuclear material" means "source material", "special nuclear material" or "by-product material".

**(3)** "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

**(4)** "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

**(5)** "Waste" means any waste material

**(a)** Containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and

**(b)** Resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

- 6) "Nuclear facility" means:
- (a) Any "nuclear reactor";
  - (b) Any equipment or device designed or used for
    - (1) Separating the isotopes of uranium or plutonium,
    - (2) Processing or utilizing "spent fuel", or
    - (3) Handling, processing or packaging "waste";
  - (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
  - (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste" and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
- (7) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- (8) "Property damage" includes all forms of radioactive contamination of property.

#### 16. Owned or Rented Property

Any "claim" arising from "property damage" to property owned by, rented, or leased to any insured.

#### 17. Pollution

- a. Any "claim" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, emission, release or escape of "pollutants" at

any time.

- b. Any loss, cost or expense arising out of any:
  - (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  - (2) "Claim" or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".
- c. This exclusion does not apply to damages caused by heat, smoke or fumes from a hostile fire at or from any site on which you or any contractors or subcontractors worked directly or indirectly on your behalf were performing operations, if the "pollutants" were brought on or to the site or location in connection with such operations.

As used herein, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

#### 18. Known Risk

Any "claim" arising out of "wrongful acts" that took place prior to the effective date of the first consecutive errors and omissions coverage part issued by us if there is other insurance applicable, or if the insured knew or should have reasonably foreseen that such negligent act, error, or omission might be the basis of a "claim" or "suit".

#### 19. Prior to Completion

Any "claim" for damage arising before you have completed "your work". "Your work" will be deemed completed at the earliest of the following times:

- a. When all of the work called for in your contract or work order has been completed.
- b. When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

- c. When that part of the work done at a job site has been put to its intended use by any entity other than another contractor or subcontractor working on the same project.

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

#### **20. Products**

Any "claim" arising out of "property damage" to products that are still in the physical possession of any insured.

#### **21. Profit**

Any "claim" arising out of your loss of profit or expected profit.

#### **22. Related Enterprises**

Any "claim" brought against the insured by a business enterprise (or its assignees) which is wholly or partly owned, operated or managed by the insured, or which has directly or indirectly any interest in the ownership or management of the "Named Insured".

#### **23. Subcontracted Work**

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

#### **24. Substitutions**

Any "claim" arising out of a decision to substitute a material or product for one specified on:

- a. Blueprints;
- b. Work orders;
- c. Contracts or engineering specifications unless there has been written authorization.

#### **25. War**

Any "claim" arising out of:

- a. War, including undeclared or civil war: or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents: or

- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these

#### **26. "Your work" Not Completed**

Any "claim" arising out of damage occurring to "your work" before you have completed "your work".

"Your work" will be deemed completed at the earliest of the following times:

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

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

#### **C. Supplementary Payments**

We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend:

- 1. All expenses we incur.
- 2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- 3. 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 \$250 a day because of time off from work.
- 4. All costs taxed against the insured in the "suit".
- 5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limit of insurance.

## **SECTION II – WHO IS AN INSURED**

### **A. If you are designated in the Declarations as:**

1. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
2. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
3. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
4. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

### **B. Each of the following is also an insured:**

1. Your "employees", other than either your executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.
2. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage.

### **C. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a "Named Insured" if there is no**

other similar insurance available to that organization.

However:

1. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the "policy period", whichever is earlier;
2. Coverage does not apply to "wrongful acts" that were committed before you acquired or formed the organization; and
3. The organization must be engaged in the covered operations described in **Item 1.** on the Declaration.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a "Named Insured" in the Declarations.

## **SECTION III - LIMITS OF INSURANCE**

### **A. Limits of Insurance**

1. The Limits of Insurance shown in **Item 2.** of the Declaration and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. "Claims" made;
  - c. "Suits" brought; or
  - d. Persons or organizations making "claims" or bringing "suits".

The most we will pay as the result of any one "claim" is the Per Claim Limit shown in **Item 2.** of the Declaration. Any "claim" or aggregation of "claims" resulting from any one "wrongful act" will be considered one "claim".

2. All "claims" arising out of:
  - a. The same "wrongful act"; and
  - b. All "interrelated wrongful acts"

of any insured shall be deemed to be one "wrongful act", and have been deemed to have originated in the earliest "policy period" in which a "claim" is first made against any insured alleging any such "wrongful act".

3. Subject to Paragraph 1. immediately above, the most we will pay as the result of all "claims" made during any one "policy period" under this policy, including any Extended Reporting Period, is the Aggre-

gate Limit shown in **Item 2.** of the Declaration.

4. The Limits of Insurance of this Coverage apply separately to each consecutive annual "policy period" shown in ~~Item 2.~~ of the Declarations, unless the "policy period" is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### **B. Deductible**

1. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the Deductible – Each Claim stated in **Item 3.** of the Declaration. The Limits of Insurance will not be reduced by the application of such deductible amount.
2. The terms of this Coverage Part including those with respect to our right and duty to defend any "claim" and your duties in the event of a "claim" or "suit" apply irrespective of the application of the deductible
3. We may pay any part or all of the deductible amount to settle any "claim" or "suit" and, upon notification; you shall promptly reimburse us for such part of the deductible amount that has been paid by us.

### **SECTION IV – CONDITIONS**

#### **A. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage.

#### **B. Duties in the Event of "Claim" or "Suit"**

1. You shall give us written notice of any "claim" brought against any insured and shall give such information and cooperation as we may reasonably require, including but not limited to a description of the "claim", the nature of the alleged injury, the names of the claimants, and the manner in which the insured first became aware of the "claim".
2. You shall provide us with all information, assistance and cooperation which we reasonably request and agree that in the event of a "claim" you will do nothing that may prejudice our position or our potential or actual rights of recovery.

3. You shall not settle any "claim", incur any defense costs or otherwise assume any contractual obligation or admit any liability with respect to any "claim" without our written consent, which shall not be unreasonably withheld. We shall not be liable for any settlement, defense costs, assumed obligation or admission to which we have not consented.

#### **C. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

1. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
2. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

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

If all or any part of a "claim" is also insured under any other prior or current policy, other than a policy issued by us or any company affiliated with us, then this insurance is excess over that other insurance, whether primary, excess, contingent or on any other basis, unless that other insurance was bought specifically to apply in excess of this Coverage.

1. When this Coverage is excess, we will have the right but not the duty to defend the insured against any "claim". If another insurer fails to defend, and we exercise our right to defend and incur costs as a result of such failure; we will be entitled to the insured's rights against such other insurer.
2. When this Coverage is excess, we will pay only our share of the amount of the "claim", if any, that exceeds the sum of:
  - a. The total amount that all such other insurance would pay for the "claim" in the absence of this Coverage; and
  - b. The total of all deductible and self-

insured amounts under all that other insurance.

**E. Two or More Coverage Parts, Forms, Endorsements or Policies Issued By Us**

It is our stated intent that the various coverage parts, forms, endorsements or policies issued to you by us, or any company affiliated with us; do not provide any duplication or overlap of coverage for the same "claim" or "suit". If this coverage part and any other coverage part, form, endorsement or policy issued to you by us, or any company affiliated with us, apply to the same act, error, omission, occurrence, offense, accident or loss; then the maximum Limit of Insurance under all such coverage parts, forms, endorsement or policies combined shall not exceed the highest applicable Limit of Insurance under any one coverage part, form, endorsement or policy.

This condition does not apply to any Excess or Umbrella Policy issued by us specifically to apply as excess insurance over this coverage part.

**F. Representations**

By accepting this policy, you agree:

1. The statements in the Declarations are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this policy in reliance upon those representations.

**G. Separation of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first "named insured", this insurance applies:

1. As if each "named insured" were the only "Named Insured"; and
2. Separately to each insured against whom "claim" is made or "suit" is brought.

**H. Transfer of Rights of Recovery Against Others to Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**I. Insured's Representative Clause**

By acceptance of this Coverage Part, the first "named insured" shown in the Declarations agrees to act on behalf of all insureds with respect to the giving and receiving of notice of "claim", the acceptance of endorsements, the giving or receiving of any other notice provided for in this Coverage Part, and the exercising or declining to exercise any right to an Extended Reporting Period, and agree that such first "named insured" shall act on all insured's behalf.

**J. Cancellation and Nonrenewal**

If we decide not to renew or cancel your policy, the provisions outlined in the Commercial General Liability Coverage Form of the policy for such action shall apply and will automatically include the non-renewal or cancellation of this coverage form. You agree that no further notice regarding termination of this Coverage Form will be required.

**K. Your Right to Claim and Wrongful Act Information**

1. We will provide the first "named insured" shown in the Declarations the following information relating to this and any preceding Contractor's Errors and Omissions Coverage Form we have issued to you during the previous three years:
  - a. A list or other record of each "wrongful act" not previously reported to any other insurer, of which we were notified in accordance with Paragraph **B.** of this Section. We will include the date and brief description of the "wrongful act" if that information was in the notice we received.
  - b. A summary by policy year, of payments made and amounts reserved, stated separately under the applicable Aggregate for Each Annual Policy Year limit.
2. Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.
3. You must not disclose this information to any claimant or claimant's representative without our consent.
4. If we cancel or elect not to renew this Coverage Form, we will provide such information no later than 30 days before the

date of policy termination. If other circumstances apply, we will provide this information only if we receive a written request from the first "named insured". In this case, we will provide this information within 45 days of receipt of the request.

5. We compile "claim" and "wrongful act" information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first "named insured", we make no representation or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate or incomplete information.

## SECTION V – DEFINITIONS

- A. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.

For the purposes of this definition:

1. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  2. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
- B. "Bodily injury" means bodily injury, bodily sickness or bodily disease sustained by a person, including death resulting from any of these at any time.
  - C. "Claim" means a demand from a third party or a "suit" filed against an insured which seeks money damages for:
    1. "Property damage" to "your product";
    2. "Property damage" to "your work";
    3. "Property damage" to "impaired property"; or
    4. Loss, cost or expense for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
      - a. "Your product";
      - b. "Your work"; or
      - c. "Impaired property"

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization other than an insured because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, however this does not include "normal or customary adjustments" to "your product" or "your work" after installation caused by faulty workmanship, materials or design.

- D. "Electronic Data" means information, facts, or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard and floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- E. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- F. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- G. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because it incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous, if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work".
- H. "Interrelated wrongful acts" mean all causally connected:
  1. Acts;
  2. Errors; or
  3. Omissions.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".
- J. "Named Insured" means the person or organization designated in the Declarations.
- K. "Normal or customary adjustments" mean those operations and expenses routinely engaged in or incurred after the installation of



"your work" or "your product" to render it fully functional and/or efficient and anticipated in your installation contract.

- L.** "Personal and Advertising Injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
1. False arrest, detention or imprisonment;
  2. Malicious prosecution;
  3. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  4. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  5. Oral or written publication, in any manner, of material that violates a person's right of privacy;
  6. The use of another's advertising idea in your "advertisement"; or
  7. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

- M.** "Policy period" means the period of time starting with the effective date of the policy and ending with the expiration date of the policy as shown in the Declarations, or any shorter period arising from termination or cancellation of the policy.

However, if this Coverage Part is issued subsequent to the effective date of the policy, the "policy period" for this Coverage Part will start with the effective date of the Coverage Part.

"Policy period" does not include any extended reporting period.

- N.** "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals, petroleum products and their by-products and waste. Waste includes material to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment.

- O.** "Property damage" means:
1. Physical injury to tangible property, in-

cluding all resulting loss of use of that property. All such loss of use shall be deemed to have taken place at the time of the physical injury that caused it; or

2. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to have taken place at the time of the incident that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

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

1. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent;
2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent; or
3. An appeal of a civil proceeding.

- Q.** "Temporary worker" means a person who is furnished to you to substitute for permanent "employee" on leave or to meet seasonal or short-term workload conditions.

- R.** "Wrongful act" means an error, omission or negligent act committed by the insured while conducting covered operations of the "named insured" as described in Item 1. of the Declaration.

- S.** "Your product":

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

2. Includes:

- a. Warranties or representations made by you at any time with respect to the fitness, quality, durability, performance or use of "your product", and
    - b. The providing of or failure to provide warnings or instructions.
  - 3. Does not include vending machines or other property rented to or located for the use of others but not sold.
- T. "Your work":
- 1. Means:
    - a. Work or operations performed by you or on your behalf; and
    - b. Materials, parts or equipment furnished in connection with such work or operations.
  - 2. Includes:
    - a. Warranties or representations made by you at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
    - b. The providing of or failure to provide warnings or instructions.

**SECTION VI – EXTENDED REPORTING PERIODS**

- A. We will provide one or more Extended Reporting Periods, as described below, if:
  - 1. This Coverage Part is canceled or not renewed; or
  - 2. We renew or replace this Coverage Part with insurance that:
    - a. Has a Retroactive Date later than the date shown in the Declaration.
    - b. Does not apply to "claims" arising out of "wrongful acts" on a claims-made basis.
- B. Extended Reporting Periods do not extend the "policy period" or change the scope of the coverage provided. They apply only to "claims" arising out of "wrongful acts" which were committed prior to the end of the "policy period", but not before the Retroactive Date, if any, shown in the Declaration.  
Once in effect, Extended Reporting Periods may not be canceled.
- C. If we cancel or do not renew for any reason other than nonpayment of premium, an Automatic Extended Reporting Period will be provided without an additional premium. This

period starts with the end of the "policy period" and lasts for 60 days with respect to "claims" arising out of "wrongful acts" which were committed prior to the end of the "policy period, but not before the Retroactive Date, if any, shown in the Declaration and are first made and reported during the Automatic Extended Reporting Period.

- 1. This Automatic Extended Reporting Period does not apply to claims that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to claims.
  - 2. The Automatic Extended Reporting Period does not reinstate or increase the Limits of Insurance.
- D. If this Coverage Part is cancelled or not renewed, you shall have the right, upon payment of an additional premium, to an Optional Extended Reporting Period. This period starts with the end of the "policy period" with respect to "claims" arising out of "wrongful acts" which were committed prior to the end of the "policy period" but not before the Retroactive Date, if any, shown in the Declaration and are first made and reported after the end of the "policy period".
- 1. This Optional Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance your purchase, or that would be covered but for exhaustion of the amount of insurance applicable to claims.
  - 2. The Optional Extended Reporting Period does not reinstate or increase the Limits of Insurance.
  - 3. You must give us a written request for the Optional Extended Reporting Period endorsement within 60 days following the date of cancellation or non-renewal. The Optional Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due. If the cancellation or non-renewal is for non-payment of premium, this Optional Extended Reporting Period will not be provided unless any earned premium due is paid within 60 days after the effective date of such cancellation or expiration.
  - 4. The available Optional Extended Reporting Periods and associated additional premiums are displayed in the table

below:

Optional Reporting Period	Percent of Annual Premium
One Year	100%

5. In the event similar insurance is in force covering "claims" first made during the

Extended Reporting Period, coverage provided by this Coverage Part shall be excess over any part of any other valid and collectable insurance available to the insured, whether primary, excess, and contingent or on any other basis, whose policy period begins or continues after our "policy period" ends.

## MASSACHUSETTS- CONTRACTOR'S ERRORS AND OMISSIONS COVERAGE PART (CLAIMS-MADE) DECLARATIONS

Policy Number	Policy Period 12:01 A. M., standard time		Coverage is provided in <u>by</u> :	Agency Code
	From	To		

<b>Named Insured and Address:</b>	<b>Agent:</b>

**LIMITS OF INSURANCE**

Item 1. Covered Operations of the Named Insured	Covered Operations:
Item 2. Limits of Insurance	Per Claim Limit                      \$
	Aggregate Limit                        \$
Item 3. Deductible Amount	Deductible – Each Claim            \$

**RETROACTIVE DATE**

This insurance does not apply to "wrongful acts" which occurred before the Retroactive Date, If any, Shown Here \_\_\_\_\_  
(Enter Date or "None" if no retroactive date applies)

<b>PREMIUM</b>	
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**FORMS AND ENDORSEMENTS** (Other than Applicable Forms and Endorsements Shown Elsewhere in the Policy)

Forms and Endorsements Applying to this Coverage Part and Made Part of this Policy at Time of Issue:

**MASSACHUSETTS DIVISION OF INSURANCE**  
**FORM UTILIZATION LIST**

**NOTE:** Terms used herein are defined below and an example is provided on the first line for your convenience.

**INSTRUCTIONS:** For filings containing Policy Forms, please provide the requested information for all previously-filed Ancillary Forms to be used with them. Likewise, for filings containing Ancillary Forms, please provide the requested information for all previously-filed Policy Forms with which they will be used. Please do NOT include in this List forms submitted for review in this filing. If your List is extensive, please use the second page as many times as necessary.

**For Property and Casualty Filings, these instructions apply also to any forms filed on the Filing Company’s behalf by a rating organization.**

The Hanover Insurance Company - 088-22292

*Please enter the corporate name and nine-digit NAIC number (e.g., 0000-00000) of the First Filing Company.*

Professional Liability

*Please enter the product name as filed.*

<b>Form Name</b>	<b>Form Number</b>	<b>Disposition Date</b>	<b>State/SERFF Tr Num</b>
ABC Insurance Benefit Form	ABC 0001 (01/10)	April 1, 2010	ABCI-123456789
Not applicable - all coverages forms & endorsements being submitted with this filing			

**Policy Form:** This is equivalent to any form whose Form Type on the SERFF Form Schedule may accurately be described as A.) PCF and CER in Property and Casualty filings, or as B.) POL and CER in Life, Annuity, Credit and Accident & Sickness filings.

**Ancillary Form:** This is equivalent to any form whose Form Type on the SERFF Form Schedule may accurately be described as A.) END, ABE, ERS, DEC and OTH in Property and Casualty filings, or as B.) POLA, CERA, OUT, NOC, DEP, PJK and OTH in Life, Annuity, Credit and Accident & Sickness filings.

**Disposition Date:** This is the date that the Division completed its review of the form and either approved it or placed it on file (or the date a Filing Company adopted the form from a rating organization for its use). Please note that this date *may not always be* the same as the Effective Date.

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

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

**NOTE:** This is only a Base Checklist. Credit involuntary unemployment insurance products require completion of a Supplemental Checklist. Motor vehicle insurance products and workers' compensation insurance products requires submission of different checklists.

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

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

**GENERAL FORM REQUIREMENTS**

If not filing forms, check here and skip section:

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
GR1	Objective standards of <u>M.G.L. 175, §2B</u> .	Check: <input checked="" type="checkbox"/>	
GR2	Effective date 30 days from submission. <u>M.G.L. 175, §22A</u>	Check: <input checked="" type="checkbox"/>	Always applicable
GR3	Form headed by corporate name of company. <u>Filing Guidance Notice 2006-A</u>	Check: <input checked="" type="checkbox"/>	See Filing Description
GR4	Signatures. <u>M.G.L. 175, §33</u>	Page _____, Para. _____	Company signature page attached to all policies
GR5	Applications constituting part of the contract designed to be attached to the policy. <u>M.G.L. 175, §192</u>	Check: <input checked="" type="checkbox"/>	

**NB:** all laws relative to the filing of policy/coverage forms apply to their endorsements and attached applications under M.G.L. 175, §192.

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

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

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

**MUTUAL COMPANY POLICY PROVISIONS**

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

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
MC1	Contingent mutual liability. <u>M.G.L. 175, §§102A(4) and 111A(4)</u>	Page _____, Para. _____	
MC2	Meetings of the company. <u>M.G.L. 175, §§76 and 102B</u>	Page _____, Para. _____	Form #: _____
MC3	Separate classifications of business. <u>M.G.L. 175, §§80 and 102B</u>	Page _____, Para. _____	
MC4	Total amount of liability. <u>M.G.L. 175, §81</u>	Page _____, Para. _____	
MC5	Application questions. <u>M.G.L. 175, §§98 and 111B</u>	Page _____, Para. _____	
MC6	Assessment liability. <u>M.G.L. 175, §§83, 93 and 111B</u>	Page _____, Para. _____	

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

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

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

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

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

**ADDITIONAL PROPERTY PROVISIONS**

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

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
AP1	“In case of fire” notice. <u>M.G.L. 175, §99(7)</u>	Page _____, Para. _____	
AP2	Certificate of municipal liens. <u>M.G.L. 175, §99(14)</u>	Page _____, Para. _____	
AP3	Notice to building commissioner. <u>M.G.L. 175, §99(15)</u>	Page _____, Para. _____	
AP4	Cost of relocation benefit. <u>M.G.L. 175, §99(15A)</u>	Page _____, Para. _____	
AP5	Elimination/Reduction in coverage. <u>M.G.L. 175, §99(16)</u>	Page _____, Para. _____	
AP6	Damage by nuclear reaction or nuclear contamination. <u>M.G.L. 175, §99A</u>	Page _____, Para. _____	
AP7	Loss settlement clause. <u>M.G.L. 175, §99B</u>	Page _____, Para. _____	
AP8	Notice of non-renewal. <u>M.G.L. 175, §193P</u>	Page _____, Para. _____	

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

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AP9	Mold exclusion requirements. <u>Bulletin 2006-02</u>	Page _____, Para. ____ ff.	
AP10	Heating oil release coverage requirements for “residential property” as defined in <u>M.G.L. 175, §4D. Bulletin 2010-03</u>	Page _____, Para. ____ ff.	
AP11	Minimum “guaranteed” replacement cost coverage cap of 125% of the amount of insurance (homeowners insurance).	Page _____, Para. _____	

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

**LEAD LIABILITY PROVISIONS – M.G.L. 175, §111H**

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

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

**ADDITIONAL LIABILITY PROVISIONS**

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

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
AL1	Medical pay provisions. <u>M.G.L. 175, §111C</u>	Page _____, Para. _____	Covered under separate GL/package policy
AL2	Professional liability. <u>M.G.L. 175, §111E</u>	Page _____, Para. _____	Compliant
AL3	Liquor liability. <u>M.G.L. 175, §112A</u>	Page _____, Para. _____	Not part of this policy form
AL4	Heating oil release coverage requirements for “residential property” as defined in <u>M.G.L. 175, §4D. Bulletin 2010-03</u>	Page _____, Para. ____ ff.	Not applicable
AL5a	For dog exclusions, specification of all dogs/breeds deemed aggressive by the company that have a prior history of biting.	Page _____, Para. _____	Check if no dog exclusions: <input checked="" type="checkbox"/>
AL5b	For dog exclusions, support for exclusion of dog from breeds specified.	Page _____, Para. _____	Check if no dog exclusions: <input checked="" type="checkbox"/>

**POLICY PROHIBITIONS**

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

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



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

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PR6	"Claims-made" stand-alone commercial general liability policies.	Check: <input type="checkbox"/>	Not applicable
PR7	Inclusion of defense costs within the limits of insurance in stand-alone commercial general liability policies.	Check: <input type="checkbox"/>	Not applicable

**GENERAL RATE REQUIREMENTS**

*If not filing rates, check here and skip section:*

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
RR1	Effective date 15 days from submission. <i>M.G.L. 174A, §6 and 175A, §6</i>	Check: <input checked="" type="checkbox"/>	Always applicable
RR2	Manual or plan of classifications, rules and rates. <i>Ibid.</i>	Check: <input checked="" type="checkbox"/>	
RR3	Final calculated rate exhibits. <i>Bulletin 2008-08</i>	Check: <input checked="" type="checkbox"/>	
RR4	Rating tiers based upon credit scores are not permitted; we hereby certify that our rates do not consist of tiers based on credit scores, nor consider the insured's credit score in our rating methodology.	Check: <input checked="" type="checkbox"/>	Always applicable

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

**RATE FILING INFORMATION**

*If not filing rates, check here and skip section:*

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
RS1	Five-year premium loss exhibit <i>Bulletin SRB 90-05</i>	Check: <input checked="" type="checkbox"/>	
RS2	Three-year expense exhibit. <i>Ibid.</i>	Check: <input checked="" type="checkbox"/>	Always applicable
RS3	Competitor rates. <i>Ibid.</i>	Check: <input checked="" type="checkbox"/>	
RS4	Judgment rates. <i>Ibid.</i>	Check: <input checked="" type="checkbox"/>	
RS5	For homeowners forms only, count of Barnstable county exposures to which this insurance applies.	Check: <input type="checkbox"/>	Not applicable
RS6	For homeowners forms only, count of Dukes and Nantucket counties exposures to which this insurance applies.	Check: <input type="checkbox"/>	Not applicable
RS7	(a)-Rates Reference Guide (see Page 5).	Check: <input type="checkbox"/>	Not applicable

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

**PREMIUM INSTALLMENT PAYMENT PLANS**

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

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

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

**(a)-RATES REFERENCE GUIDE**

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

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

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

## STATEMENT OF VARIABILITY

The following forms have variable fields:

**421-2166 01 12 MASSACHUSETTS - CONTRACTOR'S ERRORS AND OMISSIONS COVERAGE PART (CLAIMS-MADE) DECLARATIONS:** The variable fields indicate the specific information for the policy number, the policy period, the company which coverage is provided by, the agency code, the named insured and address, the agent information, the covered operations, the limits of insurance per claim limit, per aggregate limit, the retroactive date, the premium amount and the forms and endorsements application to this coverage part.

**421-2296 01 12 MASSACHUSETTS CONTRACTOR'S ERRORS AND OMISSIONS – OPTIONAL EXTENDED REPORTING PERIOD ENDORSEMENT:** The variable fields indicate the additional premium for the Optional Extended Reporting Period and the effective dates for this coverage.

**Contractor's Liability Coverage  
Massachusetts  
(Professional Liability Coverage)**

The Hanover Insurance Group has developed these professional liability forms to be used for our insureds who are contractors. We wish to revise forms from our approved professional/Multi-peril filing, SERFF filing ID HNVX-G127349988. We would like to correct minor typographic errors, make very minor changes to the Massachusetts Contractor's Errors and Omissions Coverage Part and the Massachusetts Contractor's Errors and Omissions Coverage Part (Claims-Made) Declarations. In addition, we would like to withdraw the Countrywide Contractor's Errors and Omissions Optional Extended Reporting Period Endorsement and replace it with a Massachusetts specific version with references that coordinate with the Massachusetts Contractor's Errors and Omissions Coverage Part (Claims-Made) Declarations.

**MASSACHUSETTS DIVISION OF INSURANCE  
CERTIFICATION OF COMPLIANCE**

The Hanover Insurance Company

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

MA11323CG00088

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

I, **Jodi Sullivan**, **State Filing Analyst**,  
*Name Title*

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

***Jodi Sullivan*** Digitally signed by Jodi Sullivan  
DN: cn=Jodi Sullivan, o, ou, email, c=US  
Date: 2012.01.23 15:13:22 -05'00'

Signature

January 23, 2012

Date