

SERFF Tracking Number: HRLV-127285397 State: Massachusetts
First Filing Company: Harleysville Insurance Company, ... State Tracking Number:
Company Tracking Number: GLJL120610-1; GLJL062710-1; CLJL011111-1 & GLJL022311-1
TOI: 17.1 Other Liability-Occ Only Sub-TOI: 17.1001 Commercial General Liability
Product Name: GL Abuse or Molestation, Harleysville Proprietary; IL-7185& CG-7364 Blanket Add'l Inured
Project Name/Number: GL/06/22/2011

Filing at a Glance

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

Product Name: GL Abuse or Molestation, SERFF Tr Num: HRLV-127285397 State: Massachusetts
Harleysville Proprietary; IL-7185& CG-7364
Blanket Add'l Inured

TOI: 17.1 Other Liability-Occ Only SERFF Status: Closed-Placed on State Tr Num:
File

Sub-TOI: 17.1001 Commercial General Liability Co Tr Num: GLJL120610-1; State Status: Closed-Placed On
GLJL062710-1; CLJL011111-1 & File
GLJL022311-1

Filing Type: Form/Rule

Reviewer(s): Conrad Ciszek
Authors: Eileen Fisher, Tina
Losinno

Date Submitted: 07/20/2011 Disposition Status: Placed on File

Effective Date Requested (New): 02/01/2012

Effective Date (New): 02/01/2012

Effective Date Requested (Renewal): 02/01/2012

Effective Date (Renewal):

02/01/2012

General Information

Project Name: GL

Status of Filing in Domicile: Pending

Project Number: 06/22/2011

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 08/24/2011

Deemer Date:

State Status Changed: 08/24/2011

Submitted By: Eileen Fisher

Created By: Eileen Fisher

Corresponding Filing Tracking Number:

Filing Description:

We submit for your review and approval the introduction of the following forms and corresponding rules to be applicable to our Commercial General Liability Program:

- Optional endorsement CG-7319 Abuse or Molestation Liability– School Bus Contractors
- Optional endorsement CG-7346 Blanket Waiver of Transfer of Rights of Recovery Against Others to Us When You

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Project Name/Number: GL/06/22/2011

Have Agreed in Writing Prior to the Loss

- Optional endorsement CG-7347 Blanket Locations Separate General Aggregate Limit
- Optional endorsement CG-7348 Blanket Construction Projects Separate General Aggregate Limit
- Optional endorsement CG-7349 Blanket Additional Insured – Automatic Status When Required in Agreement With You
- Mandatory endorsement for all contractor insureds: CG-7350 Exclusion – Contractors Professional Liability
- Optional endorsement CG-7364 Blanket Additional Insured – Products – Automatic Status When Required In Agreement With You
- Optional endorsement IL-7185 Notice of Cancellation and Nonrenewal for Designated Person or Organization

In addition we are revising Rule 43. Employee Benefits Liability Coverage to allow Employee Benefits Liability limits that are in excess of the CGL limit.

Attached: CG-7319 (Ed. 7-11) Abuse or Molestation Liability– School Bus Contractors
CG-7346 (Ed. 7-10) Blanket Waiver of Transfer of Rights of Recovery Against Others to Us When You Have Agreed in Writing Prior to the Loss
CG-7347 (Ed. 7-10) Blanket Locations Separate General Aggregate Limit
CG-7348 (Ed. 7-10) Blanket Construction Projects Separate General Aggregate Limit
CG-7349 (Ed. 7-10) Blanket Additional Insured – Automatic Status When Required in Agreement With You
CG-7350 (Ed. 7-10) Exclusion – Contractors Professional Liability
CG-7364 (Ed. 12-10) Blanket Additional Insured – Products – Automatic Status When Required In Agreement With You
IL-7185 (Ed. 9-10) Notice of Cancellation and Nonrenewal for Designated Person or Organization
(MA) CG-HE-7 thru 11, February 2012
Withdrawn: (MA) CG-HE-7 thru 10, HWIC & PREF, placed on file 10/30/2008, state tracking #116991
HIC & HMIC, placed on file 11/17/2008, state tracking #116903

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

Your favorable consideration will be appreciated.

Company and Contact

Filing Contact Information

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

Filing Company Information

Harleysville Insurance Company CoCode: 23582 State of Domicile: Pennsylvania

SERFF Tracking Number: HRLV-127285397 State: Massachusetts
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355 Maple Avenue Harleysville, PA 19438 (215) 256-5000 ext. [Phone] -----	Group Code: 253 Group Name: FEIN Number: 41-0417250	Company Type: State ID Number:
Harleysville Mutual Insurance Company 355 Maple Avenue Harleysville, PA 19438 (215) 256-5000 ext. [Phone] -----	CoCode: 14168 Group Code: 253 Group Name: FEIN Number: 23-0902325	State of Domicile: Pennsylvania Company Type: State ID Number:
Harleysville Preferred Insurance Company 355 Maple Avenue Harleysville, PA 19438 (215) 256-5000 ext. [Phone] -----	CoCode: 35696 Group Code: 253 Group Name: FEIN Number: 23-2384978	State of Domicile: Pennsylvania Company Type: State ID Number:
Harleysville Worcester Insurance Company 355 Maple Avenue Harleysville, PA 19438 (215) 256-5000 ext. [Phone] -----	CoCode: 26182 Group Code: 253 Group Name: FEIN Number: 04-1989660	State of Domicile: Pennsylvania Company Type: State ID Number:

Filing Fees

Fee Required? Yes
 Fee Amount: \$900.00
 Retaliatory? No
 Fee Explanation:
 Per Company: Yes

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Harleysville Insurance Company	\$225.00	07/20/2011	49929647
Harleysville Mutual Insurance Company	\$225.00	07/20/2011	49929648
Harleysville Preferred Insurance Company	\$225.00	07/20/2011	49929649
Harleysville Worcester Insurance Company	\$225.00	07/20/2011	49929650

State Specific

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- 1.) All Lines: Please indicate a.) the number of jurisdictions in which the submitted materials have been submitted, b.) the number of any approvals and disapprovals yet received, and c.) the reasons for any disapprovals.: 25, no approvals or disapprovals to date - all filed simultaneously.
- 2.) Property/Casualty: If this filing contains endorsements, please advise if they are mandatory at issue, issued at the company's discretion, or elected by the applicant/insured. If issued at the company's discretion, please include on the Rate/Rule Schedule a copy of the manual pages governing the use of each endorsement. If elected by the applicant/insured, please describe here how the applicant/insured is advised of the option to elect or decline each endorsement.: Agent advises that the insured may add to provide additional coverages. CG-7350 is a mandatory exclusion for Contractor Risks.
- 3.) Property/Casualty: If this filing has been made to non-adopt, or delay the adoption of, a rating organization's filing, please indicate here a.) the designation number of the rating organization's filing, and b.) what the company intends to use instead of that filing, with the date it was placed on file by the Division.: n/a
- 4.) Life/Annuity: Please indicate the marketing purpose of any forms submitted that have been developed for use in specific markets.: n/a

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Placed on File	Conrad Ciszek	08/24/2011	08/24/2011

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Conrad Ciszek	07/21/2011	07/21/2011	Eileen Fisher	07/21/2011	07/21/2011
Pending Industry Response	Conrad Ciszek	07/20/2011	07/20/2011	Eileen Fisher	07/21/2011	07/21/2011

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Blanket Waiver of Transfer of Rights of Recovery Against Others to Us When You Have Agreed in Writing Prior to the Loss	Eileen Fisher	07/20/2011	07/20/2011

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
SERFF Tracking Number: HRLV-127285397	Note To Filer	Carla Kelton	07/20/2011	07/20/2011

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Project Name/Number: GL/06/22/2011

Disposition

Disposition Date: 08/24/2011
Effective Date (New): 02/01/2012
Effective Date (Renewal): 02/01/2012
Status: Placed on File
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Certification of Compliance Form		Yes
Supporting Document	Checklist(s)		Yes
Supporting Document	Form Utilization List		Yes
Supporting Document	Letter of Authorization		Yes
Supporting Document	comparison		Yes
Form	Abuse or Molestation Liability - School Bus Contractors		Yes
Form (revised)	Blanket Waiver of Transfer of Rights of Recovery Against Others to Us When You Have Agreed in Writing Prior to the Loss		Yes
Form	Blanket Waiver of Transfer of Rights of Recovery Against Others to Us When You Have Agreed in Writing Prior to the Loss		Yes
Form	Blanket Locations Separate General Aggregate Limit		Yes
Form	Blanket Construction Projects Separate General Aggregate Limit		Yes
Form	Blanket Additional Insured - Automatic Status When Required in Agreement With You		Yes
Form	Exclusion- Contractors Professional Liability		Yes
Form	Notice of Cancellation and Nonrenewal for Designed Preson or Organization		Yes
Form	Blanket Additional Insured - Products - Automatic Status When Required In Agreement With You		Yes
Rate	manual pages		Yes

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Project Name/Number: GL/06/22/2011

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 07/21/2011
Submitted Date 07/21/2011
Respond By Date 08/21/2011

Dear Eileen Fisher,

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

1.) Please revise the forms/endorsements contained in this filing to comply with the statutory requirements (MGL Ch 175 Sec 18, 33 and 192) regarding the posting of the company name. You may provide a copy of the declarations page containing the insurer assuming the risk in lieu of revising the entire portfolio of forms and endorsements. Please refer to the attachment and the SERFF general filing instructions outlining the details of these requirements. Thank you.

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

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

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

Sincerely,
Conrad Ciszek



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

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

MITT ROMNEY
GOVERNOR

KERRY HEALEY
LIEUTENANT GOVERNOR

BETH LINDSTROM
DIRECTOR, CONSUMER AFFAIRS
AND BUSINESS REGULATION

JULIANNE M. BOWLER
COMMISSIONER OF INSURANCE

TO: Insurers Offering Property and Casualty Policies in Massachusetts

FROM: Kevin Patrick Beagan, Deputy Commissioner, and Director of the State Rating Bureau

DATE: January 18, 2006

RE: Guidance When Filing Policy Forms with the Massachusetts Division of Insurance to Demonstrate Compliance with M.G.L. Chapter 175, §§18 and 192

The purpose of this notice is to provide all property and/or casualty insurance carriers with guidance when filing policy forms in Massachusetts about what to file to demonstrate compliance with M.G.L. c. 175, §§18 and 192.

In accordance with the provisions common to foreign and domestic companies as found in M.G.L. c.175, §18: Conduct of Business; Publication of Financial Condition, paragraph one:

“Every company shall conduct its business in the commonwealth in its corporate name and all policies and contracts, other than contracts of corporate suretyship, issued by it shall, except as provided in sections one hundred and two A, one hundred and two C, one hundred and ten C, one hundred and eleven A, one hundred and seventeen A and one hundred and seventeen B of this chapter and in section fifty-six of chapter one hundred and fifty-two, and except as otherwise provided herein, be headed or entitled only by such name. Two or more insurers under a common management who represent themselves to be or are customarily known as an insurance company group or similar insurance trade designation may, with the approval of the commissioner, head or entitle policies or contracts with the name of the group or similar trade designation or with the names of the individual members of the group; provided, that the company assuming the insurance is specifically identified.”

Additionally, compliance with M.G.L. c.175, §18 is also applicable to endorsement, rider, and amendment forms that are issued at renewal, in accordance with M.G.L. c.175, §192:

“All provisions of law relative to the filing of policy forms with, and the approval of such forms by, the commissioner shall also apply to all forms of riders, endorsements and

Property and Casualty Insurance Companies
Re: M.G.L. Chapter 175, §§18 and 192
January 13, 2006

applications designed to be attached to such policy forms and when so attached to constitute a part of the contract; provided, that riders or endorsements used at the request of individual policyholders in connection with policies of life or endowment insurance relative to the distribution of benefits payable under their policies or to the reservation of rights or benefits thereunder, and riders or endorsements used under the ninth clause of section ninety-nine in connection with policies of fire insurance issued under section one hundred and two A, may be used, so far as consistent with law, without such approval. All such provisions of law shall also apply to all forms of riders or endorsements, designed to be attached to motor vehicle liability policies as defined in section thirty-four A of chapter ninety, providing for additional coverage permitted by section one hundred and eleven C.

The Division recognizes that some carriers adhere to a general practice of issuing policy jackets or declaration pages with all contracts, endorsements and amendments. If jackets or declaration pages are being consistently used as the first page of a contract, endorsement or amendment, carriers can demonstrate compliance with sections 18 and 192 by heading or entitling such forms with the corporate name of the company assuming the insurance and submitting them to the Division to be placed on file. Brackets can be used if accompanied by a statement of variability that lists all company names that may appear. **A marketing or group name alone is not sufficient to demonstrate compliance.**

Once a form is placed on file, all subsequent policy forms filed that will be issued with jackets or declaration pages previously placed on file should indicate such in section 21 of the Uniform Transmittal Document submitted with the filing. The Uniform Transmittal Document can be accessed on the NAIC website at: http://www.naic.org/industry_rates_forms_trans_docs.htm

Alternatively, those carriers that do not use jackets or declaration pages, or who elect not to place them on file at the Division, should head or entitle all contract, endorsement and amendment forms with the corporate name of the company assuming the insurance. **A marketing or group name alone is not sufficient to demonstrate compliance.**

Carriers who have authorized a rating organization such as ISO or AAIS to file on their behalf are to ensure that one of the methods prescribed above is applied when using forms.

The Division expects that all forms being used by carriers are in compliance with this notice and with M.G.L. c. 175, §§18 and §192 and that carriers will make any necessary changes to any forms that are currently in use to bring them into compliance. Any forms not in compliance with the provisions of M.G.L. c. 175, §§18 and §192 may result in market conduct action.

Please refer all inquiries regarding this notice to Lorraine E. Young, Director Policy Form Review at (617) 521-7343 or via email at lorraine.e.young@state.ma.us.

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Project Name/Number: GL/06/22/2011

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	07/21/2011
Submitted Date	07/21/2011

Dear Conrad Ciszek,

Comments:

We submit the following response:

Response 1

Comments: I inadvertently omitted in the general information tab - that our policy jackets are on filed with the DOI under SERFF HRLV-126783726, placed on file 11/2/2010. These jackets replace the need for company names on individual forms.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Eileen Fisher, Tina Losinno

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Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	07/20/2011
Submitted Date	07/20/2011
Respond By Date	08/20/2011

Dear Eileen Fisher,

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

1.) Please indicate if form Optional endorsement IL-7185 Notice of Cancellation and Nonrenewal for Designated Person or Organization has been filed for other lines of insurance or as an interline filing. If so, please provide the lines of insurance for which that form has been filed for and the SERFF tracking number of those respective filings. If not, please provide the SERFF tracking number for the interline filing for which it has been filed.

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

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

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

Sincerely,
Conrad Ciszek

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Project Name/Number: GL/06/22/2011

Response Letter

Response Letter Status Submitted to State
Response Letter Date 07/21/2011
Submitted Date 07/21/2011

Dear Conrad Ciszek,

Comments:

We submit the following response:

Response 1

Comments: This form has been filed for our StarPak Business Owners Program and Commercial Automobile. Here are the SERFF tracking numbers for each:

StarPak Business Owners Program: no state tracking number assigned - SERFF#HRLV-126994141, placed on file 1/24/2011

Commercial Automobile: no state tracking number assigned - SERFF#HRLV-127277390, placed on file 7/18/2011

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Eileen Fisher, Tina Losinno

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Note To Filer

Created By:

Carla Kelton on 07/20/2011 11:21 AM

Last Edited By:

Conrad Ciszek

Submitted On:

08/24/2011 09:32 AM

Subject:

SERFF Tracking Number: HRLV-127285397

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.

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Amendment Letter

Submitted Date: 07/20/2011

Comments:

It was brought to our attention that the copy of CG-7346 attached to the form schedule was unopenable. A usable copy has been attached.

Changed Items:

Form Schedule Item Changes:

Form Name	Form Number	Edition Date	Form Type	Action	Replaced Form #	Previous Filing #	Readability Score	Attachments
Blanket Waiver of Transfer of Rights of Recovery Against Others to Us When You Have Agreed in Writing Prior to the Loss	CG-7346	7-10	Endorsement/Amendment/Conditions	New			0.000	CG-7346 (Ed. 7-10).pdf

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Form Schedule

Schedule Item Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
	Abuse or Molestation Liability - School Bus Contractors Blanket Waiver of Transfer of Rights of Recovery Against Others to Us When You Have Agreed in Writing Prior to the Loss	CG-7319	7-11	Endorsement/Amendment/Conditions	New	0.000	CG-7319 (Ed. 7-11).pdf
	Blanket Locations Separate General Aggregate Limit	CG-7346	7-10	Endorsement/Amendment/Conditions	New	0.000	CG-7346 (Ed. 7-10).pdf
	Blanket Construction Projects Separate General Aggregate Limit	CG-7347	7-10	Endorsement/Amendment/Conditions	New	0.000	CG-7347 (Ed. 7-10).pdf
	Blanket Additional Insured - Automatic Status When Required in Agreement With You	CG-7348	7-10	Endorsement/Amendment/Conditions	New	0.000	CG-7348 (Ed. 7-10).pdf
	Exclusion- Contractors Professional Liability	CG-7349	7-10	Endorsement/Amendment/Conditions	New	0.000	CG-7349 (Ed. 7-10).pdf
		CG-7350	7-10	Endorsement/Amendment/Conditions	New	0.000	CG-7350 (Ed. 7-10).pdf

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Notice of Cancellation and Nonrenewal for Designed Preson or Organization	IL-7185	9-10	Endorseme New nt/Amendm ent/Condi ti ons	0.000	IL-7185 (Ed. 9-10).pdf
Blanket Additional Insured - Products - Automatic Status When Reqjired In Agreement With You	CG-7364	12-10	Endorseme New nt/Amendm ent/Condi ti ons	0.000	CG-7364 (Ed. 12-10).pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE OR MOLESTATION LIABILITY – SCHOOL BUS CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Except for the insurance provided by this endorsement and subject to the Limits of Insurance set forth below, the policy to which this endorsement is attached does not apply to any claim or “suit” seeking damages because of “abuse or molestation injury” including, but not limited to, claims or “suits” alleging the negligent employment, investigation, supervision, reporting to proper authorities, or failure to report, or retention of any person, for whom any insured is or ever was legally responsible, whose behavior or conduct resulted in “abuse or molestation injury” to another person.

The Limits of Insurance provided by this endorsement for damages because of “abuse or molestation injury” are the only limits of insurance that apply to such damages and are not combined with or added to any other limits of insurance for “bodily injury”, “personal and advertising injury” or other injury or damage which are provided by the policy to which this endorsement is attached, or any other endorsement thereto.

Schedule

Limits of Insurance	
\$ _____	Each Claim
\$ _____	Annual Aggregate

I. COVERAGE

A. Insuring Agreement

1. We will pay those sums that the insured becomes legally obligated to pay as damages because of “abuse or molestation injury” to any person which occurs during the policy period to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages for “abuse or molestation injury” to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” and settle any claim or “suit” that may result. But:
 - a. The amount we will pay for damages is limited as described in **SECTION II. LIMITS OF INSURANCE** of this endorsement; and
 - b. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS**.
2. This insurance applies to damages because of “abuse or molestation injury” only if:
 - a. The “abuse or molestation injury” is caused by an “occurrence” that takes place in the “coverage territory”;
 - b. The “abuse or molestation injury” occurs during the policy period; and
 - c. Prior to the policy period, no insured knew that the damages had occurred in whole or in part.

B. EXCLUSIONS

1. This insurance does not apply to:
 - a. any person who actually or allegedly participated in, directed or knowingly allowed or condoned the abusive or molesting communication, behavior or conduct or the administration of corporal punishment resulting in “abuse or molestation injury”.
 - b. any owner, executive officer or principal of a corporation or any other business form; member or partner of a partnership; or manager of a limited liability company who personally participated in or knowingly condoned the abusive or molesting communication, behavior or conduct or the administration of corporal punishment resulting in “abuse or molestation injury”. This exclusion applies to the corporation or partnership itself as a separate legal entity under such circumstances.

- c. the cost of defense of, or the cost of paying any fines for any person resulting from actual or alleged violation of any penal or criminal statute.
- d. "abuse or molestation injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of such contract or agreement.
- e. "abuse or molestation injury" that first occurs prior to the inception of this policy even if such injury continues into this policy period.
- f. "abuse or molestation injury" that becomes known through the release of "repressed memory".
- g. "abuse or molestation injury" to:
 - i. an "employee" of the insured arising out of and in the course of:
 - (a) employment by the insured; or
 - (b) performing duties related to the conduct of the insured's business; or
 - ii. the spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (a) above. This exclusion applies:
 - i. whether the insured may be liable as an employer or in any other capacity; and
 - ii. to any obligation to share damages with or repay someone else who must pay damages because of the injury.
- h. any obligation of the insured under a workers compensation disability benefits or unemployment compensation law or any similar law.
- i. any claim for loss of consortium.
- j. any claim for exemplary or punitive damages.
- k. any civil or criminal penalties, fines or assessments.
- l. any "abuse or molestation injury" to:
 - i. any person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person: or
 - ii. The child, parent, brother or sister of that person as a consequence of "abuse or molestation injury" to that person at whom the employment-related practices described in i(a),(b) or (c) above is directed. This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the "abuse or molestation injury".
- m. any claim or "suit" seeking non-pecuniary, injunctive or other equitable relief.
- n. any "abuse or molestation injury" expected or intended from the standpoint of the insured. This exclusion does not apply to "abuse or molestation injury" resulting from the use of reasonable force to protect persons or property or resulting from the infliction of corporal punishment to any student which is administered while such student is in the care, custody and control of any insured, except that this coverage does not apply to any insured who personally participated in or knowingly condoned the infliction of corporal punishment.

2. The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under Section **2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to:

- (6) the extent that coverage is provided by this Abuse or Molestation Liability Coverage endorsement.

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 court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- 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 limits of insurance.

II. LIMITS OF INSURANCE

- A. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:
 1. Insureds;
 2. Claims made or "suits" brought; or
 3. Persons or organizations making claims or bringing "suits".
- B. Subject to the General Aggregate Limit and the Each Occurrence Limit shown in the Declarations, the Annual Aggregate Limit shown on the above Schedule is the most we will pay for the sum of all damages because of all "abuse or molestation injury" to which this insurance applies.
- C. Subject to the General Aggregate Limit and the Each Occurrence Limit shown in the Declarations and to B. above, the Each Claim Limit shown on the above Schedule is the most we will pay for the sum of all damages because of all "abuse or molestation injury" arising out of any one claim.
- D. Any and all damages paid under the terms and conditions of this Abuse or Molestation Liability coverage will further be applied against and will reduce the General Aggregate Limit of Insurance shown in the Declarations, as provided in the Commercial General Liability Coverage Part in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.
- E. The Limits of Insurance of this Abuse or Molestation Liability coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Annual Aggregate and in which event the Annual Aggregate will be increased in proportion to the period of extension.

III. DEFINITIONS

- A. "Abuse or molestation injury" means the actual or threatened "bodily injury", emotional or psychological injury or harm to any person(s) inflicted through abusive or molesting verbal or non-verbal communication, behavior or conduct while that person(s) is in the care, custody or control of any insured, or inflicted by corporal punishment to any student which is administered while that student is in the care, custody or control of any insured. The terms abusive or molesting verbal or non-verbal communication, behavior or conduct are intended to have their broadest meaning and include, but are not limited to, physical abuse, verbal abuse, harassment, humiliation, lewd behavior, unwanted touching and unwelcome advances of any kind.
- B. "Each Claim" means that regardless of the number of abusive or molesting acts, communications or corporal punishments, period of time over which such acts, communications or punishments occur or number of persons acted upon or molested or abused or punished by such acts, punishments or communications, all "abuse or molestation injury" arising out of all acts, punishments and communications by one person, or by two or more persons acting together, will be considered one claim, subject to the "Each Claim" limit of insurance.
- C. "Repressed memory" means the current recollection of a prior traumatic event or events including abusive or molesting acts, communications, conduct, corporal punishments or behavior which, prior to the current recollection, had been unconsciously retained in the mind.
- D. "Suit" for purposes of this endorsement means a civil proceeding in which damages because of "abuse or molestation injury" to which this insurance applies are alleged. "Suit" includes:
 1. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US WHEN YOU HAVE AGREED IN WRITING
PRIOR TO THE LOSS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**, (Condition 8, under **Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**) is deleted and replaced with the following:

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. However, we have no right to seek recovery of all or any part of such payment against any person or organization with whom the insured has agreed in writing prior to the loss not to seek recovery of such payments.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET LOCATIONS SEPARATE GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. For all sums which the insured becomes legally obligated to pay as damages because of “bodily injury” or “property damage” caused by an “occurrence” to which this insurance applies under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to ongoing operations at a single “insured location”:
1. A separate General Aggregate Limit applies to that “insured location”, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The separate General Aggregate Limit for that “insured location” is the most we will pay for those sums which the insured becomes legally obligated to pay as damages because of “bodily injury” or “property damage” caused by an “occurrence” to which this insurance applies under **COVERAGE A**, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”, and for medical expenses under **COVERAGE C**, which can be attributed only to ongoing operations at that “insured location”, regardless of the number of:
 - a. Insureds;
 - b. Claims made or “suits” brought; or
 - c. Persons or organizations making claims or bringing “suits”.
 3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses which can be attributed only to ongoing operations at a single “insured location” shall reduce the separate General Aggregate Limit for that “insured location”. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other separate General Aggregate Limit for that “insured location”.
 4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expenses continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the separate General Aggregate Limit for that “insured location”.
 5. For purposes of this endorsement, “insured location” means any location indicated as such on the Declarations or any other premises owned or rented by you on which you are performing your ongoing operations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET CONSTRUCTION PROJECTS SEPARATE GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. If you enter into a written contract or agreement with a person or entity for whom you are performing operations with respect to a certain construction project, as identified in the contract or agreement, and that contract or agreement requires a separate General Aggregate Limit for that construction project, for those sums which the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damaged" caused by an "occurrence" to which this insurance applies under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to ongoing operations at that construction project:
1. A separate General Aggregate Limit applies to that construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The separate General Aggregate Limit for that construction project is the most we will pay for damages for which this policy applies under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, which can be attributed only to ongoing operations at that construction project, regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the separate General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in this Declarations nor shall they reduce any other separate General Aggregate Limit for any other construction project.
 4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expenses continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the separate General Aggregate Limit for that construction project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom “you” are performing operations, or to whom you are leasing, subleasing or otherwise entrusting the use or occupancy of premises owned by or rented to “you”, only as specified under a written contract, lease, sublease or agreement that requires that such person or organization be added as an additional insured on “your” policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by the acts or omissions of the “Named Insured” in the performance of the “Named Insured’s” ongoing operations for the additional insured or in connection with such premises owned by or rented to a “Named Insured”, but in both instances only as specified under the written contract, lease, sublease or agreement. A person’s or organization’s status as an additional insured under this endorsement ends the earlier of when “your” on-going operations for that additional insured are completed or when “you” no longer are contractually required to include such person or organization as an additional insured under “your” policy.
- B.** The insurance provided to an additional insured by this endorsement is limited as follows:
1. The additional insured is covered only for such damages which are caused, in whole or in part, by the acts or omissions of the “Named Insured” to which the additional insured is entitled to be indemnified by the “Named Insured” pursuant to the written contract, lease, sublease or agreement referenced in Paragraph A. above and only for those sums that the additional insured is legally obligated to pay as damages under tort law principles to the injured party because of “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance applies, and in accordance with the stated policy limits and policy conditions. This coverage does not apply for defense or indemnity of the additional insured if state or federal law does not permit indemnification of the additional insured by the “Named Insured” for the claim of the third party.
 2. The limits of insurance are those set forth in the policy and Declarations or those specified in the written contract, lease, sublease or agreement referenced in Paragraph A. above, whichever is less.
- C.** With respect to the insurance afforded to additional insured, the following exclusions are added:
- 2. Exclusions**
- a. This insurance does not apply if the written contract, lease, sublease or agreement referenced in Paragraph A. above was not executed by the “Named Insured” prior to the “occurrence” giving rise to the additional insured’s potential liability.
 - b. This insurance does not apply to the additional insured’s liability to indemnify, defend or hold harmless a third party.
 - c. This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.
 - d. “Bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of, or the failure to render, any professional architectural, engineering or, surveying services, including:
 - (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, inspection, architectural or engineering activities.
 - e. “Bodily injury” or “property damage” occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

D. Other Insurance

1. If specifically required by the written contract, lease, sublease or agreement referenced in Paragraph A. above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract, lease or sublease does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
2. Even if the requirements of paragraph 1. are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage shall share with other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement. This cost sharing shall be pursuant to Section IV, paragraph 4.c., Method of Sharing.

E. Definitions

Solely for purposes of the insurance afforded to an additional insured by this endorsement:

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

"You" or "your" means a "Named Insured" as defined above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONTRACTORS PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

1. This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of or failure to render any professional services by you or on your behalf, including but not limited to any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity, but only with respect to either or both of the following operations:
 - a. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
 - b. Providing, or hiring independent professionals to provide engineering, architectural or surveying services in connection with construction work you perform.
2. Subject to Paragraph 3. below, professional services include:
 - a. Providing, preparing, approving, or failing to provide, prepare or approve, plans, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications;
 - b. Altering, modifying, changing, or value engineering plans, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - c. Supervisory or inspection activities performed as part of any related architectural or engineering activities.Professional services also include tests performed, evaluations, consultations and advice given, and the reporting of or reliance upon any such test, evaluation, consultation or advice. Professional services also include the use of experimental data and the insured’s interpretation of that data.
3. Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor unless those services include the alteration, modification, changing, or value engineering of the plans, designs, consultations, or advice provided by an architect or engineer.
4. With respect to a project in which you serve as construction manager, this insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of:
 - a. The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on that project; or
 - b. The inspection, supervision, quality control, architectural or engineering activities done by or for you on that project.Exclusion 4. does not apply to “bodily injury” or “property damage” due to construction or demolition work done by you, your “employees” or your subcontractors.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION OR NONRENEWAL
FOR DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under this policy:

SCHEDULE

Policy Period: Effective date:			to	Expiration date:
Name of Person or Organization:	Project I.D.:	Mailing Address or Email Address:		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations or additional separate Schedule.				

The following **Condition** is added:

If we cancel or nonrenew this policy, other than for non-payment of premium or at the request of the Named Insured, we will provide advance written notice of such cancellation or nonrenewal to the person(s) or organization(s) listed in the SCHEDULE above. Such notice will be provided to such person(s) or organization(s) no less than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation or nonrenewal. At our election, the notice shall either be mailed by first class mail, postage prepaid to the address indicated in the SCHEDULE for such person or organization or sent by electronic mail to the email address set forth in the SCHEDULE for such person or organization. Such notice shall identify the policy, including the identity of the Named Insured, being cancelled or nonrenewed and provide the effective date of cancellation or nonrenewal. If sent by first class mail, proof of mailing constitutes proof of notice. If sent by email, proof of sending constitutes proof of notice.

Our obligation to send notice to the person or organization listed in the SCHEDULE above shall terminate the earlier of: i) the end of the current Policy Period; or ii) when you no longer have a legal or contractual obligation to such person or organization to maintain insurance coverage under a policy which requires that such person or organization be notified in the event of cancellation or nonrenewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRODUCTS – AUTOMATIC STATUS WHEN REQUIRED IN AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an insured any person or organization to whom the Named Insured sold “your products” only as specified under a written contract or agreement that requires that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability on account of “bodily injury” or “property damage” arising out of “your products” that were sold by the Named Insured to such person or organization and included in the “products-completed operations hazard” but only as specified under the written contract or agreement.
- B.** The insurance provided to the additional insured by this endorsement is limited as follows:
1. The additional insured is covered only for such damages which are caused by or arise out of “your products” that were sold by the Named Insured to the additional insured and to which the additional insured is entitled to be indemnified by the “Named Insured” pursuant to the written contract or agreement and only for those sums that the additional insured is legally obligated to pay as damages under tort law principles to the injured party because of “bodily injury” or “property damage” to which this insurance applies, and in accordance with the stated policy limits and policy conditions. This coverage does not apply for defense or indemnity of the additional insured if state or federal law does not permit indemnification of the additional insured by the “Named Insured” for the claim of the third party.
 2. The limits of insurance are those set forth in the policy and Declarations or those specified in the written contract, reference in Paragraph **A.** above, whichever is less.
- C.** With respect to the insurance afforded to the additional insured, the following exclusions are added:
- 2. Exclusions**
- a. This insurance does not apply if the written contract referenced in Paragraph **A.** above was not executed by the “Named Insured” prior to the “occurrence” giving rise to the additional insured’s potential liability.
 - b. This insurance does not apply to “bodily injury” and “property damage” to the extent that such “bodily injury” or “property damage” was caused by or arises out of the acts or omissions of the additional insured.
 - c. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 - d. This insurance does not apply to “bodily injury” or “property damage” for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.
- D. Other Insurance**
1. If specifically required by the written contract or agreement referenced in Paragraph **A.** above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured’s coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
 2. Even if the requirements of paragraph **D.1.** are met establishing this coverage as primary and the additional insured’s coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement
- E. Definitions**
- Solely for purposes of the insurance afforded to an additional insured by this endorsement:
- “Named Insured” is defined as the entity to whom the insurance policy is issued as shown on the Declarations.
- “You” and “your” refers to the “Named Insured” as defined above.

SERFF Tracking Number: HRLV-127285397 State: Massachusetts
 First Filing Company: Harleysville Insurance Company, ... State Tracking Number:
 Company Tracking Number: GLJL120610-1; GLJL062710-1; CLJL011111-1 & GLJL022311-1
 TOI: 17.1 Other Liability-Occ Only Sub-TOI: 17.1001 Commercial General Liability
 Product Name: GL Abuse or Molestation, Harleysville Proprietary; IL-7185& CG-7364 Blanket Add'l Inured
 Project Name/Number: GL/06/22/2011

Rate/Rule Schedule

Schedule Item	Exhibit Name:	Rule # or Page #:	Rate Action	Previous State Filing Attachments Number:
	manual pages	(MA) CG-HE-7 thru 11, February 2012	Replacement	#116991 & #116903 MA GL Exception pages.pdf

SECTION II – COVERAGE RULES (continued)

Rule 36. DESCRIPTION OF ADDITIONAL ENDORSEMENTS (continued)

- **CG-7299**, Church Liability Enhancement Endorsement, is an optional endorsement that modifies the Commercial General Liability Coverage Form. It is available only to insureds written within the Church classification, code 41650. This form provides coverage for Cemetery Professional, Pastoral Counseling and \$500 medical payments coverage for participants of a sporting event. The rating of this form is 5% of the total final developed premium for the Church classification, code 41650 and is subject to a minimum premium of \$350. The actual or minimum premium for this endorsement cannot further be modified by any rating plan including package modification, experience rating, schedule rating or other rating plan.
- **CG-7300**, Abuse and Molestation Liability, is an optional endorsement that modifies the Commercial General Liability Coverage Form. It is available only to insureds written within the Church classification, code 41650. This form provides coverage for bodily injury as a result of abuse or molestation. The rating of this form and limits available are:

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

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

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

- **CG-7301**, Exclusion – Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program and Limited Coverage for Completed Operations, is available as an optional endorsement and modifies the Commercial General Liability Coverage Form. This endorsement is available to contractor insureds when they are involved in a job where coverage is provided by a separate wrap-up policy but also when completed operations coverage is required to extend beyond the coverage provisions of the wrap-up policy. A flat \$500 premium charge applies to the endorsement. The flat premium charge for this endorsement cannot further be modified by any rating plan including package modification, experience rating, schedule rating or other rating plan.
- **CG-7308**, Human Services Liability Endorsement, is an optional endorsement that modifies the Commercial General Liability Coverage Form. It provides many coverage enhancements to insureds in the social services industry. The premium charged for this endorsement is 10% of the premises-operations, Subline 334, modified premium for all general liability classifications on the insured's policy. It is subject to a \$100 minimum premium. The calculated premium or minimum premium cannot be modified by any rating plan, rate modification, or package discount.
- **CG-7310**, Exclusion – Human Services Professional Liability, is a mandatory endorsement that modifies the Commercial General Liability Coverage Form when the Human Services Professional Liability Coverage Part is purchased by an insured. This exclusion deletes any incidental coverage in the CGL and directs coverage to the special Human Services Professional Liability Coverage Part.
- **CG-7312**, Exclusion – Human Services Abuse or Molestation Liability, is a mandatory endorsement that modifies the Commercial General Liability Coverage Form when the Human Services Abuse or Molestation Liability Coverage Part is purchased by an insured. This exclusion deletes any incidental coverage in the CGL and directs coverage to the special Human Services Abuse or Molestation Liability Coverage Part.

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SECTION II – COVERAGE RULES (continued)

Rule 36. DESCRIPTION OF ADDITIONAL ENDORSEMENTS (continued)

- * • **CG-7319**, Abuse or Molestation Liability – School Bus Contractors, is an optional endorsement that modifies the Commercial General Liability Coverage Part. It is available only for School Bus contractors when GL class code 99793 is on the policy. This form provides coverage for damages because of Abuse or Molestation injury. There are four coverage limits available and the rating of it is:

Limit	Rate	Minimum Premium
\$100,000	\$15 per school bus	Subject to a \$150 minimum premium
\$250,000	\$20 per school bus	Subject to a \$250 minimum premium
\$500,000	\$23 per school bus	Subject to a \$350 minimum premium
\$1,000,000	\$25 per school bus	Subject to a \$450 minimum premium

If this coverage is not purchased by a School Bus contractor, CG 21 46 Abuse or Molestation Exclusion or state equivalent will be automatically attached to the policy. The actual or minimum premium for this endorsement cannot further be modified by any rating plan including package modification, experience rating, schedule rating or other rating plan.

- **CG-7328**, Blanket Additional Insured – Engineers, Architects or Surveyors Not Engaged by the Named Insured, is an optional endorsement that modifies the Commercial General Liability Coverage Form. The premium charge for this endorsement is on a “refer to company” basis.
- **CG-7329**, Blanket Additional Insured – Managers or Lessors of Premises, is an optional endorsement that modifies the Commercial General Liability Coverage Form. The premium charge for this endorsement is on a “refer to company” basis.
- **CG-7330**, Blanket Additional Insured – Broad Form Vendors, is an optional endorsement that modifies the Commercial General Liability Coverage Form. The premium charge for this endorsement is on a “refer to company” basis.
- **CG-7331**, Blanket Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You, is an optional endorsement that modifies the Commercial General Liability Coverage Form. The premium charge for this endorsement is on a “refer to company” basis.
- * • **CG-7346**, Blanket Waiver of Transfer of Rights of Recovery Against Others to Us When You Have Agreed in Writing Prior to the Loss, is an optional endorsement that modifies the Commercial General Liability Coverage Form. There is no premium charge associated with this endorsement.
- * • **CG-7347**, Blanket Locations Separate General Aggregate Limit, is an optional endorsement that modifies the Commercial General Liability Coverage Form. The premium charge for this endorsement is on a “refer to company” basis.
- * • **CG-7348**, Blanket Construction Project Separate General Aggregate Limit, is an optional endorsement that modifies the Commercial General Liability Coverage Form. The premium charge for this endorsement is on a “refer to company” basis.
- * • **CG-7349**, Blanket Additional Insured – Automatic Status When Required in Agreement With You, is an optional endorsement that modifies the Commercial General Liability Coverage Form. It is available to all insureds other than those who are construction contractors or those involved in some capacity in the construction industry. The premium charge for this endorsement is on a “refer to company” basis.
- * • **CG-7350**, Exclusion – Contractors Professional Liability, is an endorsement that modifies the Commercial General Liability Coverage form. The form is mandatory for all contractor insureds and excludes bodily injury, property damage, and personal and advertising injury arising from the failure to render any professional service.
- * • **CG-7364**, Blanket Additional Insured – Products – Automatic Status When Required In Agreement With You, is an optional endorsement that modifies the Commercial General Liability Coverage form. The premium charge for this endorsement is on a “refer to company” basis.

SECTION II – COVERAGE RULES (continued)

Rule 36. DESCRIPTION OF ADDITIONAL ENDORSEMENTS (continued)

- **IL-7115**, Exclusion – Exterior Insulation and Finish Systems (EIFS), applies to all Commercial General Liability Policies covering contractors who are in any way involved with the installation of Exterior Insulation and Finish Systems, including the following class codes:

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

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

SECTION III – MISCELLANEOUS RULES

Rule 43. EMPLOYEE BENEFITS LIABILITY COVERAGE

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

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

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

Increased Limits are rated using ISO ILF Table B

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

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

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

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

Claims Made Factors:

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

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

SECTION III – MISCELLANEOUS RULES (continued)

Rule 44. PRODUCT WITHDRAWAL COVERAGE

A. Coverage:

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

B. Basis of Premium:

Per \$1,000 of sales.

C. Deductible:

Minimum \$1,000 deductible per recall.

D. Basic Limits:

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

E. Minimum Premium:

The minimum premium for this coverage is \$500.

F. Rating Procedure:

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

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

For other deductible amounts, refer to company.

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

Retail Products Surcharge

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

SECTION III – MISCELLANEOUS RULES (continued)

Rule 47. POLLUTION LIABILITY COVERAGE (Subline 350)

This rule is replaced by the following:

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

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

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

Rule 54. YEAR 2000 COMPUTER-RELATED ENDORSEMENTS

This rule is replaced by the following:

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

SERFF Tracking Number: HRLV-127285397 State: Massachusetts
 First Filing Company: Harleysville Insurance Company, ... State Tracking Number:
 Company Tracking Number: GLJL120610-1; GLJL062710-1; CLJL011111-1 & GLJL022311-1
 TOI: 17.1 Other Liability-Occ Only Sub-TOI: 17.1001 Commercial General Liability
 Product Name: GL Abuse or Molestation, Harleysville Proprietary; IL-7185& CG-7364 Blanket Add'l Inured
 Project Name/Number: GL/06/22/2011

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Certification of Compliance Form		
Comments:		
Attachment: Compliance of Certification 1 11.pdf		

	Item Status:	Status Date:
Satisfied - Item: Checklist(s)		
Comments:		
Attachment: PropAndCas2010.pdf		

	Item Status:	Status Date:
Satisfied - Item: Form Utilization List		
Comments:		
Attachment: Ulitization Form.pdf		

	Item Status:	Status Date:
Bypassed - Item: Letter of Authorization		
Bypass Reason: n/a		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: comparison		
Comments:		
Attachment:		

**MASSACHUSETTS DIVISION OF INSURANCE
CERTIFICATION OF COMPLIANCE**

Harleysville Worcester Insurance Company, Harleysville Mutual Insurance Company, Harleysvi

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

GLJL120610-1; GLJL062710-1; CLJL011111-1 & GLJL022311-1

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

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

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

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

Signature

July 20, 2011

Date

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

Page 1 of 4

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

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

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

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

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

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

GENERAL FORM REQUIREMENTS

If not filing forms, check here and skip section:

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

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

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

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

MUTUAL COMPANY POLICY PROVISIONS

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

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

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

Page 2 of 4

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

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

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

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

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



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

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

ADDITIONAL PROPERTY PROVISIONS

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



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

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

Page 3 of 4

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

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

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

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

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

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

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

ADDITIONAL LIABILITY PROVISIONS

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

ID	Brief Requirement Description	Compliance	Brief Explanation, if Not Applicable
AL1	Medical pay provisions. M.G.L. 175, §111C	Page _____, Para. _____	n/a - No med pay coverage provided by this form.
AL2	Professional liability. M.G.L. 175, §111E	Page _____, Para. _____	n/a - No Professional liability coverage provided by this fo
AL3	Liquor liability. M.G.L. 175, §112A	Page _____, Para. _____	n/a - No Liquor Liability coverage provided by this form
AL4	Prohibition of discriminating against health care providers based on practiced specialty. M.G.L. 175, §193U	Check: <input checked="" type="checkbox"/>	
AL5	Prohibition of “claims-made” stand-alone commercial general liability policies.	Check: <input type="checkbox"/>	n/a - This form is not used on a stand alone GL policy.
AL6	Prohibition of including defense costs within the limits of insurance in stand-alone commercial general liability policies.	Check: <input type="checkbox"/>	n/a - This form is not used on a stand alone GL policy.
AL7a	Dog bite exclusion specifying all dogs/breeds deemed aggressive by the company that have a prior history of biting.	Page _____, Para. _____	n/a - No dog bite exclusion is included in this form.
AL7b	Support for exclusion of dog from breeds specified.	Page _____, Para. _____	n/a - No dog bite exclusion is included in this form.

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

Page 4 of 4

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

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

GENERAL RATE REQUIREMENTS

If not filing rates, check here and skip section:

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

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

(a) RATES REFERENCE GUIDE

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

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

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

Forms Utilization

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

Text Comparison

Documents Compared

MA GL Exception pages OLD.pdf

MA GL Exception pages.pdf

Summary

572 word(s) added

34 word(s) deleted

1659 word(s) matched

13 block(s) matched

To see where the changes are, scroll down.

SECTION II – COVERAGE RULES (continued)

Rule 36. DESCRIPTION OF ADDITIONAL ENDORSEMENTS (continued)

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

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

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

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

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

- **CG-7301**, Exclusion – Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program and Limited Coverage for Completed Operations, is available as an optional endorsement and modifies the Commercial General Liability Coverage Form. This endorsement is available to contractor insureds when they are involved in a job where coverage is provided by a separate wrap-up policy but also when completed operations coverage is required to extend beyond the coverage provisions of the wrap-up policy. A flat \$500 premium charge applies to the endorsement. The flat premium charge for this endorsement cannot further be modified by any rating plan including package modification, experience rating, schedule rating or other rating plan.
- **CG-7308**, Human Services Liability Endorsement, is an optional endorsement that modifies the Commercial General Liability Coverage Form. It provides many coverage enhancements to insureds in the social services industry. The premium charged for this endorsement is 10% of the premises-operations, Subline 334, modified premium for all general liability classifications on the insured's policy. It is subject to a \$100 minimum premium. The calculated premium or minimum premium cannot be modified by any rating plan, rate modification, or package discount.
- **CG-7310**, Exclusion – Human Services Professional Liability, is a mandatory endorsement that modifies the Commercial General Liability Coverage Form when the Human Services Professional Liability Coverage Part is purchased by an insured. This exclusion deletes any incidental coverage in the CGL and directs coverage to the special Human Services Professional Liability Coverage Part.
- **CG-7312**, Exclusion – Human Services Abuse or Molestation Liability, is a mandatory endorsement that modifies the Commercial General Liability Coverage Form when the Human Services Abuse or Molestation Liability Coverage Part is purchased by an insured. This exclusion deletes any incidental coverage in the CGL and directs coverage to the special Human Services Abuse or Molestation Liability Coverage Part.
- ~~**CG-7328**~~, Blanket Additional Insured – Engineers, Architects or Surveyors Not Engaged by the Named Insured, is an optional endorsement that modifies the Commercial General Liability Coverage Form. The premium charge for this endorsement is on a "refer to company" basis. *
- **CG-7329**, Blanket Additional Insured – Managers or Lessors of Premises, is an optional endorsement that modifies the Commercial General Liability Coverage Form. The premium charge for this endorsement is on a "refer to company" basis. *

SECTION II – COVERAGE RULES (continued)

Rule 36. DESCRIPTION OF ADDITIONAL ENDORSEMENTS (continued)

- **CG-7299**, Church Liability Enhancement Endorsement, is an optional endorsement that modifies the Commercial General Liability Coverage Form. It is available only to insureds written within the Church classification, code 41650. This form provides coverage for Cemetery Professional, Pastoral Counseling and \$500 medical payments coverage for participants of a sporting event. The rating of this form is 5% of the total final developed premium for the Church classification, code 41650 and is subject to a minimum premium of \$350. The actual or minimum premium for this endorsement cannot further be modified by any rating plan including package modification, experience rating, schedule rating or other rating plan.
- **CG-7300**, Abuse and Molestation Liability, is an optional endorsement that modifies the Commercial General Liability Coverage Form. It is available only to insureds written within the Church classification, code 41650. This form provides coverage for bodily injury as a result of abuse or molestation. The rating of this form and limits available are:

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

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

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

- **CG-7301**, Exclusion – Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program and Limited Coverage for Completed Operations, is available as an optional endorsement and modifies the Commercial General Liability Coverage Form. This endorsement is available to contractor insureds when they are involved in a job where coverage is provided by a separate wrap-up policy but also when completed operations coverage is required to extend beyond the coverage provisions of the wrap-up policy. A flat \$500 premium charge applies to the endorsement. The flat premium charge for this endorsement cannot further be modified by any rating plan including package modification, experience rating, schedule rating or other rating plan.
- **CG-7308**, Human Services Liability Endorsement, is an optional endorsement that modifies the Commercial General Liability Coverage Form. It provides many coverage enhancements to insureds in the social services industry. The premium charged for this endorsement is 10% of the premises-operations, Subline 334, modified premium for all general liability classifications on the insured's policy. It is subject to a \$100 minimum premium. The calculated premium or minimum premium cannot be modified by any rating plan, rate modification, or package discount.
- **CG-7310**, Exclusion – Human Services Professional Liability, is a mandatory endorsement that modifies the Commercial General Liability Coverage Form when the Human Services Professional Liability Coverage Part is purchased by an insured. This exclusion deletes any incidental coverage in the CGL and directs coverage to the special Human Services Professional Liability Coverage Part.
- **CG-7312**, Exclusion – Human Services Abuse or Molestation Liability, is a mandatory endorsement that modifies the Commercial General Liability Coverage Form when the Human Services Abuse or Molestation Liability Coverage Part is purchased by an insured. This exclusion deletes any incidental coverage in the CGL and directs coverage to the special Human Services Abuse or Molestation Liability Coverage Part.



SECTION II – COVERAGE RULES (continued)

Rule 36. DESCRIPTION OF ADDITIONAL ENDORSEMENTS (continued)

- * • **CG-7330**, Blanket Additional Insured – Broad Form Vendors, is an optional endorsement that modifies the Commercial General Liability Coverage Form. The premium charge for this endorsement is on a “refer to company” basis.
- * • **CG-7331**, Blanket Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You, is an optional endorsement that modifies the Commercial General Liability Coverage Form. The premium charge for this endorsement is on a “refer to company” basis.
- ▮ **IL-7115**, Exclusion – Exterior Insulation and Finish Systems (EIFS), applies to all Commercial General Liability Policies covering contractors who are in any way involved with the installation of Exterior Insulation and Finish Systems, including the following class codes:

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

SECTION III – MISCELLANEOUS RULES

Rule 43. EMPLOYEE BENEFITS LIABILITY COVERAGE

CG 04 35, Employee Benefits Liability Coverage is available to protect employers from losses arising out of the administration of an employee benefit program. It provides coverage for claims resulting from a negligent act, error or omission. Coverage is provided on a claims-made basis and is offered at the following limits and premium. ~~The limits of liability provided by the Employee Benefits Liability Endorsement shall not exceed the otherwise applicable Commercial General Liability limit.~~

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

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

Increased Limits are rated using ISO ILF Table B

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

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

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

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

Claims Made Factors:

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

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

SECTION II – COVERAGE RULES (continued)

Rule 36. DESCRIPTION OF ADDITIONAL ENDORSEMENTS (continued)

* ¶ **CG-7319**, Abuse or Molestation Liability – School Bus Contractors, is an optional endorsement that modifies the Commercial General Liability Coverage Part. It is available only for School Bus contractors when GL class code 99793 is on the policy. This form provides coverage for damages because of Abuse or Molestation injury. There are four coverage limits available and the rating of it is:

<u>Limit</u>	<u>Rate</u>	<u>Minimum Premium</u>
<u>\$100,000</u>	<u>\$15 per school bus</u>	<u>Subject to a \$150 minimum premium</u>
<u>\$250,000</u>	<u>\$20 per school bus</u>	<u>Subject to a \$250 minimum premium</u>
<u>\$500,000</u>	<u>\$23 per school bus</u>	<u>Subject to a \$350 minimum premium</u>
<u>\$1,000,000</u>	<u>\$25 per school bus</u>	<u>Subject to a \$450 minimum premium</u>

If this coverage is not purchased by a School Bus contractor, CG 21 46 Abuse or Molestation Exclusion or state equivalent will be automatically attached to the policy. The actual or minimum premium for this endorsement cannot further be modified by any rating plan including package modification, experience rating, schedule rating or other rating plan.

- **CG-7328**, Blanket Additional Insured – Engineers, Architects or Surveyors Not Engaged by the Named Insured, is an optional endorsement that modifies the Commercial General Liability Coverage Form. The premium charge for this endorsement is on a “refer to company” basis.
- **CG-7329**, Blanket Additional Insured – Managers or Lessors of Premises, is an optional endorsement that modifies the Commercial General Liability Coverage Form. The premium charge for this endorsement is on a “refer to company” basis.
- **CG-7330**, Blanket Additional Insured – Broad Form Vendors, is an optional endorsement that modifies the Commercial General Liability Coverage Form. The premium charge for this endorsement is on a “refer to company” basis.
- **CG-7331**, Blanket Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You, is an optional endorsement that modifies the Commercial General Liability Coverage Form. The premium charge for this endorsement is on a “refer to company” basis.
- * • **CG-7346**, Blanket Waiver of Transfer of Rights of Recovery Against Others to Us When You Have Agreed in Writing Prior to the Loss, is an optional endorsement that modifies the Commercial General Liability Coverage Form. There is no premium charge associated with this endorsement.
- * • **CG-7347**, Blanket Locations Separate General Aggregate Limit, is an optional endorsement that modifies the Commercial General Liability Coverage Form. The premium charge for this endorsement is on a “refer to company” basis.
- * • **CG-7348**, Blanket Construction Project Separate General Aggregate Limit, is an optional endorsement that modifies the Commercial General Liability Coverage Form. The premium charge for this endorsement is on a “refer to company” basis.
- * • **CG-7349**, Blanket Additional Insured – Automatic Status When Required in Agreement With You, is an optional endorsement that modifies the Commercial General Liability Coverage Form. It is available to all insureds other than those who are construction contractors or those involved in some capacity in the construction industry. The premium charge for this endorsement is on a “refer to company” basis.
- * • **CG-7350**, Exclusion – Contractors Professional Liability, is an endorsement that modifies the Commercial General Liability Coverage form. The form is mandatory for all contractor insureds and excludes bodily injury, property damage, and personal and advertising injury arising from the failure to render any professional service.
- * • **CG-7364**, Blanket Additional Insured – Products – Automatic Status When Required In Agreement With You, is an optional endorsement that modifies the Commercial General Liability Coverage form. The premium charge for this endorsement is on a “refer to company” basis.

SECTION III – MISCELLANEOUS RULES (continued)

Rule 44. PRODUCT WITHDRAWAL COVERAGE

A. Coverage:

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

B. Basis of Premium:

Per \$1,000 of sales.

C. Deductible:

Minimum \$1,000 deductible per recall.

D. Basic Limits:

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

E. Minimum Premium:

The minimum premium for this coverage is \$500.

F. Rating Procedure:

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

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

For other deductible amounts, refer to company.

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

Retail Products Surcharge

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

SECTION II – COVERAGE RULES (continued)

Rule 36 DESCRIPTION OF ADDITIONAL ENDORSEMENTS (continued)

- **IL-7115**, Exclusion – Exterior Insulation and Finish Systems (EIFS), applies to all Commercial General Liability Policies covering contractors who are in any way involved with the installation of Exterior Insulation and Finish Systems, including the following class codes:

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

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

*

SECTION III – MISCELLANEOUS RULES

Rule 43. EMPLOYEE BENEFITS LIABILITY COVERAGE

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

*

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

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

Increased Limits are rated using ISO ILF Table B

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

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

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

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

Claims Made Factors:

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

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

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

COMMERCIAL LINES MANUAL
 DIVISION SIX – GENERAL LIABILITY

SECTION III – MISCELLANEOUS RULES (continued)

Rule 47. POLLUTION LIABILITY COVERAGE (Subline 350)

This rule is replaced by the following:

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

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

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

Rule 54. YEAR 2000 COMPUTER-RELATED ENDORSEMENTS

This rule is replaced by the following:

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

SECTION III – MISCELLANEOUS RULES (continued)

Rule 44. PRODUCT WITHDRAWAL COVERAGE

A. Coverage:

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

B. Basis of Premium:

Per \$1,000 of sales.

C. Deductible:

Minimum \$1,000 deductible per recall.

D. Basic Limits:

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

E. Minimum Premium:

The minimum premium for this coverage is \$500.

F. Rating Procedure:

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

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

For other deductible amounts, refer to company.

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

Retail Products Surcharge

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

SECTION III – MISCELLANEOUS RULES (continued)

Rule 47. POLLUTION LIABILITY COVERAGE (Subline 350)

This rule is replaced by the following:

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

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

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

Rule 54. YEAR 2000 COMPUTER-RELATED ENDORSEMENTS

This rule is replaced by the following:

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

SERFF Tracking Number: HRLV-127285397 State: Massachusetts
 First Filing Company: Harleysville Insurance Company, ... State Tracking Number:
 Company Tracking Number: GLJL120610-1; GLJL062710-1; CLJL011111-1 & GLJL022311-1
 TOI: 17.1 Other Liability-Occ Only Sub-TOI: 17.1001 Commercial General Liability
 Product Name: GL Abuse or Molestation, Harleysville Proprietary; IL-7185& CG-7364 Blanket Add'l Inured
 Project Name/Number: GL/06/22/2011

Superseded Schedule Items

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

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
07/20/2011	Form	Blanket Waiver of Transfer of Rights of Recovery Against Others to Us When You Have Agreed in Writing Prior to the Loss	07/20/2011	CG-7346 (Ed. 7-10). pdf (Superseded)

