

SERFF Tracking Number: HRLV-127391976 State: Massachusetts
First Filing Company: Harleysville Insurance Company, ... State Tracking Number:
Company Tracking Number: GL ROUND 2
TOI: 17.1 Other Liability-Occ Only Sub-TOI: 17.1001 Commercial General Liability
Product Name: GL Round 2
Project Name/Number: GL/08/30/2011

Filing at a Glance

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

Product Name: GL Round 2 SERFF Tr Num: HRLV-127391976 State: Massachusetts

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

Sub-TOI: 17.1001 Commercial General Liability Co Tr Num: GL ROUND 2 State Status: Closed-Placed On File

Filing Type: Form/Rule

Author: Eileen Fisher

Reviewer(s): Conrad Ciszek

Date Submitted: 10/06/2011

Disposition Date: 11/14/2011

Effective Date Requested (New): 04/01/2012

Disposition Status: Placed on File

Effective Date Requested (Renewal): 04/01/2012

Effective Date (New): 04/01/2012

Effective Date (Renewal):

04/01/2012

General Information

Project Name: GL

Status of Filing in Domicile: Pending

Project Number: 08/30/2011

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 11/14/2011

State Status Changed: 11/14/2011

Deemer Date:

Created By: Eileen Fisher

Submitted By: Eileen Fisher

Corresponding Filing Tracking Number:

Filing Description:

We submit for your review and approval the following revisions applicable to our Commercial General Liability Program:

- Introduction of optional CG-7241 Exclusion – Snow and Ice Removal and corresponding rule
- Revision to rule for CG-7228 Lost Key Coverage
- Revision to optional CG-7249 Other Insurance Amendment and corresponding rule
- Revision to optional CG-7264 Printers Errors and Omissions Liability and corresponding rule
- Introduction of optional CG-7353 General Liability Enhancement Plus Endorsement and corresponding rule
- Introduction of optional CG-7356 General Liability Enhancement Plus Endorsement – Contractors and corresponding rule
- Introduction of optional CG-7360 Additional Insured – Other Insurance Amendment and rule

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- Introduction of optional CG-7361 Hotel/Motel Liability Enhancement Endorsement and corresponding rule
- Introduction of optional CG-7362 Hospitality Services Errors and Omissions Liability and corresponding rule
- Introduction of mandatory CG-7363 Hospitality Services – Limited Professional Liability Exclusion and corresponding rule
- Introduction of optional CG-7365 Blanket Additional Insured – Permits and corresponding rule
- Introduction of optional CG-7366 Amendment of Personal and Advertising Injury Coverage and corresponding rule

In addition, we are submitting a revision to our Exceptions to the Commercial General Liability Experience and Schedule Rating Plan.

Attached: CG-7241 (Ed. 10-09) Exclusion – Snow and Ice Removal
CG-7249 (Ed. 12-10) Other Insurance Amendment
CG-7264 (Ed. 2-10) Printers Errors and Omissions Liability
CG-7353 (Ed. 12-10) General Liability Enhancement Plus Endorsement
CG-7356 (Ed. 12-10) General Liability Enhancement Plus Endorsement – Contractors
CG-7360 (Ed. 12-10) Additional Insured – Other Insurance Amendment
CG-7361 (Ed. 12-10) Hotel/Motel Liability Enhancement Endorsement
CG-7362 (Ed. 12-10) Hospitality Services Errors and Omissions Liability
CG-7363 (Ed. 12-10) Hospitality Services – Limited Professional Liability Exclusion
CG-7365 (Ed. 7-11) Blanket Additional Insured – Permits
CG-7366 (Ed. 5-11) Amendment of Personal and Advertising Injury Coverage

(MA) HE-4 thru 11, April 2012

(MA)-1, April 2012

Withdrawn: CG-7249 (Ed. 12-04) Other Insurance Amendment, , #116915 placed on file 11/17/2008 HIC & HMIC, no file

for HWIC & PREF

CG-7264 (Ed. 8-05) Printers Errors and Omissions, #116915 placed on file 11/17/2008 HIC & HMIC, no file

for HWIC & PREF

(MA) HE-4, 5, placed on file 11/17/08; #116903 for HMIC & HIC & placed on file 10/30/08; #116991 for HWIC & PREF

(MA) HE-7 thru 11, February 2012, placed on file 8/24/2011, no state tracking number, SERFF#HRLV-127285397

(MA)-1, placed on file 11/17/08; #116903 for HMIC & HIC & placed on file 10/30/08; #116991 for HWIC & PREF

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

Your favorable consideration will be appreciated.

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Company and Contact

Filing Contact Information

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

Filing Company Information

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

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

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

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

Filing Fees

Fee Required?	Yes
Fee Amount:	\$900.00
Retaliatory?	No
Fee Explanation:	\$75 x 4 = \$300 \$150 x 4 + \$600

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 Per Company: Yes

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Harleysville Insurance Company	\$225.00	10/06/2011	52555193
Harleysville Mutual Insurance Company	\$225.00	10/06/2011	52555194
Harleysville Preferred Insurance Company	\$225.00	10/06/2011	52555195
Harleysville Worcester Insurance Company	\$225.00	10/06/2011	52555196

State Specific

- 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 disapprovals, 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.: Mandatory and Optional - Mandatory indicates the form is mandatory at issue; Optional indicates the form is optional at the company's discretion and Elected means the form is elected by the insured. Our company is represented by licensed independent agents who assist our insureds with decisions regarding their insurance needs.
- 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	11/14/2011	11/14/2011

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
SERFF Tracking Number: HRLV-127391976	Note To Filer	Carla Kelton	10/06/2011	10/06/2011

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Disposition

Disposition Date: 11/14/2011
Effective Date (New): 04/01/2012
Effective Date (Renewal): 04/01/2012
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	comparisons		Yes
Form	Other Ins Amendment		Yes
Form	Printers Errors and Omissions Liab		Yes
Form	General Liability Enhancement Plus Endt		Yes
Form	General Liability Enhancement Plus Endt - Contractors		Yes
Form	Addl Ins - Other Ins Amendment		Yes
Form	Hotel Motel Liability Enhancement Endorsement		Yes
Form	Hospitality Services Errors and Omissions Liab		Yes
Form	Hospitality Services Ltd Prof Liab Excl		Yes
Form	Blanket Additional Insured - Permits		Yes
Form	Amendment of Personal and Advertising Injury Coverage		Yes
Form	Exclusion - Snow and Ice Removal		Yes
Rate	manual pages		Yes

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Note To Filer

Created By:

Carla Kelton on 10/06/2011 03:10 PM

Last Edited By:

Conrad Ciszek

Submitted On:

11/14/2011 03:47 PM

Subject:

SERFF Tracking Number: HRLV-127391976

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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Form Schedule

Schedule Item Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
	Other Ins Amendment	CG-7249	12-10	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.000 12-04 edition Previous Filing #:		CG-7249 (Ed. 12-10) Other Ins Amendment.pdf
	Printers Errors and Omissions Liab	CG-7264	2-10	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.000 8-05 edition Previous Filing #:		CG-7264 (Ed. 2-10) Printers Errors and Omissions Liab.pdf
	General Liability Enhancement Plus Endt	CG-7353	12-10	Endorsement/Amendment/Conditions New		0.000	CG-7353 (Ed. 12-10) Gen Liab Enh Plus Endt.pdf
	General Liability Enhancement Plus Endt - Contractors	CG-7356	12-10	Endorsement/Amendment/Conditions New		0.000	CG-7356 (Ed. 12-10) Gen Liab Enh Plus Endt - Contractors.pdf
	Addl Ins - Other Ins Amendment	CG-7360	12-10	Endorsement/Amendment/Conditions New		0.000	CG-7360 (Ed. 12-10) Addl Ins - Other Ins Amendment.pdf
	Hotel Motel Liability Enhancement	CG-7361	12-10	Endorsement/Amendment/Conditions New		0.000	CG-7361 (Ed. 12-10) Hotel Motel

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Endorsement			ons		Liability Enhanceme nt Endorsemen t.pdf
Hospitality Services Errors and Omissions Liab	CG-7362	12-10	Endorseme New nt/Amendm ent/Condi ons	0.000	CG-7362 (Ed. 12-10) Hospitality Services Errors and Omissions Liab.pdf
Hospitality Services Ltd Prof Liab Excl	CG-7363	12-10	Endorseme New nt/Amendm ent/Condi ons	0.000	CG-7363 (Ed. 12-10) Hospitality Services Ltd Prof Liab Excl.pdf
Blanket Additional Insured - Permits	CG-7365	7-11	Endorseme New nt/Amendm ent/Condi ons	0.000	CG-7365 (Ed. 7-11) Blanket Additional Insured - Permits.pdf
Amendment of Personal and Advertising Injury Coverage	CG-7366	5-11	Endorseme New nt/Amendm ent/Condi ons	0.000	CG-7366 (Ed. 5-11) Amendment of Personal and Advertising Injury Coverage.pd f
Exclusion - Snow and Ice Removal	CG-7241	10-09	Election/Re New jection/Sup plemental Application s		CG-7241 (Ed. 10- 09).pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If specifically required by a written contract or agreement, any coverage provided by CG 20 10 Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization; CG 20 33 Additional Insured – Owners, Lessees or Contractors – Automatic Status When Required in Construction Agreement With You; or CG 20 37 Additional Insured – Owners, Lessees or Contractors – Completed Operations 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.

Even if the requirements of the above paragraph are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**CG-7264
(Ed. 2-10)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRINTERS ERRORS AND OMISSIONS LIABILITY

SCHEDULE

Limits of Liability:	\$ _____	Each Loss
	\$ _____	Aggregate
Optional Coverage	Correction of Work Coverage	<input type="checkbox"/> Yes <input type="checkbox"/> No
Deductible	\$ _____	Each Loss

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

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

COVERAGE – PRINTERS ERRORS AND OMISSIONS LIABILITY

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as “damages” because of any claim made against an insured which is based upon any error, omission, or negligent act committed by an insured or on behalf of an insured or on behalf of an insured during the policy period and within the “coverage territory” in the course of providing “printing services”.
- b. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages to which this insurance does not apply. We may, at our discretion, investigate any claim and settle any claim or “suit” that may result. But:
 - (1) The amount we will pay for “damages” is limited as described in Section III – Limits of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in payment of judgments or settlement.

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

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

This insurance does not apply to any claim:

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

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

C. Optional Coverage – Correction of Work

If the Schedule of this endorsement shows that **Optional Coverage – Correction of Work** has been chosen, the following additional provisions apply:

- 1. Exclusion **B.e.** does not apply.
- 2. However, we will not pay for:
 - a. Your expected profit for “printing services” performed to correct errors;
 - b. Any costs or expenses incurred solely to retain customer faith or approval for “printing services” performed for that customer; or
 - c. Any expenses that represent an enhancement or improvement of your “printing services” as originally provided.

This Coverage, if applicable, is included within and is not in addition to the Limits of Insurance for Printers Errors and Omissions Liability set forth in Section III – Limits of Insurance below.

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

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

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

SECTION III – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay for the sum of all Printers Error and Omission “damages” plus any payment we make under Optional Coverage – Correction of Work regardless of the number of:
 - a. Insureds;
 - b. Claims made or “suits” brought;
 - c. Persons or organizations making claims or bringing “suits”; or
 - d. Errors, omissions, or negligent acts.
- 2. The Aggregate Limit is the most we will pay for all “damages”, including payments we make under Optional Coverage – Correction of Work, because of errors, omissions, or negligent acts committed by an insured during the policy period in the course of providing or arising out of “printing services”.
- 3. Subject to the Aggregate Limit, the Each Loss limit is the most we will pay for all “damages”, including payments we make under Optional Coverage – Correction of Work, sustained because of any one loss.
- 4. For the purpose of determining the limits for the insurance and applicable deductible provided by this endorsement, any error, omission, or negligent act together with all related errors, omissions or negligent acts in the providing of “printing services” will be considered one loss. Any loss based upon a series of related errors, omissions and negligent acts by one or more insureds in the course of providing or arising out of “printing services” will be deemed to have arisen when the first error, omission or negligent act of that series occurred.
- 5. Deductible
 - a. Our obligation to pay “damages” on behalf of the insured applies only to the amount of “damages” in excess of the deductible amount stated in the Schedule as applicable to Each Loss. The limits of insurance shall not be reduced by the amount of this deductible.
 - b. The deductible amount stated in the Schedule applies to all “damages” sustained by any one error, omission, or negligent act.

- c. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any “suits” seeking those damages; and
 - (2) Your duties, and the duties of any other involved insured, in the event of any error, omission or negligent act apply irrespective of the application of the deductible amount.
- d. We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

The Limits of Insurance of this Printers Errors and Omissions 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 Limits of Insurance. However, if required by applicable law, the aggregate limit will be increased in the same proportion as the period of extension is to the 12 month policy period.

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

SECTION IV – CONDITIONS

The following Conditions are amended:

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

- a. You must see to it that we are notified as soon as practicable of an “occurrence”, or loss which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the “occurrence”, or loss took place;
 - (2) The names and addresses of any persons seeking “damages” and witnesses; and
 - (3) The nature and location of any “damage” arising out of the “occurrence”, or loss.
- b. If a claim is made or “suit” is brought against any insured; you must:
 - (1) Immediately record the specifics of the claim or “suit” and the date received; and
 - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or “suit” as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or “suit”;
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the “suit”; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of the “damages” to which this insurance may also apply.
- d. No insured will, except at that insured’s own cost, voluntarily make a payment, assume any obligation, or incur any expense.

4. Other Insurance

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

a. Primary Insurance

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method of Sharing

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

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

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

SECTION V – DEFINITIONS

The following definitions are added:

“Printing Services” activities involved in “your work” to produce or reproduce a product in printed form, or in electronic document format intended to be capable of being printed. It includes activities and mechanical processes commonly employed by the printing industry but does not include any “publishing function”.

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ENHANCEMENT PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is a summary of the additional coverages and Limits of Insurance provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page Number
Advertising Injury Redefined	Included	2
Blanket Additional Insured – Automatic Status When Required in Agreement With You	Included	2
Blanket Additional Insured – Broad Form Vendors	Included	3
Blanket Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You	Included	4
Blanket Additional Insured – Managers or Lessors of Premises	Included	4
Blanket Additional Insured – Permits	Included	5
“Borrowed Equipment” Property Damage Liability	Included	6
Damage to Premises Rented to You	\$500,000	6
Elevator Property Damage Liability	\$5,000 per occurrence/\$10,000 annual aggregate	6
Expected and Intended Injury	Included	6
Incidental Medical Malpractice Liability	Included	7
Insured Contract definition amended	Included	7
Knowledge and Notice of Occurrence or Offense	Included	7
Liberalization	Included	8
Medical Payments	\$15,000	8
Mental Anguish – Bodily Injury Redefined	Included	8
Mobile Equipment Redefined	Included	8
Newly Formed or Acquired Organizations	180 days	8
Non-Duplication of Benefits	Included	8
Non-Owned Aircraft	Included	8
Non-Owned Watercraft	Less than 51 feet	8
Personal Injury – Broad Form	Included	8
Supplementary Payments	\$5,000 bail bonds, \$500 per day expenses	9
Unintentional Failure to Disclose Hazards	Included	9
Voluntary Property Damage	\$25,000 per occurrence/\$50,000 annual aggregate	9
Waiver of Transfer of Rights of Recovery Against Others	Included	10

1. ADVERTISING INJURY REDEFINED

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

Personal and advertising injury means injury including consequential “bodily injury” arising out of one or more of the following offenses:

- d. Oral, written, televised or videotaped publication in any manner of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services;
- e. Oral, written, televised or videotaped publication in any manner of material that violates a person’s right to privacy;

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

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

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

A. Section II – Who Is An Insured is amended to include as an insured any person or organization for whom “you” are performing operations, only as specified under a written contract 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 but only as specified under the written contract or agreement. A person’s or organization’s status as an insured under this endorsement ends the earlier of when “your” on-going operations for that 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 Blanket Additional Insured – Automatic Status When Required In Agreement With You coverage 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 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, exclusions, limitations 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 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 “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. Other Insurance

- 1. If specifically required by the written contract or agreement referenced in Paragraph A. above, any coverage provided by this coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract or agreement 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 additional insured coverage:

“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.

3. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

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

a. The insurance afforded the vendor does not apply to:

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

b. The insurance provided to such additional insured vendor by this coverage is further limited as follows:

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

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. Other Insurance

- (1) If specifically required by the written contract or agreement referenced above, any coverage provided by this coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If a 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.

4. BLANKET ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT-AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment pursuant to 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 insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person’s or organization’s status as an additional insured under this coverage ends the earlier of when their contract or agreement with you pertaining to such leased equipment ends or the end of the policy period.

B. With respect to the insurance afforded to an additional insured, this insurance does not apply to any “occurrence” which takes place or begins before the first effective date of the equipment lease or which takes place or begins after the equipment lease expires.

C. With respect to the insurance afforded to an additional insured, the following additional exclusion applies:

This insurance does not apply to “bodily injury”, “property damage” or “personal or 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. The insurance provided to such lessor of leased equipment additional insured by this Blanket Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You coverage is further limited as follows:

1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured –Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You endorsement.

2. The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced in Section **A.** above, whichever is less.

E. Other Insurance

1. If specifically required by the written contract or agreement referenced in Paragraph **A.** above, any coverage provided by this coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the 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 **E.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.

5. BLANKET ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

A. SECTION II – WHO IS AN INSURED is amended to include as an insured any manager or lessor of premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you pursuant to a “written contract” that requires that such manager or lessor be added as an additional insured on your policy.

B. This insurance for such manager or lessor additional insured does not apply to:

1. Any “occurrence” which takes place after you cease to be a tenant in that premises.

2. Structural alterations, new construction or demolition operations performed by or for the additional insured.

3. Any “occurrence” giving rise to the additional insured’s potential liability which begins before “the written contract” is executed by all parties to the “written contract”.

4. Liability of an additional insured for “bodily injury”, “property damage” and “personal and advertising injury” unless such “bodily injury”, “property damage” and “personal and advertising injury” is caused, in whole or in part, by acts or omissions of the Named Insured or those acting on behalf of the Named Insured.

5. The additional insured’s obligation 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.

C. The insurance provided to such manager and lessor additional insured by this Blanket Additional Insured – Managers Or Lessors Of Premises coverage is further limited as follows:

1. The manager or lessor insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured – Managers Or Lessors Of Premises coverage.

2. The limits of insurance are those set forth in the policy Declarations or those specified in the “written contract”, whichever is less.
- D. For the purpose of this coverage only, the term “written contract” means a written contract or agreement between you and the additional insured which specifies the terms and conditions governing your lease of the premises and which requires that such person or organization be added as an additional insured on your policy.
- E. Other Insurance
 1. If specifically required by the “written contract”, any coverage provided by this additional insured coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the 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 E.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.

6. BLANKET ADDITIONAL INSURED - PERMITS

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

7. "BORROWED EQUIPMENT" PROPERTY DAMAGE LIABILITY

Paragraphs (3) and (4) of Exclusion j. of **Section I – Coverage A** do not apply to "property damage" to "borrowed equipment".

The limit of insurance for "borrowed equipment" coverage provided by this section 7 is \$5,000 for any one "occurrence" and \$10,000 annual aggregate and is subject to a \$250 deductible or the property damage deductible shown on the declarations, whichever is greater.

For purposes of this paragraph, "borrowed equipment" is equipment which is temporarily in your care, custody and control with the consent of the owner and does not include equipment that is leased to you under a lease agreement.

The annual aggregate limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless that policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the aggregate limit.

Any and all damages paid under the terms and conditions of this "Borrowed Equipment" Property Damage Liability coverage will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Part in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.

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

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

8. DAMAGE TO PREMISES RENTED TO YOU COVERAGE

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

Exclusions c. through n. do not apply to "property damage" to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in Section III Limits of Insurance. This limit will apply to all damage proximately caused by the same event.

b. The first full paragraph immediately following exclusion j.(6) under j. **Damage to Property** of **2. Exclusions** under **Coverage A** of **Section I**. is deleted in its entirety.

c. Paragraph 6. under **Section III – Limits of Insurance** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, including the contents of such premises, while rented to you or temporarily occupied by you with permission of the owner.

d. The Damage to Premises Rented to You Limit in paragraph 6. of Section III Limits of Insurance is the greater of \$500,000 or the amount shown in the Declarations for the Damage to Premises Rented to You Limit and is the most we will pay, subject to paragraph 5 of Section III Limits of Insurance, under Coverage A for damages because of "property damage" to any one premises, including the contents of such premises while rented to you or temporarily occupied by you with permission of the owner.

9. ELEVATOR PROPERTY DAMAGE LIABILITY

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

The limit of insurance for Elevators Coverage provided by this section 9 is \$5,000 any one occurrence and \$10,000 annual aggregate and is subject to a \$250 deductible or the property damage deductible shown on the declarations, whichever is greater.

The aggregate limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless that policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the aggregate limit.

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

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

10. EXPECTED OR INTENDED INJURY

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

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

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

11. INCIDENTAL MEDICAL MALPRACTICE LIABILITY

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

12. INSURED CONTRACT

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

9. “Insured contract” means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises, or the contents thereof, while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for “bodily injury” or “property damage” to a third person or organization, provided the “bodily injury” or “property damage” is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured’s rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

A. The requirement in **Section IV CONDITIONS, Paragraph 2.a. Duties in the Event of Occurrence, Offense, Claim or Suit** that you must see to it that we are notified of an “occurrence” or offense will not be considered breached unless the breach occurs after the “occurrence” or offense is known to:

1. You, or your spouse, if you are an individual;
2. You, an “executive officer”, director, or stockholder, if you are a corporation;
3. A partner, member, or their spouses if you are a partnership or joint venture;
4. You, a member, or your managers, if you are a limited liability company;
5. You, or a trustee, if you are a trust;
6. An “employee” who is either designated by you to give such notice of an “occurrence” or offense (such as an insurance, loss control or risk manager or administrator) or a manager or supervisor responsible for the operation or oversight of a department, crew, business unit or division.

B. The requirement in **Section IV CONDITIONS, Paragraph 2.b. Duties in the Event of Occurrence, Offense, Claim or Suit** that you must see to it that we receive notice of a claim or “suit” will not be considered breached unless the breach occurs after such claim or “suit” is known to:

1. You, or your spouse, if you are an individual;
2. You, an “executive officer”, director, or stockholder, if you are a corporation;
3. A partner, member, or their spouses if you are a partnership or joint venture;
4. You, a member, or your managers, if you are a limited liability company;
5. You, or a trustee, if you are a trust;
6. An “employee” who is either designated by you to give such notice of an “occurrence” or offense (such as an insurance, loss control or risk manager or administrator) or a manager or supervisor responsible for the operation or oversight of a department, crew, business unit or division.

C. Knowledge by any other “employee” of an “occurrence”, offense, claim or “suit” does not imply that you also have such knowledge unless and until such time as any person listed in **A.** or **B.** above would reasonably be expected to have obtained knowledge of such “occurrence”, offense, claim or “suit” through the exercise of reasonable diligence.

14. LIBERALIZATION

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

15. MEDICAL PAYMENTS

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

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

16. MENTAL ANGUISH – BODILY INJURY REDEFINED

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

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

17. MOBILE EQUIPMENT REDEFINED

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

18. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

- a. In paragraph **3.a.** of **Section II – Who Is An Insured**, 90th day is changed to 180th day.
- b. This provision does not apply if coverage for newly formed or acquired organizations is excluded either by the provisions of the Commercial General Liability Coverage Form or by any applicable endorsement.

19. NON-DUPLICATION OF BENEFITS

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

20. NON-OWNED AIRCRAFT

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

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

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

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

21. NON-OWNED WATERCRAFT

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

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

22. PERSONAL INJURY – BROAD FORM

- a. Paragraph **14. b.** of **Section V – Definitions** is replaced by the following:
 - b. Malicious prosecution or abuse of process;
- b. Definition **14** of **Section V – Definitions** is amended by the addition of the following:
 - h. Wrongful discrimination or humiliation that results in injury to the feeling or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not the result of acts or omissions of:
 - (a) The insured;
 - (b) Any executive officer, director, stockholder, partner or member of the insured; or
 - (c) Anyone acting at the direction of anyone listed in (a) and (b) above done with the intent or the reasonable expectation that such acts or omissions will result in wrongful discrimination or humiliation to another person; and

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

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

23. SUPPLEMENTARY PAYMENTS

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

- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the “bodily injury” coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$500 a day because of time off from work.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

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

25. VOLUNTARY PROPERTY DAMAGE

A. INSURING AGREEMENT

Under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** of the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**, we will pay, at your request, without regard to liability, for “property damage” to the property of others provided:

1. Such “property damage” occurs while such property is in your care, custody or control, or property of others over which you are, for any purpose, exercising physical control; and
2. Such “property damage” arises out of “your work” away from premises owned by, rented to, or occupied by you.

B. ADDITIONAL CONDITIONS

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

1. Subject to a \$50,000 Annual Aggregate, the most we will pay for Voluntary Property Damage because of “property damage”, to which the coverage provided by this Voluntary Property Damage coverage applies, arising out of any one “occurrence” is a \$25,000 “Occurrence” Limit regardless of the number of:
 - a. Insureds;
 - b. Claims made or “suits” brought; or
 - c. Persons or organizations making claims or bringing “suits”.

The “Occurrence” Limit is included within and is not in addition to the Each Occurrence Limit applicable to **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**.

2. The Annual Aggregate of this Voluntary Property Damage coverage is the most we will pay for all “property damage” to which the Voluntary Property Damage coverage provided by this endorsement applies.
3. The Annual Aggregate applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Annual Aggregate.
4. Any and all damages paid under the terms and conditions of this Voluntary Property Damage coverage will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Part in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.
5. Our obligation under this endorsement to pay damages on your behalf applies only to the amount of damages in excess of \$500. The deductible amount applies to all damages because of “property damage” as the result of any one “occurrence” regardless of the number of persons or organizations who sustain damages because of that “occurrence”.
 - a. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any “suits” seeking those damages; and
 - (2) Your duties in the event of any “occurrence”, claim or “suit”;apply irrespective of the application of the deductible amount.
 2. We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

6. Settlement – In the event of loss covered by this Voluntary Property Damage coverage, you shall, if requested by us, replace the property or furnish the labor and materials necessary for the repairs thereto at actual cost to you, excluding prospective profit or overhead charges of any nature. Any property so paid for or replaced shall, at our option, become our property. Payment hereunder shall not constitute an admission of your liability or, except as stated herein, of ours.
7. The insurance provided by this coverage is excess over any valid and collectible property insurance (except the deductible portion thereof) available to the insured, such as, but not limited to, Building coverage, Personal Property coverage, Builder's Risk coverage, Installation Risk coverage, or similar coverage. The Other Insurance Condition of your policy is amended accordingly.

C. EXCLUSIONS

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

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

The insurance provided by this coverage does not apply to "property damage":

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

All other Exclusions, Terms and Conditions of the Policy to which this Voluntary Property Damage coverage is attached continue to apply.

D. DEFINITIONS

The following additional definitions apply:

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

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

"Structural property damage" means the collapse of or structural injury to any building or structure due to:

- (a) grading of land, excavating, burrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work; or
- (b) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support of that building or structure.

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

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

26. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ENHANCEMENT PLUS ENDORSEMENT – CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is a summary of the additional coverages and Limits of Insurance provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page Number
Advertising Injury Redefined	Included	2
Blanket Additional Insured – Broad Form Vendors	Included	2
Blanket Additional Insured – Managers or Lessors of Premises	Included	3
Blanket Additional Insured – Permits	Included	3
Blanket Construction Projects Separate General Aggregate Limit	Included	4
“Borrowed Equipment” Property Damage Liability	Included	4
Damage to Premises Rented to You	\$500,000	5
Elevator Property Damage Liability	\$5,000 per occurrence/\$10,000 annual aggregate	5
Expected and Intended Injury	Included	5
Incidental Medical Malpractice Liability	Included	5
Knowledge and Notice of Occurrence or Offense	Included	5
Liberalization	Included	6
Medical Payments	\$15,000	6
Mental Anguish – Bodily Injury Redefined	Included	6
Mobile Equipment Redefined	Included	6
Newly Formed or Acquired Organizations	180 days	6
Non-Duplication of Benefits	Included	6
Non-Owned Aircraft	Included	6
Non-Owned Watercraft	Less than 51 feet	7
Personal Injury – Broad Form	Included	7
Supplementary Payments	\$5,000 bail bonds, \$500 per day expenses	7
Unintentional Failure to Disclose Hazards	Included	7
Voluntary Property Damage	\$25,000 per occurrence/\$50,000 annual aggregate	7
Waiver of Transfer of Rights of Recovery Against Others	Included	9

1. ADVERTISING INJURY REDEFINED

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

Personal and advertising injury means injury including consequential “bodily injury” arising out of one or more of the following offenses:

- d. Oral, written, televised or videotaped publication in any manner of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services;
- e. Oral, written, televised or videotaped publication in any manner of material that violates a person’s right to privacy;

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

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

2. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

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

- a. The insurance afforded the vendor does not apply to:
 - (1) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the sale of the products;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) “Bodily injury” or “property damage” arising out of the negligent acts or omissions, including but not limited to the failure to warn, of the vendor or its employees or anyone else acting on its behalf unless such “bodily injury” or “property damage” was caused in whole or in part by you or any person or organization acting on your behalf. However, this exclusion does not apply to:
 - a. The exceptions contained in Subparagraphs (4) or (6); or
 - b. Such inspections, adjustments, tests or servicing as the vendor has agreed with you to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (9) “Bodily injury” or “property damage” that occurs before the execution by all parties of the contract or agreement referred to above.
- b. The insurance provided to such additional insured vendor by this coverage is further limited as follows:
 - (1) The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of “bodily injury” or “property damage” to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured – Broad Form Vendors coverage.
 - (2) The limits of insurance are those set forth in the policy Declarations or those specified in the written contract or agreement referenced above, whichever is less.
- 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. Other Insurance
 - (1) If specifically required by the written contract or agreement referenced above, any coverage provided by this coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If a 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.

3. BLANKET ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

- A. SECTION II – Who Is An Insured** is amended to include as an insured any manager or lessor of premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you pursuant to a "written contract" that requires that such manager or lessor be added as an additional insured on your policy.
- B.** This insurance for such manager or lessor additional insured does not apply to:
1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
 2. Structural alterations, new construction or demolition operations performed by or for the additional insured.
 3. Any "occurrence" giving rise to the additional insured's potential liability which begins before "the written contract" is executed by all parties to the "written contract".
 4. Liability of an additional insured for "bodily injury", "property damage" and "personal and advertising injury" unless such "bodily injury", "property damage" and "personal and advertising injury" is caused, in whole or in part, by acts or omissions of the Named Insured or those acting on behalf of the Named Insured.
 5. The additional insured's obligation 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.
- C.** The insurance provided to such manager and lessor additional insured by this Blanket Additional Insured – Managers Or Lessors Of Premises coverage is further limited as follows:
1. The manager or lessor insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured – Managers Or Lessors Of Premises coverage.
 2. The limits of insurance are those set forth in the policy Declarations or those specified in the "written contract", whichever is less.
- D.** For the purpose of this coverage only, the term "written contract" means a written contract or agreement between you and the additional insured which specifies the terms and conditions governing your lease of the premises and which requires that such person or organization be added as an additional insured on your policy.
- E.** Other Insurance
1. If specifically required by the "written contract", any coverage provided by this additional insured coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the 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 **E.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.

4. BLANKET ADDITIONAL INSURED – PERMITS

- A. Section II – Who Is An Insured** is amended to include as an additional insured the federal government or any state or municipality or any political sub-division or governmental agency thereof, when you and such entity, sub-division or agency have agreed in writing in a contract or agreement that such entity, sub-division or agency be added as an additional insured on your policy, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you for on-going operations being performed by you or on your behalf for which the federal government or state or municipality or any political sub-division or governmental agency has issued a permit or authorization.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to:
1. Any "occurrence" which takes place before the effective date of the permit;
 2. Any "occurrence" which takes place after the permit or authorization expires, or the end of the policy period, whichever occurs first;
 3. "Bodily injury", "property damage" or "personal and advertising injury" arising out of on-going operations being performed for the federal government or any state or municipality or any political sub-division or governmental agency;
 4. "Bodily injury" or "property damage" included within the "products-completed operations hazard";

5. "Bodily injury", "property damage" or "personal and advertising injury" on account of which the additional insured is obligated to pay as damages by reason of the additional insured's assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the additional insured would have in the absence of the contract or agreement.
- C. The insurance provided to such additional insured by this Blanket Additional Insured – Permits coverage is further limited as follows:
1. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits, exclusions, limitations and conditions except as expressly modified by this Blanket Additional Insured – Permits coverage.
 2. The limits of insurance are those set forth in the policy Declarations or in the written contract or agreement referenced in paragraph A. above or those specified in the permit or authorization referenced in paragraph A. above, whichever is less.
- D. Other Insurance
1. If specifically required by the permit or authorization referenced in paragraph A. above or by the written contract or agreement referenced in paragraph A. above, any coverage provided by this coverage to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the permit or authorization does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.
 2. Even if the requirements of paragraph D.1. are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

5. BLANKET CONSTRUCTION PROJECTS SEPARATE GENERAL AGGREGATE LIMIT

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 all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" 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 the sum of all damages 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.

6. "BORROWED EQUIPMENT" PROPERTY DAMAGE LIABILITY

Paragraphs (3) and (4) of Exclusion j. of **Section I – Coverage A** do not apply to "property damage" to "borrowed equipment".

The limit of insurance for "borrowed equipment" coverage provided by this section 6 is \$5,000 for any one "occurrence" and \$10,000 annual aggregate and is subject to a \$250 deductible or the property damage deductible shown on the declarations, whichever is greater.

For purposes of this paragraph, "borrowed equipment" is equipment which is temporarily in your care, custody and control with the consent of the owner and does not include equipment that is leased to you under a lease agreement.

The annual aggregate limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless that policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the aggregate limit.

Any and all damages paid under the terms and conditions of this "Borrowed Equipment" Property Damage Liability coverage will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Part in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.

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

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

7. DAMAGE TO PREMISES RENTED TO YOU COVERAGE

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

Exclusions **c.** through **n.** do not apply to "property damage" to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**. This limit will apply to all damage proximately caused by the same event.

b. The first full paragraph immediately following exclusion **j.(6)** under **j. Damage to Property** of **2. Exclusions** under **Coverage A** of **Section I** is deleted in its entirety.

c. Paragraph **6.** under **Section III – Limits of Insurance** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, including the contents of such premises, while rented to you or temporarily occupied by you with permission of the owner.

d. The Damage to Premises Rented to You Limit in paragraph **6.** of **Section III – Limits of Insurance** is the greater of \$500,000 or the amount shown in the declarations for the Damage to Premises Rented to You Limit and is the most we will pay, subject to paragraph **5.** of **Section III – Limits of Insurance**, under **Coverage A** for damages because of "property damage" to any one premises, including the contents of such premises while rented to you or temporarily occupied by you with permission of the owner.

8. ELEVATOR PROPERTY DAMAGE LIABILITY

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

The limit of insurance for Elevators Coverage provided by this section **8.** is \$5,000 any one occurrence and \$10,000 annual aggregate and is subject to a \$250 deductible or the property damage deductible shown on the declarations, whichever is greater.

The aggregate limit applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless that policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the aggregate limit.

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

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

9. EXPECTED OR INTENDED INJURY

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

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

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

10. INCIDENTAL MEDICAL MALPRACTICE LIABILITY

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

b. This coverage does not apply if you are engaged in the business or occupation of providing professional health care services.

11. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

A. The requirement in **Section IV CONDITIONS**, Paragraph **2.a. Duties in the Event of Occurrence, Offense, Claim or Suit** that you must see to it that we are notified of an "occurrence" or offense will not be considered breached unless the breach occurs after the "occurrence" or offense is known to:

1. You, or your spouse, if you are an individual;
2. You, an "executive officer", director, or stockholder, if you are a corporation;
3. A partner, member, or their spouses if you are a partnership or joint venture;

4. You, a member, or your managers, if you are a limited liability company;
 5. You, or a trustee, if you are a trust;
 6. An "employee" who is either designated by you to give such notice of an "occurrence" or offense (such as an insurance, loss control or risk manager or administrator) or a manager or supervisor responsible for the operation or oversight of a department, crew, business unit or division.
- B.** The requirement in **Section IV – CONDITIONS, Paragraph 2.b. Duties in the Event of Occurrence, Offense, Claim or Suit** that you must see to it that we receive notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:
1. You, or your spouse, if you are an individual;
 2. You, an "executive officer", director, or stockholder, if you are a corporation;
 3. A partner, member, or their spouses if you are a partnership or joint venture;
 4. You, a member, or your managers, if you are a limited liability company;
 5. You, or a trustee, if you are a trust;
 6. An "employee" who is either designated by you to give such notice of an "occurrence" or offense (such as an insurance, loss control or risk manager or administrator) or a manager or supervisor responsible for the operation or oversight of a department, crew, business unit or division.
- C.** Knowledge by any other "employee" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge unless and until such time as any person listed in **A.** or **B.** above would reasonably be expected to have obtained knowledge of such "occurrence", offense, claim or "suit" through the exercise of reasonable diligence.

12. LIBERALIZATION

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

13. MEDICAL PAYMENTS

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

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

14. MENTAL ANGUISH – BODILY INJURY REDEFINED

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

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

15. MOBILE EQUIPMENT REDEFINED

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

16. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

- a. In paragraph 3.a. of **Section II – Who Is An Insured**, 90th day is changed to 180th day.
- b. This provision does not apply if coverage for newly formed or acquired organizations is excluded either by the provisions of the Commercial General Liability Coverage Form or by any applicable endorsement.

17. NON-DUPLICATION OF BENEFITS

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

18. NON-OWNED AIRCRAFT

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

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

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

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

19. NON-OWNED WATERCRAFT

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

(2) A watercraft you do not own that is:

- a. Less than 51 feet long; and
- b. Not being used by the insured to carry persons or property for a charge.

20. PERSONAL INJURY – BROAD FORM

a. Paragraph **14. b.** of **Section V – Definitions** is replaced by the following:

b. Malicious prosecution or abuse of process;

b. Definition **14** of **Section V – Definitions** is amended by the addition of the following:

h. Wrongful discrimination or humiliation that results in injury to the feeling or reputation of a natural person, but only if such discrimination or humiliation is:

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

(a) The insured;

(b) Any executive officer, director, stockholder, partner or member of the insured; or

(c) Anyone acting at the direction of anyone listed in (a) and (b) above done with the intent or the reasonable expectation that such acts or omissions will result in wrongful discrimination or humiliation to another person; and

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

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

21. SUPPLEMENTARY PAYMENTS

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

b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the “bodily injury” coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$500 a day because of time off from work.

22. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

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

23. VOLUNTARY PROPERTY DAMAGE

A. INSURING AGREEMENT

Under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** of the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**, we will pay, at your request, without regard to liability, for “property damage” to the property of others provided:

1. Such “property damage” occurs while such property is in your care, custody or control, or the damage is to property of others over which you are, for any purpose, exercising physical control; and

2. Such “property damage” arises out of “your work” away from premises owned by, rented to, or occupied by you.

B. ADDITIONAL CONDITIONS

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

1. Subject to a \$50,000 Annual Aggregate, the most we will pay for Voluntary Property Damage because of “property damage”, to which the coverage provided by this Voluntary Property Damage coverage applies, arising out of any one “occurrence” is a \$25,000 “Occurrence” Limit regardless of the number of:

a. Insureds;

b. Claims made or “suits” brought; or

c. Persons or organizations making claims or bringing “suits”.

The "Occurrence" Limit is included within and is not in addition to the Each Occurrence Limit applicable to **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of the **COMMERCIAL GENERAL LIABILITY COVERAGE PART**.

2. The Annual Aggregate of this Voluntary Property Damage coverage is the most we will pay for all "property damage" to which the Voluntary Property Damage coverage provided by this endorsement applies.
3. The Annual Aggregate applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Annual Aggregate.
4. Any and all damages paid under the terms and conditions of this Voluntary Property Damage coverage will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Part in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Part that are also subject to the General Aggregate Limit.
5. Our obligation under this endorsement to pay damages on your behalf applies only to the amount of damages in excess of \$500. The deductible amount applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".
 - a. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any "suits" seeking those damages; and
 - (2) Your duties in the event of any "occurrence", claim or "suit";apply irrespective of the application of the deductible amount.
 - b. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
6. Settlement – In the event of loss covered by this Voluntary Property Damage coverage, you shall, if requested by us, replace the property or furnish the labor and materials necessary for the repairs thereto at actual cost to you, excluding prospective profit or overhead charges of any nature. Any property so paid for or replaced shall, at our option, become our property. Payment hereunder shall not constitute an admission of your liability or, except as stated herein, of ours.
7. The insurance provided by this Voluntary Property Damage coverage is excess over any valid and collectible property insurance (except the deductible portion thereof) available to the insured, such as, but not limited to, Building coverage, Personal Property coverage, Builder's Risk coverage, Installation Risk coverage, or similar coverage. The Other Insurance Condition of your policy is amended accordingly.

C. EXCLUSIONS

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

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

The insurance provided by this coverage does not apply to "property damage":

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

All other Exclusions, Terms and Conditions of the Policy to which this Voluntary Property Damage coverage is attached continue to apply.

D. DEFINITIONS

The following additional definitions apply:

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

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

“Structural property damage” means the collapse of or structural injury to any building or structure due to:

- (a) grading of land, excavating, burrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work; or
- (b) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support of that building or structure.

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

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

24. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OTHER INSURANCE AMENDMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If specifically required by a written contract or agreement, any coverage provided 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.

Even if the requirements of the above paragraph are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOTEL/MOTEL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is a summary of the additional coverages and Limits of Insurance provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page Number
Blanket Additional Insured – Automatic Status When Required In Agreement With You	Included	1
Customer’s Auto Coverage	\$50,000/\$50,000	2
Limited Pollution Coverage	\$25,000/\$25,000	3
Liberalization	Included	4
Non-Duplication of Benefits	Included	4
Voluntary Property Damage Coverage	\$25,000/\$50,000	5

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

A. Any person or organization is an additional insured when you have agreed, pursuant to a written contract or agreement, that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by you or those acting on your behalf, and when such liability of the additional insured is premised upon:

1. the additional insured’s financial control of you, including premises they own, maintain or control while leased to you or occupied by you;
2. their status as a grantor of franchise to you; or
3. their status as a concessionaire trading under your name.

B. The insurance provided to an additional insured by this coverage is limited as follows:

1. The person’s or organization’s status as an insured under this coverage ends when you are no longer contractually required to include such person or organization as an additional insured under your policy.
2. The additional insured is covered only for such sums that such additional insured is legally obligated to pay as damages under tort law principles to the injured party because of “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance applies, and in accordance with the stated policy limits 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.
3. The limits of insurance are those set forth in the policy and Declarations or those specified in the written contract or agreement referenced in paragraph **1.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 or agreement referenced in paragraph **1.A.** above was not executed by the named insured prior to the “bodily injury”, “property damage” or “personal and advertising injury” giving rise to the additional insured’s potential liability.
- b. This insurance does not apply to a “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. However, 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 **1.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 or agreement 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.

2. CUSTOMER'S AUTO COVERAGE

A. INSURING AGREEMENT

1. Under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**, we will pay all sums the insured legally must pay as damages for loss to an "auto", or its equipment, of your guests or other business invitees, while the "auto", or its equipment, is in the insured's care, custody and control at a premises shown in the Declarations caused by:
 - a. Fire, lightning or explosion;
 - b. Theft;
 - c. Mischief or vandalism; or
 - d. Collision, meaning the
 - (1) "auto's" collision with another object; or
 - (2) "auto's" overturn.

Your guests and other business invitees include, but are not limited to, your "employees" and members of their households who pay for services performed.

2. We will have the right and duty to defend any insured against a "suit" asking for these damages. However, we will have no duty to defend any insured against a "suit" seeking damages to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the limit of insurance has been exhausted by payment of judgments or settlements.

B. Solely for the purposes of the insurance provided by this coverage, the following exclusions are added to Paragraph **2. EXCLUSIONS** of **SECTION I – COVERAGE, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

1. Contractual Obligations

We will not pay damages resulting from any contract or agreement by which the insured accepts responsibility for damages, even if such contract or agreement, or any part thereof, is an "insured contract". But this exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

2. Theft

We will not pay damages due to theft or conversion caused in any way by you, your "employees" or by your shareholders.

3. We will not pay for damages to any of the following:

- a. Tape decks or other sound reproducing equipment unless permanently installed in an "auto".
- b. Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
- c. Sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "auto" manufacturer for the installation of a radio.
- d. Any device designed or used to detect speed measurement equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

C. Limits of Insurance

1. Subject to a \$50,000 Customer's Auto Annual Aggregate, the most we will pay for loss of or damage to an "auto", or its equipment of your guests or other business invitees arising out of any one "occurrence" is a \$50,000 Customer's Auto coverage "Occurrence" Limit regardless of the number of:
 - a. "autos" involved;
 - b. "insureds";
 - c. claims made or "suits" brought; or
 - d. persons or organizations making claims or bringing "suits".

2. The Customer's Auto Annual Aggregate is the most we will pay for all loss of or damage to an "auto", or its equipment, of your guests or other business invitees and applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Customer's Auto Annual Aggregate and in which event the Annual Aggregate will be increased in proportion to the period of extension.

D. Additional Definitions

Solely for the purposes of the insurance provided by this coverage, additional definitions are added to **SECTION V – DEFINITIONS**:

1. "Auto" means a land motor vehicle or trailer or semi-trailer.
2. "Damages" means direct and accidental loss or damage and includes any resulting loss of use.

3. LIMITED POLLUTION COVERAGE

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

1. the "pollution incident" begins at an identified time and place and ends in its entirety within 72 hours;
2. you have notified us of the "pollution incident" as soon as practicable, but no more than 14 days after its ending; and
3. it is accidental.

B. LIMITS OF INSURANCE

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

1. Subject to a \$25,000 Limited Pollution Coverage Annual Aggregate, the most we will pay for Limited Pollution Coverage arising out of any one "occurrence" is a \$25,000 Limited Pollution Coverage "Occurrence" Limit regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Limited Pollution Annual Aggregate is the most that we will pay for the sum of damages under **SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and medical expenses under **COVERAGE C** for all "bodily injury" and "property damage" resulting from all "pollution incidents".
3. Subject to the Limited Pollution Annual Aggregate Limit of Liability, the Limited Pollution Coverage Occurrence Limit of Liability is the most we will pay for the sum of damages under **SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and medical expenses under **COVERAGE C** for all "bodily injury" and "property damage" arising from one "pollution incident".
4. Subject to **2.** and **3.** above, the Medical Expense Limit shown in the Declarations of the policy to which this coverage is attached is the most we will pay under **Coverage C** for all medical expenses because of "bodily injury" sustained by any one person arising out of a "pollution incident".
5. The Limited Pollution Coverage Annual Aggregate Limit of Liability applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limited Pollution Coverage Annual Aggregate Limit of Liability and in which event the Annual Aggregate will be increased in proportion to the period of extension.
6. Any and all damages paid under the terms and conditions of this coverage will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Form, in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Form that are also subject to the General Aggregate Limit.
7. The Limited Pollution Coverage Occurrence Limit of Liability is included within and not in addition to the Each Occurrence Limit shown on the Declarations page of your policy.

C. DEDUCTIBLE

1. Our obligation under this coverage to pay damages on your behalf applies only to the amount of damages in excess of \$250. as applicable to the Limited Pollution Coverage Occurrence Limit of Liability. Neither the Limited Pollution Coverage Occurrence Limit of Liability nor the Limited Pollution Coverage Annual Aggregate Limit of Liability will be reduced by the application of such deductible amount.

2. The terms of this insurance, including those with respect to:
 - a. Our right and duty to defend any “suits” seeking those damages; and
 - b. Your duties in the event of a “pollution incident”, claim or “suit”;
apply irrespective of the application of the deductible amount.
3. We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and, upon notification of the action taken, you shall promptly reimburse us of such part of the deductible amount as has been paid by us.

D. EXCLUSIONS

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

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

The coverage provided by this coverage does not apply to:

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

All other Coverage A Exclusions in your policy apply.

E. DEFINITIONS

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

“Insured site” means any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured.

“Pollution incident” means the actual, alleged or threatened discharge, dispersal, emission, release or escape of “pollutants” at or from an “insured site”. All “bodily injury” and “property damage” arising out of one discharge, dispersal, emission, release or escape (or repeated and continuous discharges, dispersals, emissions, releases or escapes) shall be deemed to be one “pollution incident”. “Pollution incident” does not include “property damage” to a “waste facility”. “Pollution incident” does not include any “bodily injury” or “property damage” which is included in the exceptions to the pollution exclusion provided by subparagraphs (1)(a)(i), (ii) and (iii) of exclusion **f. pollution** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **SECTION I – COVERAGES**.

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

4. LIBERALIZATION

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

5. NON-DUPLICATION OF BENEFITS

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

6. VOLUNTARY PROPERTY DAMAGE

A. INSURING AGREEMENT

Under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**, we will pay, at your request, without regard to liability, for “property damage” to the property of others provided:

1. Such “property damage” occurs while such property is in your care, custody or control, or property of others over which you are, for any purpose, exercising physical control; and
2. Such “property damage” arises out of “your work” away from premises owned by, rented to, or occupied by you.

B. LIMIT OF INSURANCE

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

1. Subject to a \$50,000 Annual Aggregate, the most we will pay for Voluntary Property Damage because of “property damage”, to which the coverage provided by this Voluntary Property Damage coverage applies, arising out of any one “occurrence” is a \$25,000 “Occurrence” Limit regardless of the number of:
 - a. Insureds;
 - b. Claims made or “suits” brought; or
 - c. Persons or organizations making claims or bringing “suits”.

The “Occurrence” Limit is included within and is not in addition to the Each Occurrence Limit applicable to **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**.

2. The Annual Aggregate is the most we will pay for all “property damage” to which the Voluntary Property Damage coverage provided by this coverage applies.
3. The Annual Aggregate applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Annual Aggregate and in which event the Annual Aggregate will be increased in proportion to the period of extension.
4. Any and all damages paid under the terms and conditions of this coverage will further be applied against and will reduce the General Aggregate Limit of Insurance shown on the Declarations page, as provided in the Commercial General Liability Coverage Form in the same manner and in addition to all other coverages of the Commercial General Liability Coverage Form that are also subject to the General Aggregate Limit.
5. Our obligation under this coverage to pay damages on your behalf applies only to the amount of damages in excess of \$500. The deductible amount applies to all damages because of “property damage” as the result of any one “occurrence” regardless of the number of persons or organizations who sustain damages because of that “occurrence”.
 - a. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any “suits” seeking those damages; and
 - (2) Your duties in the event of any “occurrence”, claims or “suits”;apply irrespective of the application of the deductible amount.
 - b. We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
6. Settlement – In the event of a loss covered by this coverage, you shall, if requested by us, replace the property or furnish the labor and materials necessary for the repairs thereto at actual cost to you, excluding prospective profit or overhead charges of any nature. Any property so paid for or replaced shall, at our option, become our property. Payment hereunder shall not constitute an admission of your liability or, except as stated herein, of ours.
7. The insurance provided by this coverage is excess over any valid and collectible property insurance (except the deductible portion thereof) available to the insured, such as, but not limited to, Building coverage, Personal Property coverage, Builder’s Risk coverage, Installation Risk coverage, or similar coverage. The Other Insurance Condition of your policy is amended accordingly.

C. EXCLUSIONS

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

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

2. The following exclusions are added:

The insurance provided by this coverage does not apply to "property damage":

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

All other Exclusions, Terms and Conditions of the Policy to which this Voluntary Property Damage coverage is attached continue to apply.

D. DEFINITIONS

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

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

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

"Structural property damage" means the collapse of or structural injury to any building or structure due to:

- (a) grading of land, excavating, burrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work; or
- (b) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support of that building or structure.

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOSPITALITY SERVICES ERRORS AND OMISSIONS LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORMS

Schedule

Hospitality Services Errors and Omissions Liability Limits of Insurance:	
\$	Each Wrongful Act Limit
\$	Aggregate Limit
\$	Deductible Amount – Each Wrongful Act

A. COVERAGE – HOSPITALITY SERVICES ERRORS AND OMISSIONS LIABILITY:

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

COVERAGE – HOSPITALITY SERVICES ERRORS AND OMISSIONS LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of a “wrongful act” committed in the course of providing or failing to provide “hospitality services” to which this insurance applies. However, damages on account of which we pay do not include fines, penalties or assessments or any sums that you are legally obligated to pay that are uninsurable under applicable law or your costs and expenses incurred in complying with any injunctive, non-pecuniary or other form of equitable relief. We will have the right and duty to defend the insured against any “suit” seeking damages that are covered by this insurance. However, we will have no duty to defend the insured against any “suit” seeking damages for a “wrongful act” to which this insurance does not apply. We may, at our discretion, investigate any “wrongful act” and settle any claim or “suit” that may result. But:
 - (1) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE** of this endorsement;
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Hospitality Services Errors and Omissions Liability Coverage.
- b. This insurance applies only to damage because of a “wrongful act” first committed in the “coverage territory” and during the policy period.
- c. No other obligation or liability to pay sums or perform acts or services is covered for Hospitality Services Errors and Omissions Liability Coverage unless explicitly provided for under Supplementary Payments.

2. Exclusions

This insurance does not apply to any “wrongful act”:

- a. Contractual Liability
Based upon, arising from, or in any way involving any liability assumed under any contract or agreement. This exclusion does not apply to any liability the insured would have in the absence of such contract or agreement.
- b. Bodily Injury, Property Damage, Personal and Advertising Injury
Based upon, arising from, or in any way involving any “bodily injury”, “property damage”, or “personal and advertising injury”.
- c. Dishonest, Fraudulent, Criminal or Malicious Acts
Based upon, arising from, or in any way involving dishonest, fraudulent, criminal or malicious acts, errors or omissions of the insured whether acting alone or in collusion with others.
- d. Intentional Acts or Expected Damages
Based upon, arising from, or in any way involving “wrongful acts” committed by or at the direction of the insured:
 - (1) with the intent of causing damages; or
 - (2) from which damages could be reasonably expected to result.

e. Intellectual Property

Based upon, arising from, or in any way involving:

- (1) The actual or alleged infringement of intellectual property rights including but not limited to infringement of copyrights, patents, trade dress, trade names, trademarks and trade secrets or the violation of any laws or regulations that pertain to the infringement or protection of such intellectual property rights.
- (2) "Wrongful acts" arising out of the unauthorized use of another's name or product in your email address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

f. Cost Guarantees or Estimates

Based upon, arising from, or in any way involving (whether expressed or implied, or verbal or written) any cost guarantees, or estimates of, or exceeding probable costs; or any actual or alleged guarantee, warranty or promise relating to costs or cost savings, all whether expressed or implied, or verbal or written.

g. Pollution

Based upon, arising from, or in any way involving:

- (1) The actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

h. Discrimination

Based upon, arising from, or in any way involving any wrongful discrimination including but not limited to discrimination because of race, religion, color, sex, age, national origin, sexual preference or disability or the violation of any state or federal law relating to wrongful or illegal discrimination or classifications.

i. Nuclear

Based upon, arising from, or in any way involving nuclear reaction, nuclear radiation or radioactive contamination, or to any act or condition incident to any of the foregoing.

j. Securities, Anti-trust, Restraint of Trade, Unfair Trade Practices or Consumer Protection Law

Based upon, arising from, or in any way involving a violation by the insured of any state or federal law relating to securities, anti-trust, consumer protection, restraint of trade or unfair trade practices.

k. Employee Retirement Income Security Act (ERISA)

Based upon, arising from, or in any way involving liability of any insured arising out of any insured's capacity as a fiduciary under any employee benefit plan as defined by the Employee Retirement Income Security Act of 1974 or any of its amendments, or any similar state or local law.

l. Employment Related Practices

Based upon, arising from, or in any way involving liability of any insured arising out of any:

- (1) Refusal to hire;
- (2) Termination of employment or "temporary worker" status; or
- (3) Other practice, policy, act or omission related to employment or "temporary workers" status, such as coercion, demotion, evaluation, reassignment, discipline, harassment, humiliation, discrimination, libel, slander, violation of the right of privacy, malicious prosecution or false arrest, detention or imprisonment, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of employment or "temporary worker" status.

This exclusion applies:

- (i) Whether any insured may be held liable as an employer or in any other capacity; or
- (ii) Whether any insured may have any obligation to share damages with or repay someone else who must pay damages on account of such employment related practices.

m. Auto, Aircraft, Watercraft, Mobile Equipment

Based upon, arising from, or in any way involving any ownership, maintenance, operation, use, loading or unloading of any kind of auto, aircraft, watercraft or mobile equipment. This exclusion applies even if the claim against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured.

n. Unauthorized access

Based upon, arising from, or in any way involving any access to, or use of a computer, computer system or computer network by an unauthorized person or persons or an authorized person in an unauthorized manner.

o. Harmful Code

Based upon, arising from, or in any way involving any "harmful code", regardless of how or by whom the "harmful code" was introduced, acquired or transmitted.

p. Employee Injury

Based upon, arising from, or in any way involving:

(1) any injury to any 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

(2) any injury to the spouse, child, parent, brothers or sister of that employee as a consequence of paragraph (1) above.

This exclusion applies:

- (i) Whether the insured may be held liable as an employer or in any other capacity; and
- (ii) To any obligation to share damages with or to repay someone else who must pay damages because of the injury.

q. Worker's Compensation

Based upon, arising from, or in any way involving any obligation of any insured under any worker's compensation, disability benefits, unemployment compensation law or any similar law.

r. Funds Management

Based upon, arising from, or in any way involving:

(1) any actual or alleged theft, stealing, conversion, commingling, embezzlement or misappropriation by any person of any money, funds, securities, assets, or other legal tender, or any actual or alleged failure to return or collect any money, funds, securities, assets, or other legal tender.

(2) failure to collect, pay or return commissions or deposits or amounts charged or paid for your "hospitality services".

s. Cost to Correct

Based upon, arising from, or in any way involving your cost to correct, re-perform, or complete any "hospitality services". However, this exclusion does not apply to extra expenses that are over and above the amount agreed upon for your "hospitality services", which are incurred by your customers to procure comparable replacement for such "hospitality services" due to your "wrongful act".

t. Insurance or Bond

Based upon, arising from, or in any way involving any actual or alleged failure to obtain or maintain any insurance or bond, or to provide any advice about any insurance or bond.

u. Real Estate Transactions and Property Management Services

Based upon, arising from, or in any way involving:

(1) any formation, syndication, promotion, offer, sale or management of any real estate investment trust, or limited or general partnership; including without limitation the promotion, offer or sale of any security, or interest in any real estate investment trust or limited or general partnership.

(2) any real estate or brokerage services or timeshare sales or real property provided by any insured or any real estate broker who is either employed by, or performing work on behalf of, any insured in such capacity.

(3) failure to disclose or misrepresentation of any information relating to any property with respect to the condition or suitability of such property for an intended use.

(4) liability, costs, or expenses in making physical changes, modifications, alterations, or improvements to accommodate or comply with any law prohibiting discrimination including but not limited to the Americans with Disabilities Act of 1990 including any amendments thereto, or any similar federal, state, or local law or regulation.

v. Non-Hospitality Related Professional Services

Based upon, arising from, or in any way involving the rendering or failure to render professional services by any insured as an accountant, architect, attorney, engineer, property developer, contractor, appraiser, estimator, builder, licensed medical practitioner or psychological counselor.

w. Liquor Liability

Based upon, arising from, or in any way involving any "wrongful act" for which any insured may be held liable by reason of:

(1) causing or contributing to the intoxication of any person;

(2) the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

x. Weather

Based upon, arising from, or in any way involving any adverse weather conditions, including, but not limited to, any natural disasters.

y. Tour Operator

Based upon, arising from, or in any way involving tour services other than organizing and conducting land tours on public roads and making reservations. This exclusion applies even if the claim against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured.

z. Notary

Based upon, arising from, or in any way involving notarizing a document in the absence of the person whose signature is being notarized.

aa. War

Based upon, arising from, or in any way involving however caused, whether directly or indirectly, out of:

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

B. SUPPLEMENTARY PAYMENTS

Solely for the purposes of the coverage provided by this endorsement, all references to **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** are replaced by **SUPPLEMENTARY PAYMENTS – COVERAGE A, B, AND HOSPITALITY SERVICES ERRORS AND OMISSIONS LIABILITY**.

C. WHO IS AN INSURED

Solely for the purposes of the coverage provided by this endorsement, the following is added to **SECTION II – WHO IS AN INSURED**:

1. Any organization you newly acquire or form, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest will qualify as a named insured for Hospitality Services Errors and Omissions Liability coverage if there is no other insurance which provides similar coverage to that organization. However:

a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form the organization; or
- (2) Until the end of the policy period, if you report such organization in writing to us within 180 days after you acquire or form the organization, even if there are more than 180 days remaining until the end of the policy period; and

- b. Coverage for Hospitality Services Errors and Omissions Liability does not apply to damages because of “wrongful acts” committed before you acquired or formed the organization.

2. Additional Insured

- a. Any person or organization is an additional insured when you have agreed, pursuant to a written contract or agreement, that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to damages that are caused, in whole or in part, by your “wrongful acts” or the “wrongful acts” of those acting on your behalf, and when such liability of the additional insured is premised upon:

- (1) the additional insured’s financial control of you, including premises they own, maintain or control while leased to you or occupied by you;
- (2) their status as a grantor of franchise to you; or
- (3) their status as a concessionaire trading under your name.

- b. The insurance provided to an additional insured by this coverage is limited as follows:

- (1) The person’s or organization’s status as an insured under this coverage ends when you are no longer contractually required to include such person or organization as an additional insured under your policy.
- (2) The additional insured is covered only for such damages which are caused, in whole or in part, by a “wrongful act” committed by the named insured or on behalf of the named insured to which the additional insured is entitled to be indemnified by the named insured pursuant to the written contract or agreement referenced above in paragraph C.2.a. 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 a “wrongful act” 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.
- (3) The limits of insurance are those set forth in the Schedule of this endorsement or those specified in the written contract or agreement referenced in paragraph C.2.a. above, whichever is less.

- c. With respect to the insurance afforded to the additional insured, the following exclusions are added:

2. Exclusions

- (1) This insurance does not apply if the written contract or agreement referenced in paragraph C. 2.a. above was not executed by the named insured prior to the “wrongful act” giving rise to the additional insured’s potential liability.

(2) This insurance does not apply to a “wrongful act” for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. However, 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 **C.2.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 or agreement 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.

D. LIMITS OF INSURANCE

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

1. The Hospitality Services Errors and Omissions Limits of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or “suits” brought; or
 - c. Persons or organizations making claims or bringing “suits”.
2. The Hospitality Services Errors and Omissions Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for all damages because of a “wrongful acts” committed by an insured during the policy period in the course of providing or failing to provide “hospitality services”.
3. Subject to **D.2.** above, the Hospitality Services Errors and Omissions Each Wrongful Act Limit shown in the Schedule of this endorsement is the most we will pay for the sum of all damages because of any “wrongful act” committed by the insured during the policy period in the course of providing or failing to provide “hospitality services”.
4. Deductible
 - a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to each “wrongful act”. The limits of insurance shall not be reduced by the amount of this deductible.
 - b. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any “suit” seeking those damages; and
 - (2) Your duties, and the duties of any other involved insured, in the event of any “wrongful act”apply irrespective of the application of the deductible amount.
 - c. We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

The Hospitality Services Errors and Omissions Aggregate applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Aggregate.

E. Solely for the purposes of the coverage provided by this endorsement, the following are added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

1. Duties In The Event Of A “Wrongful Act”, Or Claim Or “Suit” Arising Out Of A “Wrongful Act”

- a. You must see to it that we are notified as soon as reasonably possible of any “wrongful act” which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the “wrongful act” took place;
 - (2) The names and addresses of any persons involved in the “wrongful act” and witnesses; and
 - (3) The nature of the harm resulting from the “wrongful act”.
- b. If a claim is made or “suit” is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or “suit” and the date received; and
 - (2) Notify us as soon as reasonably possible.
 - (3) You must see to it that we receive written notice of the claim or “suit” as soon as practicable.

- c. You and any other involved insured must:
- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of damages to which this insurance may also apply.
- d. No insureds will, except at their own cost, voluntarily make payment, assume any obligation, or incur any expense without our consent.

2. Other Insurance – Hospitality Services Errors and Omissions Liability

If other valid and collectible insurance is available to the insured for a loss we cover under this insurance for Hospitality Services Errors and Omissions Liability, we will pay only that part of the damages that are not covered by such other insurance whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise. This provision does not apply to insurance bought specifically to apply in excess of this insurance.

F. Solely for the purposes of the coverage provided by this endorsement, SECTION V – DEFINITIONS is amended as follows:

1. The definitions of "bodily injury" and "suit" are replaced by:

- a. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.
- b. "Suit" means a civil proceeding in which damages because of a "wrongful act" to which this insurance applies is 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.

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

- a. "Harmful code" means any virus, program, routine, sub-routine, Trojan horse, worm, script or other code or code string that destroys, alters, or corrupts any electronic data, computer or computer system.
- b. "Hospitality services" means those services you provide to your customers or guests in the conduct of your business as a hotel, motel, inn, resort, restaurant, golf club, yacht club, sports club, country club, fitness club, health spa, beauty salon, caterer or food service provider, conference center or convention center.
- c. "Wrongful act" means any negligent act, error or omission committed by or on behalf of the insured. A series of negligent acts, errors or omissions that have as a common connection, tie, or link any fact, circumstance, situation, event, transaction, cause, or series of related facts, circumstances, situations, events, transactions, or causes will be considered a single "wrongful act", and will be deemed to have been committed at the time the first such negligent act, error or omission is committed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HOSPITALITY SERVICES – LIMITED PROFESSIONAL LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
HOSPITALITY SERVICES ERRORS AND OMISSIONS LIABILITY

A. The following forms, if attached to this policy, are deleted and replaced by this endorsement:

- CG 22 45 Exclusion – Specified Therapeutic or Cosmetic Services
- CG 22 76 Professional Liability Exclusion – Health or Exercise Clubs or Commercially Operated Health or Exercise Facilities
- CG 22 90 Professional Liability Exclusion – Spas or Personal Enhancement Facilities
- CG 23 01 Real Estate Agents or Brokers Errors or Omissions

B. The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury and Property Damage Liability**; Paragraph 2. **Exclusions of Section I – Coverage B – Personal and Advertising Injury Liability**; and Paragraph 2. **Exclusions of the Hospitality Services Errors and Omissions Liability Endorsement**:

This insurance does not apply to “bodily injury”, “property damage”, “personal and advertising injury” or other damages sustained due to or arising out of the rendering or failure to render any of the following services, treatments, instructions or advice:

1. The following beautician and spa services:

- a. Body piercing other than ear piercing;
- b. Tattooing or permanent makeup;
- c. Ear candling or coning;
- d. Hair dying with coal-tar dyes;
- e. Dying of eyelashes or eyebrows with dyes not approved by the Food and Drug Administration for that application.
- f. Sales of products you manufacture or which are sold under your brand or label;
- g. Hair removal by X-ray, laser or photocoagulation or any other non-electrolysis ionizing technique;
- h. Any chemical peel or exfoliation technique.
- i. Skin treatments performed by means of laser or intense pulse light;
- j. Any invasive or sub dermal treatment, including:
 - (1) Removal of moles, tattoos, warts or other growths;
 - (2) Plastic surgery;
 - (3) Sclerotherapy or other procedures to minimize the appearance of veins; or
 - (4) Injections of any kind;
- k. Any services performed by you without a license to do so, if the law requires such a license for the service performed; or
- l. Medical, psychiatric, psychological, chiropractic, surgical, dental, x-ray or nursing services.

2. The following physical fitness services:

- a. Nutritional counseling or weight reduction treatments;
- b. Sales of nutritional products you manufacture or which are sold under your label; or
- c. Training for professional athletes.

C. The following exclusions are added to Paragraph 2. Exclusions of Section I - Coverage A – Bodily Injury and Property Damage Liability and Paragraph 2. Exclusions of Section I – Coverage B – Personal and Advertising Injury Liability:

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury”:

1. Tour Operator

Arising from, or in any way involving tour services other than organizing and conducting land tours on public roads and making reservations. This exclusion applies even if the claim against any insured alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured.

2. Real Estate Transactions and Property Management Services

Arising from, or in any way involving:

- a. any formation, syndication, promotion, offer, sale or management of any real estate investment trust or limited or general partnership; including without limitation the promotion, offer or sale of any security, or interest in any real estate investment trust or limited or general partnership.
- b. any real estate or brokerage services or timeshare sales or real property provided by any insured or any real estate broker who is either employed by, or performing work on behalf of, any insured in such capacity.
- c. failure to disclose or misrepresentation of any information relating to any property with respect to the condition or suitability of such property for an intended use.
- d. liability, costs, or expenses in making physical changes, modifications, alterations, or improvements to accommodate or comply with any law prohibiting discrimination including but not limited to the Americans with Disabilities Act of 1990 including any amendments thereto, or any similar federal, state, or local law or regulation.

All other terms and conditions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - PERMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF PERSONAL AND ADVERTISING INJURY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. **COVERAGE B PERSONAL AND ADVERTISING INJURY** is amended to:

COVERAGE B ADVERTISING INJURY

The Coverage afforded by **Coverage B** of the **Commercial General Liability Coverage Part** is limited to coverage for those offenses set forth in the definition of “advertising injury” as provided by paragraph 2. of this endorsement.

2. **SECTION V – DEFINITIONS**, 14. “personal and advertising injury” is replaced in its entirety by:

14. “Advertising injury” means injury, including consequential “bodily injury”, arising out of one or more of the following offenses:

- a. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services;
- b. Oral or written publication, in any manner, of material that violates a person’s right of privacy;
- c. The use of another’s advertising idea in your “advertisement”; or
- d. Infringing upon another’s copyright, trade dress or slogan in your “advertisement”.

3. All references to “personal and advertising injury” in all of the coverage forms and endorsements of this policy are deleted and replaced by “advertising injury”.

All of the other terms and conditions of your policy continue to apply as amended by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – SNOW AND ICE REMOVAL

This endorsement modifies insurance provided under the following.

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to “bodily injury”, “property damage”, or “personal or advertising injury” arising out of your snow and ice removal activities which are performed for others.

This exclusion does not apply to incidental snow removal activities performed by the insured at a job site in which the insured’s principal operation for another person or entity is other than snow removal activities and the insured is performing such snow removal activities to assist the insured in the performance of such non-snow removal operations and not as the result of an express contractual obligation to another person or entity to remove snow.

SERFF Tracking Number: HRLV-127391976 State: Massachusetts
 First Filing Company: Harleysville Insurance Company, ... State Tracking Number:
 Company Tracking Number: GL ROUND 2
 TOI: 17.1 Other Liability-Occ Only Sub-TOI: 17.1001 Commercial General Liability
 Product Name: GL Round 2
 Project Name/Number: GL/08/30/2011

Rate/Rule Schedule

Schedule Item	Exhibit Name:	Rule # or Page #:	Rate Action	Previous State Filing Attachments Number:
	manual pages	(MA) CG-HE-4 thru 11, April 2012 & (MA)-1, April 2012	Replacement	MA GL Exception Pages.pdf MA GL Exp & Sch Rating Plan page.pdf

MASSACHUSETTS RATE AND RULE EXCEPTIONS

SECTION I – GENERAL RULES

Rule 5. PREMIUM COMPUTATION

Paragraph A.3. is deleted in its entirety.

Rule 8. POLICY WRITING MINIMUM PREMIUM

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

Rule 9. ADDITIONAL PREMIUM CHANGES

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

Rule 10. RETURN PREMIUM CHANGES

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

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

Rule 14. MINIMUM PREMIUMS

- B. Minimum Premiums apply as follows:

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

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

SECTION II – COVERAGE RULES

Rule 23. COMPANY RATES OR ISO LOSS COSTS

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

SECTION II – COVERAGE RULES (continued)

Rule 23. COMPANY RATES (continued)

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

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

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

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

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

SECTION II – COVERAGE RULES (continued)

Rule 23. COMPANY RATES (continued)

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

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

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

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

Rule 36. DESCRIPTION OF ADDITIONAL ENDORSEMENTS

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

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

Rating is based upon the number of bodies tended.

Annual rates per Number of Bodies Tended:

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

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

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

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

Annual Charge per Pastor:

First Pastor	\$35
Each Additional Pastor	\$30

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

SECTION II – COVERAGE RULES (continued)

Rule 36. DESCRIPTION OF ADDITIONAL ENDORSEMENTS (continued)

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

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

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

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

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

Total Buried to Date:

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

Estimated Total New Bodies Annually:

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

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

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

SECTION II – COVERAGE RULES (continued)

Rule 36. DESCRIPTION OF ADDITIONAL ENDORSEMENTS (continued)

- **CG-7228**, Lost Key Coverage, extends coverage provided by the Commercial General Liability coverage form to include certain types of property damage liability pertaining to the loss of insured’s customers’ keys that were in the care, custody or control of the insured. There are five coverage limits available and the premiums associated with them are: *

Limit	Premium Charge
\$2,500	\$50 flat charge
\$5,000	\$100 flat charge
\$10,000	\$200 flat charge
\$25,000	\$300 flat charge
\$50,000	\$400 flat charge

These flat charges cannot be modified by loss cost multipliers or any rating plan, including package modification, experience rating, schedule or other rating plan.

- **CG-7237**, Retail Gasoline Spillage Damage Liability Coverage – Pollution Exclusion Exception, is available as an optional endorsement. Liability coverage sustained by a retail gasoline customer of the Insured, caused by gasoline spillage, may be afforded by attaching form CG-7237. Premium determination is based on the selected sublimit with a corresponding flat charge for each location as follows:

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

- **CG-7241**, Exclusion – Snow and Ice Removal, is available as an optional endorsement to apply to Commercial General Liability policies. *
- **CG-7244**, General Liability Enhancement Endorsement – Contractors, may be attached for contractor insureds. This endorsement modifies and expands the General Liability coverage form. A flat \$100 premium applies per policy.
- **CG-7248**, Exclusion – Unsolicited Faxes, Telephone Calls and Emails, applies to all Commercial General Liability policies.
- **CG-7249**, Other Insurance Amendment, is available as an optional endorsement to modify CG 20 10, CG 20 33 or CG 20 37.
- **CG-7253**, Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization, is an optional endorsement available for contractors. The premium charge for this endorsement is on a “refer to company” basis.
- **CG-7254**, Additional Insured – Owners, Lessees or Contractors – Automatic Status When Required in Construction Agreement with You, is an optional endorsement available for contractors. The premium charge for this endorsement is on a “refer to company” basis.
- **CG-7255**, Additional Insured – Owners, Lessees or Contractors – Completed Operations, is an optional endorsement available for contractors. The premium charge for this endorsement is on a “refer to company” basis.
- **CG-7256**, Additional Insured – Owners, Lessees or Contractors, is available as an optional endorsement to use with the 7/04 edition of CG 20 10, CG 20 33, or CG 20 37.
- **CG-7257**, Amendment of Insured Contract Definition, is available as an optional endorsement to use with CG 24 26.
- **CG-7258**, Exclusion – Products-Completed Operations Hazard, is available as an optional endorsement to exclude products or completed operations coverage.
- **CG-7259**, Exclusion – Residential Multi-Unit Construction Defect, is available as an optional endorsement to exclude coverage for residential construction defects on contractors policies.
- **CG-7261**, Exclusion – Methyl Tertiary Butyl Ether (MTBE), is an optional endorsement available for those insureds involved in the manufacturing, distributing, retailing and transporting of gasoline and also any one associated with supplying water or providing or installing pipelines or underground storage tanks.
- **CG-7262**, Exclusion – Tobacco Health Hazards, is an optional endorsement available for those wholesale and retail insureds involved with tobacco products.

SECTION II – COVERAGE RULES (continued)

Rule 36. DESCRIPTION OF ADDITIONAL ENDORSEMENTS (continued)

- **CG-7263**, Additional Insured – Owners, Lessees or Contractors – Completed Operations – Automatic Status When Required in Construction Agreement With You, is an optional endorsement available for contractors. The premium charge for this endorsement is on a “refer to company” basis.
- * • **CG-7264**, Printers Errors and Omissions Liability, is available to provide printers with errors and omissions coverage for damages as a result of an error, omission, or negligent act committed in the course of providing printing services. The endorsement modifies the Commercial General Liability coverage part. Within the endorsement, Cost of Correction coverage is available as an optional additional coverage. A base deductible of \$500 applies to both Printers E&O coverage and the Cost of Correction coverage. An optional choice of a \$1,000 deductible is available.

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

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

Rating is based on \$1,000 of sales derived from the insured’s printing operations and follows this formula:

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

Maximum Available Limits: \$2,000,000 occurrence/\$4,000,000 aggregate

Increased Limits are rated using ISO ILF Table 2

Deductible: A base deductible of \$500 applies. An optional deductible of \$1,000 is available. If the \$1,000 deductible is applied, a deductible factor of 0.92 applies to the rate.

Basic Limit rate: Printers E&O with cost of correction coverage is 0.32.

Printers E&O without cost of correction coverage is 0.11.

The appropriate basic limit rate is multiplied by the appropriate ILF factor, modified by the optional deductible factor, and then multiplied by the amount of sales (per thousand). The annual premium is subject to a minimum premium of \$500 and cannot be modified by any rating plan, rate modification, or package discount.

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

There are four available limits:

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

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

- **CG-7282**, Equipment Dealers General Liability Enhancements, is an optional endorsement available to those insureds whose principal operations involve the sale of mobile agricultural and construction equipment and related accessories. The premium charge for this endorsement is 6% of the deviated and/or modified liability premium; subject to a minimum annual premium of \$250. Do not modify this premium charge under any rating plan or other manual rule revision.
- **CG-7292**, Fuel Oil Dealers Pollution Extension Endorsement, is an optional endorsement that amends the Commercial General Liability coverage form and is designed to provide restricted pollution and clean up coverage. The form is available to fuel oil dealers only with classification code 13204. There is no premium charge for the use of this endorsement.
- **CG-7296**, Additional Insured – Owners, Lessees or Contractors – Completed Operations, is available for contractors. The premium charge for this endorsement is a \$400 flat charge per location.
- **CG-7297**, Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization, is available for contractors. The premium charge for this endorsement is a \$400 flat charge per location.

SECTION II – COVERAGE RULES (continued)

Rule 36. DESCRIPTION OF ADDITIONAL ENDORSEMENTS (continued)

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

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

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

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

- **CG-7301**, Exclusion – Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program and Limited Coverage for Completed Operations, is available as an optional endorsement and modifies the Commercial General Liability Coverage Form. This endorsement is available to contractor insureds when they are involved in a job where coverage is provided by a separate wrap-up policy but also when completed operations coverage is required to extend beyond the coverage provisions of the wrap-up policy. A flat \$500 premium charge applies to the endorsement. The flat premium charge for this endorsement cannot further be modified by any rating plan including package modification, experience rating, schedule rating or other rating plan.
- **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-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-7353**, General Liability Enhancement Plus Endorsement is an optional endorsement that modifies the Commercial General Liability Coverage Form and provides various coverage enhancements. The premium charge associated with this endorsement is 3% of the unmodified GL subline 334 and 336 policy premium subject to a minimum premium of \$500 and a maximum premium of \$1,500.
- * **CG-7356**, General Liability Enhancement Plus Endorsement-Contractors is an optional endorsement that modifies the Commercial General Liability Coverage form and provides various coverage enhancements for contractors only. The premium charge associated with this endorsement is 3% of the unmodified GL subline 334 and 336 policy premium subject to a minimum premium of \$500 and a maximum premium of \$1,500.

SECTION II – COVERAGE RULES (continued)

Rule 36. DESCRIPTION OF ADDITIONAL ENDORSEMENTS (continued)

- **CG-7360**, Additional Insured – Other Insurance Amendment is an optional endorsement that modifies the Commercial General Liability Coverage Form. It is available to amend all of the ISO additional insured endorsements except CG 20 10, CG 20 33, and CG 20 37, to provide primary and non-contributory coverage. There is no premium associated with this endorsement. *
- **CG-7361**, Hotel/Motel Liability Enhancement Endorsement is an optional form that modifies the Commercial General Liability Coverage Form. It provides four additional coverages for a hotel/motel insured. A \$500 flat premium charge applies to this endorsement. The flat premium charge cannot further be modified by any rating plan including package modification, experience rating, schedule rating or other rating plan. *
- **CG-7362**, Hospitality Services Errors and Omissions Liability is an optional form that modifies the Commercial General Liability Coverage Form. It provides hotel and motel insureds with errors and omissions coverage for their hospitality services. The rating for this form is as follows: *

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

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

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

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

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

SECTION III – MISCELLANEOUS RULES

Rule 43. EMPLOYEE BENEFITS LIABILITY COVERAGE

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

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

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

Increased Limits are rated using ISO ILF Table B

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

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

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

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

Claims Made Factors:

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

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

Rule 44. PRODUCT WITHDRAWAL COVERAGE

A. Coverage:

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

B. Basis of Premium:

Per \$1,000 of sales.

C. Deductible:

Minimum \$1,000 deductible per recall.

D. Basic Limits:

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

E. Minimum Premium:

The minimum premium for this coverage is \$500.

SECTION III – MISCELLANEOUS RULES (continued)

Rule 44. PRODUCT WITHDRAWAL COVERAGE (continued)

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.

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.

MASSACHUSETTS

RULE 1. APPLICATION OF THIS SECTION OF THE DIVISION

The experience rating portion of the plan does not apply.

*

RULE 2. ELIGIBILITY

Paragraph F. Eligibility for Schedule Rating is deleted in its entirety and replaced with the following:

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F. Eligibility for Schedule Rating

Any risk that develops a premium of \$501 or greater for the exposures to be rated shall be eligible for the application of the schedule rating modification provisions of this Plan.

SERFF Tracking Number: HRLV-127391976 State: Massachusetts
 First Filing Company: Harleysville Insurance Company, ... State Tracking Number:
 Company Tracking Number: GL ROUND 2
 TOI: 17.1 Other Liability-Occ Only Sub-TOI: 17.1001 Commercial General Liability
 Product Name: GL Round 2
 Project Name/Number: GL/08/30/2011

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: Utilization Form.pdf		

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

	Item Status:	Status Date:
Satisfied - Item: comparisons		
Comments:		
Attachments:		

**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.")

GL ROUND 2

(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

October 6, 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 the ISO 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

813 word(s) added

136 word(s) deleted

4781 word(s) matched

26 block(s) matched

To see where the changes are, scroll down.

SECTION II – COVERAGE RULES (continued)

Rule 36. DESCRIPTION OF ADDITIONAL ENDORSEMENTS (continued)

- **CG-7228**, Lost Key Coverage, extends coverage provided by the Commercial General Liability coverage form to include certain types of property damage liability pertaining to the loss of insured’s customers’ keys that were in the care, custody or control of the insured. ~~The limit of coverage is a choice of either \$2,500 or \$5,000. The premium charge is a flat \$50 for the \$2,500 limit or a flat \$100 for the \$5,000 limit. These flat charges are not subject to adjustment by package modifications or loss cost multipliers.~~

- **CG-7237**, Retail Gasoline Spillage Damage Liability Coverage – Pollution Exclusion Exception, is available as an optional endorsement. Liability coverage sustained by a retail gasoline customer of the Insured, caused by gasoline spillage, may be afforded by attaching form CG-7237. Premium determination is based on the selected sublimit with a corresponding flat charge for each location as follows:

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

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

SECTION II – COVERAGE RULES (continued)

Rule 36. DESCRIPTION OF ADDITIONAL ENDORSEMENTS (continued)

- **CG-7228**, Lost Key Coverage, extends coverage provided by the Commercial General Liability coverage form to include certain types of property damage liability pertaining to the loss of insured’s customers’ keys that were in the care, custody or control of the insured. There are five coverage limits available and the premiums associated with them are:

<u>Limit</u>	<u>Premium Charge</u>
<u>\$2,500</u>	<u>\$50 flat charge</u>
<u>\$5,000</u>	<u>\$100 flat charge</u>
<u>\$10,000</u>	<u>\$200 flat charge</u>
<u>\$25,000</u>	<u>\$300 flat charge</u>
<u>\$50,000</u>	<u>\$400 flat charge</u>

These flat charges cannot be modified by loss cost multipliers or any rating plan including package modification, experience rating, schedule or other rating plan.

- **CG-7237**, Retail Gasoline Spillage Damage Liability Coverage – Pollution Exclusion Exception, is available as an optional endorsement. Liability coverage sustained by a retail gasoline customer of the Insured, caused by gasoline spillage, may be afforded by attaching form CG-7237. Premium determination is based on the selected sublimit with a corresponding flat charge for each location as follows:

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

- **CG-7241**, Exclusion – Snow and Ice Removal, is available as an optional endorsement to apply to Commercial General Liability policies.
- **CG-7244**, General Liability Enhancement Endorsement – Contractors, may be attached for contractor insureds. This endorsement modifies and expands the General Liability coverage form. A flat \$100 premium applies per policy.
- **CG-7248**, Exclusion – Unsolicited Faxes, Telephone Calls and Emails, applies to all Commercial General Liability policies.
- **CG-7249**, Other Insurance Amendment, is available as an optional endorsement to modify CG 20 10, CG 20 33 or CG 20 37.
- **CG-7253**, Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization, is an optional endorsement available for contractors. The premium charge for this endorsement is on a “refer to company” basis.
- **CG-7254**, Additional Insured – Owners, Lessees or Contractors – Automatic Status When Required in Construction Agreement with You, is an optional endorsement available for contractors. The premium charge for this endorsement is on a “refer to company” basis.
- **CG-7255**, Additional Insured – Owners, Lessees or Contractors – Completed Operations, is an optional endorsement available for contractors. The premium charge for this endorsement is on a “refer to company” basis.
- **CG-7256**, Additional Insured – Owners, Lessees or Contractors, is available as an optional endorsement to use with the 7/04 edition of CG 20 10, CG 20 33, or CG 20 37.
- **CG-7257**, Amendment of Insured Contract Definition, is available as an optional endorsement to use with CG 24 26.
- **CG-7258**, Exclusion – Products-Completed Operations Hazard, is available as an optional endorsement to exclude products or completed operations coverage.
- **CG-7259**, Exclusion – Residential Multi-Unit Construction Defect, is available as an optional endorsement to exclude coverage for residential construction defects on contractors policies.
- **CG-7261**, Exclusion – Methyl Tertiary Butyl Ether (MTBE), is an optional endorsement available for those insureds involved in the manufacturing, distributing, retailing and transporting of gasoline and also any one associated with supplying water or providing or installing pipelines or underground storage tanks.
- **CG-7262**, Exclusion – Tobacco Health Hazards, is an optional endorsement available for those wholesale and retail insureds involved with tobacco products.

SECTION II – COVERAGE RULES (continued)

Rule 36. DESCRIPTION OF ADDITIONAL ENDORSEMENTS (continued)

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

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

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

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

Limits of Liability	Rate per \$1,000 of Sales
\$500,000 Each Loss/\$500,000 Aggregate	.10
\$1,000,000 Each Loss/\$1,000,000 Aggregate	.20

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

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

There are four available limits:

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

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

- **CG-7282**, Equipment Dealers General Liability Enhancements, is an optional endorsement available to those insureds whose principal operations involve the sale of mobile agricultural and construction equipment and related accessories. The premium charge for this endorsement is 6% of the deviated and/or modified liability premium; subject to a minimum annual premium of \$250. Do not modify this premium charge under any rating plan or other manual rule revision.
- **CG-7292**, Fuel Oil Dealers Pollution Extension Endorsement, is an optional endorsement that amends the Commercial General Liability coverage form and is designed to provide restricted pollution and clean up coverage. The form is available to fuel oil dealers only with classification code 13204. There is no premium charge for the use of this endorsement.
- **CG-7296**, Additional Insured – Owners, Lessees or Contractors – Completed Operations, is available for contractors. The premium charge for this endorsement is a \$400 flat charge per location.
- **CG-7297**, Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization, is available for contractors. The premium charge for this endorsement is a \$400 flat charge per location.

SECTION II – COVERAGE RULES (continued)

Rule 36. DESCRIPTION OF ADDITIONAL ENDORSEMENTS (continued)

- **CG-7263**, Additional Insured – Owners, Lessees or Contractors – Completed Operations – Automatic Status When Required in Construction Agreement With You, is an optional endorsement available for contractors. The premium charge for this endorsement is on a “refer to company” basis.
- * • **CG-7264**, Printers Errors and Omissions Liability, is available to provide printers with errors and omissions coverage for damages as a result of an error, omission, or negligent act committed in the course of providing printing services. The endorsement modifies the Commercial General Liability coverage part. Within the endorsement Cost of Correction coverage is available as an optional additional coverage. A base deductible of \$500 applies to both Printers E&O coverage and the Cost of Correction coverage. An optional choice of a \$1,000 deductible is available.

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

- | | |
|----------------------------|--|
| – Lottery Tickets | = Risks involved primarily in pre-press services |
| – <u>Games of Chance</u> | = <u>Newspapers</u> |
| = <u>Phone Directories</u> | = <u>Magazines and periodicals</u> |
| = <u>Publishing</u> | – Graphic Design |

Rating is based on \$1,000 of sales derived from the insured’s printing operations and follows this formula:

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

Maximum Available Limits: \$2,000,000 occurrence/\$4,000,000 aggregate

Increased Limits are rated using ISO IIF Table 2

Deductible: A base deductible of \$500 applies. An optional deductible of \$1,000 is available. If the \$1,000 deductible is applied, a deductible factor of 0.92 applies to the rate.

Basic Limit rate: Printers E&O with cost of correction coverage is 0.32.

Printers E&O without cost of correction coverage is 0.11.

The appropriate basic limit rate is multiplied by the appropriate IIF factor, modified by the optional deductible factor, and then multiplied by the amount of sales (per thousand). The annual premium is subject to a minimum premium of \$500 and cannot be modified by any rating plan, rate modification, or package discount.

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

There are four available limits:

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

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

- **CG-7282**, Equipment Dealers General Liability Enhancements, is an optional endorsement available to those insureds whose principal operations involve the sale of mobile agricultural and construction equipment and related accessories. The premium charge for this endorsement is 6% of the deviated and/or modified liability premium; subject to a minimum annual premium of \$250. Do not modify this premium charge under any rating plan or other manual rule revision.
- **CG-7292**, Fuel Oil Dealers Pollution Extension Endorsement, is an optional endorsement that amends the Commercial General Liability coverage form and is designed to provide restricted pollution and clean up coverage. The form is available to fuel oil dealers only with classification code 13204. There is no premium charge for the use of this endorsement.
- **CG-7296**, Additional Insured – Owners, Lessees or Contractors – Completed Operations, is available for contractors. The premium charge for this endorsement is a \$400 flat charge per location.
- **CG-7297**, Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization, is available for contractors. The premium charge for this endorsement is a \$400 flat charge per location.

SECTION II – COVERAGE RULES (continued)

Rule 36. DESCRIPTION OF ADDITIONAL ENDORSEMENTS (continued)

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

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

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

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

- **CG-7301**, Exclusion – Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program and Limited Coverage for Completed Operations, is available as an optional endorsement and modifies the Commercial General Liability Coverage Form. This endorsement is available to contractor insureds when they are involved in a job where coverage is provided by a separate wrap-up policy but also when completed operations coverage is required to extend beyond the coverage provisions of the wrap-up policy. A flat \$500 premium charge applies to the endorsement. The flat premium charge for this endorsement cannot further be modified by any rating plan including package modification, experience rating, schedule rating or other rating plan.
- **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-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-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)

- **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-7353**, General Liability Enhancement Plus Endorsement is an optional endorsement that modifies the Commercial General Liability Coverage Form and provides various coverage enhancements. The premium charge associated with this endorsement is 3% of the unmodified GL subline 334 and 336 policy premium subject to a minimum premium of \$500 and a maximum premium of \$1,500.
- **CG-7356**, General Liability Enhancement Plus Endorsement-Contractors is an optional endorsement that modifies the Commercial General Liability Coverage form and provides various coverage enhancements for contractors only. The premium charge associated with this endorsement is 3% of the unmodified GL subline 334 and 336 policy premium subject to a minimum premium of \$500 and a maximum premium of \$1,500.

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 II – COVERAGE RULES (continued)

Rule 36. DESCRIPTION OF ADDITIONAL ENDORSEMENTS (continued)

- **CG-7360** Additional Insured – Other Insurance Amendment is an optional endorsement that modifies the Commercial General Liability Coverage Form. It is available to amend all of the ISO additional insured endorsements except CG 20 10, CG 20 33, and CG 20 37, to provide primary and non-contributory coverage. There is no premium associated with this endorsement. *
- **CG-7361** Hotel/Motel Liability Enhancement Endorsement is an optional form that modifies the Commercial General Liability Coverage Form. It provides four additional coverages for a hotel/motel insured. A \$500 flat premium charge applies to this endorsement. The flat premium charge cannot further be modified by any rating plan including package modification, experience rating, schedule rating or other rating plan. *
- **CG-7362** Hospitality Services Errors and Omissions Liability is an optional form that modifies the Commercial General Liability Coverage Form. It provides hotel and motel insureds with errors and omissions coverage for their hospitality services. The rating for this form is as follows: *

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

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

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

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

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

SECTION III – MISCELLANEOUS RULES (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

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.

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.

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 (continued)

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.

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.

Text Comparison

Documents Compared

MA GL Exp & Sch Rating Plan OLD.pdf

MA GL Exp & Sch Rating Plan page.pdf

Summary

73 word(s) added

9 word(s) deleted

To see where the changes are, scroll down.

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

Exceptions to the Commercial
General Liability Experience and
Schedule Rating Plan (~~Loss Cost~~)

MASSACHUSETTS

The ~~Experience Rating provision~~ of this plan does not apply.

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

Exceptions to the Commercial
General Liability Experience and
Schedule Rating Plan

MASSACHUSETTS

RULE 1 APPLICATION OF THIS SECTION OF THE DIVISION

The experience rating portion of the plan does not apply.

*

RULE 2 ELIGIBILITY

Paragraph F. Eligibility for Schedule Rating is deleted in its entirety and replaced with the following:

*

F. Eligibility for Schedule Rating

Any risk that develops a premium of \$501 or greater for the exposures to be rated shall be eligible for the application of the schedule rating modification provisions of this Plan.

Text Comparison

Documents Compared

CG-7249 (Ed. 12-04) Other Insurance Amendment.pdf - Adobe Acrobat Professional

CG-7249 (Ed. 12-10) Other Ins Amendment.pdf

Summary

131 word(s) added

117 word(s) deleted

85 word(s) matched

5 block(s) matched

To see where the changes are, scroll down.

~~This endorsement modifies insurance provided by the following:~~

~~COMMERCIAL GENERAL LIABILITY COVERAGE FORM~~

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

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

~~OTHER INSURANCE AMENDMENT~~

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

~~Even if the requirements of the above paragraph are met, this coverage shall share with other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement. This cost sharing shall be pursuant to Section IV, paragraph 4.c., Method of Sharing in CG 00 01 Commercial General Liability Coverage Form.~~

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

If specifically required by a written contract or agreement, any coverage provided by CG 20 10 Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization; CG 20 33 Additional Insured – Owners, Lessees or Contractors – Automatic Status When Required in Construction Agreement With You; or CG 20 37 Additional Insured – Owners, Lessees or Contractors – Completed Operations 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.

Even if the requirements of the above paragraph are met establishing this coverage as primary and the additional insured’s coverage as being non-contributory, this coverage will be excess over any other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement.

Text Comparison

Documents Compared

CG-7264 _Ed.pdf - Adobe Acrobat Professional

CG-7264 (Ed. 2-10) Printers Errors and Omissions Liab.pdf

Summary

326 word(s) added

80 word(s) deleted

1768 word(s) matched

26 block(s) matched

To see where the changes are, scroll down.

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRINTERS ERRORS AND OMISSIONS LIABILITY

SCHEDULE

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

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

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

COVERAGE – PRINTERS ERRORS AND OMISSIONS LIABILITY

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as “damages” because of any claim made against an insured which is based upon any error, omission, or negligent act committed by ~~an insured~~ during the policy period and within the “coverage territory” in the course of providing “printing services”.
- b. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages to which this insurance does not apply. We may, at our discretion, investigate any claim and settle any claim or “suit” that may result. But:
 - (1) The amount we will pay for “damages” is limited as described in Section III – Limits of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in payment of judgments or settlement.

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

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

This insurance does not apply to any claim:

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

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

CG-7264
(Ed. 2-10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRINTERS ERRORS AND OMISSIONS LIABILITY

SCHEDULE

Limits of Liability:	\$ _____	Each Loss
	\$ _____	Aggregate
<u>Optional Coverage</u>	<u>Correction of Work Coverage</u>	<input type="checkbox"/> <u>Yes</u> <input type="checkbox"/> <u>No</u>
<u>Deductible</u>	\$ _____	Each Loss

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

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

COVERAGE – PRINTERS ERRORS AND OMISSIONS LIABILITY

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as “damages” because of any claim made against an insured which is based upon any error, omission, or negligent act committed by an insured or on behalf of an insured or on behalf of an insured during the policy period and within the “coverage territory” in the course of providing “printing services”.
- b. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages to which this insurance does not apply. We may, at our discretion, investigate any claim and settle any claim or “suit” that may result. But:
 - (1) The amount we will pay for “damages” is limited as described in Section III – Limits of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in payment of judgments or settlement.

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

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

This insurance does not apply to any claim:

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

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

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

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

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

SECTION III – LIMITS OF INSURANCE

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

- j. Resulting or arising out of any default by or on behalf of the insured with respect to the performance of any contract or agreement. However, this does not apply if such default is the result of errors, omissions, or negligent acts committed in the course of providing "printing services".
- k. Seeking non-pecuniary relief including but not limited to injunctive or other equitable relief.
- l. Resulting or arising out of "bodily injury", "property damage" or "personal and advertising injury".
- m. For civil penalties, fines or assessments, punitive damages, multiplied damages, or exemplary damages.
- n. Resulting or arising out of an insured's willful violation of any federal, state, or local statute, regulation, rule, ordinance or code.
- o. Resulting or arising out of the printing of entry forms, tickets, or similar items for lotteries or other games of chance.

C. Optional Coverage – Correction of Work

If the Schedule of this endorsement shows that **Optional Coverage – Correction of Work** has been chosen, the following additional provisions apply:

1. Exclusion **B.e.** does not apply.

2. However, we will not pay for:

a. Your expected profit for "printing services" performed to correct errors;

b. Any costs or expenses incurred solely to retain customer faith or approval for "printing services" performed for that customer; or

c. Any expenses that represent an enhancement or improvement of your "printing services" as originally provided.

This Coverage, if applicable, is included within and is not in addition to the Limits of Insurance for Printers Errors and Omissions Liability set forth in Section III – Limits of Insurance below.

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

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

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

SECTION III – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay for the sum of all Printers Error and Omission "damages" plus any payment we make under Optional Coverage – Correction of Work regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought;
 - c. Persons or organizations making claims or bringing "suits"; or
 - d. Errors, omissions, or negligent acts.
- 2. The Aggregate Limit is the most we will pay for all "damages", including payments we make under Optional Coverage – Correction of Work, because of errors, omissions, or negligent acts committed by an insured during the policy period in the course of providing or arising out of "printing services".
- 3. Subject to the Aggregate Limit, the Each Loss limit is the most we will pay for all "damages" including payments we make under Optional Coverage – Correction of Work, sustained because of any one loss.
- 4. For the purpose of determining the limits for the insurance and applicable deductible provided by this endorsement, any error, omission, or negligent act together with all related errors, omissions or negligent acts in the providing of "printing services" will be considered one loss. Any loss based upon a series of related errors, omissions and negligent acts by one or more insureds in the course of providing or arising out of "printing services" will be deemed to have arisen when the first error, omission or negligent act of that series occurred.
- 5. Deductible
 - a. Our obligation to pay "damages" on behalf of the insured applies only to the amount of "damages" in excess of the deductible amount stated in the Schedule as applicable to Each Loss. The limits of insurance shall not be reduced by the amount of this deductible.
 - b. The deductible amount stated in the Schedule applies to all "damages" sustained by any one error, omission, or negligent act.

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

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

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

SECTION IV – CONDITIONS

The following Conditions are amended:

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

- a. You must see to it that we are notified as soon as practicable of an “occurrence”, or loss which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the “occurrence”, or loss took place;
 - (2) The names and addresses of any persons seeking “damages” and witnesses; and
 - (3) The nature and location of any “damage” arising out of the “occurrence”, or loss.
- b. If a claim is made or “suit” is brought against any insured; you must:
 - (1) Immediately record the specifics of the claim or “suit” and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or “suit” as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or “suit”;
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the “suit”; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of the “damages” to which this insurance may also apply.
- d. No insured will, except at that insured’s own cost, voluntarily make a payment, assume any obligation, or incur any expense.

4. Other Insurance

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

a. Primary Insurance

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. Method of Sharing

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

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

- c. The terms of this insurance, including those with respect to:
 - (1) Our right and duty to defend any “suits” seeking those damages; and
 - (2) Your duties, and the duties of any other involved insured, in the event of any error, omission or negligent act apply irrespective of the application of the deductible amount.
- d. We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

The Limits of Insurance of this Printers Errors and Omissions 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 Limits of Insurance. However, if required by applicable law, the aggregate limit will be increased in the same proportion as the period of extension is to the 12 month policy period.

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

SECTION IV – CONDITIONS

The following Conditions are amended:

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

- a. You must see to it that we are notified as soon as practicable of an “occurrence”, or loss which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the “occurrence”, or loss took place;
 - (2) The names and addresses of any persons seeking “damages” and witnesses; and
 - (3) The nature and location of any “damage” arising out of the “occurrence”, or loss.
- b. If a claim is made or “suit” is brought against any insured; you must:
 - (1) Immediately record the specifics of the claim or “suit” and the date received; and
 - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or “suit” as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or “suit”;
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the “suit”; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of the “damages” to which this insurance may also apply.
- d. No insured will, except at that insured’s own cost, voluntarily make a payment, assume any obligation, or incur any expense.

4. Other Insurance

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

a. Primary Insurance

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method of Sharing

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

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

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

SECTION V - DEFINITIONS

The following definitions are added:

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

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

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

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

SECTION V – DEFINITIONS

The following definitions are added:

“Printing Services” activities involved in “your work” to produce or reproduce a product in printed form or in electronic document format intended to be capable of being printed. It includes activities and mechanical processes commonly employed by the printing industry but does not include any “publishing function”.

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

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