

SERFF Tracking Number: CNAB-126498887 State: New York
First Filing Company: Continental Insurance Company, ... State Tracking Number: R2010000531
Company Tracking Number: 09-F3125(A)
TOI: 17.1 Other Liability-Occ Only Sub-TOI: 17.1001 Commercial General Liability
Product Name: General Liability
Project Name/Number: Contractors' General Liability Extension Endt /09-F3125(A)

Filing at a Glance

Companies: Continental Insurance Company, American Casualty Company of Reading PA, National Fire Insurance Company of Hartford, Transportation Insurance Company, Valley Forge Insurance Company, Continental Casualty Company

Product Name: General Liability SERFF Tr Num: CNAB-126498887 State: New York
TOI: 17.1 Other Liability-Occ Only SERFF Status: Closed-Approved State Tr Num: R2010000531
Sub-TOI: 17.1001 Commercial General Liability Co Tr Num: 09-F3125(A) State Status: Closed
Filing Type: Form Reviewer(s): Rajendra Sunder
Author: Roberta Cooper Disposition Date: 03/01/2010
Date Submitted: 02/12/2010 Disposition Status: Approved
Effective Date Requested (New): 04/01/2010 Effective Date (New): 04/01/2010
Effective Date Requested (Renewal): 04/01/2010 Effective Date (Renewal): 04/01/2010

General Information

Project Name: Contractors' General Liability Extension Endt Status of Filing in Domicile:
Project Number: 09-F3125(A) Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 03/01/2010
State Status Changed: 03/01/2010 Deemer Date:
Created By: Roberta Cooper Submitted By: Roberta Cooper
Corresponding Filing Tracking Number:
Filing Description:
We are submitting our form G-18652-I31 for approval.
We submit the captioned revised endorsement for use with the ISO
Commercial General Liability Coverage Part, CG 00 01.

The revision consists of broadening and clarification of coverage.
In addition, some editorial changes have been made. Upon approval,
this new form will replace the previously approved "E" version filed
under ID#01-F3162 (New York Tracking # R2002004946).

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Please note: This filing was recently submitted under SERFF Tracking # CNAB-126321309 but closed due to lack of response. We are also including correspondence from the previous filing that addresses all of the objections sent previously.

Company and Contact

Filing Contact Information

Roberta F. Cooper, State Filing Consultant roberta.cooper@cna.com
 333 S. Wabash 312-822-4292 [Phone]
 Chicago, IL 60685 312-755-2394 [FAX]

Filing Company Information

Continental Insurance Company	CoCode: 35289	State of Domicile: Pennsylvania
333 South Wabash	Group Code: 218	Company Type: Property and Casualty
37th Floor	Group Name: CNA Insurance Companies	State ID Number:
Chicago, IL 60604	FEIN Number: 13-5010440	
(312) 822-4292 ext. [Phone]		

American Casualty Company of Reading PA	CoCode: 20427	State of Domicile: Pennsylvania
333 South Wabash	Group Code: 218	Company Type: Property and Casualty
37th Floor	Group Name: CNA Insurance Companies	State ID Number:
Chicago, IL 60604	FEIN Number: 23-0342560	
(312) 822-4292 ext. [Phone]		

National Fire Insurance Company of Hartford	CoCode: 20478	State of Domicile: Illinois
333 South Wabash	Group Code: 218	Company Type: Property and Casualty
37th Floor	Group Name: CNA Insurance Companies	State ID Number:
Chicago, IL 60604	FEIN Number: 06-0464510	
(312) 822-4292 ext. [Phone]		

Transportation Insurance Company	CoCode: 20494	State of Domicile: Illinois
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333 South Wabash Group Code: 218 Company Type: Property and Casualty

37th Floor Group Name: CNA Insurance State ID Number:
 Companies

Chicago, IL 60604 FEIN Number: 36-1877247

(312) 822-4292 ext. [Phone]

Valley Forge Insurance Company CoCode: 20508 State of Domicile: Pennsylvania
 333 South Wabash Group Code: 218 Company Type: Property and Casualty

37th Floor Group Name: CNA Insurance State ID Number:
 Companies

Chicago, IL 60604 FEIN Number: 23-1620527

(312) 822-4292 ext. [Phone]

Continental Casualty Company CoCode: 20443 State of Domicile: Illinois
 333 South Wabash Group Code: 218 Company Type: Property and Casualty

Chicago , IL 60604 Group Name: CNA Insurance State ID Number:
 Companies

(312) 822-4292 ext. [Phone] FEIN Number: 36-2114545

Filing Fees

Fee Required? No

Retaliatory? No

Fee Explanation:

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Continental Insurance Company	\$0.00		
American Casualty Company of Reading PA	\$0.00		
National Fire Insurance Company of Hartford	\$0.00		
Transportation Insurance Company	\$0.00		
Valley Forge Insurance Company	\$0.00		

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Continental Casualty Company \$0.00

State Specific

Speed-To-Market Field: enter code "98" for Speed-To-Market filings. Enter "0" for N/A.: 0

Terrorism Exclusion Field: enter code "46-01" for filings which includes forms, rates or rules for the Terrorism Exclusion.
Enter "0" for N/A.: 0

Mold (Fungi, Bacteria, Virus) Exclusion Field: enter code "46-02" for filings which includes forms, rates or rules for the
Mold Exclusion. Enter "0" for N/A.: 0

On the Rate/Rule Schedule Tab, the "Add Rate Data" button must be changed to "yes" for all rating rules and rate filings
in order for the appropriate fields to be completed. Please enter "Yes" for filings with the rate data fields completed and
"No" for all other filings.: NO

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Rajendra Sunder	02/24/2010	03/01/2010

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Rajendra Sunder	02/23/2010	02/23/2010	Roberta Cooper	02/23/2010	02/23/2010

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Disposition

Disposition Date: 03/01/2010

Effective Date (New): 04/01/2010

Effective Date (Renewal): 04/01/2010

Status: Approved

Comment: This refers to your submission of February 12, 2010 submitting the captioned filing for our review. Reference is also made to your response of February 23, 2010 providing additional information.

The form is approved in accordance with Section 2307(b) of the New York Insurance Law, effective April 1, 2010 as requested.

This approval is limited to the form and does not extend to the rating rules and schedules of rates. Such information should be submitted in accordance with the instructions contained in Department Circular Letter No. 5 (2009), available at <http://www.ins.state.ny.us/filer.htm>.

Very truly yours,

James J. Wrynn
Superintendent of Insurance

By:

Raj Sunder
Insurance Examiner
Property Bureau
(212) 480-5477
rsunder@ins.state.ny.us

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

SERFF Tracking Number: CNAB-126498887 State: New York
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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	Commercial Liability Insurance Review Standards Checklist		Yes
Supporting Document	Explanatory Memorandum		Yes
Supporting Document	Commercial Liability Insurance Form Filing Compliance Questionnaire		Yes
Supporting Document	Worldwide Coverage provisions or Endorsements		Yes
Supporting Document	Side-By-Side Comparisons		Yes
Supporting Document	Sexual harassment coverage requirements		Yes
Supporting Document	Lead paint exclusion for personal lines		Yes
Supporting Document	Commercial Lines Cancellation & Nonrenewal Form Filing Compliance Questionnaire (NYIL 3426)		Yes
Supporting Document	Prior Acts Coverage with an Occurrence Policy		Yes
Supporting Document	Additional Correspondence for CNAB-126321309		Yes
Supporting Document	Response for objection to previous filing		Yes
Supporting Document	Response to objection dated 2/23/10		Yes
Form	Contractors' General Liability Extension Endorsement -New York		Yes

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Objection Letter

Objection Letter Status Pending
Objection Letter Date 02/23/2010
Submitted Date 02/23/2010
Respond By Date

Dear Roberta F. Cooper,

This refers to your submission of February 12, 2010 submitting the captioned filing for our review. We have the following comments:

Form G-18652-131 - Please provide the following in regard to Wrap-Up extension (item 20):

1. The form (whether this form or another form) used to provide the completed operations coverage.
2. With respect to the completed operations coverage, the length of the options available.
3. The amount of the charge for each option provided with respect to the completed operations coverage.

We await your prompt reply. In the meantime, the captioned filing is not approved in New York. Please be advised that pursuant to the Second Supplement to Circular Letter No. 11, dated December, 1999, a substantive reply must be provided by the company within 30 days of the date of this letter. If such response is not received, the file will be considered withdrawn and closed accordingly without further communication. Should the company wish this Department to again review the subject matter of this filing, a new submission, that references the above State Tracking Number and at a minimum includes a memorandum which addresses the outstanding issues included in this correspondence, must be made in accordance with the provisions of the Circular Letter.

Very truly yours,

Raj Sunder
Insurance Examiner
Property Bureau
(212) 480-5477
rsunder@ins.state.ny.us

Sincerely,

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Rajendra Sunder

Response Letter

Response Letter Status Submitted to State
Response Letter Date 02/23/2010
Submitted Date 02/23/2010

Dear Rajendra Sunder,

Comments:

Our response is attached.

Response 1

Comments: Please review the attached response

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Response to objection dated 2/23/10

Comment: Dear Mr. Sunder,

Thank-you for your correspondence. There seems to be some misunderstanding of the coverage afforded under Provision 20. of our endorsement. We understand that extended completed operations coverage is often provided under Wrap-up or other owner or contractor controlled insurance programs. However, that is not the intent of coverage under our endorsement (G-18652-131) . Provision 20. exempts the application of the Wrap-Up Exclusion in certain circumstances to provide coverage for our insured excess over coverage available under any applicable Wrap-up or other owner or contractor controlled insurance program. Coverage is afforded to our Named Insured only, not the entirety of those insured under any applicable wrap-up program. It does not provide any extended completed operations- i.e. the injury or damage must occur during the policy period in order to trigger coverage.

Therefore, with respect to your specific questions

1. The form (whether this form or another form) used to provide the completed operations coverage.

We use a commercial general liability coverage part to afford products/completed operations coverage. However, as stated, we do not provide any extended products/completed operations coverage under this form- that is not its purpose

2. With respect to the completed operations coverage, the length of the options available.

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There are no such options. There is no coverage provided beyond policy expiration date under this endorsement. Again, we are not insuring owner/contractor controlled insurance programs (wrap-up) under this endorsement- just contractors that may be involved in such a program.

3. The amount of the charge for each option provided with respect to the completed operations coverage.

This is not applicable because no coverage is provide beyond the policy expiration date under our endorsement.

We trust that this resolves this matter to satisfaction. We respectfully request approval of revised endorsement and will provide any additional information to aid in this process

Best Regards.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Thank you-- should you desire further information please advise.

Sincerely,
Roberta Cooper

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Form Schedule

Schedule Item Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
	Contractors' General Liability Extension Endorsement - New York	G-18652-131	07/09	Endorsement/Amendment/Conditions Replaced	Replaced Form #: Previous Filing #: 01-F3162		G-18652-131 Contractors General Liability Extension Endorsement - NY.pdf



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CONTRACTORS' GENERAL LIABILITY EXTENSION ENDORSEMENT –
NEW YORK**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

SCHEDULE

Coverages are summarized below. For particulars and limitations affecting each coverage, please refer to the corresponding policy provisions in the body of this endorsement.

- | | |
|---|--|
| 1. Miscellaneous Additional Insureds
7 additional insured extensions. | 13. Liberalization Clause |
| 2. Employees As Insureds – Health Care Services | 14. Unintentional Failure To Disclose Hazards |
| 3. Joint Ventures/Partnership/Limited Liability Companies
Coverage for your interest in such terminated or ended organizations. | 15. Notice of Occurrence |
| 4. Expanded Personal And Advertising Injury | 16. Broad Knowledge of Occurrence |
| 5. Medical Payments
Limits increased to \$15,000.
Reporting increased to three years from the date of accident. | 17. Aggregate Limits Per Project |
| 6. Legal Liability And Borrowed Equipment
Extended perils.
Limit increased to \$200,000 for Damage to Premises Rented To You | 18. Bodily Injury – Extension of Coverage |
| 7. Non-owned Watercraft
Increased to 55 feet. | 19. Expected Or Intended Injury
Reasonable force – bodily injury or property damage. |
| 8. Non-owned Aircraft Coverage | 20. Wrap-Up Extension |
| 9. Contractual Liability For Personal And Advertising Injury | 21. Contractual Liability – Railroads
Expanded definition of “insured contract”. |
| 10. Supplementary Payments
Cost of bail bonds increased to \$2,500.
Daily loss of earnings increased to \$1,000. | 22. Blanket Waiver of Subrogation
Waiver of subrogation where required by written contract or written agreement. |
| 11. Liquor Liability Coverage Extension | 23. In Rem Actions |
| 12. Newly Formed Or Acquired Organizations
Coverage extended to the end of the policy period. | |

1. MISCELLANEOUS ADDITIONAL INSUREDS

Section II Who Is An Insured is amended to include as an insured any person or organization (called additional insured) described in Paragraphs **2.a.** through **2.g.** below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However, the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury", but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. State or Governmental Agency or Subdivision or Political Subdivisions

A state or governmental agency or subdivision or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

b. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

c. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

d. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

e. Owners/Other Interests – Land is Leased

An owner or other interest from whom land has been leased by you but only

with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

f. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

g. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under Paragraphs **a.** through **g.** above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

As respects the coverage provided under this provision, Paragraph **4.b.(1)** of **Section IV** –

Commercial General Liability Conditions is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

- (1) This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract or written agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

2. EMPLOYEES AS INSURED – HEALTH CARE SERVICES

Paragraph **2.a.(1)(d)** of **Section II – Who Is An Insured** is deleted.

3. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANY COVERAGE

A. The following is added to **Section II – Who Is An Insured:**

4. You are an insured when you had an interest in a joint venture, partnership or limited liability company which terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

a. Prior to the termination date of any joint venture, partnership or limited liability company; or

b. If there is other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

c. To a joint venture, partnership or limited liability company which is or was insured under a "consolidated (wrap-up) insurance program".

"Consolidated (wrap-up) insurance program" means a construction, erection or

demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, otherwise referred to as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

- B. The last paragraph of **Section II – Who Is An Insured** is deleted and replaced by the following:

Except as provided in Paragraph 4. above, no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

4. EXPANDED PERSONAL AND ADVERTISING INJURY

- A. The following is added to **Section V – Definitions**, the definition of "Personal and advertising injury":

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

- (1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "executive officer", director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

- (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

- B. Exclusions of **Section I – Coverage B – Personal and Advertising Injury Liability** is amended to include the following:

Discrimination Relating To Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room,

dwelling or premises by or at the direction of any insured.

Fines Or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

- D. This provision 4. (**EXPANDED PERSONAL AND ADVERTISING INJURY COVERAGE**) does not apply if **Section I – Coverage B – Personal And Advertising Injury Liability** is excluded either by the provisions of the Coverage Part or by endorsement.

5. MEDICAL PAYMENTS

- A. Paragraph 7. **Medical Expense Limit**, of **Section III – Limits of Insurance** is deleted and replaced by the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most we will pay under **Section – I – Coverage C** for all medical expenses because of "bodily injury" sustained by any one person. The Medical Expense Limit is the greater of:

(1) \$15,000; or

(2) The amount shown in the Declarations for Medical Expense Limit.

- B. This provision 5. (Medical Payments) does not apply if **Section I – Coverage C Medical Payments** is excluded either by the provisions of the Coverage Part or by endorsement.

- C. Paragraph 1.a.(3)(b) of **Section I – Coverage C – Medical Payments**, is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

6. LEGAL LIABILITY AND BORROWED EQUIPMENT

- A. Under **Section I – Coverage A – Bodily Injury and Property Damage 2. Exclusions**, Exclusion j. is replaced by the following.

"Property damage" to:

(1) Property you own, rent, or occupy;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (1), (3) and (4) of this exclusion do not apply to:

- (i) "property damage" to tools or equipment loaned to you if the tools or equipment are not being used to perform operations at the time of loss; or
- (ii) "property damage" (other than damage by fire) to premises rented to you or temporarily occupied by you with the permission of the owner, or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

B. Under Section I – Coverage A – Bodily Injury and Property Damage the last paragraph of 2.

Exclusions is deleted and replaced by the following.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance**.

C. Paragraph 6. Damage To Premises Rented To You Limit of Section III – Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most we will pay under **Section – I – Coverage A** for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$200,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

D. Paragraph 4.b.(1)(a)(ii) of Section IV – Commercial General Liability Conditions is deleted and replaced by the following:

- (ii) That is property insurance for premises rented to you or temporarily occupied by you with the permission of the owner; or

E. This provision 6. (LEGAL LIABILITY AND BORROWED EQUIPMENT) does not apply if Damage To Premises Rented To You Liability under **Section I – Coverage A** is excluded either by the provisions of the Coverage Part or by endorsement.

7. NON-OWNED WATERCRAFT

Under **Section I – Coverage A**, Exclusion **2.g.**, subparagraph (2) is deleted and replaced by the following.

- (2) A watercraft you do not own that is:
 - (a) Less than 55 feet long; and

- (b) Not being used to carry persons or property for a charge.

8. NON-OWNED AIRCRAFT

Exclusion 2.g. of **Section I – Coverage A – Bodily Injury and Property Damage**, does not apply to an aircraft you do not own, provided that:

1. The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. It is rented with a trained, paid crew; and
3. It does not transport persons or cargo for a charge.

9. CONTRACTUAL LIABILITY FOR PERSONAL AND ADVERTISING INJURY

Exclusion e. **Contractual Liability** of **Section I – Coverage B** is deleted.

10. SUPPLEMENTARY PAYMENTS

- A. Under **Section I – Supplementary Payments – Coverages A and B**, Paragraph 1.b., the limit of \$250 shown for the cost of bail bonds is replaced by \$2,500:
- B. In Paragraph 1.d., the limit of \$250 shown for daily loss of earnings is replaced by \$1,000.

11. LIQUOR LIABILITY

Exclusion c. of **Section I – Coverage A** is deleted.

12. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Paragraph 3.a. of **Section II – Who Is An Insured** is deleted and replaced by the following:

Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization, whichever is earlier.

13. LIBERALIZATION CLAUSE

If we adopt a change in our forms or rules which would broaden coverage for contractors under this endorsement without an additional premium charge, your policy will automatically provide the additional coverages as of the date the revision is effective in your state.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Based on our reliance on your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

15. NOTICE OF OCCURRENCE

The following is added to Paragraph 2. of **Section IV – Commercial General Liability Conditions – Duties In The Event of Occurrence, Offense, Claim or Suit**:

Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence", offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence", offense claim or "suit".

16. BROAD KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph 2. of **Section IV – Commercial General Liability Conditions – Duties in The Event of Occurrence, Offense, Claim or Suit**:

You must give us or our authorized representative notice of an "occurrence", offense, claim, or "suit" only when the "occurrence", offense, claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or the employee designated by you to give such notice, if you are a corporation; or
- (4) A manager, if you are a limited liability company.

17. AGGREGATE LIMITS PER PROJECT

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I – Coverage A**, and for all medical expenses caused by accidents under **Section I – Coverage C**, which can be attributed only to ongoing operations at a single construction project away from premises owned by or rented to the insured:

1. A separate Single Construction Project General Aggregate Limit applies to each construction project away from premises owned by or rented to the insured, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Single Construction Project General Aggregate Limit 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** 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 Single Construction Project General Aggregate Limit for that construction project away from premises owned by or rented to the insured. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Single Construction Project General Aggregate Limit for any other separate construction project away from premises owned by or rented to the insured.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Single Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I – Coverage A**, and for all medical expenses caused by accidents under **Section I – Coverage C**, which cannot be attributed only to ongoing operations at a single construction project away from premises owned by or rented to the insured:
1. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Single Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Single Construction Project General Aggregate Limit.
- D.** If a single construction project away from premises owned by or rented to the insured has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of **Section III – Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.
- 18. EXPANDED BODILY INJURY**
- Section V – Definitions**, the definition of "bodily injury" is changed to read:
- "Bodily Injury" means bodily injury, sickness, shock, humiliation, disability or disease, mental injury or mental anguish sustained by a person, including death resulting from any of these.
- 19. EXPECTED OR INTENDED INJURY**
- Exclusion **a.** of **Section I – Coverage A – Bodily Injury and Property Damage Liability** 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.
- 20. OWNER CONTROLLED INSURANCE PROGRAM, CONTRACTOR CONTROLLED INSURANCE PROGRAM OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**
- The endorsement **EXCLUSION – CONSTRUCTION WRAP-UP PROGRAM** which is attached to this policy is amended as follows:

- A. If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached to this policy, then it is amended to add the following:

With respect to a “consolidated (wrap-up) insurance program” project in which you are or were involved, this exclusion does not apply to:

1. Your liability for “bodily injury”, “property damage”, or “personal or advertising injury” that occurs during your ongoing operations at the project, or during such operations of anyone acting on your behalf;
2. Your liability for “bodily injury” or “property damage” included within the “products-completed operations hazard” that arises out of those portions of the project that are not “residential structures”.

- B. The following is added to Paragraph **4.b.(1)** of **Section IV-Commercial General Liability Conditions**

This insurance is excess over:

- (c) Any of the other valid and collectible insurance whether primary, excess, contingent or any other basis that is insurance available to you as a result of your being a participant in a “consolidated (wrap-up) insurance program”, but only as respects your involvement in that “consolidated (wrap-up) insurance program”.

- C. The following is added to **Section V – Definitions**:

“Consolidated (wrap-up) insurance program” means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, otherwise referred to as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

“Residential structure” means any structure where 30% or more of the square foot area is used or is intended to be used for human residency including but not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and also includes

their common areas and/or appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). When there is no individual ownership of units, residential structure does not include military housing, college/university housing or dormitories, long term care facilities, hotels, or motels. Residential structure also does not include hospitals or prisons.

21. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of “insured contract” in **Section V – Definitions** is replaced by the following:

“Insured Contract” means:

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

22. BLANKET WAIVER OF SUBGROGATION

The **Transfer Of Rights Of Recovery Against Others To Us** Condition (**Section IV – Commercial General Liability Conditions**) is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

- 1. Your ongoing operations; or
- 2. "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- 1. Is in effect or becomes effective during the term of this policy; and
- 2. Was executed prior to loss.

23. IN REM ACTIONS

Any action *in rem* against any vessel owned, operated by or for, or chartered by or for you will be treated in the same manner as though the action were *in personam* against you.

SERFF Tracking Number: CNAB-126498887 State: New York
 First Filing Company: Continental Insurance Company, ... State Tracking Number: R2010000531
 Company Tracking Number: 09-F3125(A)
 TOI: 17.1 Other Liability-Occ Only Sub-TOI: 17.1001 Commercial General Liability
 Product Name: General Liability
 Project Name/Number: Contractors' General Liability Extension Endt /09-F3125(A)

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Commercial Liability Insurance Review Standards Checklist		
Comments:		
Attachment: 09-F3125 NY Checklist Review Standards.pdf		

	Item Status:	Status Date:
Satisfied - Item: Explanatory Memorandum		
Comments:		
Attachment: 09-F3125 NY Memo.pdf		

	Item Status:	Status Date:
Satisfied - Item: Commercial Liability Insurance Form Filing Compliance Questionnaire		
Comments:		
Attachment: NY09-F3125 Compliance Questionnaire.pdf		

	Item Status:	Status Date:
Satisfied - Item: Worldwide Coverage provisions or Endorsements		
Comments: N/A		

	Item Status:	Status Date:

SERFF Tracking Number: CNAB-126498887 State: New York
 First Filing Company: Continental Insurance Company, ... State Tracking Number: R2010000531
 Company Tracking Number: 09-F3125(A)
 TOI: 17.1 Other Liability-Occ Only Sub-TOI: 17.1001 Commercial General Liability
 Product Name: General Liability
 Project Name/Number: Contractors' General Liability Extension Endt /09-F3125(A)
Satisfied - Item: Side-By-Side Comparisons

Comments:

Attachment:

G-18652-I31 (Redlined Copy).pdf

Item Status: **Status Date:**

Satisfied - Item: Sexual harassment coverage requirements

Comments:

Not applicable

Item Status: **Status Date:**

Satisfied - Item: Lead paint exclusion for personal lines

Comments:

Not applicable

Item Status: **Status Date:**

Satisfied - Item: Commercial Lines Cancellation & Nonrenewal Form Filing Compliance Questionnaire (NYIL 3426)

Comments:

Not applicable

Item Status: **Status Date:**

Satisfied - Item: Prior Acts Coverage with an Occurrence Policy

Comments:

Not applicable

SERFF Tracking Number: CNAB-126498887 State: New York
First Filing Company: Continental Insurance Company, ... State Tracking Number: R2010000531
Company Tracking Number: 09-F3125(A)
TOI: 17.1 Other Liability-Occ Only Sub-TOI: 17.1001 Commercial General Liability
Product Name: General Liability
Project Name/Number: Contractors' General Liability Extension Endt /09-F3125(A)

Item Status:
Status Date:

Satisfied - Item: Additional Correspondence for
CNAB-126321309

Comments:

OBJECTION DATED 1/21/10 sent by Raj Sunder:

The NY Filing number for approved form # G-136107-A is R2000001715.
The NY Filing Number for approved Form # G-18652-E is R2002004946

Item Status:
Status Date:

Satisfied - Item: Response for objection to previous
filing

Comments:

The attached correspondence was sent with our previous filing.

Attachment:

NY09-F3125 Response.pdf

Item Status:
Status Date:

Satisfied - Item: Response to objection dated
2/23/10

Comments:

Dear Mr. Sunder,

Thank-you for your correspondence. There seems to be some misunderstanding of the coverage afforded under Provision 20. of our endorsement. We understand that extended completed operations coverage is often provided under Wrap-up or other owner or contractor controlled insurance programs. However, that is not the intent of coverage under our endorsement (G-18652-131) . Provision 20. exempts the application of the Wrap-Up Exclusion in certain circumstances to provide coverage for our insured excess over coverage available under any applicable Wrap-up or other owner or contractor controlled insurance program. Coverage is afforded to our Named Insured only, not the entirety of those insured under any applicable wrap-up program. It does not provide any extended completed operations- i.e. the injury or damage must occur during the policy period in order to trigger coverage.

SERFF Tracking Number: CNAB-126498887 *State:* New York
First Filing Company: Continental Insurance Company, ... *State Tracking Number:* R2010000531
Company Tracking Number: 09-F3125(A)
TOI: 17.1 Other Liability-Occ Only *Sub-TOI:* 17.1001 Commercial General Liability
Product Name: General Liability
Project Name/Number: Contractors' General Liability Extension Endt /09-F3125(A)

Therefore, with respect to your specific questions

1. The form (whether this form or another form) used to provide the completed operations coverage.

We use a commercial general liability coverage part to afford products/completed operations coverage. However, as stated, we do not provide any extended products/completed operations coverage under this form- that is not its purpose

2. With respect to the completed operations coverage, the length of the options available.

There are no such options. There is no coverage provided beyond policy expiration date under this endorsement. Again, we are not insuring owner/contractor controlled insurance programs (wrap-up) under this endorsement- just contractors that may be involved in such a program.

3. The amount of the charge for each option provided with respect to the completed operations coverage.

This is not applicable because no coverage is provide beyond the policy expiration date under our endorsement.

We trust that this resolves this matter to satisfaction. We respectfully request approval of revised endorsement and will provide any additional information to aid in this process

Best Regards.

NEW YORK INSURANCE DEPARTMENT
REVIEW STANDARDS FOR COMMERCIAL LIABILITY

LINE OF BUSINESS: Other Liability
CODE: 17.0000

LINE(S) OF INSURANCE	CODES
<u>Claims Made</u>	<u>17.1000</u>
<u>Occurrence</u>	<u>17.2000</u>
<u>CGL</u>	<u>17.0001</u>
<u>Completed Operations</u>	<u>17.0002</u>

IF CHECKLIST IS NOT APPLICABLE, PLEASE EXPLAIN:

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
GENERAL REQUIREMENTS FOR ALL FILINGS		The following web site represents the Department's initiative to streamline the procedures for form, rate and rule filings: http://www.ins.state.ny.us/is-file.htm	Form/Page/Para Reference
COVER LETTER AND EXPLANATORY MEMORANDUM	CL 11 (1998)	The filing should include a cover letter, and an explanatory memorandum clearly explaining the intent of the filing, and highlighting any substantive changes (such as changes in ratemaking methodology or major coverages provided). If new form(s), territories, classification(s), or rule(s) are being filed and there are similar ones currently approved for use by a Rate Service Organization (RSO) or another insurer, or has been the subject of a filing previously not approved in New York, reference should be provided to the Department's file number or SERFF tracking number and effective date of the approval, or copies of the approved items should be included, if applicable. If the filing is currently in use in another state, this should be indicated.	
EXCLUSIONS & LIMITATIONS		The following web site contains additional information on exclusions and prohibited coverages: http://www.ins.state.ny.us/issec-v.htm	
Lead	§2307(b)	May only exclude structures built prior to 1980 which have a significant potential lead exposure and have not undergone lead abatement procedures. A premium reduction of between 2% and 10% should be contemplated whenever the exclusion is attached to a policy. Please refer to Item IX of Compliance Questionnaire No. CLL.	
Mold	§2307(b)		
Pollution	§2307(b)	Please refer to Item VIII of Compliance Questionnaire No. CLL.	
Terrorism	CL 25 (2002)	The following web site contains additional information: http://www.ins.state.ny.us/circltr/2002/cl02_25.htm	
Tobacco	§2307(b)	Such exclusion should be limited to the deleterious health effects associated with the use of such products only. Please refer to Item I.O of Compliance Questionnaire No. CLL.	

NEW YORK INSURANCE DEPARTMENT
REVIEW STANDARDS FOR COMMERCIAL LIABILITY

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
FILING SUBMISSION	§2305 & §2307 CL 19 (1992) Supplement No 1 to CL 11 (1998)	Forms, territories, classifications, rating rules, rates and rating plans are subject to prior approval.	
Compliance Questionnaires, Forms and Optional "Speed to Market" Filing Procedures	CL 11 (1998) Supplement No 3 to CL 11 (1998)	Please refer to the following web site for additional information: http://www.ins.state.ny.us/issec-iv.htm	
NO FILE OR FILING EXEMPTIONS	§6301 11NYCRR16(Reg. 86)	Special Risks that are jumbo in dimensions or exotic in nature may be written, free of filing rates or policy forms, in what is sometimes called the "Free Trade Zone". Although filing is not required, rates and policy forms applied to special risks must still satisfy governing standards set forth in the Insurance Law and regulations. This filing exemption is limited to those Special Risks defined as either Class 1 or Class 2 risks in Department Regulation 86.	
PROHIBITED COVERAGES		While the Department does not have an exhaustive list, some examples of prohibited coverages include punitive damages and corporal punishment. Please refer to the following web site for additional information: http://www.ins.state.ny.us/issec-v.htm	
Assault and Battery	§2307(b)	Coverage for Assault and Battery is prohibited except for defense of person or property. Please refer to Item I.A.1.c of Compliance Questionnaire No. CLL.	
Discrimination	CL 6 (1994)	Coverage for discrimination may only be provided on vicarious basis or for disparate impact.	
Indemnification Policy	§3420	Is not permitted. Liability coverage must be provided on a pay on behalf basis. Please refer to Item I.B.1 of Compliance Questionnaire No. CLL.	
Intentional Acts	§2307(b)	May only be provided on vicarious basis or for disparate impact. Please refer to Item I.A.1.b of Compliance Questionnaire No. CLL.	
Punitive or Exemplary Damages	CL 6 (1994)	Coverage for Punitive or Exemplary Damages is not permitted. Please refer to Item I.A.1.a of Compliance Questionnaire No. CLL.	
Sexual Harassment Coverage	§2307(b)	Coverage should not be provided to any person who allegedly or actually: i) participates in, ii) directs; or iii) knowingly allows any act of sexual misconduct.	
SIDE BY SIDE COMPARISON	CL 11 (1998)	If the filing is a revision to existing form(s), territories, classification(s) or rule(s); Except for simple, non-substantive changes, a side-by-side comparison of the form(s) or rule(s) being proposed and those currently in use in New York, with all changes clearly marked and explained in the company's cover letter or memorandum must be included. Revisions to classifications and territories should include a comparison between those currently on file (in New York) and those proposed, including relevant statistical data (experience) and any rate or rate relativity effect. There should be a reference to the Department's previous file number and/or a copy of the approval letter in which the current form(s), territories, classification(s) or rule(s) were approved/acknowledged.	

NEW YORK INSURANCE DEPARTMENT
REVIEW STANDARDS FOR COMMERCIAL LIABILITY

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
FORMS: POLICY PROVISIONS	§1113 , §2307 , §3105 , §3106 , & §3420 11 NYCRR 86 (Reg. 95) 11NYCRR 71 (Reg. 107) 11 NYCRR 72 (Reg. 110) 11 NYCRR 73 (Reg. 121)	The following Compliance Questionnaire contains detailed information for making a commercial liability filing including required policy provisions, exclusions, prohibited coverages, and standard language: Commercial Liability Insurance Form Filing Compliance Questionnaire cll.doc (Word Format) cll.pdf (PDF Format)	Form/Page/Para Reference
APPLICATIONS			
Filing exemption	§2307(b)	Applications which do not become part of the policy are exempt from filing requirements. Please refer to Item I.N.1 of Compliance Questionnaire No. CLL.	
Fraud Warning Statement	§403(d) 11NYCRR86.4(Reg. 95)	All applications must contain the prescribed fraud warning statement, which must be incorporated immediately above the applicant's signature. Please refer to Item I.N.2 of Compliance Questionnaire No. CLL.	
Claims-Made Disclosure Notice	11NYCRR 73.7(a) (Reg. 121)	If a policy is a claims-made policy, the application must comply with the disclosure requirements listed in Item II.a of Compliance Questionnaire No. CLMADE.	
Defense-within-limit Disclosure	11NYCRR 71.5(a) (Reg. 107)	If a policy is a defense within limits policy, the application must comply with the disclosure requirements listed in Item I.C of Compliance Questionnaire No. DWL. Note, however, most commercial general liability insurance policies may not be written of a defense within limits basis.	
BANKRUPTCY PROVISIONS			
Insolvency or bankruptcy clause	§3420(a)(1)	A policy must contain a statement indicating that the insolvency or bankruptcy of the insured or the insured's estate does not relieve the obligations of the insurer. Please refer to Item I.B.2 of Compliance Questionnaire No. CLL.	
BLANK ENDORSEMENTS		Not permitted since a blank endorsement may change policy provisions without the proper approval by this Department. An exception may be made for a blank form if its usage is apparent based on the title/language of the form itself (such as a change in address form). Forms containing check boxes with a space for language to be added are considered blank endorsements and are subject to these rules. Please refer to Item I.L of Compliance Questionnaire No. CLL.	
CANCELLATION & NON-RENEWAL	§3426 CL 14 (1986) CL 11 (1989) Supplement No 1 to CL 11 (1989)	The Cancellation & Nonrenewal provisions apply to all commercial risk policies including policies issued or issued for delivery in New York covering risks with multi-state locations where the insured is principally headquartered in New York or the policy provides that New York Law will govern. Please refer to Compliance Questionnaire No. CLCNR for detailed cancellation and nonrenewal requirements: Commercial Lines Cancellation and Nonrenewal Form Filing Compliance Questionnaire clcnr.doc (Word Format) clcnr.pdf (PDF Format)	

NEW YORK INSURANCE DEPARTMENT
REVIEW STANDARDS FOR COMMERCIAL LIABILITY

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
Notice of Cancellation	§3426(b), (c), (h)(2), (g) & (l)	The cancellation provisions must comply with the statutory requirements for the content of the notice (including loss information), proof of notice, special provisions, and time frame for giving notice. Any notice which fails to include a provision required by Section 3426 shall not be an effective notice of cancellation. Notice must be mailed/delivered to the first name insured and to the insured's authorized agent or broker. Please refer to Item I.A of Compliance Questionnaire No. CLCNR.	
Notice of Non Renewal	§3426(e), (g), (h)(2) & (l)	The nonrenewal provisions must comply with the statutory requirements for the content of the notice (including loss information), proof of notice, special provisions, and time frame for giving notice. Any notice which fails to include a provision required by Section 3426 shall not be an effective notice of nonrenewal. Notice must be mailed/delivered to the first name insured and to the insured's authorized agent or broker. Please refer to Item I.B of Compliance Questionnaire No. CLCNR.	
Required Policy Period	§3426(a)(2) & (d)(2)	A required policy period means a period of one year from the date as of which a covered policy is renewed or first issued. A policy issued for less than one year must be in compliance with statutory reasons outlined in §3426(d)(2). Please refer to Item II of Compliance Questionnaire No. CLCNR.	
Permissible Reasons for Cancellation	§3426(b), (c) & (h)	A policy may be cancelled for any valid underwriting reason during the first 60 days a policy is in force. After the first 60 days, reasons for cancellation are limited to statutory references. Please refer to Item I.A. 2 of Compliance Questionnaire No. CLCNR.	
Permissible Reasons for Non Renewal	§3426(e) & (h)	A valid underwriting reason must be specifically listed in notice. Please refer to Compliance Questionnaire No. CLCNR.	
Conditional Renewal	§3426(e)(1)(B)	A conditional renewal notice is required for any change in the policy less favorable to the policyholder. Such notice must contain the specific reason or reasons for conditional renewal and must comply with the statutory requirements for the content of the notice (including loss information), proof of notice, special provisions, and time frame for giving notice. Please refer to Item I.B.2 and I.B.3 of Compliance Questionnaire No. CLCNR.	
Policy Extension	§3426(e)(6)	Aggregate Limit for expiring policy is increased in proportion to any policy extension as a result of late notice. Please refer to Item II. 2 of Compliance Questionnaire No. CLCNR.	
Suspension	§3426(m)	A suspension of coverage shall not be considered a cancellation of coverage	
CLAIMS MADE	§2307(b) 11NYCRR73 (Reg. 121)	The following Claims-Made Policies Form Filing Compliance Questionnaire contains detailed information for making a Claims Made filing: Claims Made Policies Form Filing Compliance Questionnaire clmade.doc (Word Format) clmade.pdf (PDF Format)	
Commercial General Liability policies issued on claims-made basis	11NYCRR73.2(c), (d), (e) and (f) (Reg. 121)	Commercial General Liability policies cannot be written on a claims-made basis except otherwise permitted by Regulation 121.	

NEW YORK INSURANCE DEPARTMENT
REVIEW STANDARDS FOR COMMERCIAL LIABILITY

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
DEFENSE			
Duty to Defend		The insurer has the duty to defend all claims to which the policy applies. A defense must be provided even if allegations are groundless, false or fraudulent. A complete defense must be provided for a claim, which involves both covered and uncovered allegations, and no allocation of defense costs is permitted. Additionally, provision must be made for the orderly transfer of defense duties when the limit of liability is used up in the payment of judgments or settlements. Please refer to Item I.C of Compliance Questionnaire No. CLL.	
Defense-Within-Limits	11NYCRR 71 (Reg. 107)	Please refer to the following Compliance Questionnaire for the minimum provisions, disclosure requirements, and limitations of coverage: Defense-Within-Limits Form Filing Compliance Questionnaire dwl.doc (Word Format) dwl.pdf (PDF Format)	
Legal Services Insurance	§1113(a)(29) & §1116 11NYCRR262 (Reg. 162)	Legal Services Insurance means insurance providing legal services or reimbursement of the cost of legal services. (Please note that pursuant to Section 262.10(d) of Department Regulation 161, when legal services insurance is written as part of a liability policy, it shall be written on a "pay on behalf" basis, except for a policy of directors and officers insurance, which may be written on an "indemnification" basis.) Please refer to the Compliance Questionnaire LEGAL for additional requirements: Legal Services Insurance Form Filing Compliance Questionnaire legal.doc (Word Format) legal.pdf (PDF Format)	
DEFINITIONS			
Bodily Injury		If the policy covers Bodily Injury, and that definition does not include mental anguish that results from a wrongful act, some form of rate relief must be given. Please refer to Item I.E of Compliance Questionnaire No. CLL.	
Loading & Unloading	§2307(b)	The term "Loading & Unloading" must remain undefined. Please refer to Item I.J of Compliance Questionnaire No. CLL.	
Personal Injury	§1113(a)(13)	If the policy provides coverage for Personal Injury, such policy must include the provisions of §1113(a)(13). Please refer to Item I.d of Compliance Questionnaire No. CLL.	
EXCESS COVERAGE		1) If the self-insured retention is \$10,000 or greater, the consent of the insured to settle a claim is required for claims falling within the self-insured retention; 2) the insured should have the right to select counsel for claims within the self-insured retention; 3) the company cannot require an insured to contract with a particular claims adjustment service; 4) For the above items, endorsements must be attached to the policy indicating the policyholder understands and consents to the requirements.	
FORMS MISCELLANEOUS			
Numbered Forms	§2307(b)	All policy forms and endorsements filed with the Department must include an identification number. Please refer to Item I.M of Compliance Questionnaire No. CLL.	
Unlicensed Companies	§2307(b)	All policy forms and endorsements filed with the Department may only include the names of insurers licensed in the State of New York. Please refer to Item I.K of Compliance Questionnaire No. CLL.	

NEW YORK INSURANCE DEPARTMENT
REVIEW STANDARDS FOR COMMERCIAL LIABILITY

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
FICTITIOUS GROUPS	§3435 11NYCRR301 (Reg. 134) 11NYCRR153 (Reg. 135)	The provisions of §3435 and Regulations 134 and 135 do not permit fictitious groups. The issuance of group property & casualty insurance is limited to either not-for-profit or municipality insureds, or purchasing groups formed under the Federal Liability Risk Retention Act of 1986 or quasi-group policies through a mass merchandising, safety group or similar program, in connection with State law or a Federal purchasing group.	
GROUP POLICIES	§3435 11NYCRR301 (Reg. 134) 11NYCRR153 (Reg. 135)	The provisions of §3435 and Regulations 134 and 135 do not permit fictitious groups. The issuance of group property & casualty insurance is limited to either not-for-profit or municipality insureds, or purchasing groups formed under the Federal Liability Risk Retention Act of 1986 or quasi-group policies through a mass merchandising, safety group or similar program, in connection with State law or a Federal purchasing group. Group policies must comply with the provisions of Regulations 134 & 135 including the following: general requirements, group policy minimum standards, premium collection and payment, dividend plans and form and rate filings requirements.	
LIMITS			
Policy Limits			
Sublimits		If there are sublimits the policy should highlight that fact, and if the policy is written on a Defense Within Limit basis the sublimit cannot be less than the minimum limit required for policies written on that basis.	
LOSS SETTLEMENT			
Action Against Company	§3420(a)(2) & §3420(b)	If judgment against an insured is not satisfied within 30 days, an action can be brought against an insurer. Furthermore, the judgment clause may not include the requirement that judgment be "final" or obtained "after actual trial." Please refer to Item I.B of Compliance Questionnaire No. CLL.	
After Market Parts			
Arbitration			
Deductibles	11NYCRR71 (Reg. 107)	If deductible is applied against defense costs, policy must comply with Reg. 107.	
Loss Valuations			
Notification of Claim	§3420(a)(3)(4)(5)&(6)	The policy must contain the various liability provisions set forth in Section 3420 (a)(3)(4)(5) and (6). Please refer to Paragraph I.B of Compliance Questionnaire CLL.	
MEDICAL PAYMENTS			
OTHER INSURANCE	§2303	Policy provisions which indicate that in the event an occurrence is covered by more than one policy issued by an insurer or its affiliates, only the highest limit of liability among all policies will apply to the claim, are not permitted. Please refer to Item I.I of Compliance Questionnaire No. CLL.	
SUBROGATION			
OTHER PROVISIONS			

NEW YORK INSURANCE DEPARTMENT
REVIEW STANDARDS FOR COMMERCIAL LIABILITY

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
PARTICIPATING POLICIES	§4106	A participating policy provision is not required. However, when the provision is included, the board of directors may make reasonable classifications of policies in order to issue payment of dividends. Such classifications must be filed for approval and be fair and not unfairly discriminatory.	
PREMIUM AUDIT	11 NYCRR161.10 (Reg. 129)	Audit to determine the final premium must be conducted within 180 days after expiration of the policy and such audit requirement may only be waived for reasons specified in the regulation.	
PRIOR ACT COVERAGE FOR OCCURRENCE POLICY		It is only permitted to be written if 1) No coverage for known claims, 2) Provided only to insureds switching from claims-made policy and is not available to an insured with an uninsured prior acts exposure, 3) Once purchased, must survive termination of the occurrence policy.	
VICARIOUS LIABILITY	CL 6 (1994)	The Department permits coverage for claims of vicarious liability regardless of whether the underlying wrong is intentional or not.	
VOIDANCE	§3105 & §3106	May not void a policy unless the misrepresentation is material. No misrepresentation shall be deemed material unless knowledge by the insurer of the facts misrepresented would have led to a refusal by the insurer to make such contract. Please refer to Item I.H of Compliance Questionnaire No. CLL.	
WARRANTIES	§3106	A breach of warranty shall not void a policy unless the breach of warranty is material.	
WORLDWIDE COVERAGE		If a policy provides for a duty to defend, in provisions where the company states it has no duty to defend suits brought in foreign countries, the company must state the specific reasons why it does not wish to defend (i.e. if the insurer lacks the expertise to defend in the foreign country, or if the insurer is not permitted by law to defend in such foreign country.) In such situations, the policy must specify that the insurer must reimburse the insured for the defense expenses the insured incurred.	
RATES & RATING PLANS	§2304 & §2344 11NYCRR161 (Reg. 129) Circular Letter No. 5 (2009)	All rates, rating plans, and rating rules filings must be submitted in accordance with the instructions of Circular Letter No.5 (2009) which outlines the new mandatory filing procedures effective March 10, 2009. These procedures contain the minimum required information that must accompany all rate, rating plan, and rating rule filings. Rate filings must include appropriate supporting information as outlined in the Rate Filing Sequence Checklist. Please note the relevant requirements contained in Section 2304 of the New York Insurance Law. For commercial lines filings subject to flex-rating under Section 2344, please also refer to Regulation 129 (11 NYCRR 161). Please refer to the following web site for additional information: http://www.ins.state.ny.us/issec-ii.htm	Form/Page/Para Reference
ADOPTIONS OF RATE SERVICE ORGANIZATIONS (RSO) FILINGS			

NEW YORK INSURANCE DEPARTMENT
REVIEW STANDARDS FOR COMMERCIAL LIABILITY

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
Me Too Filings	§2306 11 NYCRR 161.7 (Reg. 129)	The insurer may discharge its rate filing obligation by giving notice that it uses rates and rate information prepared by a designated rate service organization. Please refer to Regulation 129 for the filing of rates and the relation and role of rates published by a rate service organization and the Department's web site for additional filing information: http://www.ins.state.ny.us/issec-iii.htm	
CONSENT-TO-RATE	§2309	The application for an excess rate is subject to prior approval. In addition, the application must include the insured's reasons and the application must be signed by the insured.	
CREDIT SCORING AND REPORTS		The use of credit scoring and reports is limited to the initial underwriting and/or initial tier placement of the risk.	
INDIVIDUAL RISK RATING	§2305 11 NYCRR 161.12 (Reg. 129)	Individual Risk Submissions not subject to prior approval shall not be filed with the Department. All such information shall be retained in the insurer's individual underwriting file for each policy issued for a period of five years from the date of first issuance of such policy.	
Prior approval	CL 4 (1996)	This form must be included in all Individual Risk Submission subject to prior approval: NYSID Form 129-c.doc	
PRICING	§2304 & §2344 11 NYCRR 161 (Reg. 129) CL 19 (1992) & CL 4 (1996)	The following web site contains the mandatory filing procedures: http://www.ins.state.ny.us/ipchklst.htm	
Audit Provisions/premium Audit Rules		Indicate if the filing includes an audit provision and/or a premium audit rule. If so, an audit to determine final premium for policies under which the initial premium is based on an estimate of the insured's exposure base must comply with Section 161.10 of Regulation 129. The provision/rule must clearly demonstrate compliance.	
Minimum Premium Rules		Minimum Premium Rules- the submission should evidence the relationship between the amount charged as a minimum premium and the costs associated with producing the policy or coverage. Return Premium/Minimum Earned Premium Rules - the submission should specify that the policy will be pro-rated or short-rated due to mid-term termination of the policy. Premium may be considered fully earned only for policies insuring special events that are only a few days in length.	
Multi Tiering		Eligibility requirements for each tier must be submitted. The tier eligibility requirements must be specific and mutually exclusive, so that no insured would be eligible for more than one tier. The rate effects of the tier eligibility requirements should not be duplicated in any rating plans. Justification must be provided for the rate differential for each tier.	
Payment Plans		Payment plans are outside of the rating structure, and do not have to be filed with the Department or included as part of the manual rates.	
Renewal Discounts		Renewal Discounts or credits due to the insured's longevity with the company are not permitted for Commercial Liability coverage.	
Service Charges		Late payment fees, reinstatement fees, and premium installment fees are to be classified as service fees that are outside of the rating structure, and do not have to be filed with the Department or included as part of the manual rates.	

NEW YORK INSURANCE DEPARTMENT
REVIEW STANDARDS FOR COMMERCIAL LIABILITY

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
RATING PLAN REQUIREMENTS	§2344 11NYCRR161.8 (Reg. 129)	Rating plans are subject to prior approval. Even if the insurer is adopting a rating plan from a Rate Service Organization (RSO) without modification, such plan is subject to the prior approval requirements.	
Composite Rating		Please refer to item RP-1 and RP-2 of Compliance Questionnaire NEWRATE and Regulation 129 for the rating plan rules and standards.	
Expense Reduction Plan		Please refer to item RP-1 and RP-2 of Compliance Questionnaire NEWRATE and Regulation 129 for the rating plan rules and standards.	
Experience Rating		Please refer to item RP-1, RP-2, and RP-3 of Compliance Questionnaire NEWRATE and Regulation 129 for the rating plan rules and standards.	
Loss Rating		Please refer to item RP-1 and RP-2 of Compliance Questionnaire NEWRATE and Regulation 129 for the rating plan rules and standards.	
Retrospective Rating		Please refer to item RP-1 and RP-2 of Compliance Questionnaire NEWRATE and Regulation 129 for the rating plan rules and standards.	
Schedule Rating		Please refer to item RP-1 and RP-2 of Compliance Questionnaire NEWRATE and Regulation 129 for the rating plan rules and standards.	
RATE/LOSS COST SUPPORTING INFORMATION			
Actuarial or other Rate Support	11NYCRR161 (Reg. 129) CL 19 (1992) Circular Letter No. 5 (2009)	Rate making and supporting information for rates, rating plans, and rating rules must be organized into exhibits, which follow a sequential numbering system. The Rate Filing Sequence Checklist and the related instructions prescribe the required format used to support rate, rating plan, and rating rule filings. Rate Filing Sequence Checklist newrate.doc (Word Format) newrate.pdf (PDF Format) Instructions for Rate Filing Sequence Checklist instr.doc (Word Format) instr.pdf (PDF Format)	

**CONTRACTORS' GENERAL LIABILITY EXTENSION ENDORSEMENT
(G-18652)
REVISION
EXPLANATORY MEMORANDUM - NY**

RE:

G-18652-I31 CONTRACTORS' GENERAL LIABILITY EXTENSION END- NEW YORK

We are revising the above captioned endorsement. It will replace form G-18652-E upon approval and will take the same premium charge as form G-18652-E that has been previously approved by your Department. The revisions result in a broadening of coverage. The specific changes are as follows:

Provision	Difference From Expiring (G-18652-E to G-18652-I31 07/09)
SCHEDULE	<ul style="list-style-type: none"> •Added the SCHEDULE (Table of Contents)
1. MISCELLANEOUS ADDITIONAL INSUREDS	<p>New provision (results in broadening of coverage)</p> <ul style="list-style-type: none"> •7 additional insured extensions (where required by written contract or written agreement) <ul style="list-style-type: none"> - State or Governmental Agency or Subdivision or Political Subdivisions Previously provision 16. (ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS) on expiring form “governmental agency” and “authorizations” added. Allows for any type to governmental agency or subdivision to be added as additional insured. References the issuing of <u>authorizations</u> in addition to permits to the insured (clarification of coverage) - Controlling Interest - Managers or Lessors of Premises - Mortgagee, Assignee or Receiver - Owners/Other Interests – Land is Leased - Co-owner of Insured Premises - Lessor of Equipment
2. EMPLOYEES AS INSUREDS – HEALTH CARE SERVICES	<ul style="list-style-type: none"> •Provision renumbered to provision “2” from “1” (editorial change)
3. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANY	<ul style="list-style-type: none"> •Provision renumbered to provision “3” from “2” (editorial change) •Paragraph A: Re-numbered “5” to “4” for revised CGL reference (editorial change) •Paragraph B: Inserted the word “Paragraph” and replaced “5” with “4” for revised CGL reference (editorial change)

Side By Side – Contractors' General Liability Extension Endorsement

Provision	Difference From Expiring (G-18652-E to G-18652-I31 07/09)
COVERAGE	
4. EXPANDED PERSONAL AND ADVERTISING INJURY	<ul style="list-style-type: none"> •Provision renumbered to provision “4” from “3” (editorial change) •Deleted Paragraph C. (results in broadening of coverage)
5. MEDICAL PAYMENTS	<ul style="list-style-type: none"> •Provision renumbered to provision “5” from “4” (editorial change) •Paragraph A.7: Inserted the word “Paragraph” (editorial change) •Medical Expense Limit increased to \$15,000 (increase in coverage) •Paragraph C: New paragraph – allows for expenses that are incurred and reported to us within three years of the date of the accident- base CGL allows for one year (results in broadening of coverage)
6. LEGAL LIABILITY AND BORROWED EQUIPMENT	<ul style="list-style-type: none"> •Provision renumbered to provision “6” from “5” (editorial change) • Paragraph C: <ul style="list-style-type: none"> - Inserted the word “Paragraph” (editorial change) - Damage To Premises Rented To You Limit increased to \$200,000 (increase in coverage) •Paragraph D: Revised CGL reference (editorial change)
7. NON-OWNED WATERCRAFT	<ul style="list-style-type: none"> •Provision renumbered to provision “7” from “6” (editorial change) •Watercraft length revised to 55 feet (increase in coverage)
8. NON-OWNED AIRCRAFT	<p>New provision (results in broadening of coverage)</p> <ul style="list-style-type: none"> •Provision excepts portion of exclusion g. of Coverage A for aircraft the insured does not own, provided that: <ul style="list-style-type: none"> -The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot; - It is rented with a trained, paid crew; and - It does not transport persons or cargo for a charge.
9. CONTRACTUAL LIABILITY FOR PERSONAL AND ADVERTISING INJURY	<ul style="list-style-type: none"> •Provision renumbered to provision “9” from “7” (editorial change)
10. SUPPLEMENTAR Y PAYMENTS	<ul style="list-style-type: none"> •Provision renumbered to provision “10” from “9” (editorial change) •Paragraph A: Cost of bail bonds limit increased to \$2,500 (increase in coverage) •Paragraph B: Daily loss earnings limit increased to \$1,000 (increase in coverage)
11. LIQUOR	<ul style="list-style-type: none"> •Provision renumbered to provision “11” from “9” (editorial change)

Side By Side – Contractors' General Liability Extension Endorsement

Provision	Difference From Expiring (G-18652-E to G-18652-I31 07/09)
LIABILITY	
12. NEWLY FORMED OR ACQUIRED ORGANIZATIONS	<ul style="list-style-type: none"> •Provision renumbered to provision “12” from “10” (editorial change) •Paragraph “4.a.” is amended to reference Paragraph “3.a” Revised CGL reference (editorial change)
13. LIBERALIZATION CLAUSE	<ul style="list-style-type: none"> •Provision renumbered to provision “13” from “11” (editorial change) •Added “under this endorsement” (clarification of coverage)
14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS	<ul style="list-style-type: none"> •Provision renumbered to provision “14” from “12” (editorial change)
15. NOTICE OF OCCURRENCE	<ul style="list-style-type: none"> •Provision renumbered to provision “15” from “13” (editorial change) •Provision modified so that it does not apply to only reporting a claim to your workers’ compensation insurer which develops into a liability claim for which coverage is provided by this Coverage Part. It now applies to all situations where the insured fails to give us notice of an "occurrence", offense, claim or "suit" provided that failure is solely due to the insured’s reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. (results in broadening of coverage)
ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS	<ul style="list-style-type: none"> •This was provision 16. on expiring form- It has moved to Paragraph 2.a. of provision 1. of new form(editorial change) •Reference provision 1. MISCELLANEOUS ADDITIONAL INSUREDS-2.a., State or Governmental Agency or Subdivision or Political Subdivisions.
16. BROAD KNOWLEDGE OF OCCURRENCE	<ul style="list-style-type: none"> •New provision (results in broadening of coverage) <p>States that insured must give us or our authorized representative notice of an "occurrence", offense, claim, or "suit" only when the "occurrence", offense, claim or "suit" is known to certain persons.</p>
17. AGGREGATE LIMITS PER PROJECT	<ul style="list-style-type: none"> •Provision renumbered to provision “17” from “14” (editorial change) •Paragraphs A, B: Section I – Coverage A, Section I – Coverage C, Coverage A, Coverage C title case (editorial change) •Paragraph A.4: “Fire Damage” replaced with “Damage To Premises Rented To You” (editorial change)
18. EXPANDED BODILY INJURY	<ul style="list-style-type: none"> •Provision renumbered to provision “18” from “15” (editorial change)
19. EXPECTED OR INTENDED	<ul style="list-style-type: none"> •New provision (results in broadening of coverage) <p>Replaces Exclusion a. of Coverage A. The exception for the use of reasonable force to protect persons or property now applies to resulting</p>

Side By Side – Contractors' General Liability Extension Endorsement

Provision	Difference From Expiring (G-18652-E to G-18652-I31 07/09)
INJURY	“property damage” in addition to “bodily injury”.
20. OWNER CONTROLLED INSURANCE PROGRAM, etc.	<ul style="list-style-type: none"> •Provision renumbered to provision “20 from “17” (editorial change) •Paragraph A: Re-phrased and simplified • Excess coverage for on-going operations for residential owner controlled insurance program added (results in broadening of coverage) •Paragraph B: Revised CGL reference (editorial change) •Paragraph C: The definition of “residential” is replaced by “residential structure” (editorial change) <p>As a result of the above changes, form G-300247-A31 AMENDMENT – DEFINITION OF “RESIDENTIAL STRUCTURE” (company filing ID 06-F3035) will no longer be attached.</p>
21. CONTRACTUAL LIABILITY – RAILROADS	<ul style="list-style-type: none"> •Provision renumbered to provision “21 from “18” (editorial change) •Requirement for Railroad Protective Liability Policy deleted (results in broadening of coverage) •Section V – Definitions- title case (editorial change)
22. BLANKET WAIVER OF SUBGROGATION	<p>New provision (results in broadening of coverage)</p> <p>It waives any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of our Named Insured’s ongoing operations or our Named Insured’s work included in the “products-completed operations hazard”- where the Named Insured agreed to do so in a written contract or written agreement that is in effect or becomes effective during the term of the policy; and was executed prior to loss.</p>
23. IN REM ACTIONS	<p>New provision (results in broadening of coverage)</p> <p>It states that Any action <i>in rem</i> against any vessel owned, operated by or for, or chartered by or for the Named Insured you will be treated in the same manner as though the action were in <i>personam</i> against the Named Insured.</p>

NEW YORK INSURANCE DEPARTMENT

COMMERCIAL LIABILITY INSURANCE FORM FILING COMPLIANCE QUESTIONNAIRE

PAGE 1 OF 3

COMPANY CNA	Co. File No. 09-F3125
Company Contact: Mercy A. Marasigan	Phone Number: (312) 822-6609
E-Mail Address: mercedes.marasigan@cna.com	

TYPE OF INSURANCE Other Liability/com. Gen.	Claims Made Eligible? No
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Instructions: All applicable items must be answered. Responses in the shaded area indicate non-compliance with Regulation Nos. 95, 107, 110, and/or 121 and New York Insurance Law Section Nos. 1113, 2307, 3105, 3106, 3420 and/or 3426. Form, page and paragraph references that bring the submission into compliance must be included. Enter "NA" in this column for any item not applicable to the filing being submitted. Failure to complete all items, or responses in the shaded area, will result in this filing being returned without further review.

I. ALL POLICIES			
A. Policy complies with §2307 as follows:			
1. Is there coverage for any of the following?			
a. Punitive or exemplary damages	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	
b. Intentional acts	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	
c. Assault and battery, except for defense of person or property	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	
B. Does the policy comply with § 3420 as follows?			
1. Policy is written on a "pay on behalf of" basis rather than on an indemnification basis	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	
2. Policy contains a proper insolvency clause	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	
3. Policy contains a proper judgment clause, and does not include the requirement that the judgment be "final", or obtained "after actual trial"	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	
4. Policy contains a provision permitting notice of claim to be given to company's agent.	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	
5. Policy contains a provision that late notice will not invalidate a claim if it was not reasonably possible to give notice sooner, and notice was given as soon as possible.	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	
C. Defense Provisions			
1. Policy provides defense even if allegations are groundless, false or fraudulent?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	
2. Policy provides for the orderly transfer of defense duties when a limit of liability is used up in the payment of judgements or settlements	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	
3. <input type="checkbox"/> Policy is written on a defense within limits basis; Does it comply with Regulation 107? (complete DWL checklist)	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	
D If policy includes coverage for personal injury, does it contain, in substance, the items contained in §1113(a)(13)?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	
E. If the policy covers bodily injury, and that definition does not include mental anguish that results from a wrongful act, is some form of rate relief given?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	
F. Does policy language comply with §3426? (complete §3426 checklist)	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	
G. <input type="checkbox"/> Policy is written on a claims-made basis; Does it comply with Regulation 121? (complete claims-made checklist)	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	
H. Does the policy contain warranties that violate §3105 or §3106?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	
I. If more than one policy issued by the company/affiliate covers the loss, is coverage limited to the policy with the highest limit?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	

NOTE: All citations are to the applicable sections of Regulation Nos. 95, 107, 110, and/or 121 and New York Insurance Law sections 1113, 2307, 3105, 3106, 3420 and/or 3426.

NEW YORK INSURANCE DEPARTMENT

COMMERCIAL LIABILITY INSURANCE FORM FILING COMPLIANCE QUESTIONNAIRE

PAGE 2 of 3

COMPANY CNA

TYPE OF INSURANCE Other Liab/GL

Instructions: All applicable items must be answered. Responses in the shaded area indicate non-compliance with Regulation Nos. 95, 107, 110, and 121 and New York Insurance Law Section Nos. 1113, 2307, 3105, 3106, 3420 and 3426. Form, page and paragraph references that bring the submission into compliance must be included. . Enter "NA" in this column for any item not applicable to the filing being submitted. Failure to complete all items, or responses in the shaded area, will result in this filing being returned without further review.

- | | | |
|---|---|--|
| <p>J. Does the policy contain a definition of loading or unloading?</p> | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| <p>K. Does the policy contain the name of an unlicensed company?</p> | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| <p>L. Are there any blank forms?</p> | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| <p>M. Are all forms numbered?</p> | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| <p>N. Policy application:</p> | | |
| <p>1. Has been filed for approval if part of the policy</p> | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| <p>2. Complies with Regulation 95</p> | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |
| <p>O. If policy contains a tobacco exclusion, is the exclusion limited to the deleterious health effects associated with the use of such products?</p> | YES <input type="checkbox"/> | NO <input checked="" type="checkbox"/> |

II. "LEGAL SERVICES INSURANCE" IN LIABILITY POLICIES

A. Indicate below which, if any, "Legal Services Insurance" coverages are provided (See Department Regulation 162) Unless "None" is checked, complete Legal Services Insurance Checklist

- (i) Defense only coverage for administrative proceedings
- (ii) Defense coverage for claims seeking injunctive or other non pecuniary relief
- (iii) Defense of allegations which are excluded
- (iv) Coverage for insured who initiates legal action
- (v) Other _____ (Specify)
- (vi) None

III. DIRECTORS AND OFFICERS POLICIES

In addition to the requirements of I and II above, does the policy contain the minimum retention and coinsurance amounts required by Regulation 110?

YES NO

IV. EMPLOYEE BENEFITS POLICIES

In addition to the requirements of I and II above, does the policy contain any coverages which would substantially provide for the giving of legal advice?

YES NO

NOTE: All citations are to the applicable sections of Regulation Nos. 95, 107, 110, and/or 121 and New York Insurance Law sections 1113, 2307, 3105, 3106, 3420 and/or 3426.

NEW YORK INSURANCE DEPARTMENT

COMMERCIAL LIABILITY INSURANCE FORM FILING COMPLIANCE QUESTIONNAIRE

PAGE 3 of 3

COMPANY CNA

TYPE OF INSURANCE Other Liab/GL

Instructions: All applicable items must be answered. Responses in the shaded area indicate non-compliance with Regulation Nos. 95, 107, 110, and 121 and New York Insurance Law Section Nos. 1113, 2307, 3105, 3106, 3420 and 3426. Form, page and paragraph references that bring the submission into compliance must be included. Also enter "NA" in this column for any item not applicable to the filing being submitted. Failure to complete all items, or responses in the shaded area, will result in this filing being returned without further review.

V. If the policy is a following form excess liability policy, does it contain language conforming policy to all New York requirements if an unlicensed company is an underlying carrier?

YES

NO

VI For Umbrella Policies

1. Insured's consent is required to settle claims within the insured's retention, unless such consent is unreasonably withheld

YES

NO

2. Policy provides coverage for Workers Compensation and Employers Liability where an employee is subject to the NY Workers Compensation Law

YES

NO

VII Employment Practices

In addition to the requirements of I and II above, coverage is provided only for claims resulting from disparate impact or vicarious liability

YES

NO

VIII Does the policy contain a pollution exclusion or definition that includes any of the following as a pollutant:

Lead

YES

NO

Noise

YES

NO

Electromagnetic Fields

YES

NO

IX If the policy contains a lead exclusion:

1. Is there a manual rule providing for a premium reduction of between 2% and 10% (1% for BOPS)? Note: For Commercial Umbrella or Excess Liability policies there must be a credit of between 2% and 10% if the underlying coverage does not have a lead exclusion or when the policy premium is not based upon the underlying premium.

YES

NO

2. Is there a manual rule that the exclusion may only be attached to policies insuring structures built prior to 1980 which have a significant potential lead exposure and have not undergone lead abatement procedures?

YES

NO

V. PURCHASING GROUPS

In addition to compliance with all form and rate requirements, Notice of Intent has been filed with Excess Lines Unit of the Property Bureau.

YES

NO

NOTE: All citations are to the applicable sections of Regulation Nos. 95, 107, 110, and/or 121 and New York Insurance Law sections 1113, 2307, 3105, 3106, 3420 and/or 3426.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CONTRACTORS' CONTRACTORS' GENERAL LIABILITY EXTENSION
ENDORSEMENT –
NEW YORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

4SCHEDULE

Coverages are summarized below. For particulars and limitations affecting each coverage, please refer to the corresponding policy provisions in the body of this endorsement.

1. Miscellaneous Additional Insureds

7 additional insured extensions.

2. Employees As Insureds – Health Care Services

3. Joint Ventures/Partnership/Limited Liability Companies

Coverage for your interest in such terminated or ended organizations.

4. Expanded Personal And Advertising Injury

5. Medical Payments

Limits increased to \$15,000.
Reporting increased to three years from the date of accident.

6. Legal Liability And Borrowed Equipment

Extended perils.
Limit increased to \$200,000 for Damage to Premises Rented To You

7. Non-owned Watercraft

Increased to 55 feet.

8. Non-owned Aircraft Coverage

9. Contractual Liability For Personal And Advertising Injury

10. Supplementary Payments

Cost of bail bonds increased to \$2,500.
Daily loss of earnings increased to \$1,000.

11. Liquor Liability Coverage Extension

12. Newly Formed Or Acquired Organizations

Coverage extended to the end of the policy period.

13. Liberalization Clause

14. Unintentional Failure To Disclose Hazards

15. Notice of Occurrence

16. Broad Knowledge of Occurrence

17. Aggregate Limits Per Project

18. Bodily Injury – Extension of Coverage

19. Expected Or Intended Injury

Reasonable force – bodily injury or property damage.

20. Wrap-Up Extension

21. Contractual Liability – Railroads

Expanded definition of “insured contract”.

22. Blanket Waiver of Subrogation

Waiver of subrogation where required by written contract or written agreement.

23. In Rem Actions

1. MISCELLANEOUS ADDITIONAL INSURED

Section II Who Is An Insured is amended to include as an insured any person or organization (called additional insured) described in Paragraphs **2.a.** through **2.g.** below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However, the written contract or written agreement must be:

- 1.** Currently in effect or becoming effective during the term of this policy; and
- 2.** Executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury", but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. State or Governmental Agency or Subdivision or Political Subdivisions

A state or governmental agency or subdivision or political subdivision subject to the following provisions:

- (1)** This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

- (2)** This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

b. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1)** Their financial control of you; or
- (2)** Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

c. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1)** Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2)** Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

d. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

e. Owners/Other Interests – Land is Leased

An owner or other interest from whom land has been leased by you but only

with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

f. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

g. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under Paragraphs a. through g. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

As respects the coverage provided under this provision, Paragraph 4.b.(1) of Section IV –

Commercial General Liability Conditions is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

(1) This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract or written agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

2. EMPLOYEES AS INSURED – HEALTH CARE SERVICES

Paragraph 2.a.(1)(d) of Section II – Who Is An Insured is deleted.

23. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANY COVERAGE

A. The following is added to Section II – Who Is An Insured:

54. You are an insured when you had an interest in a joint venture, partnership or limited liability company which terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

- a.** Prior to the termination date of any joint venture, partnership or limited liability company; or
- b.** If there is other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.
- c.** To a joint venture, partnership or limited liability company which is or was insured under a ~~"consolidated (wrap-up) insurance program"~~.

~~"Consolidated (wrap-up) insurance program"~~ means a construction, erection

or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, otherwise referred to as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

B. The last paragraph of **Section II – Who Is An Insured** is deleted and replaced by the following:

Except as provided in 5.Paragraph 4. above, no person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

34. EXPANDED PERSONAL AND ADVERTISING INJURY

A. The following is added to **Section V – Definitions**, the definition of “Personal and advertising injury”:

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

(1) Not done intentionally by or at the direction of:

- (a) The insured; or
- (b) Any “executive officer,” director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

B. Exclusions of **Section I – Coverage B – Personal and Advertising Injury Liability** is amended to include the following:

e. **Discrimination Relating To Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room,

dwelling or premises by or at the direction of any insured.

p. Fines Or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

~~C.D.~~ This provision ~~3. (EXPANDED PERSONAL AND ADVERTISING INJURY COVERAGE)~~ does not apply to discrimination or humiliation committed in the states of New York or Ohio. Also, ~~EXPANDED PERSONAL AND ADVERTISING INJURY COVERAGE~~ does not apply to policies issued in the states of New York or Ohio.

~~D.~~ This provision ~~3.4. (EXPANDED PERSONAL AND ADVERTISING INJURY COVERAGE)~~ does not apply if **Section I – Coverage B – Personal And Advertising Injury Liability** is excluded either by the provisions of the Coverage Part or by endorsement.

4.5. MEDICAL PAYMENTS

A. Paragraph ~~7.~~ **Medical Expense Limit**, of **Section III – Limits of Insurance** is deleted and replaced by the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most we will pay under **Section – I – Coverage C** for all medical expenses because of “bodily injury” sustained by any one person. The Medical Expense Limit is the greater of:

- (1) ~~\$1015,000~~; or
- (2) The amount shown in the Declarations for Medical Expense Limit.

B. This provision 4.5. (Medical Payments) does not apply if **Section I – Coverage C Medical Payments** is excluded either by the provisions of the Coverage Part or by endorsement.

~~5-C.~~ Paragraph 1.a.(3)(b) of Section I – Coverage C – Medical Payments, is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

6. LEGAL LIABILITY AND BORROWED EQUIPMENT

described in **Section III – Limits Of Insurance.**

A. Under **Section I – Coverage A – Bodily Injury and Property Damage 2. Exclusions**, Exclusion j. is replaced by the following.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

“Property damage” to:

Paragraph (6) of this exclusion does not apply to “property damage” included in the “products-completed operations hazard.”

- (1) Property you own, rent, or occupy;
- (2) Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the “property damage” arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because “your work” was incorrectly performed on it.

B. Under **Section I – Coverage A – Bodily Injury and Property Damage** the last paragraph of **2. Exclusions** is deleted and replaced by the following.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance.**

C. Paragraph 6.7 **Damage To Premises Rented To You Limit** of **Section III – Limits Of Insurance** is replaced by the following:

6. Subject to **Paragraph 5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most we will pay under **Section – I – Coverage A** for damages because of “property damage” to any one premises while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$~~100~~200,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

D. Paragraph **4.b.(1)(ba)(ii)** of **Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

(2ii) That is property insurance for premises rented to you or temporarily occupied by you with the permission of the owner; or

E. This provision **5-6. (LEGAL LIABILITY AND BORROWED EQUIPMENT)** does not apply if Damage To Premises Rented To You Liability

Paragraph (2) of this exclusion does not apply if the premises are “your work” and were never occupied, rented or held for rental by you.

Paragraphs (1), (3) and (4) of this exclusion do not apply to:

- (i) “property damage” to tools or equipment loaned to you if the tools or equipment are not being used to perform operations at the time of loss; or
- (ii) “property damage” (other than damage by fire) to premises rented to you or temporarily occupied by you with the permission of the owner, or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as

under **Section I – Coverage A** is excluded either by the provisions of the Coverage Part or by endorsement.

6.7. NON-OWNED WATERCRAFT

Under **Section I – Coverage A**, Exclusion **2.g.**, subparagraph **(2)** is deleted and replaced by the following.

- (2) A watercraft you do not own that is:
 - (a) Less than ~~5455~~ feet long; and
 - (b) Not being used to carry persons or property for a charge.

78. NON-OWNED AIRCRAFT

Exclusion 2.g. of Section I – Coverage A – Bodily Injury and Property Damage, does not apply to an aircraft you do not own, provided that:

1. The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. It is rented with a trained, paid crew; and
3. It does not transport persons or cargo for a charge.

9. CONTRACTUAL LIABILITY FOR PERSONAL AND ADVERTISING INJURY

Exclusion **e. Contractual Liability** of **Section I – Coverage B** is deleted.

810. SUPPLEMENTARY PAYMENTS

- A. Under **Section I – Supplementary Payments – Coverages A and B**, Paragraph **1.b.**, the limit of \$250 shown for the cost of bail bonds is replaced by \$~~1,000~~2,500:
- B. In Paragraph **1.d.**, the limit of \$250 shown for daily loss of earnings is replaced by \$~~500~~1,000.

911. LIQUOR LIABILITY

Exclusion **c.** of **Section I – Coverage A** is deleted.

40-12. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Paragraph **43.a.** of **Section II – Who Is An Insured** is deleted and replaced by the following:

Coverage under this provision is afforded only until the ~~180th day end of the policy period or the next anniversary of this policy's effective date~~ after you

acquire or form the organization ~~or the end of the policy period~~, whichever is earlier.

4413. LIBERALIZATION CLAUSE

If we adopt a change in our forms or rules which would broaden coverage for contractors under this endorsement without an additional premium charge, your policy will automatically provide the additional coverages as of the date the revision is effective in your state.

42-14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Based on our reliance on your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

4315. NOTICE OF OCCURRENCE

The following is added to ~~paragraph~~ Paragraph **2.** of **Section IV – Commercial General Liability Conditions – Duties In The Event of Occurrence, Offense, Claim or Suit:**

~~e. If you report an "occurrence" to your workers' compensation insurer which develops into a liability claim for which coverage is provided by this Coverage Part, failure to report such "occurrence" to us at the time of "occurrence" shall not be deemed in violation of paragraphs a., b., and c. above. Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence", offense, claim or "suit" to us as soon as you are made aware of the fact that this "occurrence" is a liability claim rather than a workers' compensation claim that this insurance may apply to such "occurrence", offense claim or "suit".~~

4416. BROAD KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph 2. of Section IV – Commercial General Liability Conditions – Duties in The Event of Occurrence, Offense, Claim or Suit:

You must give us or our authorized representative notice of an "occurrence", offense, claim, or "suit" only when the "occurrence", offense, claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;

(3) An executive officer or the employee designated by you to give such notice, if you are a corporation; or

(4) A manager, if you are a limited liability company.

17. AGGREGATE LIMITS PER PROJECT

A. For all sums which the insured becomes legally obligated to pay as damages caused by ~~“occurrences”~~ under ~~COVERAGE A (SECTION I) – Coverage A~~, and for all medical expenses caused by accidents under ~~COVERAGE Section I – Coverage C (SECTION I)~~, which can be attributed only to ongoing operations at a single construction project away from premises owned by or rented to the insured:

1. A separate Single Construction Project General Aggregate Limit applies to each construction project away from premises owned by or rented to the insured, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Single Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under ~~COVERAGE Coverage A~~, except damages because of ~~“bodily injury”~~ or ~~“property damage”~~ included in the ~~“products-completed operations hazard”~~, and for medical expenses under ~~COVERAGE Coverage C~~ 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 Coverage A~~ for damages or under ~~COVERAGE Coverage C~~ for medical expenses shall reduce the Single Construction Project General Aggregate Limit for that construction project away from premises owned by or rented to the insured. Such payments shall not reduce the General Aggregate Limit shown in ~~this~~ the Declarations nor shall they reduce any other Single Construction Project General Aggregate Limit for any other separate construction project away from premises owned by or rented to the insured.

4. The limits shown in the Declarations for Each Occurrence, ~~Fire—Damage To Premises Rented To You~~ and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Single Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by ~~“occurrences”~~ under ~~COVERAGE Section I – Coverage A (SECTION I)~~, and for all medical expenses caused by accidents under ~~COVERAGE Section I – Coverage C (SECTION I)~~, which cannot be attributed only to ongoing operations at a single construction project away from premises owned by or rented to the insured:

1. Any payments made under ~~COVERAGE Coverage A~~ for damages or under ~~COVERAGE Coverage C~~ for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Single Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the ~~“products-completed operations hazard”~~ is provided, any payments for damages because of ~~“bodily injury”~~ or ~~“property damage”~~ included in the ~~“products-completed operations hazard”~~ will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Single Construction Project General Aggregate Limit.

D. If a single construction project away from premises owned by or rented to the insured has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of ~~Section III – Limits of Insurance (SECTION III)~~ not otherwise modified by this endorsement shall continue to apply as stipulated.

1518. EXPANDED BODILY INJURY

~~A. The Section V – Definitions, the definition of “bodily injury,” SECTION V – DEFINITIONS, is replaced by the following changed to read:~~

"Bodily Injury" means bodily injury, sickness, shock, humiliation, disability or disease, mental injury or mental anguish sustained by a person, including death resulting from any of these.

~~B. This provision 15. (EXPANDED BODILY INJURY COVERAGE) does not apply to any "occurrences" taking place in the states of California or Texas. Also, EXPANDED BODILY INJURY COVERAGE does not apply to policies issued in the states of California or Texas.~~

~~16. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS~~

~~Paragraph 2.19. EXPECTED OR INTENDED INJURY~~

~~Exclusion a. of Section II – Who Is An Insured I – Coverage A – Bodily Injury and Property Damage Liability is amended to include replaced by the following:~~

~~Any state or political subdivision subject to the following provisions:~~

~~a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, "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.~~

~~b. This insurance does not apply to:~~

- ~~(1) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or~~
- ~~(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard."~~

~~1720. OWNER CONTROLLED INSURANCE PROGRAM, CONTRACTOR CONTROLLED INSURANCE PROGRAM OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS~~

The endorsement **EXCLUSION – CONSTRUCTION WRAP-UP PROGRAM** which is attached to this policy is amended as follows:

~~A. This exclusion does not apply to: If the endorsement EXCLUSION – CONSTRUCTION WRAP-UP or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor~~

Controlled Insurance Programs (C.C.I.P.) is attached to this policy, then it is amended to add the following:

~~1. Coverage available to you under this policy which is broader in scope than coverage provided to you under With respect to a "consolidated (wrap-up) insurance program" for a construction project in which you are or were involved;-, this exclusion does not apply to:~~

~~2. Coverage for your interest only for ongoing operations in excess of all coverage available to you under a "consolidated (wrap-up) insurance program" for a construction project in which you are involved; and~~

~~3. Coverage for your interest only for operations-1. Your liability for "bodily injury", "property damage", or "personal or advertising injury" that occurs during your ongoing operations at the project, or during such operations of anyone acting on your behalf;~~

~~2. Your liability for "bodily injury" or "property damage" included within the "products-completed operations hazard" in excess that arises out of all coverage available to you under a "consolidated (wrap-up) insurance program" for a construction those portions of the project in which you that are or have been involved.~~

~~Paragraphs A.1., A.2. and A.3. above do not apply to a "residential" "consolidated (wrap-up) insurance program." structures".~~

~~B. The following is added immediately after the first paragraph of provision to Paragraph 4.b. Excess Insurance .(1) of Section IV – Commercial General Liability Conditions – Other Insurance:~~

~~This insurance is excess, over any:~~

~~(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to you as a result of your being a participant in a "consolidated (wrap-up) insurance program," but only as respects your involvement in that "consolidated (wrap-up) insurance program."~~

~~C. The following is added to Section V – Definitions:~~

~~“Consolidated (wrap-up) insurance program” means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, otherwise referred to as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).~~

~~“Residential” means new construction or major rehabilitation of multifamily owned developments, “tract housing” developments or condominium projects.~~

~~“Tract housing” means developments where the houses are similar in price, physical characteristics, lot size and square footage; numerous houses of similar or complementary design constructed on a given expanse of land.~~

~~**18**“Residential structure” means any structure where 30% or more of the square foot area is used or is intended to be used for human residency including but not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and also includes their common areas and/or appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). When there is no individual ownership of units, residential structure does not include military housing, college/university housing or dormitories, long term care facilities, hotels, or motels. Residential structure also does not include hospitals or prisons.~~

21. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property ~~and for which a Railroad Protective Liability policy in the name of the railroad has been provided~~, the definition of ~~“insured contract”~~ in the ~~SECTION~~**Section V – DEFINITIONS**~~Definitions~~ is replaced by the following:

- ~~8.~~ ~~“Insured Contract”~~ means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an ~~“insured contract”~~;
 - b. A sidetrack agreement;

- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for ~~“bodily injury”~~ or ~~“property damage”~~ to a third person or organization. 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;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the ~~insured’s~~~~insured’s~~ rendering or failure to render professional services, including those listed in ~~paragraph (1)~~ above and supervisory, inspection, architectural or engineering activities.

22. BLANKET WAIVER OF SUBROGATION

~~The Transfer Of Rights Of Recovery Against Others To Us Condition (Section IV – Commercial General Liability Conditions) is amended by the addition of the following:~~

~~We waive any right of recovery we may have against any person or organization because of~~

payments we make for injury or damage arising out of:

1. Your ongoing operations; or
2. "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

23. IN REM ACTIONS

Any action *in rem* against any vessel owned, operated by or for, or chartered by or for you will be treated in the same manner as though the action were *in personam* against you.

Marasigan, Mercedes A.

From: Lord III, Charles S.
Sent: Friday, December 04, 2009 1:38 PM
To: Marasigan, Mercedes A.
Subject: RE: NY Contractors End

Attachments: G-136107-A EXCLUSION – CONSTRUCTION WRAP-UP PROGRAM.doc; G-18652-I31 Contractors General Liability Extension Endorsement - NY.doc

Here is the reply (thanks):

Thank-you very much for your correspondence.

1. Department filing number for 01-F3162 is SERFF # USPH-5ERLGR094/00-00/00-01/00
2. CG 21 54 could possibly be attached. However our standard form is a proprietary form G-136107-A Exclusion - Construction Wrap-Up Program to exclude operations insured under an owner or contractor controlled insurance program.



G-136107-A
CLUSION – CONSTR

- a. Provision 20. exempts the application of the Wrap-Up Exclusion in certain circumstances to provide coverage for our insured excess over coverage available under any applicable Wrap-up or other owner or contractor controlled insurance program. Coverage is not illusory. This latest revision now provides excess coverage for on-going operations for residential owner controlled insurance programs. We target commercial contractors.
- b. Provision 20. will provide coverage to our insured for injury or damage included in the products/completed hazard in excess of such coverage available under a wrap-up or other owner or contractor controlled insurance program but for residential exposures. It does not provide any extended completed operations- i.e. the injury or damage must occur during the policy period in order to trigger coverage.

However, for example:

An insured was provided insurance for their operations within a non-residential wrap-up project.
The project was completed in 2003.
A five-year extended completed operations provision applies under the wrap-up insurance program
The extended completed operations coverage expires in 2008.

The contractor has CGL policy with endorsement G-18652-I31 attached, policy period 04-01-09 to 04-01-10

A claim is submitted alleging injury or damage included in the product/completed hazard and arising out of the aforementioned project, such injury or damages are alleged to have occurred during the 04-01-09 to 04-01-10 policy period:

- The extended completed operations coverage for the wrap-up ended in 2008- no coverage under that policy
- There is potentially coverage under the CGL G-18652-I31, provision 20.

We have amended the provision to state "valid and collectible insurance" at your request.

- c. We do not provide extended completed operations coverage periods for wrap-up programs under this form. This is coverage for our insured's liability only excess of that available under such a program.
- d. "Tail" coverage in the context that you indicate is not being provided under this form, therefore I cannot provide "tail" periods and premium structure.

We trust this clarifies our coverage intent. Your approval of our revised will be greatly appreciated.

Best Regards