

SERFF Tracking Number: LWCM-128153293 State: Vermont  
First Filing Company: Employers Insurance Company of Wausau, ... State Tracking Number: 59112  
Company Tracking Number: CM-GLF-CW-005-12/CM-GLR-CW-015-12  
TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability  
Product Name: Commercial General Liability  
Project Name/Number: Commercial General Liability Enhancement Endorsement for Contractors /CM-GLF-CW-005-12/CM-GLR-CW-015-12

## Filing at a Glance

Companies: Employers Insurance Company of Wausau, Wausau Underwriters Insurance Company, Wausau Business Insurance Company, Liberty Mutual Insurance Company, Liberty Mutual Fire Insurance Company, LM Insurance Corporation, The First Liberty Insurance Corporation, Liberty Insurance Corporation

Product Name: Commercial General Liability SERFF Tr Num: LWCM-128153293 State: Vermont  
TOI: 17.0 Other Liability-Occ/Claims Made SERFF Status: Closed-Approved State Tr Num: 59112  
Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: CM-GLF-CW-005-12/CM-GLR-CW-015-12 State Status: Approved

Filing Type: Form/Rate/Rule

Author: Luann Benetti  
Date Submitted: 03/20/2012

Reviewer(s): Rosemary Raszka  
Disposition Date: 03/26/2012  
Disposition Status: Approved  
Effective Date (New): 03/26/2012  
Effective Date (Renewal): 03/26/2012

Effective Date Requested (New): On Approval

Effective Date Requested (Renewal): On Approval

## General Information

Project Name: Commercial General Liability Enhancement Endorsement for Contractors

Project Number: CM-GLF-CW-005-12/CM-GLR-CW-015-12

Reference Organization:

Reference Title:

Filing Status Changed: 03/26/2012

State Status Changed: 03/26/2012

Created By: Luann Benetti

Corresponding Filing Tracking Number:

Filing Description:

RE: DIVISION SIX - COMMERCIAL GENERAL LIABILITY

LC 04 43 05 12 COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT AND RATE FILING FOR CONTRACTORS

PROJECT #: CM-GLF-CW-005-12/CM-GLR-CW-015-12

Liberty Mutual Insurance Company NAIC-0111-23043

Liberty Mutual Fire Insurance Company NAIC-0111-23035

Status of Filing in Domicile:

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

Submitted By: Luann Benetti

SERFF Tracking Number: LWCM-128153293 State: Vermont  
First Filing Company: Employers Insurance Company of Wausau, ... State Tracking Number: 59112  
Company Tracking Number: CM-GLF-CW-005-12/CM-GLR-CW-015-12  
TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability  
Product Name: Commercial General Liability  
Project Name/Number: Commercial General Liability Enhancement Endorsement for Contractors /CM-GLF-CW-005-12/CM-GLR-CW-015-12

LM Insurance Corporation NAIC-0111-33600  
The First Liberty Insurance Corporation NAIC-0111-33588  
Liberty Insurance Corporation NAIC-0111-42404  
Employers Insurance Company of Wausau NAIC-0111-21458  
Wausau Underwriters Insurance Company NAIC-0111-26042  
Wausau Business Insurance Company NAIC-0111-26069

The captioned companies submit this filing to introduce a new Commercial General Liability Enhancement endorsement to provide coverage commonly requested by contractor policyholders.

We are requesting an effective date of upon approval for new and renewal business.

Please direct all questions regarding this filing to me at the address shown below.

I would appreciate your acknowledgement/approval on this filing submission.

Sincerely,

Luann K. Benetti  
Senior State Filings Analyst  
Liberty Mutual Group  
PO BOX 8070  
Wausau WI 54402-8070  
1-877-792-8728, Ext. 7526  
Fax: 1-715-842-6828  
luann.benetti@libertymutual.com

State Narrative:

## Company and Contact

### Filing Contact Information

LuAnn Benetti, Senior State Filings Analyst luann.benetti@LibertyMutual.com  
PO BOX 8070 877-792-8728 [Phone] 7526 [Ext]  
Wausau, WI 54402-8070 715-842-6828 [FAX]

### Filing Company Information

Employers Insurance Company of Wausau CoCode: 21458 State of Domicile: Wisconsin

SERFF Tracking Number: LWCM-128153293 State: Vermont  
 First Filing Company: Employers Insurance Company of Wausau, ... State Tracking Number: 59112  
 Company Tracking Number: CM-GLF-CW-005-12/CM-GLR-CW-015-12  
 TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability  
 Product Name: Commercial General Liability  
 Project Name/Number: Commercial General Liability Enhancement Endorsement for Contractors /CM-GLF-CW-005-12/CM-GLR-CW-015-12

PO BOX 8070 Group Code: 111 Company Type:  
 Wausau, WI 54402-8070 Group Name: Liberty Mutual State ID Number:  
 Insurance  
 (877) 792-8728 ext. [Phone] FEIN Number: 39-0264050

-----

Wausau Underwriters Insurance Company CoCode: 26042 State of Domicile: Wisconsin  
 PO BOX 8070 Group Code: 111 Company Type:  
 Wausau, WI 54402-8070 Group Name: Liberty Mutual State ID Number:  
 Insurance  
 (877) 792-8728 ext. [Phone] FEIN Number: 39-1341459

-----

Wausau Business Insurance Company CoCode: 26069 State of Domicile: Wisconsin  
 PO BOX 8070 Group Code: 111 Company Type:  
 Wausau, WI 54402-8070 Group Name: Liberty Mutual State ID Number:  
 Insurance  
 (877) 792-8728 ext. [Phone] FEIN Number: 36-3522250

-----

Liberty Mutual Insurance Company CoCode: 23043 State of Domicile: Massachusetts  
 PO BOX 8070 Group Code: 111 Company Type:  
 Wausau, WI 54402-8070 Group Name: Liberty Mutual State ID Number:  
 Insurance  
 (877) 792-8728 ext. [Phone] FEIN Number: 04-1543470

-----

Liberty Mutual Fire Insurance Company CoCode: 23035 State of Domicile: Wisconsin  
 PO Box 8070 Group Code: 111 Company Type:  
 Wausau, WI 54402-8070 Group Name: Liberty Mutual State ID Number:  
 Insurance  
 (877) 792-8728 ext. [Phone] FEIN Number: 04-1924000

-----

LM Insurance Corporation CoCode: 33600 State of Domicile: Illinois  
 PO Box 8070 Group Code: 111 Company Type:  
 Wausau, WI 54402-8070 Group Name: Liberty Mutual State ID Number:  
 Insurance  
 (877) 792-8728 ext. [Phone] FEIN Number: 04-3058504

-----

The First Liberty Insurance Corporation CoCode: 33588 State of Domicile: Illinois

SERFF Tracking Number: LWCM-128153293 State: Vermont  
 First Filing Company: Employers Insurance Company of Wausau, ... State Tracking Number: 59112  
 Company Tracking Number: CM-GLF-CW-005-12/CM-GLR-CW-015-12  
 TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability  
 Product Name: Commercial General Liability  
 Project Name/Number: Commercial General Liability Enhancement Endorsement for Contractors /CM-GLF-CW-005-12/CM-GLR-CW-015-12

PO Box 8070 Group Code: 111 Company Type:  
 Wausau, WI 54402-8070 Group Name: Liberty Mutual State ID Number:  
 Insurance  
 (877) 792-8728 ext. [Phone] FEIN Number: 04-3058503

-----  
 Liberty Insurance Corporation CoCode: 42404 State of Domicile: Illinois  
 PO BOX 8070 Group Code: 111 Company Type:  
 Wausau, WI 54402-8070 Group Name: Liberty Mutual State ID Number:  
 Insurance  
 (877) 792-8728 ext. [Phone] FEIN Number: 03-0316876

-----

## Filing Fees

Fee Required? Yes  
 Fee Amount: \$575.00  
 Retaliatory? Yes  
 Fee Explanation: \$225. – co 1  
 \$ 50 – co 2  
 \$ 50. – co 5 (Per Form)  
 \$ 50. - co 6 (Per Form)  
 \$ 50.– co 7 (Per Form)  
 \$ 50 – co C  
 \$ 50 – co J  
 \$ 50 – co K  
 \$575. Total  
 Per Company: Yes

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Employers Insurance Company of Wausau	\$50.00	03/20/2012	57313072
Wausau Underwriters Insurance Company	\$50.00	03/20/2012	57313073
Wausau Business Insurance Company	\$50.00	03/20/2012	57313074
Liberty Mutual Insurance Company	\$225.00	03/20/2012	57313075
Liberty Mutual Fire Insurance Company	\$50.00	03/20/2012	57313076
LM Insurance Corporation	\$50.00	03/20/2012	57313077
The First Liberty Insurance Corporation	\$50.00	03/20/2012	57313078

SERFF Tracking Number: LWCM-128153293 State: Vermont  
First Filing Company: Employers Insurance Company of Wausau, ... State Tracking Number: 59112  
Company Tracking Number: CM-GLF-CW-005-12/CM-GLR-CW-015-12  
TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability  
Product Name: Commercial General Liability  
Project Name/Number: Commercial General Liability Enhancement Endorsement for Contractors /CM-GLF-CW-005-12/CM-GLR-CW-015-12  
Liberty Insurance Corporation \$50.00 03/20/2012 57313079

SERFF Tracking Number: LWCM-128153293 State: Vermont  
First Filing Company: Employers Insurance Company of Wausau, ... State Tracking Number: 59112  
Company Tracking Number: CM-GLF-CW-005-12/CM-GLR-CW-015-12  
TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability  
Product Name: Commercial General Liability  
Project Name/Number: Commercial General Liability Enhancement Endorsement for Contractors /CM-GLF-CW-005-12/CM-GLR-CW-015-12

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Rosemary Raszka	03/26/2012	03/26/2012

SERFF Tracking Number: LWCM-128153293 State: Vermont  
First Filing Company: Employers Insurance Company of Wausau, ... State Tracking Number: 59112  
Company Tracking Number: CM-GLF-CW-005-12/CM-GLR-CW-015-12  
TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability  
Product Name: Commercial General Liability  
Project Name/Number: Commercial General Liability Enhancement Endorsement for Contractors /CM-GLF-CW-005-12/CM-GLR-CW-015-12

## Disposition

Disposition Date: 03/26/2012  
Effective Date (New): 03/26/2012  
Effective Date (Renewal): 03/26/2012  
Status: Approved  
Comment:

Rate data does NOT apply to filing.

### Overall Rate Information for Multiple Company Filings

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

SERFF Tracking Number: LWCM-128153293 State: Vermont  
 First Filing Company: Employers Insurance Company of Wausau, ... State Tracking Number: 59112  
 Company Tracking Number: CM-GLF-CW-005-12/CM-GLR-CW-015-12  
 TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability  
 Product Name: Commercial General Liability  
 Project Name/Number: Commercial General Liability Enhancement Endorsement for Contractors /CM-GLF-CW-005-12/CM-GLR-CW-015-12

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Commercial Lines Property & Casualty Certification Checklist		Yes
Supporting Document	Compliance Certification		Yes
Supporting Document	CGL INVENTORY Enh Form CM-GLF-CW-005-12 LC 04 43		Yes
Form	COMMERCIAL GENERAL LIABILITY ENHANCEMENT FOR CONTRACTORS		Yes
Rate	Commercial General Liability Enhancement for Contractors LC 04 43		Yes



SERFF Tracking Number: LWCM-128153293 State: Vermont  
 First Filing Company: Employers Insurance Company of Wausau, ... State Tracking Number: 59112  
 Company Tracking Number: CM-GLF-CW-005-12/CM-GLR-CW-015-12  
 TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability  
 Product Name: Commercial General Liability  
 Project Name/Number: Commercial General Liability Enhancement Endorsement for Contractors /CM-GLF-CW-005-12/CM-GLR-CW-015-12

## Form Schedule

Schedule Item Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
	COMMERCIAL GENERAL LIABILITY ENHANCEMENT FOR CONTRACTORS	LC 04 43 05 12	05-12	Endorsement/Amendment/Conditions New		0.000	LC 04 43 05 12 - CGL Enhancement For Contractors FINAL.pdf

Policy Number  
Issued by

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

**COMMERCIAL GENERAL LIABILITY ENHANCEMENT FOR CONTRACTORS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Index of modified items:

- Item 1. **Reasonable Force**
- Item 2. **Non-Owned Watercraft Extension**
- Item 3. **Damage To Premises Rented To You - Expanded Coverage**
- Item 4. **Bodily Injury To Co-Employees**
- Item 5. **Health Care Professionals As Insureds**
- Item 6. **Knowledge Of Occurrence**
- Item 7. **Notice Of Occurrence**
- Item 8. **Unintentional Errors And Omissions**
- Item 9. **Bodily Injury Redefinition**
- Item 10. **Supplementary Payments – Increased Limits**
- Item 11. **Property In Your Care, Custody Or Control**
- Item 12. **Mobile Equipment Redefinition**
- Item 13. **Newly Formed Or Acquired Entities**
- Item 14. **Blanket Additional Insured Where Required By Written Contract**
  - Lessors of Leased Equipment
  - Managers or Lessors of Premises
  - Mortgagees, Assignees or Receivers
  - Owners, Lessees or Contractors
  - Architects, Engineers or Surveyors
  - Any Person or Organization
- Item 15. **Blanket Additional Insured – Grantors Of Permits**
- Item 16. **Waiver Of Right Of Recovery By Written Contract Or Agreement**
- Item 17. **Other Insurance Amendment**
- Item 18. **Contractual Liability - Railroads**

Item 1. **Reasonable Force**

Exclusion a. of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

a. Expected Or Intended Injury

"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.

Item 2. **Non-Owned Watercraft Extension**

Paragraph (2) of Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability is 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;

**Item 3. Damage To Premises Rented To You - Expanded Coverage**

- A. The final paragraph of 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

- B. Paragraph 6. of Section III – Limits Of Insurance is replaced by the following:

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

The Damage To Premises Rented To You Limit is the greater of:

- a. \$300,000; or
- b. The Damage To Premises Rented To You Limit shown on the Declarations.

- C. Paragraph 9.a. of the definition of "insured contract" in Section V – Definitions is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

- D. The paragraph immediately following Paragraph (6) of exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage) to premises, including the contents of such 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.

**Item 4. Bodily Injury To Co-Employees**

- A. Paragraph 2. of Section II - Who Is An Insured is amended to include:

Each of the following is also an insured:

Your supervisory or management "employees" (other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company)) are insureds while in the course of their employment or while performing duties related to the conduct of your business with respect to "bodily injury":

- (1) To you;
- (2) To your partners or members (if you are a partnership or joint venture);

- (3) To your members (if you are a limited liability company); or
- (4) To a co-"employee" or "volunteer worker" while that co-"employee" or "volunteer worker" is either in the course of his or her employment by you or while performing duties related to the conduct of your business (including participation in any recreational activities sponsored by you).

Your "employees" (other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company)) or "volunteer workers" are insureds while in the course of their employment or while performing duties related to the conduct of your business for a Good Samaritan Act that results in "bodily injury":

- (1) To you;
- (2) To your partners or members (if you are a partnership or joint venture);
- (3) To your members (if you are a limited liability company); or
- (4) To a co-"employee" or "volunteer worker" while that co-"employee" or "volunteer worker" is either in the course of his or her employment by you or while performing duties related to the conduct of your business (including participation in any recreational activities sponsored by you).

A Good Samaritan Act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

However, none of these "employees" (including supervisory or management "employees") or "volunteer workers" are insureds for the providing or failure to provide professional health care services.

- B. The insurance provided by this Item 4. will not apply if the injured person's sole remedy for such injury is provided under a workers' compensation law or any similar law.
- C. Other Insurance

The insurance provided by this Item 4. is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

#### Item 5. **Health Care Professionals As Insureds**

- A. Paragraphs 2.a.(1)(a) and (d) of Section II - Who Is An Insured do not apply to "bodily injury" or "personal and advertising injury" arising out of the providing of or failure to provide professional health care services by any "employee" or "volunteer" of the Named Insured who is a "designated health care provider" if the "bodily injury" or "personal and advertising injury" occurs in the course and scope of the "designated health care provider's" employment by the Named Insured.
- B. With respect to "employees" and "volunteer workers" providing professional health care services, the following exclusions are added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

- (1) Liability assumed under an "insured contract" or any other contract or agreement;
- (2) Liability arising out of the providing of professional health care services in violation of law;
- (3) Liability arising out of the providing of any professional health care services while in any degree under the influence of intoxicants or narcotics;

- (4) Liability arising out of any dishonest, fraudulent, malicious or knowingly wrongful act or failure to act; or
- (5) Punitive or exemplary damages, fines or penalties.

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

"Designated health care provider" means any "employee" or "volunteer worker" of the Named Insured whose duties include providing professional health care services, including but not limited to doctors, nurses, emergency medical technicians or designated first aid personnel.

D. Other Insurance

The insurance provided by this Item 5. is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

#### Item 6. **Knowledge Of Occurrence**

Knowledge of an "occurrence" by your agent, servant or "employee" will not in itself constitute knowledge by you unless your "executive officer" or "employee" or other third party designated by you to notify us of "occurrences" has knowledge of the "occurrence".

#### Item 7. **Notice Of Occurrence**

For purposes of Paragraph 2.a. of Section IV - Conditions, you refers to an "executive officer" of the Named Insured or to the "employee" designated by the insured to give us notice.

#### Item 8. **Unintentional Errors And Omissions**

Unintentional failure of the Named Insured to disclose all hazards existing at the inception of this policy shall not be a basis for denial of any coverage afforded by this policy. However, you must report such an error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

#### Item 9. **Bodily Injury Redefinition**

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

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; and
- b. Mental anguish, shock or humiliation arising out of injury as defined in Paragraph a. above. Mental anguish means any type of mental or emotional illness or distress.

#### Item 10. **Supplementary Payments - Increased Limits**

Paragraphs 1.b. and 1.d. of Section I - Supplementary Payments - Coverages A And B, are replaced by the following:

- b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

**Item 11. Property In Your Care, Custody Or Control**

A. Paragraphs (3) and (4) of exclusion j. of Section I – Coverage A – Bodily Injury and Property Damage Liability only apply to:

1. "Property damage" to borrowed equipment, or
2. "Property damage" to property in your care, custody and control while in transit.

B. This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

C. Limits of Insurance

Subject to Paragraphs 2., 3., and 5. of Section III – Limits Of Insurance, the most we will pay for insurance provided by Paragraph A., above is:

\$10,000 Each Occurrence Limit

\$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one "occurrence" regardless of the number of persons or organizations who sustain damage because of that "occurrence".

The Aggregate Limit is the most we will pay for the sum of all damages under this Item 11.

**Item 12. Mobile Equipment Redefinition**

The definition of "Mobile Equipment" in Section V – Definitions is amended to include self-propelled vehicles with permanently attached equipment less than 1000 pounds gross vehicle weight that are primarily designed for:

- (1) Snow removal;
- (2) Road Maintenance, but not construction or resurfacing; or
- (3) Street cleaning.

**Item 13. Newly Formed Or Acquired Entities**

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

3. Any organization, other than a partnership or joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest will qualify as a Named Insured if there is no other similar insurance available to that organization.

a. Coverage under this provision is afforded only until:

- (1) The 180th day after you acquire or form the organization;
- (2) Separate coverage is purchased for the organization; or
- (3) The end of the policy period,

whichever is earlier.

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**Item 14. Blanket Additional Insured Where Required By Written Contract**

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

e. Additional Insured by Written Contract or Written Agreement

The following are insureds under the policy when you have agreed in a written contract or written agreement to provide them coverage as additional insureds under your policy:

- (1) **Lessors of Leased Equipment:** The person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- (2) **Managers or Lessors of Premises:** Any manager or lessor of premises leased to you in which the written lease agreement obligates you to procure additional insured coverage.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your "employees", your agents or your subcontractors. There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out the additional insured's sole negligence.

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land; or
  - (b) Any premises for which coverage is excluded by endorsement.
- (3) **Mortgagees, Assignees or Receivers:** Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
  - (4) **Owners, Lessees or Contractors:** any person(s) or organization(s) to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of your "employees", your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period

of time required by the written agreement and only for liability caused, in whole or in part, by your acts or omissions or the acts or omissions of your "employees", your agents, or your subcontractors.

There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out the additional insured's sole negligence.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

(5) **Architects, Engineers or Surveyors:** any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

(6) **Any Person or Organization Other Than a Joint Venture:** Any person or organization (other than a joint venture of which you are a member) for whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (a) In the performance of your ongoing operations; or
- (b) In connection with premises owned by you.

This insurance does not apply to:

1. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf;
2. Any person or organization whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specification or the performance of any other professional services by such person or organization; or
3. Any person or organization more specifically covered in Paragraphs e.(1) through (5) above.



The insurance afforded to any person or organization as an insured under this Paragraph 2.e.:

- (1) Applies only to coverage and minimum limits of insurance required by the written agreement or written contract, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy;
- (2) Does not apply to any person or organization for any "bodily injury", "property damage" or "personal and advertising injury" if any other additional insured endorsement attached to this policy applies to that person or organization with regard to the "bodily injury", "property damage" or "personal and advertising injury";
- (3) Applies only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed, subsequent to the execution of the written agreement; and
- (4) Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs, or at the time the offense giving rise to the "personal and advertising injury" is committed.

**Item 15. Blanket Additional Insured – Grantors Of Permits**

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

Any state, municipality or political subdivision with respect to any operations performed by you or on your behalf, or in connection with premises you own, rent or control and to which this insurance applies, for which the state, municipality or political subdivision has issued a permit.

However, this insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision;
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
3. "Bodily injury", "property damage" or "personal and advertising injury", unless negligently caused, in whole or in part, by you or those acting on your behalf.

**Item 16. Waiver Of Right Of Recovery By Written Contract Or Agreement**

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery because of payments we make under this policy for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" that we may have against any person or organization with whom you have agreed in a written contract or agreement to waive your rights of recovery but only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed subsequent to the execution of the written contract or agreement.

**Item 17. Other Insurance Amendment**

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person or organization that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV – Conditions will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV – Conditions will govern. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

**Item 18. Contractual Liability – Railroads**

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

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire 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; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failing to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

SERFF Tracking Number: LWCM-128153293 State: Vermont  
 First Filing Company: Employers Insurance Company of Wausau, ... State Tracking Number: 59112  
 Company Tracking Number: CM-GLF-CW-005-12/CM-GLR-CW-015-12  
 TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability  
 Product Name: Commercial General Liability  
 Project Name/Number: Commercial General Liability Enhancement Endorsement for Contractors /CM-GLF-CW-005-12/CM-GLR-CW-015-12

## Rate/Rule Schedule

Schedule Item	Exhibit Name:	Rule # or Page	Rate Action	Previous State Filing Attachments
Status:		#:		Number:
	Commercial General Liability Enhancement for Contractors LC 04 43	Edition 05 12	New	CGL Enhancement for Contractors Usage Rule.pdf

## **Commercial General Liability Enhancement for Contractors**

### **LC 04 43**

This endorsement provides coverage commonly requested by Contractor policyholders.

Premium for this endorsement will be based on 2.0% of the GL policy premium subject to a \$500 minimum annual premium.

SERFF Tracking Number: LWCM-128153293 State: Vermont  
First Filing Company: Employers Insurance Company of Wausau, ... State Tracking Number: 59112  
Company Tracking Number: CM-GLF-CW-005-12/CM-GLR-CW-015-12  
TOI: 17.0 Other Liability-Occ/Claims Made Sub-TOI: 17.0001 Commercial General Liability  
Product Name: Commercial General Liability  
Project Name/Number: Commercial General Liability Enhancement Endorsement for Contractors /CM-GLF-CW-005-12/CM-GLR-CW-015-12

## Supporting Document Schedules

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Commercial Lines Property & Casualty Certification Checklist		
<b>Comments:</b>		
<b>Attachment:</b> Checklist VT F1027.pdf		

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Compliance Certification		
<b>Comments:</b>		
<b>Attachment:</b> Cert VT F1026 Compliance.pdf		

	Item Status:	Status Date:
<b>Satisfied - Item:</b> CGL INVENTORY Enh Form CM-GLF-CW-005-12 LC 04 43		
<b>Comments:</b>		
<b>Attachment:</b> Form Inventory - CGL Enhancements Contractor.pdf		

STATE OF VERMONT  
INSURANCE DIVISION

**COMMERCIAL LINES PROPERTY & CASUALTY CERTIFICATION CHECKLIST**

Policy Provision	REFERENCE	COMMENTS	Requirement Satisfied
<b>Cancellation, Non-Renewal, Renewal</b>	Title 8, § 3879 – 3883 and 4711 – 4715.	Applicable to all lines except “Special Events” (i.e. Hole-in-One) Travel, or other single term non-renewable policies of limited duration.	Satisfied in current filing <input type="checkbox"/> Satisfied in previous filing* <input type="checkbox"/> Not Applicable to this line <input checked="" type="checkbox"/>
<b>Defense Within Limits</b>	Department requirement.	Not permitted for any Liability lines. Department will consider separate defense limit equal to the limit of liability.	Satisfied in current filing <input type="checkbox"/> Satisfied in previous filing* <input type="checkbox"/> Not Applicable to this line <input checked="" type="checkbox"/>
<b>Defense Within Deductible / Insured Retention</b>	Department requirement.	Not permitted for any Liability lines. <b>Exception:</b> where the deductible or retention does not contribute to reducing the available policy limit.	Satisfied in current filing <input type="checkbox"/> Satisfied in previous filing* <input type="checkbox"/> Not Applicable to this line <input checked="" type="checkbox"/>
<b>Pollution Liability</b>	Insurance Bulletin 111.	Pollution liability exclusions prohibited per Bulletin 111. This requirement is applicable to all liability lines, including but not limited to coverage such as, asbestos, lead, silica, MBTE, etc.  Exceptions available based on approval of individual risk “consent to rate” filings as outlined in Bulletin 111.	Satisfied in current filing <input type="checkbox"/> Satisfied in previous filing* <input type="checkbox"/> Not Applicable to this line <input checked="" type="checkbox"/>
<b>Binding Arbitration / Binding Appraisal</b>	Department requirement.	Prohibited for all lines. Binding arbitration is not permitted if the process can be demanded unilaterally, as it may deprive the insured of access to the court. Binding arbitration is approvable only if both parties agree to the arbitration process.	Satisfied in current filing <input type="checkbox"/> Satisfied in previous filing* <input type="checkbox"/> Not Applicable to this line <input checked="" type="checkbox"/>
<b>Misrepresentation &amp; Fraud Policy Language – Voiding Policy</b>	Title 8, § 3879 and § 4711.	Applicable to all lines. If an Insured obtains a policy through fraud or material misrepresentation, that policy may be voided.  For fraud or material misrepresentation in the presentation of a claim, the claim may be denied and the policy may be cancelled but not voided.	Satisfied in current filing <input type="checkbox"/> Satisfied in previous filing* <input type="checkbox"/> Not Applicable to this line <input checked="" type="checkbox"/>
<b>Fraud Warning in Applications</b>	Title 8, § 4205 and § 4711.	Applicable to all lines. Vermont does not allow a fraud warning to state that a person who makes false statements on an application “commits” a fraudulent insurance act since the question of guilt is a determination for a court. As an alternative, it would be acceptable to use: “Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.”	Satisfied in current filing <input type="checkbox"/> Satisfied in previous filing* <input type="checkbox"/> Not Applicable to this line <input checked="" type="checkbox"/>
<b>Insured - Civil Union Requirements</b>	Regulation IH-2000-01 and Bulletin 127.	Applicable to all lines. Where the terms “spouse” or “family member” appear in the forms, please confirm that a Vermont “Civil Union” endorsement will be attached to the policies.  <b>Note:</b> inclusion of “Domestic Partner” is not a substitute for our “Civil Union” coverage requirement	Satisfied in current filing <input type="checkbox"/> Satisfied in previous filing* <input type="checkbox"/> Not Applicable to this line <input checked="" type="checkbox"/>
<b>Optional Extended Reporting Periods</b>	Department requirement.	Applicable to Claims-Made Liability lines. The Optional Extended Reporting Period must either reinstate the policy limit or must have a separate limit of liability equal to that of the expiring or expired policy.	Satisfied in current filing <input type="checkbox"/> Satisfied in previous filing* <input type="checkbox"/> Not Applicable to this line <input checked="" type="checkbox"/>
<b>Uninsured/Underinsured Motorist</b>	Title 23, § 941.	Mandatory on all policies providing auto liability coverage, including Commercial Umbrella. Regardless of insured’s UM/UIM limits choices on the underlying policy, the umbrella must provide either the umbrella policy limit or reduced limit option down to a minimum requirement of \$50,000/\$100,000 BI limit.	Satisfied in current filing <input type="checkbox"/> Satisfied in previous filing* <input type="checkbox"/> Not Applicable to this line <input checked="" type="checkbox"/>

Policy Provision	REFERENCE	COMMENTS	Requirement Satisfied
(a) Rates	Title 8, § 4688 (a).	(a) Rates – Unsupported (a) rates not allowed. At a minimum, company must furnish rating guidelines and methodology. Simply indicating that (a) rating applies is not acceptable.	Satisfied in current filing <input type="checkbox"/> Satisfied in previous filing* <input type="checkbox"/> Not Applicable to this line <input checked="" type="checkbox"/>

**\*The checklist requirement, if applicable, must be satisfied in the submitted filing itself or satisfied in a previous filing that will be used with the submitted filing (e.g., a Vermont amendatory endorsement). If the requirement is satisfied in a previous filing that will be used with the submitted filing, you must provide the state tracking number and approval date of the previous filing and, if the previous filing contains an amendatory endorsement, provide a copy of the endorsement itself. (Source: Regulation I-2010-3, Property and Casualty Insurance Filing Procedures, Section 6(G)(2)(e) and Section 7(l)).**

**This new checklist is being promulgated coincidentally with the Regulation I-2010-03 effective May 15, 2011.**

**Vermont Insurance Division**  
**Commercial Lines Property & Casualty Certification Program**  
**Compliance Certification**

Insurer: Employers Insurance Company of Wausau, Wausau Underwriters Insurance Company, Wausau Business Insurance Company, Liberty Mutual Insurance Company, Liberty Mutual Fire Insurance Company, LM Insurance Corporation, The First Liberty Insurance Corporation, Liberty Insurance Corporation

SERFF Tracking Number: LWCM-128153293

I, Luann Benetti, am employed by the above-referenced Insurer and am authorized to make this certification on its behalf. I do hereby certify that I am knowledgeable as to the current Vermont laws, Vermont Rules and Regulations, Vermont Bulletins, and applicable filing requirements and product standards as set forth in the attached checklist and in the Rates and Forms section of the Vermont Insurance Division website. To my knowledge and belief, I hereby certify that the contents of this filing are in compliance with such laws, rules, regulations, bulletins and other Vermont filing requirements.

I understand that the Vermont Insurance Department will materially rely on this certification in reviewing this Filing. I further understand that should it be determined that the Product Filing does not comply with the applicable, laws, rules, regulations, bulletins and other Vermont filing requirements, or that this certification is false, misleading, or incorrect, any non-compliant policy provisions will have no legal effect and will be unenforceable, and the Vermont Insurance Department may take appropriate action against the insurer, including action under the applicable provisions of the Insurance Trade Practices Act.

Signature: *Luann K. Benetti* of Authorized Representative Certifying on Behalf of the Insurer

Date of Signature: 03/20/2012

Printed Name: Luann Benetti

Title: Senior State Filings Analyst

Mailing Address: PO Box 8070, Wausau WI 54402-8070

Direct Telephone Number: 877-792-8728 ext 7526

Email Address: luann.benetti@libertymutual.com



Form Number / Edition Date	Replaces Form Number	Form Title	Intent / Purpose	Prior Project #	Optional/ Mandatory	Restrict/ Broaden	Additional Premium Charge
LC 04 43 05 12	NA	COMMERCIAL GENERAL LIABILITY ENHANCEMENT FOR CONTRACTORS	provides coverage commonly requested by Contractor policyholders.	N/A	Optional	Broadens	2.0% of GL policy premium subject to a \$500 minimum annual premium