

State: New York **First Filing Company:** Pennsylvania Manufacturers' Association Insurance Company, ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability

Product Name: General Liability - Public Entities

Project Name/Number: New Independent Forms/Rates/Rules/ORSIU-GL-18

Filing at a Glance

Companies: Pennsylvania Manufacturers' Association Insurance Company
 Manufacturers Alliance Insurance Company
 Pennsylvania Manufacturers Indemnity Company

Product Name: General Liability - Public Entities

State: New York

TOI: 17.0 Other Liability-Occ/Claims Made

Sub-TOI: 17.0001 Commercial General Liability

Filing Type: Form/Rate/Rule

Date Submitted: 06/15/2019

SERFF Tr Num: OREP-131979383

SERFF Status: Closed-Approved

State Tr Num: R2019002196

State Status: Closed

Co Tr Num: ORSIU-GL-18

Effective Date: On Approval

Requested (New):

Effective Date: On Approval

Requested (Renewal):

Author(s): Jeremy Battles, Kevin Purcell, Kelly Gunning

Reviewer(s): Darlene Picard (primary)

Disposition Date: 09/10/2019

Disposition Status: Approved

Effective Date (New):

Effective Date (Renewal):

**This filing was provided as part of
 The New York Insurance ADVISOR
 Subscribe @ www.martincompanyus.com
 or call 800-896-8000**

State: New York **First Filing Company:** Pennsylvania Manufacturers' Association Insurance Company, ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability

Product Name: General Liability - Public Entities

Project Name/Number: New Independent Forms/Rates/Rules/ORSIU-GL-18

General Information

Project Name: New Independent Forms/Rates/Rules Status of Filing in Domicile: Pending
 Project Number: ORSIU-GL-18 Domicile Status Comments:
 Reference Organization: Reference Number:
 Reference Title: Advisory Org. Circular:
 Filing Status Changed: 09/10/2019
 State Status Changed: 09/10/2019 Deemer Date:
 Created By: Kevin Purcell Submitted By: Kevin Purcell
 Corresponding Filing Tracking Number:

Filing Description:

Pennsylvania Manufacturers' Association Insurance Company (PMA), Pennsylvania Manufacturers Indemnity Company (PMI), and Manufacturers Alliance Insurance Company (MAICO) are submitting this filing to introduce forms and a new rating plan for General Liability coverage for Governmental Entity risks.

Please note this is a resubmission of NY Tracking # R2019001229, which was disapproved by the Department on 5/7/19. All objections from this previous filing have been addressed in the "Resubmission Memorandum" document included in this filing.

Attached are the following:

- Independent Forms
- General Liability Exception Pages, CG-CW-PE (Edition 11.18)
- State Exception Pages, CG-NY-PE (Edition 06.19)
- Supporting Documentation including the Resubmission Memorandum

We ask that this filing become effective upon approval.

Company and Contact

Filing Contact Information

Kelly Gunning, kellygunning@ircllc.com
 231 W 29th Street, Suite 707 407-595-3218 [Phone]
 New York, NY 10001

State: New York **First Filing Company:** Pennsylvania Manufacturers' Association Insurance Company, ...
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability
Product Name: General Liability - Public Entities
Project Name/Number: New Independent Forms/Rates/Rules/ORSIU-GL-18

Filing Company Information

Pennsylvania Manufacturers' Association Insurance Company 380 Sentry Parkway Blue Bell, PA 19422 (610) 397-5222 ext. [Phone]	CoCode: 12262 Group Code: 150 Group Name: Old Republic Gen Ins Grp FEIN Number: 23-1642962	State of Domicile: Pennsylvania Company Type: State ID Number:
---	--	--

Manufacturers Alliance Insurance Company 380 Sentry Parkway Blue Bell, PA 19422 (610) 397-5222 ext. [Phone]	CoCode: 36897 Group Code: 150 Group Name: Old Republic Gen Ins Grp FEIN Number: 23-2086596	State of Domicile: Pennsylvania Company Type: State ID Number:
--	--	--

Pennsylvania Manufacturers Indemnity Company 380 Sentry Blue Bell, PA 19422 (610) 397-5222 ext. [Phone]	CoCode: 41424 Group Code: 150 Group Name: Old Republic Gen Ins Grp FEIN Number: 23-2217934	State of Domicile: Pennsylvania Company Type: State ID Number:
--	--	--

Filing Fees

Fee Required? No
 Retaliatory? No
 Fee Explanation:

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.: Yes

SERFF Tracking #:

OREP-131979383

State Tracking #:

R2019002196

Company Tracking #:

ORSIU-GL-18

State:

New York

First Filing Company:

Pennsylvania Manufacturers' Association Insurance Company, ...

TOI/Sub-TOI:

17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability

Product Name:

General Liability - Public Entities

Project Name/Number:

New Independent Forms/Rates/Rules/ORSIU-GL-18

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Darlene Picard	09/10/2019	09/10/2019

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Pending	Darlene Picard	08/07/2019	08/07/2019
Pending	Darlene Picard	07/19/2019	07/19/2019

Response Letters

Responded By	Created On	Date Submitted
Jeremy Battles	08/12/2019	08/12/2019
Jeremy Battles	08/02/2019	08/02/2019

State: New York **First Filing Company:** Pennsylvania Manufacturers' Association Insurance Company, ...
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability
Product Name: General Liability - Public Entities
Project Name/Number: New Independent Forms/Rates/Rules/ORSIU-GL-18

Disposition

Disposition Date: 09/10/2019

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment: This is in reference to your letter dated, June 15, 2019, submitting the captioned filing for approval and additional correspondence dated, August 2, 2019 and August 12, 2019, amending the filing.

The above captioned filing is approved in accordance with Article 23 of the New York Insurance Law, effective, the date of this letter.

Yours truly,

Linda A. Lacewell
 Superintendent of Financial Services

Darlene A. Picard
 Associate Insurance Examiner
 Property Bureau – 6th Floor
 212-480-5555
 Darlene.Picard@dfs.ny.gov

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	Number of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where req'd):	Minimum % Change (where req'd):
Pennsylvania Manufacturers' Association Insurance Company	0.000%	0.000%	\$0	0	\$0	0.000%	0.000%
Manufacturers Alliance Insurance Company	0.000%	0.000%	\$0	0	\$0	0.000%	0.000%
Pennsylvania Manufacturers Indemnity Company	0.000%	0.000%	\$0	0	\$0	0.000%	0.000%

State: New York **First Filing Company:** Pennsylvania Manufacturers' Association Insurance Company, ...
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability
Product Name: General Liability - Public Entities
Project Name/Number: New Independent Forms/Rates/Rules/ORSIU-GL-18

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

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Explanatory Memorandum		Yes
Supporting Document	Commercial Liability Insurance Review Standards Checklist		Yes
Supporting Document	Commercial Liability Insurance Form Filing Compliance Questionnaire		Yes
Supporting Document	Commercial Lines Cancellation & Nonrenewal Form Filing Compliance Questionnaire (NYIL 3426)		Yes
Supporting Document	Defense-Within-Limits Policies Form Filing Compliance Questionnaire		Yes
Supporting Document	Claims-Made Policies Form Filing Compliance Questionnaire		Yes
Supporting Document	Side-By-Side Comparisons		Yes
Supporting Document	Sexual harassment coverage requirements		Yes
Supporting Document	Prior Acts Coverage with an Occurrence Policy		Yes
Supporting Document	Worldwide Coverage provisions or Endorsements		Yes
Supporting Document	Rates and/or Rating Plans		Yes
Supporting Document	Filing Authorization Letter		Yes
Supporting Document	Response Letter 8/2		Yes
Form	PUBLIC ENTITY GENERAL LIABILITY COVERAGE PART DECLARATIONS		Yes
Form	PUBLIC ENTITY GENERAL LIABILITY COVERAGE FORM		Yes
Form	AMENDMENT – AGGREGATE LIMITS OF INSURANCE (PER LOCATION)		Yes
Form	ASBESTOS EXCLUSION		Yes
Form	ATHLETIC OR SPORTS PARTICIPANTS EXCLUSION		Yes
Form	CAMPS OR CAMPGROUNDS EXCLUSION		Yes
Form	DAM FAILURE EXCLUSION		Yes
Form	DEDUCTIBLE LIABILITY INSURANCE		Yes

State: New York **First Filing Company:** Pennsylvania Manufacturers' Association Insurance Company, ...
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability
Product Name: General Liability - Public Entities
Project Name/Number: New Independent Forms/Rates/Rules/ORSIU-GL-18

Schedule	Schedule Item	Schedule Item Status	Public Access
Form	DESIGNATED ONGOING OPERATIONS EXCLUSION		Yes
Form	ELECTROMAGNETICRADIATION EXCLUSION		Yes
Form	EMPLOYEE BENEFITS ADMINISTRATION ERRORS AND OMISSIONS COVERAGE EXCLUDING FIDUCIARY LIABILITY – NEW YORK		Yes
Form	EXISTENCE OF DAM, RESERVOIR, LAKE OR POND EXCLUSION		Yes
Form	FIREWORKSEXCLUSION		Yes
Form	LEAD EXCLUSION – NEW YORK		Yes
Form (revised)	LIQUOR LIABILITY EXCLUSION AMENDMENT – EXCEPTION FOR SCHEDULED ACTIVITIES		Yes
Form	LIQUOR LIABILITY EXCLUSION AMENDMENT – EXCEPTION FOR SCHEDULED ACTIVITIES		Yes
Form	EXCLUSION – MEDICAL PAYMENTS TO CHILDREN DAY CARE CENTERS		Yes
Form	EXCLUSION – MEDICAL PAYMENTS		Yes
Form	NO-FAULT SEWER BACK-UP COVERAGE AMENDMENT		Yes
Form	NURSES PROFESSIONAL LIABILITY		Yes
Form	PRIOR ACTS AMENDATORY ENDORSEMENT		Yes
Form	EXCLUSION – SERVICES FURNISHED BY PROFESSIONAL HEALTH CARE PROVIDERS		Yes
Form	PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION		Yes
Form	SEWER BACK-UP DEDUCTIBLE PROPERTY DAMAGE LIABILITY		Yes
Form	ABUSE OR MOLESTATION LIABILITY COVERAGE – NEW YORK		Yes
Form	SILICA OR SILICA-RELATED DUST EXCLUSION		Yes
Form	ABUSE ORMOLESTATION EXCLUSION		Yes
Form	SPECIFIC INCIDENTS EXCLUSION		Yes
Form	TRAMPOLINE EXCLUSION		Yes
Form (revised)	WATERCRAFT		Yes
Form	WATERCRAFT		Yes
Form	CHANGES – WHO IS AN INSURED (Boards, Commissions and Other Units Exception)		Yes

SERFF Tracking #:

OREP-131979383

State Tracking #:

R2019002196

Company Tracking #:

ORSIU-GL-18

State: New York **First Filing Company:** Pennsylvania Manufacturers' Association Insurance Company, ...
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability
Product Name: General Liability - Public Entities
Project Name/Number: New Independent Forms/Rates/Rules/ORSIU-GL-18

Schedule	Schedule Item	Schedule Item Status	Public Access
Form	AIRPORT PREMISES LIABILITY ENDORSEMENT		Yes
Form	FAILURE TO SUPPLY		Yes
Form	EXCLUSION – ACCESS TO OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION, DATA-RELATED LIABILITY AND INTERNET		Yes
Form	AMENDMENT – AGGREGATE LIMITS OF INSURANCE (PER PROJECT)		Yes
Form	GOVERNMENTAL SUBDIVISIONS AMENDATORY ENDORSEMENT		Yes
Form	ECONOMIC AND TRADE SANCTIONS CONDITION		Yes
Form	COMMON POLICY CONDITIONS		Yes
Form (revised)	NEW YORK CHANGES		Yes
Form	NEW YORK CHANGES		Yes
Form	NEW YORK CHANGES		Yes
Form	NEW YORK CHANGES		Yes
Rate	General Liability Countrywide Exception Pages		Yes
Rate (revised)	General Liability State Exception Pages		Yes
Rate	General Liability State Exception Pages		Yes

State: New York **First Filing Company:** Pennsylvania Manufacturers' Association Insurance Company, ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability

Product Name: General Liability - Public Entities

Project Name/Number: New Independent Forms/Rates/Rules/ORSIU-GL-18

Objection Letter

Objection Letter Status	Pending
Objection Letter Date	08/07/2019
Submitted Date	08/07/2019
Respond By Date	08/14/2019

Dear Kelly Gunning,

Introduction:

This is in reference to the above captioned filing.

Our Property Unit has the following comments and/or questions:

COMMON POLICY CONDITIONS

Item 2

Cancellation

Please note that the cancellation provision must comply with the requirements of Section 3426 of the New York Insurance Law as regards , cancellation, nonrenewal, and conditional renewal. Kindly amend.

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 7 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.

Yours truly,

Darlene A. Picard
Associate Insurance Examiner
Property Bureau – 6th Floor
212-480-5555
Darlene.Picard@dfs.ny.gov

Conclusion:

Sincerely,
Darlene Picard

State: New York **First Filing Company:** Pennsylvania Manufacturers' Association Insurance Company, ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability

Product Name: General Liability - Public Entities

Project Name/Number: New Independent Forms/Rates/Rules/ORSIU-GL-18

Objection Letter

Objection Letter Status	Pending
Objection Letter Date	07/19/2019
Submitted Date	07/19/2019
Respond By Date	08/05/2019

Dear Kelly Gunning,

Introduction:

This is in reference to your electronic SERFF submission dated, June 15, 2019, submitting the above captioned filing for approval.

We have the following comments and/or questions:

1. In reference to your response under objection #1. b). Please explain why there are two New York Changes forms (PGL 53 38 03 19, PGL 53 38 06 19) for Public Entity General Liability Coverage Form.
2. We note your response under objection #2. Kindly provide us with support for the selection of 1% credit for PGL 53 14 Liquor Liability Exclusion Amendment Exception for Scheduled Activities.
3. Exhibits JDG-1
Exclusion – Medical Payments To Children Day Care Centers, Scheduled Watercraft
Please be advised that the insurer must provide a detailed explanation of each area of judgment that was used in determining the proposed rating and a detailed explanation of the judgment process the company considered in determining the proposed rates, being as specific as possible.

Kindly note that additional questions may be forthcoming from our Property Unit.

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 15 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.

Yours truly,

Darlene A. Picard
Associate Insurance Examiner
Property Bureau – 6th Floor
212-480-5555
Darlene.Picard@dfs.ny.gov

Conclusion:

Sincerely,
Darlene Picard

State: New York **First Filing Company:** Pennsylvania Manufacturers' Association Insurance Company, ...
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability
Product Name: General Liability - Public Entities
Project Name/Number: New Independent Forms/Rates/Rules/ORSIU-GL-18

Response Letter

Response Letter Status Submitted to State
 Response Letter Date 08/12/2019
 Submitted Date 08/12/2019

Dear Darlene Picard,

Introduction:

In response to your objection:

Response 1

Comments:

Please see the attached endorsement.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes									
Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	NEW YORK CHANGES	PIL 01 30 02 19	02 19	END	New			PIL 01 30 02 19 NY Changes.pdf	Date Submitted: 08/12/2019 By: Jeremy Battles
<i>Previous Version</i>									
1	NEW YORK CHANGES	PGL 53 38 03 19	03 19	END	Withdrawn	Previous Filing Number:			Date Submitted: 08/02/2019 By: Jeremy Battles
<i>Previous Version</i>									
1	NEW YORK CHANGES	PGL 53 38 03 19	03 19	END	New			PGL 53 38 03 19 NY Changes.pdf	Date Submitted: 06/15/2019 By: Kevin Purcell

No Rate/Rule Schedule items changed.

SERFF Tracking #:

OREP-131979383

State Tracking #:

R2019002196

Company Tracking #:

ORSIU-GL-18

State:

New York

First Filing Company:

Pennsylvania Manufacturers' Association Insurance Company, ...

TOI/Sub-TOI:

17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability

Product Name:

General Liability - Public Entities

Project Name/Number:

New Independent Forms/Rates/Rules/ORSIU-GL-18

Conclusion:

Thank you.

Sincerely,

Jeremy Battles

State: New York **First Filing Company:** Pennsylvania Manufacturers' Association Insurance Company, ...
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability
Product Name: General Liability - Public Entities
Project Name/Number: New Independent Forms/Rates/Rules/ORSIU-GL-18

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	08/02/2019
Submitted Date	08/02/2019

Dear Darlene Picard,

Introduction:

This submission is in response to your July 19th objection letter. We've reviewed your objections and have the following responses:

Response 1

Comments:

Please see the attached response letter.

Changed Items:

Supporting Document Schedule Item Changes	
Satisfied - Item:	Response Letter 8/2
Comments:	
Attachment(s):	NY ORSIU-GL-18 - Response 8-2-19.pdf

State: New York **First Filing Company:** Pennsylvania Manufacturers' Association Insurance Company, ...
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability
Product Name: General Liability - Public Entities
Project Name/Number: New Independent Forms/Rates/Rules/ORSIU-GL-18

Form Schedule Item Changes										
Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments	Submitted
1	LIQUOR LIABILITY EXCLUSION AMENDMENT – EXCEPTION FOR SCHEDULED ACTIVITIES	PGL 53 14 06 18	06 18	END	Withdrawn	Previous Filing Number:		0.000		Date Submitted: 08/02/2019 By: Jeremy Battles
<i>Previous Version</i>										
1	LIQUOR LIABILITY EXCLUSION AMENDMENT – EXCEPTION FOR SCHEDULED ACTIVITIES	PGL 53 14 06 18	06 18	END	New			0.000	PGL 53 14 06 18 Liquor Liability Exclusion Amendment.pdf	Date Submitted: 06/15/2019 By: Kevin Purcell
2	WATERCRAFT	PGL 53 29 06 18	06 18	END	Withdrawn	Previous Filing Number:		0.000		Date Submitted: 08/02/2019 By: Jeremy Battles
<i>Previous Version</i>										
2	WATERCRAFT	PGL 53 29 06 18	06 18	END	New			0.000	PGL 53 29 06 18 Watercraft.pdf	Date Submitted: 06/15/2019 By: Kevin Purcell
3	NEW YORK CHANGES	PGL 53 38 03 19	03 19	END	Withdrawn	Previous Filing Number:				Date Submitted: 08/02/2019 By: Jeremy Battles
<i>Previous Version</i>										
3	NEW YORK CHANGES	PGL 53 38 03 19	03 19	END	New				PGL 53 38 03 19 NY Changes.pdf	Date Submitted: 06/15/2019 By: Kevin Purcell

SERFF Tracking #:

OREP-131979383

State Tracking #:

R2019002196

Company Tracking #:

ORSIU-GL-18

State: New York

First Filing Company: Pennsylvania Manufacturers' Association Insurance Company, ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability

Product Name: General Liability - Public Entities

Project Name/Number: New Independent Forms/Rates/Rules/ORSIU-GL-18

Rate Schedule Item Changes					
Item No.	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing Number	Date Submitted
1	General Liability State Exception Pages	CG-NY-PE-1 to 3 (Edition 08.19)	New		08/02/2019 By: Jeremy Battles
<i>Previous Version</i>					
1	General Liability State Exception Pages	CG-NY-PE-1 to 3 (Edition 06.19)	New		06/15/2019 By: Kevin Purcell

Conclusion:

Thank you.

Sincerely,

Jeremy Battles

State: New York

First Filing Company: Pennsylvania Manufacturers' Association Insurance Company, ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability

Product Name: General Liability - Public Entities

Project Name/Number: New Independent Forms/Rates/Rules/ORSIU-GL-18

Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		PUBLIC ENTITY GENERAL LIABILITY COVERAGE PART DECLARATIONS	PGL DS 53 06 18	06 18	DEC	New		0.000	PGL DS 53 06 18 Public Entity GL Coverage Part Declarations.pdf
2		PUBLIC ENTITY GENERAL LIABILITY COVERAGE FORM	PGL 53 00 06 18	06 18	PCF	New		0.000	PGL 53 00 06 18 Public Entity General Liability Coverage Form Occurrence Coverage.pdf
3		AMENDMENT – AGGREGATE LIMITS OF INSURANCE (PER LOCATION)	PGL 53 01 06 18	06 18	END	New		0.000	PGL 53 01 06 18 Amendment - Aggregate Limits of Insurance (Per Location).pdf
4		ASBESTOS EXCLUSION	PGL 53 02 06 18	06 18	END	New		0.000	PGL 53 02 06 18 Asbestos Exclusion.pdf
5		ATHLETIC OR SPORTS PARTICIPANTS EXCLUSION	PGL 53 03 06 18	06 18	END	New		0.000	PGL 53 03 06 18 Athletic or Sports Participants Exclusion.pdf
6		CAMPS OR CAMPGROUNDS EXCLUSION	PGL 53 04 06 18	06 18	END	New		0.000	PGL 53 04 06 18 Camp or Campgrounds Exclusion.pdf
7		DAM FAILURE EXCLUSION	PGL 53 05 06 18	06 18	END	New		0.000	PGL 53 05 06 18 Dam Failure Exclusion.pdf
8		DEDUCTIBLE LIABILITY INSURANCE	PGL 53 06 06 18	06 18	END	New		0.000	PGL 53 06 06 18 Deductible Liability Insurance.pdf
9		DESIGNATED ONGOING OPERATIONS EXCLUSION	PGL 53 07 06 18	06 18	END	New		0.000	PGL 53 07 06 18 Designated Ongoing Operations Exclusion.pdf

State: New York **First Filing Company:** Pennsylvania Manufacturers' Association Insurance Company, ...
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability
Product Name: General Liability - Public Entities
Project Name/Number: New Independent Forms/Rates/Rules/ORSIU-GL-18

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
10		ELECTROMAGNETIC RADIATION EXCLUSION	PGL 53 08 06 18	06 18	END	New			0.000	PGL 53 08 06 18 Electromagnetic Radiation Exclusion.pdf
11		EMPLOYEE BENEFITS ADMINISTRATION ERRORS AND OMISSIONS COVERAGE EXCLUDING FIDUCIARY LIABILITY – NEW YORK	PGL 53 42 03 19	03 19	END	New			0.000	PGL 53 42 03 19 NY Employee Benefits Admin E&O Cov Excl Fid Liab.pdf
12		EXISTENCE OF DAM, RESERVOIR, LAKE OR POND EXCLUSION	PGL 53 10 06 18	06 18	END	New			0.000	PGL 53 10 06 18 Existence of Dam Reservoir Lake or Pond Exclusion.pdf
13		FIREWORKSEXCLUSION	PGL 53 11 06 18	06 18	END	New			0.000	PGL 53 11 06 18 Fireworks Exclusion.pdf
14		LEAD EXCLUSION – NEW YORK	PGL 53 39 12 18	12 18	END	New				PGL 53 39 12 18 NY Lead Exclusion (PGL, PPE).pdf
15		LIQUOR LIABILITY EXCLUSION AMENDMENT – EXCEPTION FOR SCHEDULED ACTIVITIES	PGL 53 14 06 18	06 18	END	Withdrawn	Previous Filing Number:		0.000	
						Replaced Form Number:				
16		EXCLUSION – MEDICAL PAYMENTS TO CHILDREN DAY CARE CENTERS	PGL 53 15 06 18	06 18	END	New			0.000	PGL 53 15 06 18 Exclusion-Medical Payments to Children Day Care Centers.pdf
17		EXCLUSION – MEDICAL PAYMENTS	PGL 53 16 06 18	06 18	END	New			0.000	PGL 53 16 06 18 Exclusion-Medical Payments.pdf

State: New York **First Filing Company:** Pennsylvania Manufacturers' Association Insurance Company, ...
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability
Product Name: General Liability - Public Entities
Project Name/Number: New Independent Forms/Rates/Rules/ORSIU-GL-18

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
18		NO-FAULT SEWER BACK-UP COVERAGE AMENDMENT	PGL 53 17 06 18	06 18	END	New		0.000	PGL 53 17 06 18 No-Fault Sewer Back-Up Coverage Amendment.pdf
19		NURSES PROFESSIONAL LIABILITY	PGL 53 18 06 18	06 18	END	New		0.000	PGL 53 18 06 18 Nurses Professional Liability.pdf
20		PRIOR ACTS AMENDATORY ENDORSEMENT	PGL 53 19 06 18	06 18	END	New		0.000	PGL 53 19 06 18 Prior Acts Amendatory Endorsement.pdf
21		EXCLUSION – SERVICES FURNISHED BY PROFESSIONAL HEALTH CARE PROVIDERS	PGL 53 20 06 18	06 18	END	New		0.000	PGL 53 20 06 18 Exclusion-Services Furnished by Professional Health Care Providers.pdf
22		PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION	PGL 53 21 06 18	06 18	END	New		0.000	PGL 53 21 06 18 Punitive or Exemplary Exclusion.pdf
23		SEWER BACK-UP DEDUCTIBLE PROPERTY DAMAGE LIABILITY	PGL 53 22 06 18	06 18	END	New		0.000	PGL 53 22 06 18 Sewer Back-Up Deductible Property Damage Liability.pdf
24		ABUSE OR MOLESTATION LIABILITY COVERAGE – NEW YORK	PGL 53 43 03 19	03 19	END	New		0.000	PGL 53 43 03 19 NY Abuse or Molestation Liability Coverage.pdf
25		SILICA OR SILICA-RELATED DUST EXCLUSION	PGL 53 24 06 18	06 18	END	New		0.000	PGL 53 24 06 18 Silica or Silica-Related Dust Exclusion.pdf

State: New York
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability
Product Name: General Liability - Public Entities
Project Name/Number: New Independent Forms/Rates/Rules/ORSIU-GL-18
First Filing Company: Pennsylvania Manufacturers' Association Insurance Company, ...

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
26		ABUSE ORMOLESTATION EXCLUSION	PGL 53 25 06 18	06 18	END	New		0.000	PGL 53 25 06 18 Abuse or Molestation Exclusion.pdf
27		SPECIFIC INCIDENTS EXCLUSION	PGL 53 44 06 19	06 19	END	New		0.000	PGL 53 44 06 19 Specific Incidents Exclusion.pdf
28		TRAMPOLINE EXCLUSION	PGL 53 28 06 18	06 18	END	New		0.000	PGL 53 28 06 18 Trampoline Exclusion.pdf
29		WATERCRAFT	PGL 53 29 06 18	06 18	END	Withdrawn	<i>Previous Filing Number:</i> <i>Replaced Form Number:</i>	0.000	
30		CHANGES – WHO IS AN INSURED (Boards, Commissions and Other Units Exception)	PGL 53 30 06 18	06 18	END	New		0.000	PGL 53 30 06 18 Changes-Who Is An Insured.pdf
31		AIRPORT PREMISES LIABILITY ENDORSEMENT	PGL 53 31 06 18	06 18	END	New		0.000	PGL 53 31 06 18 Airport Premises Liability Endorsement.pdf
32		FAILURE TO SUPPLY	PGL 53 32 06 18	06 18	END	New		0.000	PGL 53 32 06 18 Failure to Supply.pdf
33		EXCLUSION – ACCESS TO OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION, DATA-RELATED LIABILITY AND INTERNET	PGL 53 34 06 18	06 18	END	New		0.000	PGL 53 34 06 18 Excl-Access to Discl of Confid or Pers Infor Data-Rel Liab and Internet.pdf
34		AMENDMENT – AGGREGATE LIMITS OF INSURANCE (PER PROJECT)	PGL 53 35 06 18	06 18	END	New		0.000	PGL 53 36 06 18 Governmental Subdivisions Amendatory Endorsement.pdf

SERFF Tracking #:

OREP-131979383

State Tracking #:

R2019002196

Company Tracking #:

ORSIU-GL-18

State: New York

First Filing Company: Pennsylvania Manufacturers' Association Insurance Company, ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability

Product Name: General Liability - Public Entities

Project Name/Number: New Independent Forms/Rates/Rules/ORSIU-GL-18

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
35		GOVERNMENTAL SUBDIVISIONS AMENDATORY ENDORSEMENT	PGL 53 36 06 18	06 18	END	New		0.000	PGL 53 36 06 18 Governmental Subdivisions Amendatory Endorsement.pdf
36		ECONOMIC AND TRADE SANCTIONS CONDITION	PIL 01 31 01 19	01 19	END	New		0.000	PIL 01 31 01 19 Economic & Trade Sanctions_NY.pdf
37		COMMON POLICY CONDITIONS	PIL 01 22 06 18	06 18	END	New		0.000	PIL 01 22 06 18 Common Policy Conditions.pdf
38		NEW YORK CHANGES	PIL 01 30 02 19	02 19	END	New			PIL 01 30 02 19 NY Changes.pdf
39		NEW YORK CHANGES	PGL 53 38 06 19	06 19	END	New			PGL 53 38 06 19 NY Changes.pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

POLICY NUMBER:

PUBLIC ENTITY GENERAL LIABILITY COVERAGE PART DECLARATIONS
PENNSYLVANIA MANUFACTURERS' ASSOCIATION INSURANCE
COMPANY

NAMED INSURED AND MAILING ADDRESS:
PRODUCER NAME AND MAILING ADDRESS
POLICY PERIOD: FROM TO At 12:01 A.M. Standard Time at the mailing address shown above.

This policy consists of the following coverage forms for which a limit of liability is shown; if no limit is shown, there is no coverage.

	LIMITS OF LIABILITY
Bodily Injury and Property Damage Limit	\$ _____
Personal Injury and Advertising Injury Limit	\$ _____
Fire, Lightning of Explosion Limit (Specified Perils)	\$ _____
Medical Payments	\$ _____
Products & Completed Operations Aggregate	\$ _____
General Aggregate Limit	\$ _____
Employee Benefits Liability – Each Employee	\$ _____
Employee Benefits Liability – Aggregate	\$ _____
Employee Benefits Liability – Deductible	\$ _____
Failure to Supply Limit	\$ _____
Deductible For Each Occurrence or Offense	\$ _____

FORMS AND ENDORSEMENTS

See Schedule of Forms and Endorsements

PUBLIC ENTITY GENERAL LIABILITY COVERAGE FORM

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

Throughout this policy, the words "you", and "your" and "Named Insured" refer to the entity identified as the "Named Insured" in the Declarations. The words "Insured" or "Insureds" refer to any person or organization qualifying as an "Insured" under **SECTION III - WHO IS AN INSURED**. The words "we", "us", "our" and "Company" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meanings. Refer to **SECTION VI - DEFINITIONS** and other provisions of this policy for such meanings.

SECTION I — COVERAGES

A. "BODILY INJURY", "PROPERTY DAMAGE" AND "PERSONAL AND ADVERTISING INJURY" LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply. We may at our discretion investigate any "occurrence" and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION IV — LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or medical expenses.

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

- b. This insurance applies to "bodily injury", "property damage" and "personal and advertising injury" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory" during the "policy period"; and
- (2) The "personal and advertising injury" is caused by an "offense" arising out of your operations that takes place in the "coverage territory" during the "policy period"; and
- (3) The "bodily injury", "property damage" or "personal and advertising injury" occurs during the "policy period"; and
- (4) Prior to the "policy period", no insured listed under Paragraph 1. of **SECTION III - WHO IS AN INSURED** and no insured authorized by you to give or receive notice of an occurrence" or "claim", knew or had reason to know that the "bodily injury" or "property damage" had occurred in whole or in part. If any such persons knew or had reason to know, prior to the "policy period", that the "bodily injury" or "property damage" occurred in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the "policy period" will be deemed to have known to have occurred prior to the "policy period".

- c. "Bodily injury" or "property damage" which occurs during the "policy period" and was not, prior to the "policy period", known to have occurred by any insured listed under Paragraph 1. of **SECTION III - WHO IS AN INSURED** or any person authorized by you to give or receive notice of an "occurrence" or "claim", includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the "policy period".

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of **SECTION III - WHO IS AN INSURED** or any insured authorized by you to give or receive notice of an "occurrence" or "claim":

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or "claim" for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

f. This insurance also applies to "personal and advertising injury" caused by an "offense" arising out of your operations; and caused by an "offense" committed in the course of advertising your goods, products or services; but only if such "offense" was committed in the "coverage territory" during the "policy period". This insurance does not apply to "personal and advertising injury" caused by an "offense" arising out of your operations if you are in the business of advertising, publishing, broadcasting or telecasting; or if such "offense" arises out of advertising, publishing, broadcasting or telecasting done for you by others who are in the business of advertising, publishing, broadcasting or telecasting.

2. "Deductible"

Damages, excluding "claims expenses", arising out of each "occurrence" or "offense", which would otherwise be payable under this insurance will be reduced by the "deductible", if any, shown on the Declarations of this policy. To settle any "claim" or "suit" we may pay all or any part of any "deductible" stated in this policy. If this happens, you must promptly reimburse us for such part of the "deductible amount as has been paid by us. Should we find it necessary to file "suit" seeking recovery for amounts paid by us with regard to a "deductible" which is to be reimbursed by you, it is agreed that you are responsible for all costs of collection, including reasonable attorney's fees and interests on the amount in question up to the full amount allowed by law.

3. Supplementary Payments

Supplementary Payments applies only to paragraph 1.a. of the Insuring Agreement. In addition to the Limit of Liability shown in the Declarations, we will pay with respect to any "claim" we investigate or settle, or any suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$2,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this policy applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit", including actual loss of earnings because of time off work, up to \$500 a day.
- e. All costs taxed against the insured in the "suit".
- f. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the Limits of insurance.

4. Defense

If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract", to the extent allowed by law;
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of that indemnitee, has also been assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" or "offense" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as **Supplementary Payments**. Notwithstanding the provisions of paragraph 2.b.(2) of **SECTION II — EXCLUSIONS**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as **Supplementary Payments** ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.

These payments will not reduce the Limits of Insurance.

B. MEDICAL PAYMENTS COVERAGE

- 1. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - a. On premises you own or rent;
 - b. On ways next to premises you own or rent; or
 - c. Because of your operations; provided that:
 - (1) The accident takes place in the "coverage territory" and during the "policy period";
 - (2) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- 2. We will pay, regardless of fault, reasonable medical expenses for:
 - a. First aid administered at the time of an accident;
 - b. Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - c. Necessary ambulance, hospital, professional nursing and funeral services.

The amount we will pay is limited as described in **SECTION IV—LIMITS OF LIABILITY**.

SECTION II — EXCLUSIONS

This insurance does not apply to:

1. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to:

- a. "Bodily injury" resulting from the use of reasonable force, if used within the insured's legal authority, to protect persons or property;
- b. "Bodily injury" and "property damage" resulting from an act by any insured which is performed within the insured's legal authority and is arising out of "emergency services actions" or "emergency training operations".

2. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- a. That the insured would have in the absence of the contract or agreement; or

- b. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

- (1) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
- (2) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged

3. Liquor Liability

- a. "Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

- b. This exclusion applies only if you are in the business or operations of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

- c. However, this exclusion does not apply to "bodily injury" or "property damage" arising out of the selling, serving or furnishing of alcoholic beverages at functions or activities that are:

- (1) Temporary in nature;
- (2) Not exceeding five (5) consecutive days in duration per activity or function; and
- (3) Sponsored by you.

4. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

5. Employer's Liability

- a. "Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of employment by the insured, or performing duties related to the conduct of the insured's operations; or
- (2) Any "volunteer worker", if you provide or are required to provide benefits for such person under any workers' compensation, disability benefits, or unemployment compensation law, or any similar law; or
- (3) A firefighter or policeman arising out of the course of employment by the insured, if you provide or are required to provide benefits for such person under any workers' compensation, disability benefits, or unemployment compensation law, or any similar law; or
- (4) The spouse, child, parent, brother or sister of that "employee" or "volunteer worker" as a consequence of paragraph (1), (2) or (3) above.

This exclusion applies:

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

This exclusion does not apply to liability assumed by the insured under an "insured contract", or to "bodily injury" directly arising out of the rendering or failure to render emergency aid or emergency paramedical services to an "employee" of the insured by any nurse, emergency medical technician or paramedic who is employed by the insured to provide such

6. Pollution

- a. To "bodily injury", "property damage", "personal and advertising injury", or any other injury, damage, loss, cost, expense, liability or legal obligation arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or potential presence in or introduction into the environment of any substance if such substance has, or is alleged to have, the effect of making the environment impure, harmful or dangerous; or any other such

**COMMERCIAL GENERAL LIABILITY
PGL 53 00 06 18**

substances that are considered a "pollutant". Environment includes any air, land, structure (or the air within), watercourse or other body of water, including underground water; or

b. To any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Any "claim" or "suit" by or on behalf of a government authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

c. Paragraph a. of this **Pollution** exclusion does not apply:

(1) Heating, Air Conditioning, Ventilation Systems

To "bodily injury" if sustained within a building which is owned or occupied by, or rented or loaned to, any insured and is caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests; or

(2) "Hostile Fire"

To "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

- (a) At any premises, site or location which is or was at any time used by any insured or others for the handling, storage, disposal, processing or treatment of waste; or
- (b) At any premises, site or location for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an

additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (c) At any premises, site or location on which any insured or other contractors or subcontractors working directly or indirectly on any insured's behalf, are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants" except to the extent coverage is provided in Paragraph **(3) Emergency Operations** below.

(3) Emergency Operations

To "bodily injury" or "property damage" which occurs or takes place as a result of your operations provided the "bodily injury" or "property damage" is not otherwise excluded in whole or part and arises out of the following:

- (a) Urgent response for the protection of property, human life, health or safety conducted away from premises owned by or rented to or regularly occupied by you;
- (b) "Emergency training operations" by you;
- (c) Water runoff from the cleaning of equipment used in "emergency services activities";

(4) "Mobile Equipment"

To "bodily injury" or "property damage" arising out of fuels, lubricants or other operating fluids needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, but only if:

- (a) The fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them; and
- (b) The fuels, lubricants or other operating fluids were not:
 - a. Intentionally discharged; or

- b. Brought on or to a premises, site or location with the intent to be discharged as part of the operations being performed by an insured, contractor or subcontractor.

(5) Road Treatment Chemicals

To "bodily injury" or "property damage" arising out of the application or use of sodium chloride, chloride calcium or other chemical products designed for the treatment of roads and other paved surfaces for weather conditions.

(6) Swimming Pools

To "bodily injury" or "property damage" arising out of the application or use of chlorine or other chemical products designed for the treatment of swimming pools.

(7) Pesticides or Herbicides

To "bodily injury" or "property damage" arising out of the application or use of pesticides or herbicides.

(8) Water Treatment

To "bodily injury" or "property damage" arising out of the usage, handling or storage of any chemical designed for use in the treatment of water or wastewater.

(9) Above Ground Tanks

To "bodily injury" or "property damage" arising out of any discharge, dispersal, release or escape of "pollutants" from an above ground storage tank, its facilities or piping with a storage tank capacity of 2,500 gallons or less while at a premises you own or legally occupy in the "coverage territory", but only if:

- (a) Such discharge, dispersal, release or escape of "pollutants" begins at an identified time and place during the "policy period"; and
- (b) Ends in its entirety, at an identified time within forty-eight (48) hours of the beginning of the discharge, dispersal, release or escape of the "pollutants".

(10) Water and Sewage Operations

- (a) To "bodily injury" or "property damage" arising out of water intended for human consumption, which is provided by the insured; or

- (b) To "property damage" to a building or its contents, or resulting "bodily injury", if such "property damage" or "bodily injury" is caused by the escape or back-up of sewage or waste water from any sewage treatment facility or fixed conduit or piping that you own, operate, lease, control or for which you have the right of way, but only if "property damage" occurs away from land you own or lease.

(11) Sudden and Accidental Discharge

Paragraphs c. (2), (3), (4), (5), (6), (7), (8), (9) and (10) of this Pollution exclusion only apply if:

- (a) The discharge is accidental, unintended and stopped as soon as possible; and
- (b) Only if such "bodily injury" or "property damage" did not occur as a result of corrosive or radioactive material or waste in the sewage.

The entirety of any discharge or series of related discharges will be deemed a single discharge regardless of the length of time over which the "pollutants" are released. The entirety of any discharge or series of related discharges will be deemed to have occurred at the date the earliest discharge commenced.

Discharge as used in this exclusion includes discharge, dispersal, seepage, migration, release or escape.

The exceptions to this Pollution exclusion only apply if the insured meets all standards of any statute, ordinance, regulation or license requirement of any Federal, state or local government relating to the application use, storage or handling of any chemical and the insured does not sell, apply, use, transport or store any chemical that is banned or listed as suspect by any federal, state or local government authority.

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

7. Underground Storage Tanks

"Bodily injury" or "property damage" arising out of any emission, discharge, dispersal, seepage, migration, release or escape directly from any underground storage tanks or facilities, or their piping. Underground storage tank means any storage tank, including any attached pumps, valves or piping, having at least 10% of it buried below the surface of the ground or water, or which, at any time, had been buried under the surface of the ground or water and then subsequently exposed by any means.

8. Dumps, Landfills and Hazardous Waste Premises

- a. "Bodily injury", "property damage" or "personal and advertising injury" resulting from or arising out of any premises, location or site that is or has ever been a dump (operating or non-operating), a sanitary landfill, chemical landfill, hazardous waste site, or any premises or site that is or has been designated as a Superfund site, including:
 - (1) Operations on those premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of such premises, or
 - (2) Goods or products manufactured at, or distributed from such premises.
- b. "Bodily injury," "property damage" or "personal and advertising injury" resulting from or arising out of:
 - (1) Operations on those premises in a. above or elsewhere, which are necessary or incidental to the ownership, maintenance or use of such premises, including but not limited to, the storage, disposal, processing or treatment of waste materials; or
 - (2) Goods or products manufactured at, or distributed from such premises; or
 - (3) Any property that is or has been sealed off, closed, abandoned or alienated; or other action has been taken in compliance with any statute, ordinance or governmental regulation or directive requiring maintenance or monitoring during or after such sealing off, abandonment or closure.

However, this exclusion does not apply to:

- a. Your liability for "bodily injury" occurring on the premises or sites described in a.(1); or
- b. Your liability for "property damage" to non-owned autos on those premises or sites in a. (1).

9. Aircraft, Auto or Watercraft

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the "claims" against any insured allege negligence in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury", "property damage" or "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- a. A watercraft while ashore or on premises you own or rent;
 - b. A watercraft you do not own that is:
 - (1) Less than 51 feet long;
 - (2) Not being used to carry persons or property for a charge; and
 - (3) Not being used in any racing or stunting activity.
- This exception applies to any person, who with your express or implied consent, either uses or is responsible for the use of a watercraft;
- c. A watercraft you own that is:
 - (1) Powered by a motor or combination of motors of 100 horsepower or less; or
 - (2) Not powered by a motor.
 - d. Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to any insured;
 - e. Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft under 51 feet in length; or
 - f. Aircraft that is hired, chartered or loaned with a paid crew and not owned by any insured;

This exception does not apply if the insured has any other insurance for "bodily injury" or "property damage" that would apply to any aircraft that is hired, chartered or loaned with a paid crew, whether the other insurance is primary, excess, contingent or on any other basis.

- g.** "Bodily injury" or "property damage" arising out of the operation of any machinery or equipment:

(1) That is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or

(2) Listed in paragraphs **g. (2)** or **g. (3)** of the definition of "mobile equipment".

10. Airport Liability

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, operation, maintenance, licensure, permit, use or inspection of any premises or any portion of the premises that is used as an airport, airfield, runway, hangar, or other building or property used in aviation. This exclusion extends to the "loading or unloading" of any aircraft or ground support; or any use of control equipment associated with airfields, runways, hangars, including buildings or other properties used in aviation activities.

11. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- a.** The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- b.** The use of "mobile equipment" in, or while in practice or preparation for any prearranged racing, speed or demolition contest or in any stunting activity.

12. Attorneys' Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render "professional services" to any person or entity by any attorney who is either employed by you or performing work on your behalf in their capacity as an attorney.

13. Damage to Property

"Property damage":

- a.** Property you own, rent or occupy, including any costs or expenses incurred

by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

- b.** Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- c.** Property loaned to you;
- d.** Personal property in the care, custody or control of the insured;
- e.** 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
- f.** That particular part of any property that must be restored repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **a.**, **c.** and **d.** of this Damage to Property exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Specific Perils - Damage to Premises Rented To You as described in **SECTION IV — LIMITS OF INSURANCE.**

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

Paragraphs **c.** and **d.** of this exclusion do not apply to "mobile equipment" borrowed or commandeered by an insured in connection with "emergency services actions".

Paragraph **d.** of this exclusion does not apply to "property damage" to personal property belonging to anyone receiving service from any insured during an "emergency services action" because of loss by theft, physical damage or disappearance of such property during the period when "employees" or authorized "volunteer workers" of the insured arrive on the scene or while they are rendering service to others and ending when they either leave the scene, complete their service, or transfer care of a transported patient to others. This insurance does not apply to that portion of any loss for which the Named Insured has other valid and collectible insurance.

Paragraphs **e.** and **f.** of this exclusion do not apply to "property damage" resulting from actions taken to protect persons or property during "emergency services actions".

Paragraphs **c.**, **d.**, **e.** and **f.** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **c.**, **d.** and **f.** do not apply to the use of elevators. However, any such insurance afforded shall be excess over any property insurance (including any deductible) available to the insured.

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

14. Damage to "Your Product"

"Property damage" to "your product" arising out of it or any part of it.

15. Damage to "Your Work"

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

16. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- a.** A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b.** A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

17. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- a.** "Your product";
- b.** "Your work"; or
- c.** "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

18. Failure to Supply

"Bodily injury" or "property damage" arising out of the failure of any insured to adequately supply gas, oil, water, electricity or steam by any utility or municipal authority, whether owned or not by any insured.

This exclusion does not apply if the failure results from the sudden and accidental injury to tangible property owned or used by any insured to procure, produce, process or transmit the gas, oil, water, electricity or steam.

This exclusion does not apply if there is a limit shown on the Declarations extending coverage for Failure to Supply to a designated utility service. However, this exception does not apply if the failure to provide such utility service is due to lack of maintenance or improper care of mains, grids, poles or any equipment; inadequate power source if such inadequacy was known to the Insured prior to the "occurrence" and the Insured did not take steps to correct such inadequacy; or due to breach of an "insured contract".

19. Employment Related Practices

"Bodily injury", "property damage" or "personal and advertising injury" to:

- a.** Any person, or any class of persons, arising out of any:
 - (1)** Type of employment-related practices, policies, acts or omissions, including but not limited to, coercion, demotion, evaluation, reassignment, malicious prosecution, discipline, libel, slander, invasion of privacy, defamation, "harassment", humiliation, or "discrimination" involving or directed at any person; including any verbal, physical, mental or emotional abuse resulting from or arising out of such employment-related practices, policies, acts or omissions;
 - (2)** Failure or refusal to employ, train, or promote that person;
 - (3)** Dismissal, discharge or termination of that person's employment or membership, whether actual or constructive;
 - (4)** Retaliatory action against volunteers or "volunteer workers", or "employees", for the exercise, or not exercising, any legally protected right, or for engaging in any legally protected activity, including but not limited to, actions of:

**COMMERCIAL GENERAL LIABILITY
PGL 53 00 06 18**

- (a) Performing or declining to perform an unethical or illegal act;
 - (b) Filing a complaint or bringing "suit" against you or anyone else;
 - (c) Testifying against any insured at a legal proceeding;
 - (d) Notifying a proper authority of any aspect of your operation that is illegal;
- (5) Violation of any Federal, state or local law (common law or statutory) concerning employment or any employment-related practice, policy or procedure described in (1) above, or if insurance is prohibited by law; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraphs (1), (2), (3), (4) or (5) above is directed:
 - c. Any person or any class of person arising out of any "discrimination" or "harassment" directly or indirectly related to:
 - (1) The past employment, employment or prospective employment by any insured;
 - (2) The sale, rental, lease or sublease or prospective sale, rental, lease or sublease of any dwelling, permanent lodging, or premises by or at the direction of any insured; or
 - (3) Any fines, penalties, specific performance, or injunctions levied or imposed by a governmental entity, governmental code, law or statute because of "discrimination" or "harassment".

This Employment Related Practices exclusion applies:

- a. Whether the injury-causing event described in Paragraphs a. (1), (2), (3), (4) or (5) above occurs before employment or after employment of that person;
- b. Whether the insured may be liable as an employer or in any other capacity; and
- c. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

20. "Law Enforcement Activities"

"Bodily injury", "property damage" or "personal and advertising injury":

- a. Arising out of any aspect of "law enforcement activities" or operations, including but not limited to, the operation, licensure, maintenance of or use of jails, jail premises, adult or juvenile detention or holding facilities;
- b. Arising out of any act or omission connected in any way, either directly or indirectly, to the supervision, management or oversight of "law enforcement activities", police departments, law enforcement agencies, law enforcement agents or "employees", members of commissions, boards, vendors or their "employees", volunteers, including "volunteer workers", units operating under a mutual aid agreement or under the jurisdiction of the insured; or anyone or any entity performing "law enforcement activities"; or
- c. Arising from any decisions or actions in connection with funding or failure to fund for "law enforcement activities".

21. Engineers, Architects or Surveyors Professional

"Bodily injury", "property damage" or "personal and advertising injury":

- a. Arising out of the rendering or failure to render any "professional services" by any engineer, architect or surveyor who is either employed by you or performing work on your behalf in their capacity as an engineer, architect or surveyor. For purpose of this exclusion, "professional services" include, but are not limited to:
 - (1) The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.

However, this exclusion does not apply to engineering or surveying "professional services" performed by your "employees" acting in the course and scope of their duties for you as such; and

- (a) The "professional services" in question are performed in connection with a single project for which the total contract cost does not exceed \$1,000,000; or

- (b) The "professional services" by any engineer, architect or surveyor are performed solely for the purpose of exercising the insured's right of review or approval of maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications of other engineers or surveyors; and,
- (c) Notwithstanding anything in (a) or (b), any exceptions made under this coverage form under **Specific Perils - Damage to Premises Rented To You** do not apply to architects or architectural "professional services".

22. Medical Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render "medical professional services" to any person or entity by any physician, physician's assistant, nurse, psychiatrist, psychologist, dentist, or other medical professional who is either employed by you or performing a work on your behalf in their capacity as a physician, nurse, psychiatrist, psychologist or dentist.

"Medical professional services" include but are not limited to the following:

- a. Medical, surgical, dental, x-ray or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. Any health or therapeutic service, treatment, advice or instruction;
- c. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
- d. The handing or treatment of dead bodies, including autopsies, organ donation or other procedures.

However, this exclusion does not apply to any paramedic or emergency medical technician, while acting within the course and scope of their employment by you, or while acting as your "volunteer worker" and at your direction while providing emergency health care services.

23. Medical and Related Facilities Activities

"Bodily Injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render "medical professional services" to any person or entity by any physician, physician's assistant, nurse, psychiatrist, psychologist, dentist, or other medical professional who is either employed by you or performing a work on your behalf in their capacity as a physician, nurse, psychiatrist, psychologist or dentist at any:

- a. Medical centers or medical universities or any similar facilities;
- b. Hospitals or clinics, including group medical facilities, trauma centers, or similar facilities;
- c. Nursing or convalescent homes, institutions or similar facilities for the aged, developmentally disabled, mentally or physically challenged;
- d. Homes or sanitariums for the mentally ill, depression centers, or similar facilities;
- e. Drug, alcohol or substance abuse treatment facilities or similar health care or treatment centers;
- f. Infirmaries or similar facilities; or
- g. Pharmacy or other prescription drug or medical equipment dispensing facilities.

24. War

"Bodily injury", "property damage", or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

25. Nuclear Energy Liability

- a. Any "bodily injury", "property damage", "personal and advertising injury" or any other injury, "loss", cost or damage:

(1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear insurance Association of Canada or any of their successors, or would be an insured

under any such policy but for its termination upon exhaustion of its limit of liability; or

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

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

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

b. Expenses incurred under **B. MEDICAL PAYMENTS COVERAGE**, with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

Any "bodily injury", "property damage", "personal and advertising injury", or any other injury, loss, cost or damage resulting from the "hazardous properties" of "nuclear material," if:

(1) The "nuclear material":

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

(b) Has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

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

As used in this exclusion:

a. "Hazardous properties" includes radioactive, toxic or explosive properties.

b. "Nuclear material" means "source material," "special nuclear material" or "by-product material."

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

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

e. "Waste" means any waste material:

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

(2) Resulting from the operation by any person or organization of any "nuclear facility" included under paragraphs (a) and (b) of the definition of "nuclear facility."

f. "Nuclear facility" means:

(1) Any "nuclear reactor";

(2) Any equipment or device designed or used for:

(a) Separating the isotopes of uranium or plutonium;

(b) Processing or utilizing "spent fuel"; or

(c) Handling processing or packaging "waste";

(3) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(4) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

- g. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- h. "Bodily injury" and "property damage" includes all forms of radioactive contamination of property.

26. Eminent Domain or Inverse Condemnation

Any "claim", "loss", injury or damages arising out of or resulting from a taking, partial taking or controlling of property by any means, method or proceeding that involves or is any way related to the principles of eminent domain, inverse condemnation, adverse possession, right of prescription, dedication by adverse use, lack of due process, or by whatever name used, or however characterized; or the resulting diminution of property value.

This exclusion applies whether or not any "claim" is made directly against any insured or by virtue of any agreement entered into by or on behalf of any insured.

27. Electronic Data

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

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

28. Distribution of Material In Violation Of Statutes

Any "bodily injury", "property damage", "personal and advertising injury" or any other injury, "loss", cost or damages arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions that addresses, prohibits or limits the printing, dissemination, disposal, collecting, sending, transmitting, communicating or distribution of material or

information.

29. Personal and Advertising Injury

a. "Bodily Injury"

"Bodily injury" arising out of "personal and advertising injury";

b. Knowledge of Violation of Another's Rights

Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "bodily injury" or "personal and advertising injury";

c. Violation of Published Material

(1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity; or

(2) Arising out of oral or written publication of material whose first publication took place before the beginning of the "policy period";

d. Criminal Acts and Violation of Statute or Ordinance

(1) Arising out of a criminal act committed by or at the direction of the insured; or

(2) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured;

e. Assumed Liability and Breach of Contract

(1) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement; or

(2) Breach of contract, other than misappropriation of advertising ideas under an implied contract;

f. Violations of Goods, Products or Services

(1) Arising out of the failure of goods, products or services to conform with advertised quality or performance; or

(2) The wrong description of the price of goods, products or services;

g. Infringement of Copyright, Patent, Trademark or Trade Secret

Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual "property rights". Under this exclusion, such other intellectual "property rights" do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

h. Advertising, Broadcasting, Publishing, Telecasting and Internet Businesses or Activities

- (1) Arising out of an "offense" committed by an insured whose business is advertising, broadcasting, publishing or telecasting;
- (2) Arising out of an "offense" committed by an insured whose business is designing or determining the content of websites for others; or
- (3) Arising out of an "offense" committed by an insured whose business is an internet search, access, content or service provider,

However, exclusions (1) through (3) above do not apply to "personal and advertising injury" arising out of:

- i. False arrest, detention or imprisonment;
- ii. Malicious prosecution;
- iii. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor.

For purposes of this exclusion the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

- (4) Arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control;
- (5) Arising out of the unauthorized use of another's name or product in your email address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

30. Medical Payments Exclusions

Under **B. MEDICAL PAYMENTS COVERAGE**, we will not pay for "bodily injury":

- a. To any insured, except your "volunteer workers". However, the coverage provided by this exception for "volunteer workers" is excess over any valid and collectible coverage, including but not limited to

workers' compensation or similar benefits available to the "volunteer worker";

- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured;
- c. To a person injured on that part of premises you own or rent that the person normally occupies;
- d. To any inmate, patient or prisoner who is being treated, cared for, detained or imprisoned in any of your facilities;
- e. To any person, whether or not an "employee" of any insured, if benefits must be provided under a workers' compensation or disability benefits law or a similar law;
- f. To any person while practicing for or participating in any sports activity or exhibition;
- g. Included within the "products-completed operations hazard";
- h. Excluded under this policy; or
- i. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

C. Specific Perils - Damage To Premises Rented To You Coverage

If a limit is shown on the Declarations for **Damage To Premises Rented To You**, exclusions **3., 6., 9., 11.** and **13.** through **16.** listed above do not apply to damage by "specific perils" to premises 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 IV — LIMITS OF INSURANCE** as **Specific Perils - Damage To Premises Rented To You**. This limit will apply to all damages proximately caused by the same event, whether such damage results from one or more of these "specific perils".

SECTION III—WHO IS AN INSURED

- 1. The term Insured as used herein means the entity stated in the Declarations as the Named Insured and except as excluded by endorsement to this policy:
 - a. Governmental Entities, Boards and Commissions: A governmental agency or authority, subdivision, department, municipal body, board or commission, or other similar unit that is:
 - (1) Operated by you;
 - (2) Subject to your oversight, control or direction; and

- (3)** Operated with funds provided by you and allotted to such agency, authority, subdivision, department, municipal body, board or commission.

This includes the individual members of your governmental entities, boards and commissions, but only with respect to their responsibilities and duties and while acting within the scope of authority allocated by their position on such governmental entities, boards and commissions. However, no such agency, authority, subdivision, department, municipal body, board or commission, administrative department or other similar unit that is an autonomous entity; or that is wholly subject to independent or outside oversight, control or direction; or whose liability is not the result of the oversight, control or direction of the Named Insured, will be an insured under this policy.

- b.** Directors and Executive Officers: An individual while appointed as a director or "executive officer", but only with respect to their duties as your officers or directors and while acting within the scope of authority allocated by their position as your officers or directors;
- c.** Elected or Appointed Officials: An elected or appointed official or a member of any board, commission or agency of yours, but only with respect to their duties and while acting within the scope of authority allocated by their position as such elected or appointed official of that board, commission or agency;
- d.** Partnerships or Joint Ventures: A partnership or joint venture, including a mutual assistance pact, joint powers agreement or similar arrangement, but only with respect to the conduct and scope of your operations and only to the extent of your sole participation or interest;
- e.** Trustees: A trustee, but only as respects their duties as your trustee;
- f.** Emergency Medical Responder: A paramedic or emergency medical technician, but solely while acting within the course and scope of your employment or while acting as your "volunteer worker" and at your direction while providing emergency health care services;
- g.** Emergency Dispatchers: 911 dispatchers, but solely while acting within the course and scope of their employment by you or at your direction;
- h.** Employees and Volunteers: Your "employees" and volunteers not otherwise

covered under **1.a.** through **1.g.**, including your "volunteer workers", but only for acts within the course and scope of their employment or within the scope of volunteer activities under your direction that are insured by this policy;

- 2.** In addition, each of the following is an Insured, except if otherwise excluded herein or by endorsement:

a. Mutual Aid Agreements

Any persons or organizations providing service to you under any mutual aid or similar agreement, but only for acts within the course and scope of that mutual aid or similar agreement insured by this policy.

b. Good Samaritans

"Employees" and volunteers, including "volunteer workers", while acting individually or collectively as a Good Samaritan, independent of their activities on your behalf, but only when at the scene of an accident or emergency requiring sudden action. In no event will such person who responds to the scene of an accident or emergency with or for any other "employee", or another emergency organization for which they may be either "employees" or volunteers on a regular or irregular basis, be an insured.

c. Owners of Commandeered Equipment

The owner of commandeered equipment other than an "auto" is an Insured, but only while the equipment is in your temporary care, custody or control and only while being used as part of an "emergency service action".

d. Real Estate Managers:

Any person or organization while acting as your real estate manager, but only within the course and scope of their duties as your real estate manager.

3. Newly Acquired Organizations:

Any organization you newly acquire or form, other than a partnership or joint venture, limited liability company, or for-profit corporation, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a.** Coverage under this provision is afforded only until the 120th day after you acquire or form the organization or, the end of the "policy period", whichever is earlier; and

**COMMERCIAL GENERAL LIABILITY
PGL 53 00 06 18**

such insured, all of the following additional provisions apply:

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

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

We reserve the right within the 120 day coverage period outlined in a. above to endorse your policy to exclude coverage for the new organization; however, we will provide thirty (30) days notice of such new organization being excluded.

4. Mobile or Leased Equipment Contracts:

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability.

With respect to leased equipment, including "mobile equipment", that is the subject of a contract or agreement between you and any other person or organization, such person or organization is an additional insured under this coverage form, 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 "mobile equipment" leased or rented to you by such person or organization, and only for the period of time the contract or agreement is in effect. However, no person or organization is an Insured with respect to property owned by, rented to in the charge of, or occupied by you or the employer of any person who is an insured under this provision.

5. Blanket Additional Insureds

Any person or organization is included as an additional insured, but only to the extent such person or organization is held liable for "bodily injury", "property damage" or "personal and advertising injury" caused by your acts or omissions that are covered by this coverage form. With respect to the insurance afforded to

- a. You and such person or organization have agreed in a written "insured contract" that such person or organization be added as an additional insured under this policy prior to such "bodily injury", "property damage" or "personal and advertising injury";
- b. The most we will pay is the lesser of either the Limits of Insurance shown in the Declarations or the limits of insurance required by such written "insured contract";
- c. Such person or organization is an insured only with respect to:
 - (1) Their ownership, maintenance or use of that part of the premises or land, owned by, rented to, or leased to you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
 - (2) Your ongoing operations performed for that additional insured;
 - (3) Their financial control of you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
 - (4) The maintenance, operation or use by you of equipment leased to you by such person or organization;
 - (5) Operations performed by you or on your behalf and for which a state or political subdivision has issued a permit, provided such operations are not performed for such state or political subdivision, and are not included within the Products — Completed Operations hazard;
- d. This insurance does not apply to a "bodily injury", "property damage" or "personal and advertising injury" "occurrence" or "offense":
 - (1) Which takes place at a particular premises after you cease to be a tenant of that premises;
 - (2) Which takes place after all work, including materials, parts or equipment furnished in connection with such work to be performed by or on behalf of the additional insured at the site of the covered operations has been completed;

(3) Which takes place after that portion of your work out of which the injury or damage arises has been put to its intended use by any other person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project;

(4) Which takes place after the expiration of any equipment lease to which c. (4) above applies;

6. Users of Golfmobiles

Any person(s) using or legally responsible for the use of golfmobiles in your operations, or loaned or rented to others by you or your concessionaires, but only with respect to liability caused by the use of such golfmobiles.

SECTION IV — LIMITS OF INSURANCE

1. The **LIMITS OF INSURANCE** shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. "Claims" made or "suits" brought; or
- c. Persons or organizations making "claims" or bringing "suits".

In the event that more than one coverage applies to the same "claim" or "suit" brought against any insured, our total liability for all damages with respect to such "claim" or "suit" shall not exceed the highest single limit of liability under any such coverage.

2. The **GENERAL AGGREGATE LIMIT** is the most we will pay for the sum of:

- a. Medical expenses under **B. MEDICAL PAYMENTS COVERAGE**;
- b. Damages under "**Bodily injury**" and "**Property Damage**", except such damages included in the "Products-Completed Operations Hazard"; and
- c. Damages under "**Personal and Advertising Injury**".

3. The **PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT** is the most we will pay for damages because of "Bodily Injury" and "Property Damage" included in the "Products-Completed Operations Hazard"

4. Subject to 2. above, the "**Personal and Advertising Injury**" Limit is the most we will pay "personal and advertising injury" for the sum of all damages because of all "personal and "advertising injury" sustained by any one person or organization.

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for

the Sum of:

- a. Damages under "bodily injury" and "property damage"; and
- b. Medical expenses because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to 5. above, the **Specific Perils - Damage to Premises Rented to You** limit shown in the Declarations for "property damage" to any one premises while rented to you, or in the case of damage by "specific perils" while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner, is the greater of:

- a. \$1,000,000 Any One Premises; or
- b. The **Specific Perils - Damage to Premises Rented To You** limit shown in the Declarations.

7. Subject to 5. above, the **Medical Payments Limit** is the most we will pay for all medical expenses because of "bodily injury" sustained by any one person.

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

SECTION V — PUBLIC ENTITY GENERAL LIABILITY CONDITIONS

1. In addition to the following Conditions, also refer to the **COMMON POLICY CONDITIONS. Duties In The Event Of Occurrence, Offense, "Claim" Or "Suit"**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an "offense" that may result in a "claim". This requirement applies only when such "occurrence" or "offense" is known to any of the following:

- (1) You;
- (2) Any "executive officer" or insurance manager of an insured; or
- (3) Any elected or appointed official, if an insured is a political subdivision or public entity.

To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or "offense" took place;

- (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or "offense".
- b. If a "claim" is made or "suit" is brought against any insured, or if an action is initiated, you must:
- (1) Immediately record the specifics of the "claim", "suit" or notice of action and the date received; and
 - (2) Notify us as soon as practicable.
- You must see to it that we receive written notice of the "claim", "suit" or notice of action within (ten) 10 days of its receipt by you.
- You and any other involved insured must:
- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.
- c. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- d. Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours, with particulars sufficient to identify the insured, shall be considered to be notice to us.
- e. In the event that any insured reports an "occurrence" to the Workers Compensation and/or Employer's Liability carrier of the insured, and this "occurrence" later develops into a "claim" to be covered under this General Liability Coverage Form, the failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be in violation of this condition. You must however, give us notice as soon as practicable after being made aware that the particular "claim" is a General Liability "claim".

2. Other Insurance

The insurance afforded by this Coverage Form is excess over any other insurance, whether primary, excess, contingent or on any other basis, except when purchased specifically to apply in excess of this insurance.

If this insurance is excess, we will have no duty under this Policy to defend any loss, "claim", or "suit" that any other insurer has a duty to defend. If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When both this insurance and the other insurance apply to the loss on the same basis, we will not be liable under this Coverage Form for a greater proportion of the loss than that stated in the applicable contribution provision below:

a. Contribution by Equal Shares

If all such other valid and collectible insurance provides for contribution by equal shares, we will not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid, the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limits in full or the full amount of the loss is paid;

b. Contribution by Limits

If any of such other insurance does not provide for contribution by equal shares, we will not be liable for a greater proportion of such loss than that which the applicable Limit of Liability under this Coverage Form, for such loss, bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

SECTION VI — DEFINITIONS

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

**COMMERCIAL GENERAL LIABILITY
PGL 53 00 06 18**

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".

2. "Auto" means:

- a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness, disease, disability, shock, mental anguish, emotional distress, mental injury and humiliation, including death resulting from any of these at any time.

4. "Claim" means a demand received by any insured for damages alleging injury or damage to persons or property including the institution of a "suit" for such damages against any insured.

5. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation to or from any place included in a. above; or
- c. All parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in a. above; or

(2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your operations; and

(3) "Personal and advertising injury" offenses that take place through the internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

6. "Deductible" means the amount you must contribute to each "loss". If more than one "claim" results from

A "loss" or a series of related "losses" committed

by one or more insureds, the "deductible" will apply only once. We will then pay covered "losses" over the "deductible" amount, up to the applicable Limit of Insurance.

The "deductible" does not apply to Supplementary Payments as provided for under this Coverage Form. We can pay all or part of the "deductible" to settle a "claim". If we do, you agree to repay us as soon as we notify you of the settlement.

7. "Discrimination" means a violation of a person's civil rights with respect to such person's race, color, national origin, gender, marital status, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established by any federal, state or local statutes, rules or regulations.

8. "Emergency services actions", either singular or plural, means actions:

a. Which are urgent responses for protection of property, human life, health or safety; and

b. Which result or arise from the assisting with, performing or attempting to perform firefighting, rescue, emergency hazardous materials response, emergency medical services, and/or the stabilizing or securing of an emergency scene, including runoff from the cleaning of equipment as a result of such operations; and

c. Which are sanctioned by the Fire Department, First Aid or Rescue Squad insured under this policy, or by the officers of such organizations; or by order of the American Red Cross.

Actions a. and b. include those actions performed by members of other Fire Companies, Municipal Fire Departments, Ambulance Squads and Rescue Squads which are sanctioned by the Fire Department, First Aid or Rescue squad insured under this policy, or by the officers of such organizations.

For purpose of this definition, "property damage" arising out of "emergency services actions" includes cleanup of a "pollutant".

9. "Emergency training operations" means activities used to prepare, train or instruct fire department, first aid squad or rescue squad members, or those persons handling hazardous materials, to respond to "emergency service actions" according to accepted and recognized emergency procedures, including applicable municipal, state and Federal standards.

"Emergency training operations" include controlled burns of overgrown vegetation and fires intentionally ignited by you for the purpose of fire suppression training and instruction, and are away from any premises you own, rent or occupy.

10. "Employee" includes a "leased worker", but does not include a "temporary worker".
11. "Employee benefit plans" means a formal program or programs of "employee" benefits maintained in connection with your operations, such as but not limited to Group Life Insurance, Group Accident or Health Insurance, Pension Plans, Savings Plans, Employee Stock Plans, Paid Time Off or Vacation Plans, provided that no one other than an "employee" may subscribe to such insurance or plans. This term also includes workers' compensation and unemployment insurance, social security benefits, workers' compensation and disability benefits or other statutorily required plans.
12. "Employee leasing firm" means a business entity who contracts to furnish its "employees" to serve other business entities.
13. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws, or any other similar governing document.
14. "Harassment" means the making of unwanted and offensive remarks, advances or acts.
15. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
16. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. it incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement; if such property can be restored to use by:
 - (1) The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - (2) Your fulfilling the terms of the contract or agreement.
17. "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, lightning or explosion 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. An easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- 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 operations (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.
- g. Paragraph f. does not include that part of any contract or agreement:
 - (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - (2) 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
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for any injury or damage arising out of the insured's rendering or failure to render "professional services", including those listed in (2) above and supervisory, inspection architectural or engineering activities; or
 - (4) That indemnifies any person or organization for damage by "specific perils" to premises rented or loaned to you.

**COMMERCIAL GENERAL LIABILITY
PGL 53 00 06 18**

18. "Law enforcement activities", either singular or plural, means any of the activities or operations performed by you or on your behalf in the enforcement of the law and protection of persons or property. These activities or operations include the ownership, maintenance or use of the premises you rent, lease or borrow in order to perform such activities or operations, and the development, implementation and enforcement of all policies governing law enforcement practices, decisions and actions.

19. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your operations. "Leased worker" does not include:

- a.** An independent contractor;
- b.** A worker furnished to any insured by a "temporary help service";
- c.** An "employee" of any insured who performs work for any insured pursuant to the terms of a collective bargaining agreement between any insured and a labor union; or
- d.** An "employee" of a "service contractor".

20. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck that is not attached to the aircraft, watercraft or "auto".

21. "Loss" or "losses" means any amount that an insured is legally obligated to pay for a "claim" made against the insured for "bodily injury", "property damage" or "personal and advertising injury", including but not limited to damages, judgments, settlements, and awards.

"Loss or "losses" does not mean fines, penalties, punitive or exemplary damages.

22. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent. However, any

land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus that is attached) owned or leased by you shall be deemed an "auto" and not "mobile equipment" if the only reason for considering it "mobile equipment" is that it is maintained for use exclusively on streets or highways owned by you;

- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1)** Power cranes, shovels, loaders, diggers or drills; or
- (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;

- e.** Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2)** Cherry pickers and similar devices used to raise or lower workers.

- f.** Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

- g.** However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1)** Equipment designed primarily for:
 - (a)** Snow removal;
 - (b)** Road maintenance but not construction or resurfacing; or
 - (c)** Street cleaning;
- (2)** Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally

garaged.

Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- 23.** "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 24.** "Offense" means an "offense" described in the definition of "personal and advertising injury". All "personal and advertising injury" arising out of the repeated publication of the same or similar material, regardless of the mode in which such material is communicated, shall be considered as arising solely out of one "offense".
- 25.** "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following "offenses":
- a.** False arrest, detention or imprisonment;
 - b.** Malicious prosecution;
 - c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
 - d.** Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - e.** Oral or written publication of material that violates a person's right of privacy;
 - f.** The use of another's advertising idea in your "advertisement";
 - g.** Infringing upon another's copyright, trade dress or slogan in your "advertisement";
 - h.** False or improper service of process.

With respect to "personal and advertising injury", damages mean monetary sums and exclude all forms of injunctive relief and declaratory judgments.

- 26.** "Personal watercraft" means a vessel which uses an inboard motor powering a water jet pump as its primary source of motive power, and which is designed to be operated by a person sitting, standing, or kneeling on the vessel, rather than the conventional manner of sitting or standing inside the vessel.
- 27.** "Pesticides or herbicides" means insecticides, herbicides, pesticides, fungicides, nematocides and fertilizers, chlorine or other chemicals or materials used or intended for use in landscaping, lawn, garden tree and shrub, or swimming pool maintenance operations.
- This includes dispersal agents and other

substances used during the application of "pesticides or herbicides" as a result of their interaction with other substances.

- 28.** "Policy period" means the period beginning with the Effective Date shown in the Declarations and ending with the earlier of:
- a.** The date of cancellation of this policy; or
 - b.** The expiration date shown in the Declarations.
- 29.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 30.** "Products-completed operations hazard":
- a.** Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1)** Products that are still in your physical possession; or
 - (2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a)** When all of the work called for in your contract has been completed;
 - (b)** When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site;
 - (c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your operations include the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b.** Does not include "bodily injury" or "property damage" arising out of:
 - (1)** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or

unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the **General Aggregate Limit**.

31. "Professional Services", either in the singular or plural, means any act or service arising out of a vocation, calling, occupation or employment involving specialized training, knowledge, labor or skill, and which requires special licensing by an agency, organization or entity authorized to award such license(s).

32. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

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

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on or transmitter) to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

33. "Property rights" means rights granted under any ordinance or law regulating zoning, construction, use or repair of any real property only when arising out of or in any way connected with the principles of eminent domain, condemnation and inverse condemnation. These rights do not include any rights to refunds of taxes, fees, assessments, or similar payments.

34. "Specific perils" means fire, explosion, smoke or riot or civil commotion. "Specific perils" only applies if a limit is shown on the General Liability Declarations page for **Specific Perils - Damage to Premises Rented to You**.

35. "Service contractor" means a person or organization who contracts to provide identified services to or for the benefit of any insured, utilizing workers:

a. Who are "employees" of that person or organization; and

b. Whose work activities are generally under the control and direction of that person or organization.

36. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceedings in which such damages are claimed and to which the insured submits with our consent.

37. "Temporary help service" means an entity that assigns its own "employees" to clients to support or supplement the client's work force in situations such as "employee" absences, temporary skill shortages, seasonal workloads and special assignments and projects.

38. "Temporary Worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term work conditions.

39. "Volunteer worker" means a person who is not your employee, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you. "Volunteer worker" includes but is not limited to your volunteer firefighters, volunteer nurses, and other volunteer persons acting specifically on your behalf or within the scope of their volunteer work for you.

40. "Your product" means:

a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(1) You;

(2) Others trading under your name; or

(3) A person or organization whose business or assets you have acquired; and

b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

- a.** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- b.** The providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

41. "Your work" means:

- a.** Work or operations performed by you or on your behalf; and
- b.** Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

- a.** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- b.** The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – AGGREGATE LIMITS OF INSURANCE (PER LOCATION)

This endorsement modifies insurance provided under the following:
PUBLIC ENTITY GENERAL LIABILITY COVERAGE FORM

The **GENERAL AGGREGATE LIMIT** under **SECTION IV – LIMITS OF INSURANCE** applies separately to each of your “locations” owned by or rented to you.

“Location” means premises involving same or connecting lots or premises whose connection is interrupted only by a street, roadway, waterway, or right-of-way of a railroad.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ATHLETIC OR SPORTS PARTICIPANTS EXCLUSION

This endorsement modifies insurance provided under the following:
PUBLIC ENTITY GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Description of Operations:

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

The following is added to **SECTION II – EXCLUSIONS:**

With respect to any operations shown in this **Schedule**, this insurance does not apply to “bodily injury” to any person while practicing for or participating in any sports or athletic contest or exhibition that you sponsor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAMPS OR CAMPGROUNDS EXCLUSION

This endorsement modifies insurance provided under the following:

PUBLIC ENTITY GENERAL LIABILITY COVERAGE FORM

With respect to the operation of any camp or campground by you or on your behalf:

A. The following is added to SECTION II – EXCLUSIONS:

If any camp or campground owns or operates an infirmary with facilities for lodging and treatment, this insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” caused by:

1. The rendering or failure to render:
 - a. Medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction, or the related furnishing of food or beverages;
 - b. Any health or therapeutic service, treatment, advice or instruction;

- c. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming; or

2. The furnishing or dispensing of drugs or providing medical, dental or surgical supplies or appliances; or
3. The handling or treatment of dead bodies.

B. The following is added to SECTION II – EXCLUSIONS:

We will not pay expenses for “bodily injury” to any camper.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DAM FAILURE EXCLUSION

This endorsement modifies insurance provided under the following:

PUBLIC ENTITY GENERAL LIABILITY COVERAGE FORM
POLICE PROFESSIONAL LIABILITY COVERAGE FORM
PUBLIC OFFICIALS LIABILITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

The following exclusion is added:

This policy does not apply to any liability arising out of the rupture, bursting, overtopping, accidental discharge or partial or complete structural failure or any dam. "Dam" means any artificial barrier including levees, together with appurtenant works, which does or may impound or divert water.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:
PUBLIC ENTITY GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Coverage	Amount and Basis of Deductible		
	PER CLAIM	PER CLAIMANT	PER OCCURRENCE
Bodily Injury Liability OR Property Damage Liability OR Bodily Injury Liability and/or Property Damage Liability Combined	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

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

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused.)

- A. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
- B. You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
 - 1. **PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
 - a. Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
 - b. Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
 - c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined as the result of any one "occurrence".

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.

With respect to "property damage", person includes an organization.

2. PER OCCURRENCE BASIS. If the deductible amount indicated in the Schedule above is on a “per occurrence” basis, that deductible amount applies as follows:

- a.** Under Bodily Injury Liability Coverage, to all damages because of “bodily injury”;
- b.** Under Property Damage Liability Coverage, to all damages because of “property damage”; or
- c.** Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
 - (1)** “Bodily injury”;
 - (2)** “Property damage”; or
 - (3)** “Bodily injury” and “property damage” combined

as the result of any one “occurrence”, regardless of the number of persons or organizations who sustain damages because of that “occurrence”.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ONGOING OPERATIONS EXCLUSION

This endorsement modifies insurance provided under the following:
PUBLIC ENTITY GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Description of Designated Ongoing Operation(s):

Specified Location (If Applicable):

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

The following is added to **SECTION II – EXCLUSIONS:**

This insurance does not apply to “bodily injury” or “property damage” arising out of the ongoing operations described in the Schedule of this endorsement, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

Unless a “location” is specified in the Schedule of this endorsement, this exclusion applies regardless of where such operations are conducted by you or on your behalf. If a specific “location” is designated in the Schedule of this endorsement, this exclusion applies only to the described ongoing operations conducted at that “location”.

For the purpose of this endorsement, “location” means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELECTROMAGNETIC RADIATION EXCLUSION

This endorsement modifies insurance provided under the following:

PUBLIC ENTITY GENERAL LIABILITY COVERAGE FORM
POLICE PROFESSIONAL LIABILITY COVERAGE FORM
PUBLIC OFFICIALS LIABILITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

The following exclusion is added:

1. This policy does not apply to:
 - a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of, or "wrongful act(s)" which result in the actual, alleged, threatened, perceived, latent, sudden and accidental or incidental exposure to or contact with electromagnetic radiation.
 - b. The costs of abatement or mitigation of:
 - (1) Electromagnetic radiation; or
 - (2) Exposure to electromagnetic radiation.
 - c. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with **a.** or **b.** above.

Electromagnetic radiation includes but is not limited to magnetic energy, waves, fields or forces generated, produced, transmitted or maintained by the charges, currents, frequencies, energy or forces of electricity that is generated, flowing or otherwise transmitted through or via the medium, methods and equipment designed to generate, produce, distribute, transport or transmit the electrical charges, currents, frequencies, energy or forces.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS ADMINISTRATION ERRORS AND OMISSIONS COVERAGE EXCLUDING FIDUCIARY LIABILITY – NEW YORK

IMPORTANT NOTE: THIS INSURANCE PROVIDES LIMITED COVERAGE FOR LIABILITY WHICH ARISES OUT OF THE "ADMINISTRATION" OF "YOUR EMPLOYEE BENEFITS PROGRAM". IN PARTICULAR, IT DOES NOT FULLY PROTECT YOU OR ANY OTHER INSURED AGAINST LIABILITY CREATED BY THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, OR ITS AMENDMENTS, OR ANY SIMILAR LAW.

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

Throughout this Coverage Form the words **you** and **your** refer to the Named Insured shown in the Declarations of this Coverage Form. The words **we**, **us** and **our** refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED** of this Coverage Form. Other words and phrases that appear in bold face have special meaning. Refer to **SECTION V – DEFINITIONS**.

SECTION I – COVERAGES

A. Insuring Agreement

1. We will pay those sums that the insured becomes legally obligated to pay as damages because of a "negligent act, error or omission" by the insured, or any other person for whose acts the insured is legally liable in the "administration" of "your employee benefits program".
2. We will have the right and duty to defend any "suit" seeking those damages even if the allegations of the suit are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply.

We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- a. The amount we will pay for all damages is limited as described in **SECTION III – LIMITS OF INSURANCE** of this Coverage Form; and
- b. Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under this Coverage Form.

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

3. This insurance applies to a "negligent act, error or omission" committed in the "administration" of "your employee benefit programs" that:
 - a. First occurs during the policy period; or
 - b. First occurred prior to the policy period where:
 - (1) There is no other insurance which:
 - (a) was expressly purchased to provide this coverage, and is valid and collectible; or
 - (b) was expressly purchased to provide this coverage, and would be valid and collectible, but for the exhaustion of the limits of insurance or the insolvency of the insurer. This provision applies whether or not the deductible provisions and amounts of such insurance are collectible in whole or part.

This Coverage Form must be attached to a Change Endorsement when issued after the policy is written.

- (2) The insured had no prior knowledge or could not reasonably have foreseen any circumstances which might result in a "claim" or "suit"; and the "claim" is first made or "suit" is brought during the policy period.

4. This insurance applies only to "negligent acts, errors or omissions":
- Which occur within the "coverage territory"; and
 - For which the "claim" is made or "suit" is brought within the "coverage territory".

B. Exclusions

This insurance does not apply to:

- "Bodily injury", "property damage" or "personal and advertising injury";
- Claims for injury or damage arising out of:
 - A dishonest, fraudulent, criminal or malicious act, error or omission done by or at the direction of any insured, including the willful or reckless violation of any statute;
 - Any insurer's failure to perform its contract;
 - Failure of any plan to meet its obligations due to insufficient funds;
 - Failure of any investment to perform as represented by any insured;
 - Errors in providing information on past performance of investment vehicles;
 - Counsel or advice given by an insured to any person on whether or not to participate in any plan included in "your employee benefits program";
 - Any insured's liability as a fiduciary under the:
 - EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA) and its amendments; or
 - INTERNAL REVENUE CODE OF 1986 (including the INTERNAL REVENUE CODE OF 1954) and its amendments; or
 - Any taxes, fines or penalties, including those imposed under (1) or (2); or

- Any similar Federal, state or local laws, permits or ordinances.

- Any "claim" for benefits that are available, with your reasonable effort and cooperation, from applicable funds accrued or other collectible insurance;
- Any "claims" arising out of an insured's failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law, or any similar law;
- Any "claims" for injury or damage to a person or organization arising from:
 - Refusal to employ that person;
 - Termination of that person's employment;
 - "Employment-related discrimination", or employment-related practices, policies, acts or omissions, such as coercion, demotion, failure to promote, evaluation, criticism, reassignment, discipline, defamation, self-defamation, harassment, or humiliation directed at that person or organization;
 - Consequential injury or damage as a result of (1) through (3) above;
- The act of terminating or altering any of "your employee benefits program".

C. Supplementary Payments

All references to **Supplementary Payments** under the **Public Entity General Liability Coverage Form** are replaced as respects this **EMPLOYEE BENEFITS ADMINISTRATION ERRORS AND OMISSIONS COVERAGE**.

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

- All expenses we incur.
- The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit", including actual loss of earnings up to \$250 a day because of time off from work.

4. All costs taxed against the insured in the "suit".
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a written contract or agreement;
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend or the cost of the defense of that indemnitee, has also been assumed by the insured in the same written contract or agreement.
- d. The allegation in the "suit" and the information we know about the "negligent act, error or omission" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit"; and

- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit"; and

- (c) Notify any other insurer whose coverage is available to the indemnitee; and

- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and

- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as **Supplementary Payments** under this Coverage Form.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as **Supplementary Payments** ends under this Coverage Form when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

- b. The conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. We cover each of the following as insureds under this Coverage Form:

- a. You; and

- b. Your "employees", but only with respect to the "administration" or "your employee benefits program"; and

- c. Any other person or organization authorized to perform "administration" of "your employee benefits program".

2. In addition, if you are designated in the Declarations as:

- a. An individual:
 - (1) Your spouse is an insured, but only with respect to the "administration" of "your employee benefits program"; and
 - (2) Your legal representatives are insureds if you die, but only with respect to the "administration" of "your employee benefits program". That representative will have all your rights and duties under this endorsement.
- b. A partnership or joint venture:
 - (1) Your partners or your members are insureds, but only with respect to the "administration" of "your employee benefits program"; and
 - (2) The spouses of your partners or your members are also insureds, but only with respect to the "administration" of "your employee benefits program".
- c. A limited liability company:
 - (1) Your members are insureds, but only with respect to the "administration" of "your employee benefits program"; and
 - (2) Your managers are insureds, but only with respect to the "administration" of "your employee benefits program".
- d. A corporation:
 - (1) Your "executive officers" and directors are insureds, but only with respect to the "administration" of "your employee benefits program"; and
 - (2) Your stockholders are also insureds, but only with respect to their liability as stockholders and only with respect to the "administration" of "your employee benefits program".

3. Any organization which you newly acquire or form, other than a partnership or joint venture, and over which you maintain a primary and controlling interest will be considered an insured if there is no similar insurance available to that organization.

However, coverage under this provision is afforded only until the end of the policy period.

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 of this Coverage Form.

SECTION III – LIMITS OF INSURANCE

1. The **Limits of Insurance** stated in the Declarations of this Coverage Form and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Negligent acts, errors or omissions causing injury or damage;
 - c. "Claims" made or "suits" brought;
 - d. Persons or organizations making "claims" or bringing "suits"; or
 - e. Plans included in "your employee benefits program".
2. The **Aggregate Limit** is the most we will pay for all damages because of negligent acts, errors or omissions in the "administration" of "your employee benefits program", covered by this policy.
3. Subject to 2. above, the **Each Employee Limit** is the most we will pay for the sum of all damages incurred because of damages sustained, covered by this policy, by:
 - a. Any one "employee", and
 - b. That "employee's" dependents or stated beneficiaries.
4. The amount paid under this Coverage Form shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in "your employee benefits program".
5. The limits of this Coverage Form apply separately to each consecutive annual policy period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the limits will be increased in proportion to the policy extension that has been granted.
6. Deductible
 - a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
 - b. The deductible amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

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

SECTION IV – CONDITIONS

1. Common Policy Conditions

Refer to the Common Policy Conditions under this Policy.

2. Duties In The Event of a Negligent Act, Error, Omission, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an alleged "negligent act, error, omission", situation or circumstance that will, or might reasonably be expected to, result in a "claim" or "suit". To the extent possible, this notice should include:
 - (1) What the "negligent act, error or omission", situation or circumstance, was;
 - (2) How, when and where the alleged "negligent act, error, or omission", or circumstance took place;
 - (3) The names and addresses of the persons or their representatives alleging the "negligent act, error or omission", or anyone who may suffer damages as a result of the "negligent act, error or omission", or any other involved or affected persons, including any witnesses to the "negligent act, error or omission" or circumstance;
 - (4) The nature of any injury or damage arising out of the "negligent act, error or omission" or circumstance.
- b. If a "claim" is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

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

3. Other Insurance

The insurance afforded by this Coverage Form is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, except when purchased specifically to apply in excess of this insurance.

If this insurance is excess, we will have no duty under this Policy to defend any loss, "claim", "pollution incident" or "suit" that any other insurer has a duty to defend. If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When both this insurance and the other insurance apply to the loss on the same basis, we will not be liable under this Coverage Form for a greater proportion of the loss than that stated in the applicable contribution provision below:

a. Contribution By Equal Shares

If all such other valid and collectible insurance provides for contribution by equal shares, we will not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer

equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid, the remaining

insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limits in full or the full amount of the loss is paid;

b. Contribution By Limits

If any of such other insurance does not provide for contribution by equal shares, we will not be liable for a greater proportion of such loss than that which the applicable Limit of Liability under this Coverage Form, for such loss, bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

4. Application of Insurance Services Office Endorsements Attached to This Coverage Form

In the event that an Insurance Services Office Endorsement is attached to this Coverage Form, it shall apply to this insurance even if the Insurance Services Office endorsement does not include Employee Benefits Administration Errors and Omissions Insurance within the introductory language of the endorsement.

SECTION V – DEFINITIONS

With respect to coverage provided by this Coverage Form, the following definitions apply:

1. "Administration" means performance of the ministerial functions of "your employee benefits program" and may include:
 - a. Applying the program rules to determine who is eligible to participate in a benefits program;
 - b. Calculating service and compensation credits of "employees";
 - c. Preparing messages to tell "employees" about their benefits;
 - d. Maintaining service and employment records of those "employees" participating in "your employee benefits program";
 - e. Handling or processing records in connection with "your employee benefits program";
 - f. Preparing reports required by government agencies;
 - g. Calculating benefits;
 - h. Giving counsel or otherwise informing "employees", including their dependents and beneficiaries with respect to eligibility for or the scope of "your employee benefits program";
 - i. Interpreting or explaining "your employee benefits program";

- j. Effecting enrollment, or continuing or terminating any "employee's" participation in any benefit included in "your employee benefits program", providing all such acts are authorized by you;
- k. Advising, other than legal advice, "employees" who are participating in "your employee benefits program" of their rights and options;
- l. Collecting contributions and applying them as called for under the rules of "your employee benefits program";
- m. Preparing benefits reports for your "employees" participating in "your employee benefits program";
- n. Processing claims.

However, "administration" does not include handling payroll deductions.

2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
3. "Cafeteria plan" means a plan authorized by applicable law to allow "employees" to elect or pay for certain benefits with pre-tax dollars.
4. "Claim" means any demand or "suit", made by an "employee" or an "employee's" dependents or beneficiaries, for damages as the result of a "negligent, act, error or omission".
5. "Coverage Territory" means:
 - a. The United States of America (including its territories and possessions); or
 - b. All parts of the world if the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement to which we agree.
6. "Employee" means your "executive officers" and any persons who have been employed and compensated by you, whether actively employed, formerly employed, disabled or retired, and includes "leased workers" and "temporary workers", if they are subject to "your employee benefits program".
7. "Employment-related discrimination" means the actual or alleged treatment of a person or group of persons based upon their race, color, nationality, ethnic origin, religion, gender, marital status, reproductive status, age, sexual orientation, sexual preference, physical disability, mental disability or on any basis which is prohibited by federal, state local law.

8. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by laws or any other similar governing document.
9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
10. "Negligent act, error or omission" means the failure to execute a required action, or a mistaken action committed in the "administration" of "your employee benefits programs".
11. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following "offenses":
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - e. Oral or written publication of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement";
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
12. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.
13. "Suit" means a civil proceeding in which damages because of a "negligent act, error or omission" to which this insurance applies are alleged. "suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent.
 - b. Any other alternative dispute resolution proceedings in which such damages are claimed and to which you submit with our consent.
14. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions. "Temporary worker" does not mean a "leased worker".
15. "Your employee benefits program" means a type of insurance or other plan you maintain solely for the benefit of your "employees" and no one other than an "employee" may subscribe to such benefits, and that are made generally available to those "employees" who satisfy the plan's eligibility requirements. "Your employee benefits program" could include one or more of the following whether provided through a "cafeteria plan" or otherwise:
 - a. Group life insurance; group accident, dismemberment, dental, vision, or hearing plans, health insurance; health care and dependent care spending plans; legal advice plans; or educational tuition reimbursement plans;
 - b. Profit sharing plans; "employee" savings plans including 401K and 403B plans; pension plans and stock subscription plans;
 - c. Unemployment insurance; social security benefits; workers' compensation and disability benefits insurance;
 - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family and civil leave, tuition reimbursement or assistance plans, transportation and health club subsidies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXISTENCE OF DAM, RESERVOIR, LAKE OR POND EXCLUSION

This endorsement modifies insurance provided under the following:

PUBLIC ENTITY GENERAL LIABILITY COVERAGE FORM
POLICE PROFESSIONAL LIABILITY COVERAGE FORM
PUBLIC OFFICIALS LIABILITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

The following exclusion is added:

1. With respect to any dam, reservoir, lake, pond or similar structure or water impoundment that you own, maintain, construct or control, this insurance does not apply to "bodily injury" or "property damage" arising out of:
 - a. The existence of the dam, reservoir, lake, pond, or similar structure or water impoundment.
 - b. The maintenance of the items listed in **a.** above, including operations such as erecting or maintaining fences, signs or guard rails; removing brush; repairing or maintaining drainage; spraying and fumigating; tree pruning; weed or grass cutting; or
 - c. The ownership, maintenance, operation, use or "loading or unloading" of "mobile equipment" maintained by or for you for use in connection with the activities described in **b.** above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIREWORKS EXCLUSION

This endorsement modifies insurance provided under the following:
PUBLIC ENTITY GENERAL LIABILITY COVERAGE FORM

The following is added to **SECTION II - EXCLUSIONS**:

1. This insurance does not apply to “bodily injury” or “property damage” arising out of the igniting or discharging of fireworks in conjunction with any display, demonstration or show, conducted or sponsored by any insured.

Fireworks include, but are not limited to, firecrackers and all aerial or ground displays.

This exclusion does not apply to “bodily injury” or “property damage” arising out of emergency service you provide in response to an emergency arising out of or resulting from fireworks.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEAD EXCLUSION – NEW YORK

This endorsement modifies insurance provided under the following:

PUBLIC ENTITY GENERAL LIABILITY COVERAGE FORM
PUBLIC OFFICIALS LIABILITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
POLICE PROFESSIONAL LIABILITY COVERAGE FORM
POLICE PROFESSIONAL LIABILITY COVERAGE FORM (CLAIMS-MADE)

The following exclusion is added:

This insurance does not apply to any "bodily injury", "property damage", "personal and advertising injury", or any other injury, damage, liability, loss, cost or expense in whole or in part caused by, based upon, resulting from, arising out of, caused by or contributed by, or in any way related to the actual alleged or threatened ingestion, inhalation, absorption or exposure to lead in any form from any source; including but not limited to:

1. The manufacture, sale, distribution, handling, installation, use, removal or storage of lead in any form from any source; or
2. The emission, release or transmission of lead in any form from any source; or
3. Any supervision, instructions, recommendations, notices, warnings or advice given or which should have been given in connection with lead or possible lead exposures; or
4. Any loss, cost, expense, liability or other type of obligation arising out of, or resulting from, or in any related to, any:
 - a. Claim, "suit", request, demand, directive or order by or on behalf of any person, entity or governmental authority that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, abate, neutralize or in any way respond to, or assess the effects of, lead in any form from any source; or to any
 - b. Claim or "suit" by or on behalf of any person, entity or governmental authority for damages or any other relief or remedy because of testing for, monitoring, cleaning up, removing, containing, treating or detoxifying, abating or neutralizing, or in any way responding to, or assessing the effects of, lead in any form.

We shall have no obligation of any kind, including but not limited to, any obligation to investigate, to provide defense, to pay defense costs, or to settle or pay settlements or judgments as respects to any claim, "suit" or proceeding involving or allegedly involving lead as excluded in this endorsement.

We shall also have no obligation as respects any insured to indemnify or contribute with any party in connection with the matters excluded in this endorsement.

As used in this exclusion, lead includes but is not limited to, the mineral lead (chemical element and symbol {lead (Pb)} Atomic Number 82) in any form, whether or not the lead is:

1. Pure;
2. Contained in, on, or incorporated into, products, goods or materials;
3. Solid, liquid, gaseous or in fumes; or
4. Contained in any part of any building, structure, building material, product or any other real or personal property.

This exclusion does not apply to "bodily injury" or "property damage" that is caused by a sudden, abrupt striking by, or impact with, lead which causes an immediate and conspicuous manifestation of physical injury to persons or property.

This Exclusion applies only to structures built prior to 1980, which have significant potential lead exposure and have not undergone lead abatement procedures.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – MEDICAL PAYMENTS TO CHILDREN DAY CARE
CENTERS**

This endorsement modifies insurance provided under the following:
PUBLIC ENTITY GENERAL LIABILITY COVERAGE FORM

The following is added to **SECTION II - EXCLUSIONS**:
As respects **B. MEDICAL PAYMENTS COVERAGE**,
we will not pay expenses for “bodily injury” to any child
enrolled in a day care center.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

PUBLIC ENTITY GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Description and Location of Premises or Classification:

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

With respect to any locations or classification shown in the **Schedule** above, **B. MEDICAL PAYMENTS COVERAGE** of **SECTION I – COVERAGES** does not apply except for expenses incurred by the insured for first aid to others at the time of an accident for “bodily injury” to which this insurance applies. The most we will pay is limited as described in **SECTION IV – LIMITS OF INSURANCE**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NO-FAULT SEWER BACK-UP COVERAGE AMENDMENT

This endorsement modifies insurance provided by:

PUBLIC ENTITY GENERAL LIABILITY COVERAGE FORM

The following is added to **"BODILY INJURY", "PROPERTY DAMAGE" AND "PERSONAL AND ADVERTISING INJURY" LIABILITY** of, **SECTION I – COVERAGES:**

NO FAULT SEWER BACKUP

We will pay those sums that the insured becomes legally obligated to pay as damages as described below for "property damage", excluding loss of use of tangible property caused by an "occurrence" resulting in sewer line backup:

- a. On "premises" that you do not own or rent; and
- b. Because of your operations;

Provided that:

- a. The "occurrence" takes place in the "coverage territory" and during the policy

period;

- b. The "damages" are incurred and reported to us within one year of the date of the "occurrence";
- c. The causation is found to be in your lines, and

We make these payments regardless of negligence or tort immunity. These payments will not exceed the limit of \$5,000 per claimant and \$25,000 in the aggregate during the policy period. This coverage is subject to a \$1,500 deductible. If it is determined that you are negligent, these limits will not apply.

This coverage is subject to all other **Exclusions** in **SECTION II - EXCLUSIONS.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NURSES PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:
PUBLIC ENTITY GENERAL LIABILITY COVERAGE FORM

NURSES PROFESSIONAL LIABILITY		
Limit of Insurance:	\$ _____	Each "Medical Incident"
	\$ _____	General Aggregate
Premium:	\$ _____	

If a **Limit of Insurance** is shown above, we agree with you as follows:

SECTION I – COVERAGES is amended to include the following:

NURSES PROFESSIONAL LIABILITY

1. Insuring Agreement

- a. We will pay those sums the Insured becomes legally obligated to pay as damages arising out of a "medical incident" to which this insurance applies. We will have the right and duty to defend the Insured against any "suit" seeking those damages. However, we will have no duty to defend the Insured against any "suit" seeking damages for a "medical incident" to which this insurance does not apply. We may, at our discretion, investigate any "medical incident" and settle any "claim" or "suit" that may result: But:

- (1) The amount we will pay for damages is limited as described in the above Limit of Insurance; and
- (2) Our rights and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Nurses Professional Liability as provided in this endorsement.

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

- b. This insurance applies to a "medical incident" only if:

- (1) The "medical incident" was committed by an "employee" in the course and scope of his or her capacity as a licensed registered nurse or emergency medical technician; and
- (2) The "employee" was acting within the course and scope of his or her duties for the Named Insured; and
- (3) The "medical incident" was committed in the "coverage territory", during the "policy period".

- c. **Supplement Payments** is amended to apply to Nurses Professional Liability.
- d. **Medical Payments Coverage** does not apply to Nurses Professional Liability.

2. SECTION II – EXCLUSIONS is amended to include the following:

As respects the coverage provided by this endorsement, the following Exclusions are added:

- a. Any "claim" or "suit" arising out of a criminal act; and
- b. Any "claim" or "suit" arising from any Insured acting on behalf of someone other than the Named Insured; or as the proprietor, superintendent or executive officer of any hospital, sanitarium, clinic with bed and board facilities, nursing or convalescent home, laboratory or other business enterprise.

3. SECTION III – WHO IS AN INSURED

The following is added to Paragraph 1.:

However, no "employee" is an Insured for:

**COMMERCIAL GENERAL LIABILITY
PGL 53 18 06 18**

- a. A "medical incident" arising out of a person providing or failing to provide professional health care services, other than professional health care services performed in his or her capacity as a licensed registered nurse or emergency medical technician acting within the course and scope of his or her duties for the Named Insured.

4. SECTION IV – LIMITS OF INSURANCE

a. Nurses Professional Liability Limits of Insurance

- (1) The Nurse Professional Liability Aggregate Limit is the most we will pay for the sum of all damages arising out of all "medical incidents", regardless of the number of:

- (a) Insureds;
- (b) "Claims" made or "suits" brought; or
- (c) Persons or organizations making "claims" or bringing "suits".

- (2) Each "Medical Incident" Limit

- (a) Subject to 1.a. above, the Each "Medical Incident" Limit is the most we will pay for the sum of all damages arising out of any one "medical incident".
- (b) All "claims" and "suits" for damages which arise out of a single act or omission; or any series of related acts or omissions, whether committed by one or more Insureds in furnishing of such services to any one person shall be considered one "medical incident".
- (c) Coverage provided under this endorsement shall be separate from, and not cumulative to, any other coverage provided under this policy.

5. SECTION V – CONDITIONS

With respect to the coverage provided by this endorsement, the following Condition is added:

a. Assistance And Cooperation Of Insured

- (1) You must see that we are notified as soon as practicable of a "medical incident" which may result in a "claim".

To the extent possible, such notice should include:

- (a) The time, place and circumstances of the injury or damage;
- (b) The names and addresses of the injured and any witnesses; and

- (c) The extent of the type of "claim" anticipated.

- (2) If a "claim" is made or "suit" is brought against any Insured, you must:

- (a) Immediately record the specifics of the "claim" or "suit" and the date received; and

- (b) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

- (3) You and any other involved Insured must:

- (a) Immediately send us copies of any demands, notices, summons or legal papers received in connection with the "claim" or "suit";

- (b) Authorize us to obtain records and other information;

- (c) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

- (d) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.

- (4) No Insured will, except at the Insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, without our consent.

- 6. **SECTION VI – DEFINITIONS** is amended to include the following:

With respect to the coverage provided by this endorsement, the following Definition is added:

- a. "Medical incident" means any act or omission in providing professional health care services which results in "bodily injury", "personal and advertising injury" or "property damage". Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of service or death resulting at any time from the "bodily injury".

A single act or omission, or any series of related acts or omissions, whether committed by one or more Insureds, in the furnishing of such professional health care services to any one person shall be considered one "medical incident".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIOR ACTS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided by:

PUBLIC ENTITY GENERAL LIABILITY COVERAGE FORM

Retroactive Date: _____

SECTION 1 – COVERAGES, “BODILY INJURY”, “PROPERTY DAMAGE” AND “PERSONAL AND ADVERTISING INJURY” LIABILITY, Paragraph A. 1. b. (4) is deleted and replaced by the following:

To “bodily injury”, “property damage”, or “personal and advertising injury” only if the “bodily injury”, “property damage”, or “personal and advertising injury” is caused by an “occurrence” arising out of your operations that takes place in the “coverage territory” and the “bodily injury”, “property damage” or “personal and advertising injury” occurred prior to the “policy period” and the “claim” is made or “suit” is brought against the insured after the effective date of this endorsement, provided that such loss occurred after the Retroactive Date shown above.

This coverage shall apply only if, prior to the effective date of this endorsement, the insured did not know of such prior “claim” or “occurrence.”

“Claims” covered by this endorsement will be considered to have occurred on the inception date of the policy. “Claims” covered by this endorsement will not increase the aggregate limit of insurance for “bodily injury,” “property damage,” or “personal and advertising injury” coverages as stated in the policy.

In the event that the policy to which this endorsement is attached is canceled, the premium for this endorsement will be considered to be fully earned.

The coverage afforded by this endorsement will apply only if the following statement has been reviewed by the insured and their acceptance is indicated by the signature that follows:

“After reading the above, and having reviewed my records, I hereby represent that I do not know of any “occurrence” which occurred prior to the inception date of this endorsement which might give rise to a “claim” under this policy.”

(Must be signed by the Applicant)

DATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – SERVICES FURNISHED BY PROFESSIONAL HEALTH CARE PROVIDERS

This endorsement modifies insurance provided under the following:

PUBLIC ENTITY GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Description Of Operations:

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

The following exclusion is added to **SECTION II – EXCLUSIONS:**

With respect to any operation shown in this **SCHEDULE**, this insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of:

1. The rendering or failure to render:
 - a. Medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction, or the related furnishing of food or beverages;
 - b. Any health or therapeutic service, treatment, advice or instruction; or
 - c. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming.
2. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
3. The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION

This endorsement modifies insurance provided by:
PUBLIC ENTITY GENERAL LIABILITY COVERAGE FORM

The following exclusion is added:

This insurance does not apply to "punitive or exemplary damages". As used in this endorsement, "punitive or exemplary damages" means those damages imposed to punish a wrongdoer and to deter others from similar conduct.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SEWER BACK-UP DEDUCTIBLE PROPERTY DAMAGE LIABILITY

This endorsement modifies insurance provided by:

PUBLIC ENTITY GENERAL LIABILITY COVERAGE FORM

Schedule

Sewer Back-up Deductible – Each Occurrence:

\$ _____

SECTION I – COVERAGES is amended to add:

The **Sewer Back-up Deductible – Each Occurrence**, as shown in the above **Schedule**, applies only to “property damage” caused by the escape of back-up sewage or waste water from any sewage treatment facility or fixed conduit or piping that you own, operate, lease, control or for which you have right of way.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE OR MOLESTATION LIABILITY COVERAGE – NEW YORK

This endorsement modifies insurance provided under the following:
PUBLIC ENTITY GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Limit of Insurance: \$ _____ Abuse or Molestation Each Act
\$ _____ Abuse or Molestation Aggregate (Subject to the General Aggregate)
Premium: \$ _____

The following is added to **Section I – Coverages:**

ABUSE OR MOLESTATION LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of injury to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages, even if the allegations of the suit are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages for injury to which this insurance does not apply. We may at our discretion investigate any "act of abuse or molestation" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **Paragraph 2. Limits of Insurance**; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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

- b. This insurance applies to injury only if:
- (1) The injury is caused by an "act of abuse or molestation" that takes place in the "coverage territory"; and

- (2) The "act of abuse or molestation" occurs during the policy period.

c. Related Acts

All "acts of abuse or molestation", including any acts that contribute to an "act of abuse or molestation", that:

- (1) Are causally connected by common facts, circumstances, transactions, events and/or decisions; or
- (2) The same person commits or is a participant in committing, or multiple persons acting together commit or are participants in committing, regardless of the number of times the same person is abused or molested or the number of persons that are abused or molested by the same person(s);

will be treated as one "act of abuse or molestation" and will be considered to have occurred on the date the first of those "acts of abuse or molestation" occurred. This provision applies regardless of the number of injured parties, persons or organizations making claims or "acts of abuse or molestation".

2. Limits of Insurance

For the purposes of this Coverage – **ABUSE OR MOLESTATION LIABILITY** provided by this endorsement, the following is added to Section IV – **LIMITS OF INSURANCE** of the **PUBLIC ENTITY GENERAL LIABILITY COVERAGE FORM**:

a. Subject to the **Abuse or Molestation Aggregate Limit**, the **Abuse or Molestation Each Act** limit is the most we will pay for the sum of all damages under the Coverage – **ABUSE OR MOLESTATION LIABILITY** because of all injury arising out of any one "act of abuse or molestation". All "acts of abuse or molestation", including any contributing acts, that are connected or committed by or participated in by the same person(s) will be considered one act in accordance with Paragraph 1.c. of this endorsement.

b. The **Abuse or Molestation Aggregate** limit is the most we will pay for the sum of all damages under the Coverage – **ABUSE OR MOLESTATION LIABILITY**.

c. The following is added to paragraph 2. of the Public Entity General Liability Coverage Form **SECTION IV – LIMITS OF INSURANCE**:

The General Aggregate Limit includes any damages under the Coverage – **ABUSE OR MOLESTATION LIABILITY**; and such payments shall reduce the amount of the General Aggregate Limit.

3. Additional Exclusions

The following are added to **Section II – Exclusions**:

a. Compensatory Damages

Any fines, penalties, punitive damages, aggravated damages, exemplary damages, or enhanced damages resulting from the multiplication of compensatory damages.

b. Knowledgeable Acts

Any individual, regardless of whether such individual would otherwise qualify as an insured, who actually or allegedly participated in, directed, or knowingly allowed to take place any act or acts constituting or potentially constituting "act of abuse or molestation".

c. Late Reporting

Any act or acts constituting or potentially constituting "act of abuse or molestation" if not reported to us within thirty (30) days after a director, officer, supervisor or other responsible "employee" or agent of the insured:

(1) Has knowledge of, or has identified, either formally or informally, an act or acts constituting "act of abuse or molestation"; or

(2) Took action in response to an act or acts potentially constituting "act of abuse or molestation", whichever comes first.

However, failure to give any notice within the time prescribed shall not invalidate any claim made by the insured, an injured person or any other claimant if it shall be shown not to have been reasonably possible to give such notice within the prescribed time and that notice was given as soon as was reasonably possible thereafter.

d. Perpetrator

Any insured who participated in; or who conspired with, knowingly allowed or directed a participant in; any "act of abuse or molestation". We will defend such insured in connection with a "suit" subject to the terms of this coverage part until either a judgment or final adjudication establishes that such insured committed the "act of abuse or molestation" or such insured confirms that they committed the "act of abuse or molestation".

e. Willful Violation of Statute

Any actual or alleged "act of abuse or molestation" because of the willful violation of a penal statute or ordinance committed by or with the consent of an insured.

4. Additional Coverage Individual and Image Counseling

a. We will reimburse you for expenses incurred for individual counseling required to restore an insured "employee's" confidence and their public image following an acquittal of an alleged "act of abuse or molestation", or related sexual misconduct act, as named in a formal allegation to which a "suit" or other legal proceeding has been brought against that "employee". For this coverage to apply, there must have been a legal process or "suit" wherein the insured "employee" was individually or collectively named in a written allegation, and such allegation resulted in that insured "employee" being accused of criminal conduct.

b. The following reimbursement expenses will not be provided unless and until said insured "employee" is found to be not guilty of any criminal conduct, and can provide documented proof of an acquittal of all charges brought against them in the "suit" or other legal proceeding. We will

reimburse you for the following costs related to the insured "employee", or the insured entity:

- (1) The reasonable documented costs charged by an individual professional counselor or professional counseling organization; and
- (2) The reasonable documented costs charged by a recruiter, or those costs expended on direct advertising for replacement of that "employee's" position for the insured; and
- (3) Such costs that are directly related to restoring the insured's reputation and public confidence through image counseling and can be documented as such.

These costs will not be reimbursed if the above services are provided by any other "employee" or any other insured under this policy. The most we will reimburse you for the sum of all costs provided by this endorsement is \$25,000 in any one policy period, regardless of the number of claims, "suits", legal proceedings, "employees" or insureds to which this coverage applies.

5. Definitions

- a. For the purposes of Coverage – **ABUSE OR MOLESTATION** Liability provided by this endorsement, the following are added to **Section VI – DEFINITIONS**:

- (1) "Abuse or molestation" means actual, attempted or alleged abuse or molestation of any person by another person. This includes, but is not limited to, sexual assault, sexual injury, sexual misconduct or sexual molestation. However, "abuse or molestation" does not include "sexual harassment".

- (2) "Act of abuse or molestation" means an act of "abuse or molestation".
- (3) "Sexual harassment" means any actual, attempted or alleged unwelcome sexual advances, requests for sexual favors or other conduct of a sexual nature by a person to another person or persons, but only when:
 - (a) Submission to or rejection of such conduct is made either implicitly or explicitly a condition of a person's employment, or a basis for employment decisions affecting a person; or
 - (b) Such conduct has the purpose or effect of unreasonably interfering with an "employee's" work performance or creating an intimidating, hostile or offensive work environment for your "employees".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided by:

PUBLIC ENTITY GENERAL LIABILITY COVERAGE FORM
POLICE PROFESSIONAL LIABILITY COVERAGE FORM
PUBLIC OFFICIALS LIABILITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

The following exclusion is added:

1. This insurance does not apply to any:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust"; or
 - b. Loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
2. The following Definitions are added:
 - a. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
 - b. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE OR MOLESTATION EXCLUSION

This endorsement modifies insurance provided under the following:

PUBLIC ENTITY GENERAL LIABILITY COVERAGE FORM

The following is added to **SECTION II – EXCLUSIONS:**

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

1. An act of “abuse or molestation” and/or exploitation of any person while in the care, custody or control of any insured; or
2. The negligent employment, investigation, supervision, the reporting or failure to report to proper authorities, or the retention of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by 1. above; or

3. Any other situation or circumstance that directly or indirectly constitutes actual, threatened or alleged “abuse or molestation”, however caused.

As used in this endorsement, “abuse or molestation” means actual, attempted or alleged abuse or molestation of any person by another person. This includes, but is not limited to, sexual assault, sexual injury, sexual misconduct or sexual molestation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIC INCIDENTS EXCLUSION

This endorsement modifies insurance provided under the following:

PUBLIC ENTITY GENERAL LIABILITY COVERAGE FORM
POLICE PROFESSIONAL LIABILITY COVERAGE FORM
PUBLIC OFFICIALS LIABILITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

SCHEDULE

Specific Incident(s):

SECTION II – EXCLUSIONS is amended to add the following:

We will not be obligated to make any payment or provide a defense for any lawsuits in connection with the incident(s) described in the Schedule above

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRAMPOLINE EXCLUSION

This endorsement modifies insurance provided under the following:

PUBLIC ENTITY GENERAL LIABILITY COVERAGE FORM

The following is added to **SECTION II – EXCLUSIONS**:

This policy does not apply to any liability arising out of “bodily injury” resulting from the use of a trampoline or other rebounding equipment.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CHANGES – WHO IS AN INSURED
(Boards, Commissions and Other Units Exception)**

This endorsement modifies insurance provided under the following:

PUBLIC ENTITY GENERAL LIABILITY COVERAGE FORM

Schedule

Name of Boards, Commissions and Other Units:

SECTION III – WHO IS AN INSURED is extended to provide coverage for members of the board(s), commission(s), or unit(s) shown in the **Schedule**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AIRPORT PREMISES LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:
PUBLIC ENTITY GENERAL LIABILITY COVERAGE FORM

SECTION II – EXCLUSIONS, Paragraph 10.
Airport Liability is deleted and replaced with the following:

This policy does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the ownership, operation, maintenance, licensure, permit, use or inspection of any premises or any portion of the premises that is used as an airport, airfield, runway, hangar, or other building or property used in aviation activities or at an “airport facility”. This exclusion extends to the “loading or unloading” of any “aircraft” or ground support; or any use of control equipment associated with airfields, runways, hangars, including buildings or other properties used in aviation activities or at “airport facilities”.

However, this exclusion does not apply if the “occurrence” takes place in an area of the “airport facility” that is solely owned and/or operated by the insured.

“Airport Facility”, singular or plural, means any portion of the airport building, including the airport terminal that is owned and operated by the insured. It also includes the vehicle parking lots and parking garages servicing the airport building, but only if such parking lots and garages are owned and/or operated by the insured. “Airport facility” does not include airfields, runways, hangars, or any aviation area, or any building or area at the airport that is not owned and/or operated by the insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FAILURE TO SUPPLY

This endorsement modifies insurance provided under the following:

PUBLIC ENTITY GENERAL LIABILITY COVERAGE FORM
Schedule

FAILURE TO SUPPLY LIMIT

Limits of Insurance: \$ _____ Each "Occurrence"
 \$ _____ Failure to Supply Aggregate
Premium: \$ _____

If a **Limit of Insurance** is shown in the schedule above, and in consideration of the additional premium charged, **SECTION II – EXCLUSIONS** is amended as follows:

Paragraph 18., Failure To Supply is deleted, but only as respects the following utility operation(s) as designated by an "x" in the box below:

- Water Utility
- Gas Utility
- Electric Utility

As respects the designated utility operation(s) checked above, we will cover "bodily injury" or "property damage" arising out of an "occurrence" due to failure of any insured to procure, produce, process, transmit or provide adequate supply of the designated utility service(s) if owned, leased or operated by the insured.

This insurance does not apply if the failure to provide such utility service is due to lack of maintenance or improper care of mains, grids, poles or any equipment, or inadequate power source if such inadequacy was known to the insured prior to the "occurrence" and they did not take steps to correct such inadequacy, or due to breach of an "insured contract".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS TO OR DISCLOSURE OF
CONFIDENTIAL OR PERSONAL INFORMATION, DATA-
RELATED LIABILITY AND INTERNET**

This endorsement modifies insurance provided under the following:

PUBLIC ENTITY GENERAL LIABILITY COVERAGE FORM

The following is added to **SECTION II – EXCLUSIONS:**

It is hereby agreed that the insurance afforded under this policy does not apply to “bodily injury,” “property damage,” or “personal and advertising injury,” or any other liability, loss, injury, damage, cost or expense arising out of:

1. any actual, alleged or potential access to, disclosure of, failure to keep secure or unauthorized use of, any person’s or organization’s confidential business or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information;
2. the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate “electronic data”;
3. the functioning or non-functioning or availability or unavailability of: the internet or similar facility; any intranet or private network or similar facility; or any website, search engine, portal or similar third party application service; or
4. any act, error or omission in violation of any law or regulation of any individual state, the United States or any other country associated with the confidentiality, security, protection, control and use of confidential business, personal, or health information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by the insured or others arising out of that which is described in subparagraphs **1., 2., 3. or 4.** above.

As used in this endorsement, “electronic data” means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

To the extent any provision of this endorsement conflicts with any provision of this policy or any of its other endorsements, the provisions of this endorsement will control.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOVERNMENTAL SUBDIVISIONS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided by:

PUBLIC ENTITY GENERAL LIABILITY COVERAGE FORM
POLICE PROFESSIONAL LIABILITY COVERAGE FORM
PUBLIC OFFICIALS LIABILITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

The following provisions are added to the Conditions Section of the Coverage Forms listed above:

KNOWLEDGE OF OCCURRENCE

It is agreed that knowledge of an "occurrence" by the agent, servant or employee of the insured shall not in itself constitute knowledge by the insured unless the city manager or authorized designee shall have received such notice from its agent, servant, or employee.

NOTICE OF OCCURRENCE

It is agreed that if the insured reports an "occurrence" to its workers' compensation carrier which later develops into a liability claim, coverage for which is provided by the policy to which this endorsement is attached, failure to report such "occurrence" to the company at the time of "occurrence" shall not be deemed in violation of the condition entitled "Duties in the Event of Occurrence, Offense, Claim, or Suit." Provided, however that the insured, just as soon as it is definitely made aware of the fact that the particular "occurrence" is a liability case rather than a workers' compensation case, shall give notification of the aforementioned "occurrence" to this company.

UNINTENTIONAL ERRORS OR OMISSIONS

It is agreed that failure of the insured to disclose all hazards existing as of the inception date of the policy shall not prejudice the insurance with respect to the coverage afforded by this policy, provided such failure or omission is not intentional.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOVERNMENTAL SUBDIVISIONS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided by:

PUBLIC ENTITY GENERAL LIABILITY COVERAGE FORM
POLICE PROFESSIONAL LIABILITY COVERAGE FORM
PUBLIC OFFICIALS LIABILITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

The following provisions are added to the Conditions Section of the Coverage Forms listed above:

KNOWLEDGE OF OCCURRENCE

It is agreed that knowledge of an "occurrence" by the agent, servant or employee of the insured shall not in itself constitute knowledge by the insured unless the city manager or authorized designee shall have received such notice from its agent, servant, or employee.

NOTICE OF OCCURRENCE

It is agreed that if the insured reports an "occurrence" to its workers' compensation carrier which later develops into a liability claim, coverage for which is provided by the policy to which this endorsement is attached, failure to report such "occurrence" to the company at the time of "occurrence" shall not be deemed in violation of the condition entitled "Duties in the Event of Occurrence, Offense, Claim, or Suit." Provided, however that the insured, just as soon as it is definitely made aware of the fact that the particular "occurrence" is a liability case rather than a workers' compensation case, shall give notification of the aforementioned "occurrence" to this company.

UNINTENTIONAL ERRORS OR OMISSIONS

It is agreed that failure of the insured to disclose all hazards existing as of the inception date of the policy shall not prejudice the insurance with respect to the coverage afforded by this policy, provided such failure or omission is not intentional.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ECONOMIC AND TRADE SANCTIONS CONDITION

The following condition is added to the policy to which it is attached:

ECONOMIC AND TRADE SANCTIONS CONDITION

In accordance with laws and regulations of the United States concerning economic and trade embargoes, the Insurer shall not be liable to pay any claim or provide any benefit with respect to any term or condition of this policy that violates any law or regulation of the United States concerning economic and trade embargoes including, but not limited to the following:

1. Any insured, or any person or entity claiming the benefits of an insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to U.S. economic or trade sanctions;
2. Any claim or "suit" that is brought in a sanctioned country or by a sanctioned country government, where any action in connection with such claim or suit is prohibited by U.S. economic or trade sanctions;
3. Any claim or "suit" that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to U.S. economic or trade sanctions;
4. Property that is located in a sanctioned country or that is owned by, rented to or in the care, custody or control of a sanctioned country government, where any activities related to such property are prohibited by U.S. economic or trade sanctions; or
5. Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to U.S. economic or trade sanctions.

As used in this endorsement a Specially Designated National or Blocked Person is any person or entity that is on the list of Specially Designated Nationals and Blocked Persons issued by the U.S. Treasury Department's Office of Foreign Asset Control (O.F.A.C.) as it may be from time to time amended.

As used in this endorsement a sanctioned country is any country subject to trade or economic trade sanctions or embargoes imposed by the laws or regulations of the United States of America.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMON POLICY CONDITIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
PUBLIC ENTITY GENERAL LIABILITY COVERAGE FORM
PUBLIC OFFICIALS LIABILITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
POLICE PROFESSIONAL LIABILITY COVERAGE FORM
POLICE PROFESSIONAL LIABILITY COVERAGE FORM (CLAIMS-MADE)

This Policy contains one or more Coverage Forms. Refer to the Declarations to determine which Coverage Forms apply to your Policy.

Throughout this Policy, the words, "you" and "your" refer to the Named Insured in the Declarations, and any other persons or organizations qualifying as a Named Insured under the respective Coverage Forms in this Policy. The words, "we", "us" and "our" refer to the company providing this insurance.

1. Bankruptcy Or Insolvency

The bankruptcy or insolvency of the Named Insured shall not relieve us from our obligations under this coverage form.

2. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) Ten (10) days before the effective date of cancellation, if we cancel for nonpayment of any premium when due; or
 - (2) One hundred twenty (120) days before the effective date of cancellation, if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of the cancellation. The "policy period" will end on that date.
- e. If this Policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata.

If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

3. Changes

This Policy contains all of the agreements between you and us concerning the insurance afforded under each Coverage Form comprising this Policy. The first Named Insured shown in the Declarations is authorized to make changes under the terms of each Coverage Form of this Policy with our consent. The terms can be amended or waived only by endorsement issued by us and made a part of this Policy under the respective Coverage Form(s).

4. Conflicting Statutes

Terms of any Coverage Form under this Policy which are in conflict with the statutes of the state wherein this Policy is issued are hereby amended to conform to such statutes.

5. Examination Of Your Books And Records

We may examine your books and records as they relate to the Coverage Form(s) under this Policy at any time during the "policy period" and up to three years afterward. We may do the same as to the books and records of any organization you newly acquire or form that is deemed to be a Named Insured under this Policy.

6. Inspections And Surveys

We have the right but are not obligated to:

- a. Make inspections and surveys at any time;
- b. Give you reports on the conditions we find; and
- c. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. Such inspections are not safety inspections. We do not undertake any duty to provide for the health or safety of any person and we do not represent or warrant that conditions:

- (1) Are safe or healthful; or
- (2) Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on our behalf.

7. Legal Action Against Us

No person or organization has a right under this Policy:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us under any Coverage Form of this Policy unless all of the terms of that Coverage Form and this Policy have been fully complied with.

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

We are not liable for costs incurred in defending "claims" against the insured that are not covered under the respective Coverage Form(s) of this Policy. We reserve the right to seek reimbursement from the insured, through direct action against the insured or otherwise, for any fees or costs incurred in defending said insured against non-covered "claims".

8. Liberalization

If we adopt a change during the "policy period" under this Policy, or rules that would broaden the coverage of this Policy without charge, such broader coverage will apply to this Policy when the change becomes effective in your state. Such broader coverage applies only until the end of the "policy period."

9. Premiums

a. The first Named Insured shown in the Declarations:

- (1) Is responsible for payment of all premiums when due; and
- (2) Will be the payee for any return premiums we pay.

b. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

10. Representations

By accepting this Policy, you agree:

- a. The statements in the Declarations of this Policy and all of its Coverage Forms are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this Policy in reliance upon your representations.

Coverage will continue to apply if you:

- (1) Unintentionally fail to disclose all hazards existing at the inception of this policy; or
- (2) Unintentionally make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after discovery of any hazard or any other information that was not provided to us prior to the acceptance of this policy.

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

11. Risk Transfer

Whenever you enter into an agreement with another party requiring the other party to provide liability insurance to you, this Coverage Form will be excess over any other valid and collectible insurance that has been provided to you, except insurance specifically arranged to be excess of this Coverage Form.

12. Separation Of Insureds

Except with respect to the Limits of Insurance, all exclusions within this policy and any rights or duties specifically assigned in this Coverage Form to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

13. Transfer Of Rights Of Recovery Against Others To Us

If any insured has rights to recover all or part of any payment we have made under this Policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. Your rights and duties under this Policy may not be transferred without our consent. In the event of recovery, the proceeds will be divided in the following priority, including those expenses incurred in pursuing such recovery:

- a. Any insured or insurer who paid amounts in excess of the Limits of Insurance of this Policy.
- b. Our expenses and payments made under this Policy.
- c. You and any other insurer who paid an amount below our limits of insurance of this Policy.

14. When We Do Not Renew

If we decide not to renew this Policy or any Coverage Form under this Policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the applicable non-renewal not less than one hundred twenty (120) days before the expiration date.

If notice is mailed, we will mail it to the last mailing address known to us of the first Named Insured. Proof of mailing will be sufficient proof of notice.

15. Sovereign Immunity and Damages Caps

For any amount for which the insured would not be liable under applicable governmental or sovereign immunity but for the existence of this Policy:

- a. the issuance of this insurance shall not be deemed a waiver of any statutory immunities by or on behalf of any insured, nor of any statutory limits on the monetary amount of liability applicable to any insured were this Policy not in effect; and
- b. as respects to any "claim", we expressly reserve any and all rights to deny liability by reason of such immunity, and to assert the limitations as to the amount of liability as might be provided by law.

16. Two Or More Coverage Forms

The maximum limit of liability under all of the coverage forms shall not exceed the highest applicable limit of liability under any one Coverage Form. The deductible applicable to the Coverage Form providing the highest limit of liability will be applied to the claim. If the limits are the same for all coverage forms, the lowest applicable deductible will apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM
CONTRACTORS EQUIPMENT COVERAGE FORM
ELECTRONIC DATA PROCESSING SYSTEMS COVERAGE FORM
PUBLIC ENTITY GENERAL LIABILITY COVERAGE FORM
PUBLIC OFFICIALS LIABILITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
POLICE PROFESSIONAL LIABILITY COVERAGE FORM
POLICE PROFESSIONAL LIABILITY COVERAGE FORM (CLAIMS-MADE)

- A. Common Policy Condition 2. Cancellation,** Paragraphs **a.**, **b.**, and **c.** are deleted and replaced by the following:
- a.** The first Named Insured shown in the Declarations may cancel this entire policy by mailing or delivering to us advance written notice of cancellation.
 - b. Cancellation of Policies in Effect**
 - (1) 60 Days or Less**

If this Policy has been in effect for sixty (60) days or less, we may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

 - (a)** Fifteen (15) days before the effective date of cancellation, if we cancel for nonpayment of any premium when due; or
 - (b)** One hundred twenty (120) days before the effective date of cancellation, if we cancel for any other reason.
 - (2) More Than 60 Days**

If this Policy has been in effect for more than 60 days, or if this Policy is a renewal or continuation of a Policy we issued, we may cancel only for any of the reasons listed below:

 - (a)** Nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due;
 - (b)** Conviction of a crime arising out of acts increasing the hazard insured against;
 - (c)** Discovery of fraud or material misrepresentation in the obtaining of the Policy or in the presentation of a "claim";
 - (d)** After issuance of the Policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current "policy period";
 - (e)** Material physical change in the property insured, occurring after issuance or last annual renewal anniversary date of the Policy, which results in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the Policy was issued or last renewed; or material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the Policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the Policy was issued or last renewed;
 - (f)** Required pursuant to a determination by the Superintendent that

continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public;

- (g) A determination by the Superintendent that the continuation of the Policy would violate, or would place us in violation of, any provision of the Insurance Code; or
- (h) Where we have reason to believe, in good faith and with sufficient cause, that there is a probable risk of danger that the insured will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds. If we cancel for this reason, you may make a written request to the Department of Financial Services, within ten (10) days of receipt of this notice, to review our cancellation decision. Also, we will simultaneously send a copy of this cancellation notice to the Department of Financial Services.
- (i) With respect to a professional liability insurance policy, revocation or suspension of the insured's license to practice his/her profession or, if the insured is a hospital, it no longer possesses a valid operating certificate under section twenty-eight hundred one-a of the public health law.

We will mail or deliver written notice of cancellation to the first Named Insured at least:

- (i) Fifteen (15) days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (ii) One hundred twenty (120) days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice, including the reason for cancellation, to the first Named Insured at the address shown in the Policy and to the authorized agent or broker.
- B.** The following is added to Common Policy Condition **2. Cancellation** and supersedes anything to the contrary:
- g. If one of the reasons for cancellation in Paragraph **b.(2)**, above, exists, we may cancel this entire policy, even if the reason for

cancellation pertains only to a new coverage or endorsement initially effective subsequent to the original issuance of this Policy.

- C.** The following is added to Condition **5. Examination Of Your Books And Records:**

An audit to determine final premium for policies under which the initial premium is based on an estimate of the insured's exposure base shall be conducted within 180 days after expiration of such policy.
- D.** The second to last paragraph of Condition **7. Legal Action Against Us** is deleted and replaced by the following:

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of the respective Coverage Form or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.
- E.** Condition **14. When We Do Not Renew** is deleted and replaced by the following:

14. Nonrenewal and Conditional Renewal

a. Nonrenewal

If we decide not to renew this Policy we will send notice as provided in Paragraph **14.c.**, below.

b. Conditional Renewal

If we conditionally renew this Policy subject to:

- (1) A change of limits;
- (2) A change in type of coverage;
- (3) A reduction of coverage;
- (4) An increased deductible;
- (5) An addition of exclusion; or
- (6) Increased premiums in excess of ten percent (10%), exclusive of any premium increase due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit;

we will send notice as provided in Paragraph **14.c.**, below.

c. Notices of Nonrenewal and Conditional Renewal

(1) If we decide not to renew this Policy or to conditionally renew this Policy as provided in Paragraphs **14.a.** and **14.b.**, above, we will mail or deliver written notice to the first Named Insured shown in the Declarations at least sixty (60) but not more than one hundred twenty (120) days before:

- (a) The expiration date; or
- (b) The anniversary date if this is a continuous Policy.

(2) Notice will be mailed or delivered to the first Named Insured at the address shown in the Policy and to the authorized agent or broker. If notice is mailed, proof of mailing will be sufficient proof of notice.

(3) Notice will include the specific reason(s) for nonrenewal or conditional renewal, including the amount of any premium increase for conditional renewal and description of any other changes.

(4) If we violate any of the provisions of Paragraph **14.c.(1), (2) or (3)** above by sending the first Named Insured an incomplete or late conditional renewal notice or a late nonrenewal notice:

- (a) And if notice is provided prior to the expiration date of this Policy, coverage will remain in effect at the same terms and conditions of this Policy at the lower of the current rates or the prior period's rates until sixty (60) days after such notice is mailed or delivered, unless the first Named Insured, during this sixty (60) day period, has replaced the coverage or elects to cancel;
- (b) And if the notice is provided on or after the expiration date of this Policy, coverage will remain in effect at the same terms and conditions of this Policy for another policy period, at the lower of the current rates or the prior period's rates, unless the first Named Insured, during this additional policy period, has replaced the coverage or elects to cancel.

The aggregate limits of this policy as

shown in the Declarations will be increased in proportion to any policy extension provided in accordance with Paragraphs **14.c.(4)(a)** and **(b)**.

(5) If you elect to renew on the basis of a late conditional renewal notice, the terms, conditions and rates set forth in such notice shall apply:

(a) Upon expiration of the sixty (60) day period, unless Subparagraph **(b)** below applies; or

(b) Notwithstanding the provisions in Paragraphs **(4)(a)** and **(4)(b)**, above, as of the renewal date of the Policy if the conditional renewal notice was sent at least thirty (30) days prior to the expiration or anniversary date of the Policy.

(6) We will not send you notice of nonrenewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that the Policy has been replaced or is no longer desired.

F. Condition **16. Two Or More Coverage Forms** is deleted in entirety.

G. The following provisions apply to the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** and **BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FORM**:

1. Items **G.2.** and **G.3.** apply if this policy meets the following conditions:

a. The policy is issued or issued for delivery in New York State covering property located in this state; and

b. The policy insures:

(1) For loss of or damage to structures, other than hotels or motels, used predominantly for residential purposes and consisting of no more than four dwelling units; or

(2) For loss of or damage to personal property other than farm personal property or business property; or

(3) Against damages arising from liability for loss of, damage to or injury to persons or property, except liability arising from business or farming; and

c. The portion of the annual premium attributable to the property and

contingencies described in 1.b. exceeds the portion applicable to other property and contingencies.

2. Common Policy Condition 2. Cancellation, Paragraph **b.** is replaced by the following:

b. Procedure and Reasons for Cancellation

(1) We may cancel this entire policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(a) Fifteen (15) days before the effective date of cancellation if we cancel for nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due; or

(b) Thirty (30) days before the effective date of cancellation if we cancel for any other reason.

(2) But if this policy:

(a) Has been in effect for more than sixty (60) days; or

(b) Is a renewal of a policy we issued; we may cancel this policy only for one or more of the following reasons:

(a) Nonpayment of premium, provided however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due;

(b) Conviction of a crime arising out of acts increasing the risk of loss;

(c) Discovery of fraud or material misrepresentation in obtaining the policy or in making a claim;

(d) Discovery of willful or reckless acts or omissions increasing the risk of loss;

(e) Physical changes in the covered property that make that property uninsurable in accordance with our objective and uniformly applied underwriting standards in effect when we:

i. Issued the policy; or

ii. Last voluntarily renewed the

policy;

(f) The Superintendent of Financial Services' determination that continuing the policy would violate Chapter 28 of the Insurance Law; or

(g) Required pursuant to a determination by the Superintendent of Financial Services that the continuation of our present premium volume would be hazardous to the interests of our policyholders, our creditors or the public.

3. The following are added:

a. Conditional Continuation

Instead of cancelling this policy, we may continue it on the condition that:

(1) The policy limits be changed; or

(2) Any coverage not required by law be eliminated.

If this policy is conditionally continued, we will mail or deliver to the first Named Insured written notice at least twenty (20) days before the effective date of the change or elimination. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

b. Nonrenewal

If, as allowed by the laws of New York State, we:

(1) Do not renew this policy; or

(2) Condition policy renewal upon:

(a) Change of limits; or

(b) Elimination of coverage;

we will mail or deliver written notice of nonrenewal or conditional renewal:

(a) At least forty-five (45) days; but

(b) Not more than sixty (60) days;

before the expiration date of the policy. We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as

mailing.

- c. When the property is subject to the Anti-arson Application in accordance with New York Department of Financial Services' Insurance Regulation No. 96, the following provisions are added:

If you fail to return the completed, signed and affirmed anti-arson application to us:

- (1) Or our broker or agent within forty-five (45) days of the effective date of a new policy, we will cancel the entire policy by giving twenty (20) days' written notice to you and to the mortgageholder shown in the Declarations.
- (2) Before the expiration date of any policy, we will cancel the policy by giving written notice to you and to the mortgageholder shown in the Declarations at least fifteen (15) days before the effective date of cancellation.

The cancellation provisions set forth in **c.(1)** and **c.(2)** above supersede any contrary provisions in this policy including this endorsement.

If the notice in **c.(1)** or **c.(2)** above is mailed, proof of mailing will be sufficient proof of notice. Delivery of the notice will be the same as mailing.

4. Paragraphs **f.** and **g.** of the Mortgageholders Condition of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** are replaced by the following:

f. Cancellation

- (1) If we cancel this policy, we will give written notice to the mortgageholder at least:
 - (a) Ten (10) days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - (b) Thirty (30) days before the effective date of cancellation if we cancel for any other reason.
- (2) If you cancel this policy, we will give written notice to the mortgageholder. With respect to the mortgageholder's interest only, cancellation will become effective on the later of:
 - (a) The effective date of cancellation

of the insured's coverage; or

- (b) Ten (10) days after we give notice to the mortgageholder.

g. Nonrenewal

- (1) If we elect not to renew this policy, we will give written notice to the mortgageholder at least ten (10) days before the expiration date of this policy.
- (2) If you elect not to renew this policy, we will give written notice to the mortgageholder. With respect to the mortgageholder's interest only, nonrenewal will become effective on the later of:
 - (a) The expiration date of the policy; or
 - (b) Ten (10) days after we give notice to the mortgageholder.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES

This endorsement modifies insurance provided under the following:

PUBLIC ENTITY GENERAL LIABILITY COVERAGE FORM

- A.** The following provision is added and supersedes any provision to the contrary:

Failure to give notice to us as required under this Coverage Form shall not invalidate any "claim" made by the insured, injured person or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no "claim" made by the insured, injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

- B. SECTION II – EXCLUSIONS** is amended as follows:

1. The following is added to Paragraph 1.b. **Expected or Intended Injury**:

Provided, however, coverage will only be provided on the basis of the insured's vicarious liability.

Coverage for assault and battery is prohibited except for in the defense of persons or property.

2. Paragraph 6.a. **Pollution** is deleted in its entirety and replaced by the following:

a. To "bodily injury", "property damage", "personal and advertising injury", or any other injury, damage, loss, cost, expense, liability or legal obligation arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" into the environment. Environment includes any air, land, structure (or the air within), watercourse or other body of water, including underground water; or

3. Paragraph 9. **Aircraft, Auto or Watercraft**, the last paragraph is deleted and replaced by the following:

This exception does not apply if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would apply to any aircraft that is hired, chartered or loaned with a paid crew, whether the other insurance is primary, excess, contingent or on any other basis.

4. Paragraph 30.a. **Medical Payments Exclusions** is deleted and replaced by the following:

a. To any insured, except your "volunteer workers";

- C. SECTION IV – LIMITS OF INSURANCE** is amended as follows:

1. Paragraph 1. the last paragraph following 1.c. is deleted and not replaced.
2. The last paragraph following 7. is deleted and replaced by the following:

The limits of this Coverage Form apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the "policy period" shown in the Declarations, unless the "policy period" is extended after issuance for an additional period of less than 12 months. In that case, the limits will be increased in proportion to the policy extension that has been granted.

- D. SECTION V – PUBLIC ENTITY GENERAL LIABILITY CONDITIONS** is amended as follows:

1. Paragraph 2. **Other Insurance**, the first paragraph is deleted and replaced by the following:

The insurance afforded by this Coverage Form is excess over any other valid and collectible insurance, whether primary, excess, contingent or on any other basis, except when purchased specifically to apply in excess of this insurance.

2. The following condition is added and supersedes anything to the contrary:

TRANSFER OF DUTIES WHEN A LIMIT OF INSURANCE IS USED UP

a. If we conclude that, based on "claims" or "suits" which have been reported to us and to which this insurance may apply, the General Aggregate Limit is likely to be used up in the payment of judgments or settlements, we will notify the Named Insured, in writing, to that effect.

b. When the General Aggregate Limit described in Paragraph a. above has actually been used up in the payment of judgments or settlements:

(1) We will notify the Named Insured, in writing, as soon as practicable, that:

(a) Such limit has actually been used up; and

(b) Our duty to defend "suits" seeking damages subject to that limit has also ended.

(2) We will initiate, and cooperate in, the transfer of control, to any appropriate insured, of all "claims" and "suits" seeking damages which are subject to that limit and which are reported to us before that limit is used up. That insured must cooperate in the transfer of control of said "claims" and "suits".

We agree to take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such "suits" until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.

We will take no action whatsoever with respect to any "claim" or "suit" seeking damages that would have been subject to that limit, had it not been used up, if the "claim" or "suit" is reported to us after that limit of insurance has been used up.

(3) The Named Insured, and any other insured involved in a "suit" seeking damages subject to that limit, must arrange for the defense of such "suit" within such time period as agreed to between the appropriate insured and us. Absent any such agreement, arrangements for the defense of such "suit" must be made as soon as practicable.

c. The Named Insured will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with Paragraph b.(2) above.

The duty of the Named Insured to reimburse us will begin on:

(1) The date on which the applicable limit of insurance is used up, if we sent notice in accordance with Paragraph a. above; or

(2) The date on which we sent notice in accordance with Paragraph b.(1) above, if we did not send notice in accordance with Paragraph a. above.

d. The exhaustion of any limit of insurance by the payments of judgments or settlements, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.

E. Definition 20. "Loading or Unloading" under SECTION VI – DEFINITIONS does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASBESTOS EXCLUSION

This endorsement modifies insurance provided by:

PUBLIC ENTITY GENERAL LIABILITY COVERAGE FORM

POLICE PROFESSIONAL LIABILITY COVERAGE FORM

PUBLIC OFFICIALS LIABILITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM

The following exclusion is added:

1. This insurance does not apply to any "bodily injury", "property damage", "personal and advertising injury", or any loss, cost, expense or legal obligation in whole or in part caused by, resulting from, arising out of, or in any way related to asbestos, included but not limited to:
 - a. The manufacture, sale, distribution, handling, use, installation, removal, abatement, containment, storage, transportation, disposal, existence, presence, emanation, emission, release, inhalation, ingestion, absorption, or transmission of or exposure to asbestos;
 - b. Any supervision, instructions, recommendations, notices, warnings or advice given or which should have been given in connection with asbestos;
 - c. Any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat detoxify, remediate, neutralize, or in any way respond to or assess the extent or the effects of asbestos; or
 - d. Any claim, suit or proceeding for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, remediating, neutralizing or in any way responding to, or assessing the effects of asbestos.

We shall have no obligation of any kind including but not limited to, any obligation to investigate, defend, pay defense costs, settle, or pay settlements or judgments as to any claim, suit or proceeding involving or allegedly involving asbestos.

As used in this exclusion, asbestos includes but is not limited to, the mineral asbestos in any form, whether or not the asbestos is:

- a. A fiber, particle or dust;
- b. Used alone or in any combination with any substance or material;
- c. Contained in, or on, or incorporated into, products, goods or materials; or
- d. Present, existing at or contained, stored or transported in any part of any building, structure, building material, product or any other real or personal property.

This exclusion does not apply to any "bodily injury" or "property damage" that is caused by a sudden, abrupt striking by, or impact with, asbestos, which causes an immediate and conspicuous manifestation of physical injury to persons or property, or to "bodily injury" or "property damage" arising directly out of the "emergency service actions" or "emergency training operations" of your Fire Department or Hazardous Materials Unit.

State: New York **First Filing Company:** Pennsylvania Manufacturers' Association Insurance Company, ...
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability
Product Name: General Liability - Public Entities
Project Name/Number: New Independent Forms/Rates/Rules/ORSIU-GL-18

Rate Information

Rate data applies to filing.

Filing Method: Prior Approval
Rate Change Type: Neutral
Overall Percentage of Last Rate Revision: %
Effective Date of Last Rate Revision:
Filing Method of Last Filing:
SERFF Tracking Number of Last Filing: N/A - New Program

Company Rate Information

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	Number of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where req'd):	Minimum % Change (where req'd):
Pennsylvania Manufacturers' Association Insurance Company	0.000%	0.000%	\$0	0	\$0	0.000%	0.000%
Manufacturers Alliance Insurance Company	0.000%	0.000%	\$0	0	\$0	0.000%	0.000%
Pennsylvania Manufacturers Indemnity Company	0.000%	0.000%	\$0	0	\$0	0.000%	0.000%

SERFF Tracking #:

OREP-131979383

State Tracking #:

R2019002196

Company Tracking #:

ORSIU-GL-18

State:

New York

First Filing Company:

Pennsylvania Manufacturers' Association Insurance Company, ...

TOI/Sub-TOI:

17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability

Product Name:

General Liability - Public Entities

Project Name/Number:

New Independent Forms/Rates/Rules/ORSIU-GL-18

Rate/Rule Schedule

Item No.	Schedule Item Status	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing Number	Attachments
1		General Liability Countrywide Exception Pages	CG-CW-PE-1 to 5 (Edition 11.18)	New		CG-CW-PE-1_6 11.18.pdf
2		General Liability State Exception Pages	CG-NY-PE-1 to 3 (Edition 08.19)	New		CG-NY-PE-1 08.19.pdf

COMMERCIAL LINES MANUAL
DIVISION SIX – COMMERCIAL GENERAL LIABILITY
GOVERNMENTAL ENTITIES

Companies: Pennsylvania Manufacturers' Association Insurance Company
Pennsylvania Manufacturers Indemnity Company
Manufacturers Alliance Insurance Company

Division: Six – Commercial General Liability

The following applies to Governmental Entity risks.

PUBLIC ENTITY GENERAL LIABILITY COVERAGE

SECTION I – GENERAL RULES

A. Application of Rules

The otherwise applicable Division Six – Commercial General Liability rules, rates and forms filed by or on behalf of the company apply except as modified by these exception pages.

B. Eligibility

Governmental Entity insurance coverage is designed to meet the unique needs of public and governmental organizations including, but not limited to, municipalities, counties, boroughs, towns, and water and sewer entities and their associated exposures.

C. Basic Forms Applicable

a. Coverage form:

Public Entity General Liability Coverage Form, PGL 53 00

b. Mandatory endorsements:

1. Common Policy Conditions PIL 01 22
2. Asbestos Exclusion PGL 53 02.
3. Electromagnetic Radiation Exclusion PGL 53 08.
4. Fungi or Bacteria Exclusion PGL 53 12.
5. Lead Exclusion PGL 53 13.
6. Silica or Silica-Related Dust Exclusion PGL 53 24.
7. Exclusion - Access To Or Disclosure Of Confidential Or Personal Information, Data-Related Liability And Internet PG 53 34.
8. Governmental Subdivisions Amendatory Endorsement PGL 53 36.

D. Policy Writing Minimum Premium

The policy writing minimum premium is \$1,000.

SECTION II – COVERAGE RULES

A. Base Premium Determination

1. Determine the applicable classifications and select the appropriate rates for the limit of liability being rated from the **Base Rate** table shown in the State Exception Page, or the CLM, if not addressed in this rating plan.

COMMERCIAL LINES MANUAL
DIVISION SIX – COMMERCIAL GENERAL LIABILITY
GOVERNMENTAL ENTITIES

Companies: Pennsylvania Manufacturers' Association Insurance Company
 Pennsylvania Manufacturers Indemnity Company
 Manufacturers Alliance Insurance Company

Division: Six – Commercial General Liability

2. If a deductible applies, multiply the appropriate deductible factor in the **Liability Deductible Factor** table times the rate determined in **1.** above.
3. Multiply the exposure for each classification by the net rate determined in Paragraph **1.** and **2.**

B. Liability Deductible Factor

Deductible	Factor
\$250	0.995
\$500	0.980
\$1,000	0.960
\$2,500	0.924
\$5,000	0.890
\$7,500	0.850
\$10,000	0.810
\$25,000	0.770

C. Coverage Amendments and Endorsements

1. Specific Perils – Damage to Premises Rented to You Coverage

The base policy provides a limit of \$1,000,000 Any One Premises. A premium reduction will be applied for lower limits as shown below.

Limit	Premium Adjustment
\$100,000	- \$180
\$250,000	- \$150
\$500,000	- \$100
\$750,000	- \$50

2. Terrorism Coverage
Add a flat 1% - 5% to include coverage for terrorism.
3. Amendment – Aggregate Limits Of Insurance (Per Location) PGL 53 01 is used to change the general aggregate limit from a per policy basis to a per location basis.
4. Attach Athletic or Sports Participants Exclusion PGL 53 03 to exclude athletic or sports participants exposure.
5. Attach Camps or Campgrounds Exclusion PGL 53 04 to exclude camps or campgrounds exposure.
6. Attach Dam Failure Exclusion PGL 53 05 to exclude dam failure exposure.
7. Attach Deductible Liability Insurance PGL 53 06 when there is a general liability deductible.
8. Liability arising out of a specific ongoing operation maintained or operated by an insured may be excluded by attaching Designated Ongoing Operations Exclusion PGL 53 07.

COMMERCIAL LINES MANUAL
DIVISION SIX – COMMERCIAL GENERAL LIABILITY
GOVERNMENTAL ENTITIES

Companies: Pennsylvania Manufacturers' Association Insurance Company
 Pennsylvania Manufacturers Indemnity Company
 Manufacturers Alliance Insurance Company

Division: Six – Commercial General Liability

9. Employee Benefits Administration Errors & Omissions Coverage, PGL 53 09

The premium is calculated as a flat amount (multiplied by the Claims-Made multiplier) for policies covering up to 2,000 employees. For policies covering more than 2,000 employees a base amount is charged, plus a rate for each employee in excess of 2,000 up to 10,000 employees.

Flat Rate per Number of Employees:

Per Claim Limit	Aggregate Limit	1 - 25	26 - 100	101 - 500	501 - 1,000	1,001 - 2,000
\$25,000	\$50,000	\$120	\$150	\$175	\$225	\$313
\$100,000	\$300,000	\$180	\$225	\$263	\$350	\$475
\$500,000	\$500,000	\$238	\$298	\$348	\$448	\$620
\$500,000	\$1,000,000	\$242	\$303	\$353	\$445	\$630
\$1,000,000	\$1,000,000	\$262	\$328	\$383	\$493	\$685
\$1,000,000	\$2,000,000	\$268	\$335	\$393	\$505	\$700
\$2,000,000	\$2,000,000	\$303	\$379	\$446	\$575	\$796

Additional Charge:

Per Claim Limit	Aggregate Limit	Charge Per Additional Employee: 2,001 - 10,000	Charge Per Additional Employee: > 10,000
\$25,000	\$50,000	\$0.09	\$0.06
\$100,000	\$300,000	\$0.14	\$0.09
\$500,000	\$500,000	\$0.18	\$0.11
\$500,000	\$1,000,000	\$0.19	\$0.12
\$1,000,000	\$1,000,000	\$0.20	\$0.13
\$1,000,000	\$2,000,000	\$0.21	\$0.14
\$2,000,000	\$2,000,000	\$0.28	\$0.20

10. Attach Existence Of Dam, Reservoir, Lake or Pond Exclusion PGL 53 10 to exclude dam existence exposure.
11. Attach Fireworks Exclusion PGL 53 11 to exclude fireworks exposure.
12. Coverage for liability arising out of the selling, serving, or furnishing of alcoholic beverages may be added by attaching Liquor Liability Exclusion Amendment – Exception For Scheduled Activities, PGL 53 14.
13. To exclude bodily injury to any child enrolled in a day care center use Exclusion – Medical Payments To Children Day Care Centers PGL 53 15. Apply a 1% credit.
14. To delete medical payments coverage attach Medical Payments Exclusion PGL 53 16. Apply a 1% credit.
15. No-Fault Sewer Back Up Coverage Amendment, PGL 53 17

The charge for this endorsement will be 5-25% of the premises/operations premium and is subject to a \$2,500 minimum premium.

COMMERCIAL LINES MANUAL
DIVISION SIX – COMMERCIAL GENERAL LIABILITY
GOVERNMENTAL ENTITIES

Companies: Pennsylvania Manufacturers' Association Insurance Company
 Pennsylvania Manufacturers Indemnity Company
 Manufacturers Alliance Insurance Company

Division: Six – Commercial General Liability

16. Nurses Professional Liability, PGL 53 18

This endorsement provides professional coverage for nurses. Use table below to rate:

Limits Available	Rate per Nurse
100,000 / 300,000	\$250
250,000 / 500,000	\$350
1,000,000 / 1,000,000	\$500

- 17. Prior Acts Amendatory Endorsement PGL 53 19** extends coverage retroactively to a specified retro date when the insured's expiring coverage was on a claims made basis.
- 18. Attach Exclusion – Services Furnished By Professional Health Care Providers PGL 53 20** when there is no fire department exposure on the policy.
- 19. To exclude punitive or exemplary damages, use Punitive or Exemplary Damage Exclusion PGL 53 21.** Apply a 1% credit.
- 20. Use Sewer Back-Up Deductible Property Damage Liability PGL 53 22** to apply a deductible per each sewer back-up property damage occurrence.
- 21. Abuse or Molestation Liability Coverage, PGL 53 23**

The charge for this endorsement is based on the table below:

Limits Available	250,000 / 500,000	500,000 / 1,000,000	1,000,000 / 1,000,000
Premium Charge	5% of GL premium	8% of GL premium	10% of GL premium
Minimum Premium	\$500	\$1,000	\$1,250

- 22. Attach Abuse or Molestation Exclusion PGL 53 25** to all policies except when Abuse or Molestation Liability Coverage is purchased.
- 23. Use Specific Incidents Exclusion PGL 53 27** to exclude payment or defense for any known incident scheduled on the endorsement.
- 24. Attach Trampoline Exclusion PGL 53 28** to exclude trampoline type exposure.
- 25. Use Watercraft PGL 53 29** to provide coverage for scheduled watercraft. Apply a 1% charge to the final premium.
- 26. Use Changes – Who Is An Insured (Boards, Commissions and Other Units Exception) PGL 53 30** to expand the who is an insured provision to extend over the entities listed in the schedule on the endorsement.
- 27. Use Airport Premises Liability Endorsement PGL 53 31** to provide coverage for airport premises open to the public such as vehicle parking lots/garages and sidewalks.
- 28. Failure to Supply Endorsement, PGL 53 32**

The additional premium charge will be calculated as follows and is applicable to utilities supplying gas, oil, water or steam.

COMMERCIAL LINES MANUAL
DIVISION SIX – COMMERCIAL GENERAL LIABILITY
GOVERNMENTAL ENTITIES

Companies: Pennsylvania Manufacturers' Association Insurance Company
 Pennsylvania Manufacturers Indemnity Company
 Manufacturers Alliance Insurance Company

Division: Six – Commercial General Liability

The portion of the General Liability class code premium generated by the utility that is eligible for Failure to Supply coverage should be multiplied by the additional premium factor from the table below to calculate the Failure to Supply premium.

Limit	Additional Premium Factor
\$100,000	1.15
\$250,000	1.25
\$500,000	1.35
\$1,000,000	1.45

29. Amendment – Aggregate Limits Of Insurance (Per Project) PGL 53 35 is used to change the general aggregate limit from a per policy basis to a per project basis.

D. Schedule Rating

A schedule rating modification may be applied to the otherwise chargeable premium in accordance with the following table to reflect such characteristics of the risk as are not reflected in the experience. Refer to state exception page for maximum credit or debit.

Risk Characteristic	Maximum Deviation from midpoint
a. Management – attitude, experience, financial	-/+ 15%
b. Loss prevention programs, policies, procedures	-/+ 15%
c. Personnel – selection, training, supervision, experience	-/+ 10%
d. Premises and location – condition, care, accessibility	-/+ 10%
e. Equipment – type, condition, care	-/+ 10%

**COMMERCIAL LINES MANUAL
DIVISION SIX – COMMERCIAL GENERAL LIABILITY
GOVERNMENTAL ENTITIES**

Companies: Pennsylvania Manufacturers' Association Insurance Company
Pennsylvania Manufacturers Indemnity Company
Manufacturers Alliance Insurance Company

Division: Six – Commercial General Liability

PUBLIC ENTITY GENERAL LIABILITY COVERAGE

SECTION I – GENERAL RULES

C. Basic Forms Applicable, b. Mandatory endorsements is amended as follows:

- (a) Paragraph 4. Fungi or Bacteria Exclusion PGL 53 12 is deleted and not replaced.
- (b) Paragraph 5. Lead Exclusion PGL 53 13 is deleted. Refer to **C. Coverage Amendments and Endorsements**.
- (c) The following mandatory endorsement is added:
Punitive or Exemplary Damage Exclusion PGL 53 21.

SECTION II – COVERAGE RULES

A. Base Rate

Rates are based on a limit of \$1,000,000 per occurrence, \$3,000,000 aggregate.

Description	Exposure Base	Base Rate
City	O	5.03
County	O	4.80
Electric Light or Power Companies	P	47.86
Fire Department	A	153.58
Fire Department - Volunteer	A	154.17
Irrigation or Drainage System Construction	P	73.62
Irrigation Works Operations	P	31.01
Sewers	M	75.00
Sewer Mains or Connections Constructions	P	26.32
Elementary School	E	7.85
Schools High	E	6.53
Water Companies	P	23.06
Wastewater Operations – Public or Private	P	35.23

Legend:

- A Area / sq. feet per 1000
- E Each
- M # of miles
- O Operating expense per 1000
- P Payroll per 1000

**COMMERCIAL LINES MANUAL
DIVISION SIX – COMMERCIAL GENERAL LIABILITY
GOVERNMENTAL ENTITIES**

Companies: Pennsylvania Manufacturers' Association Insurance Company
 Pennsylvania Manufacturers Indemnity Company
 Manufacturers Alliance Insurance Company

Division: Six – Commercial General Liability

C. Coverage Amendments and Endorsements is amended as follows:

- (a) Paragraph **2.** is deleted and replaced by the following:
 - 2.** Terrorism Coverage
 Add a flat 2.5% to include coverage for terrorism.
- (b) Paragraph **9.** Employee Benefits Administration Errors & Omissions Coverage is amended by replacing PGL 53 09 with PGL 53 42.
- (c) Paragraph **12.** Liquor Liability Exclusion Amendment – Exception For Scheduled Activities is deleted in its entirety and not replaced.
- (d) Paragraph **13.** is deleted and replaced by the following.
 - 13.** To exclude bodily injury to any child enrolled in a day care center use Exclusion – Medical Payments To Children Day Care Centers PGL 53 15. This endorsement is mandated for all risks in either of the ISO day care center class codes 41715 or 41716.
- (e) Paragraph **15.** is deleted and replaced by the following:
 - 15.** No-Fault Sewer Back Up Coverage Amendment, PGL 53 17
 The charge for this endorsement will be 15% of the premises/operations premium.
- (f) Paragraph **19.** Punitive or Exemplary Damage is deleted. Refer to **C. Basic Forms Applicable, b.** Mandatory endorsements.
- (g) Paragraph **21.** Abuse or Molestation Liability Coverage is amended by replacing PGL 53 23 with PGL 53 43.
- (h) Paragraph **23.** Specific Incidents Exclusion is amended by replacing PGL 53 27 with PGL 53 44.
- (i) Paragraph **25.** Watercraft is deleted in its entirety and not replaced.
- (j) The following is added:
 - 30.** Lead Exclusion
 Liability arising from lead exposure or contamination may be excluded by attaching Lead Exclusion – New York PGL 53 39. This 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. Apply a 2% credit to the final premium.

D. Schedule Rating is deleted and not replaced.

**COMMERCIAL LINES MANUAL
DIVISION SIX – COMMERCIAL GENERAL LIABILITY
GOVERNMENTAL ENTITIES**

Companies: Pennsylvania Manufacturers' Association Insurance Company
Pennsylvania Manufacturers Indemnity Company
Manufacturers Alliance Insurance Company

Division: Six – Commercial General Liability

The following ADDITIONAL RULE is added:

Prior Acts Coverage

Employee Benefits Administration Errors & Omissions Coverage PGL 53 09 and Prior Acts Amendatory Endorsement PGL 53 19 may only be used for an insured switching from a claims-made policy and may not be used for an insured with an uninsured prior acts exposure.

State: New York **First Filing Company:** Pennsylvania Manufacturers' Association Insurance Company, ...
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability
Product Name: General Liability - Public Entities
Project Name/Number: New Independent Forms/Rates/Rules/ORSIU-GL-18

Supporting Document Schedules

Satisfied - Item:	Explanatory Memorandum
Comments:	<p>Pennsylvania Manufacturers' Association Insurance Company (PMA), Pennsylvania Manufacturers Indemnity Company (PMI), and Manufacturers Alliance Insurance Company (MAICO) are submitting this filing to introduce forms and a new rating plan for General Liability coverage for Governmental Entity risks.</p> <p>Please note this is a resubmission of NY Tracking # R2019001229, which was disapproved by the Department on 5/7/19. All objections from this previous filing have been addressed in the "Resubmission Memorandum" document included in this filing.</p> <p>Attached are the following:</p> <ul style="list-style-type: none"> -Independent Forms -General Liability Exception Pages, CG-CW-PE (Edition 11.18) -State Exception Pages, CG-NY-PE (Edition 06.19) -Supporting Documentation including the Resubmission Memorandum <p>We ask that this filing become effective upon approval.</p>
Attachment(s):	NY ORSIU-GL-18 - Resubmission Memorandum 6-19.pdf
Item Status:	
Status Date:	
Satisfied - Item:	Commercial Liability Insurance Review Standards Checklist
Comments:	
Attachment(s):	NY GL Review Standards Checklist.pdf
Item Status:	
Status Date:	
Satisfied - Item:	Commercial Liability Insurance Form Filing Compliance Questionnaire
Comments:	
Attachment(s):	NY GL Commercial Liability Form Questionnaire.pdf
Item Status:	
Status Date:	
Satisfied - Item:	Commercial Lines Cancellation & Nonrenewal Form Filing Compliance Questionnaire (NYIL 3426)
Comments:	
Attachment(s):	NY GL CNR Checklist.pdf
Item Status:	
Status Date:	

State: New York **First Filing Company:** Pennsylvania Manufacturers' Association Insurance Company, ...
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability
Product Name: General Liability - Public Entities
Project Name/Number: New Independent Forms/Rates/Rules/ORSIU-GL-18

Bypassed - Item:	Defense-Within-Limits Policies Form Filing Compliance Questionnaire
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Claims-Made Policies Form Filing Compliance Questionnaire
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Side-By-Side Comparisons
Bypass Reason:	N/A - New Forms/Rates/Rules Only
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Sexual harassment coverage requirements
Comments:	In Compliance
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Prior Acts Coverage with an Occurrence Policy
Comments:	In Compliance
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Worldwide Coverage provisions or Endorsements
Comments:	In Compliance
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Rates and/or Rating Plans
--------------------------	---------------------------

SERFF Tracking #:

OREP-131979383

State Tracking #:

R2019002196

Company Tracking #:

ORSIU-GL-18

State:

New York

First Filing Company:

Pennsylvania Manufacturers' Association Insurance Company, ...

TOI/Sub-TOI:

17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability

Product Name:

General Liability - Public Entities

Project Name/Number:

New Independent Forms/Rates/Rules/ORSIU-GL-18

Comments:	
Attachment(s):	CMP-1.pdf CMP-2.pdf CMP-3.pdf JDG-1.pdf RF-2.pdf RF-3.pdf RF-4.pdf NY GL Rate Filing Sequence Checklist.pdf NY Liability Minimum Premium Support.pdf
Item Status:	
Status Date:	
Satisfied - Item:	Filing Authorization Letter
Comments:	
Attachment(s):	1 - IRC Filing Authorization Letter.pdf
Item Status:	
Status Date:	
Satisfied - Item:	Response Letter 8/2
Comments:	
Attachment(s):	NY ORSIU-GL-18 - Response 8-2-19.pdf
Item Status:	
Status Date:	

General Liability - Public Entities
New York Resubmission Memorandum

Pennsylvania Manufacturers' Association Insurance Company (PMA), Pennsylvania Manufacturers Indemnity Company (PMI), and Manufacturers Alliance Insurance Company (MAICO) are submitting this filing to introduce forms and a new rating plan for General Liability coverage for Governmental Entity risks.

Please note this is a resubmission of NY Tracking # R2019001229, which was disapproved by the Department on 5/7/19. All objections from this previous filing have been addressed below.

1. PUBLIC ENTITY GENERAL LIABILITY COVERAGE FORM PGL 53 00

- a) We note the company's response to objection 1. (i). Please also add an exclusion to state that coverage for assault and battery is prohibited except for defense of persons or property.

RESPONSE: Please refer to subparagraph B.1. of the New York Changes endorsement, which amends the policy's paragraph 1.b. under Section II. Exclusions to provide the clarification that "coverage for assault and battery is prohibited except for in the defense of persons or property."

- b) We note the company's response to 1. (vi) 30. Medical Payments Exclusions. "The exception to the exclusion would apply to volunteer workers who are not considered employees and do not have to be covered by a workers compensation policy." The provision provides that the coverage may apply excess of workers' compensation. This appears to be misleading with respect to Worker's Compensation New York requirements as statutory coverage is generally unlimited.

RESPONSE: Please refer to the revised New York Changes PGL 53 38. Medical Payments Exclusion paragraph a. has been revised to remove the offending language bringing the exclusion in line with the ISO Any Insured Medical Payments exclusion.

2. LIQUOR LIABILITY EXCLUSION AMENDMENT – EXCEPTION FOR SCHEDULED ACTIVITIES PGL 53 14

Please be advised that unless the company's manual rules justify otherwise a rate differential should be contemplated when an exclusion or endorsement is used on an optional basis which either restricts or broadens coverage and others are not issued the endorsement. The exception would be where the endorsement is mandatory for certain classes presenting exposures not contemplated in the coverage. Please submit a manual rule that outlines the use of this form.

RESPONSE: The state exception page has been revised to show a 1% credit for PGL 53 14 Liquor Liability Exclusion Amendment - Exception For Scheduled Activities.

3. INCIDENTS EXCLUSION PGL 53 27

Please note that "Blank Exclusion Provisions" or "Blank Endorsements" are not acceptable for use in New York. A blank endorsement may change policy provisions without the proper approval by our Department.

RESPONSE: A schedule and clarifying language has been added to the endorsement. The form title and form number have been updated as well - Specific Incidents Exclusion PGL 53 27. The state exception page has been modified to show the form replacement.

4. General Liability Countrywide Exception Pages PGL 53 17

- a) 15. No-Fault Sewer Back Up Coverage Amendment, PGL 53 17 - Please provide support for \$2,500 minimum premium.

RESPONSE: The \$2,500 minimum premium has been removed for this coverage. Please refer to the updated state exception page, CG-NY-PE-1 Ed 06.19.

- b) We note that Exhibits CMP1, CMP2, CMP3 and JDG1 are not listed separately. Please separate and identify each exhibit and follow the detailed instructions of the Rate Filing Sequence Checklist.

RESPONSE: Please see attached actuarial exhibits CMP-1, CMP-2, CMP-3 and JDG-1. We have also re-titled the actuarial memorandum and expense exhibits as RF-2, RF-3 and RF-4 to correspond with that as requested by the Rate Filing Sequence Checklist.

- c) D. Schedule Rating- Please revise the characteristics so they are more descriptive. The plan must clearly indicate, in detail, the objective criteria that permit upward and downward adjustment of the base rates.

RESPONSE: The updated state exception page, CG-NY-PE-1 Ed 06.19, amends the countrywide exception page by deleting the schedule rating found under Section II.D.

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES
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: https://www.dfs.ny.gov/insurance/filer.htm	Form/Page/Para Reference
COVER LETTER AND EXPLANATORY MEMORANDUM	Circular Letter No. 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.	In Compliance
EXCLUSIONS & LIMITATIONS		The following web site contains additional information on exclusions and prohibited coverages: https://www.dfs.ny.gov/insurance/serff_main.htm#Section_IV	In Compliance
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.	In Compliance
Mold	§2307(b)		
Pollution	§2307(b)	Please refer to Item VIII of Compliance Questionnaire No. CLL.	In Compliance
Terrorism	CL 2 (2015)	The following web site contains additional information: http://www.dfs.ny.gov/insurance/circltr/2015/cl2015_02.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.	In Compliance

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES
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.	In Compliance
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: https://www.dfs.ny.gov/insurance/serff_main.htm#Section_II	N/A
NO FILE OR FILING EXEMPTIONS	Article 63 11NYCRR16(Reg. 86)	An authorized insurer must obtain a "Special Risk License" prior to writing business in the "Free Trade Zone". Such business shall be limited to a Special Risk defined as either a Class 1 risk, Class 2 risk as enumerated in the list contained in Regulation 86, or a Class 3 risk. Although filing is not required for a Class 1 risk or a Class 2 risk, rates and policy forms applied to special risks must still satisfy governing standards set forth in the Insurance Law and regulations. If it is a class 3 risk then the company is required to file for information only any form that has not been previously filed with the Superintendent within three business days after the first delivery of a policy using such form, but no later than 60 calendar days after the inception date of such policy. It should be noted that any policy form that an insurer previously filed with the Superintendent and that the Superintendent disapproved or rejected or that the insurer withdrew will not be considered to have been previously filed with the Superintendent.	N/A
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: https://www.dfs.ny.gov/insurance/serff_main.htm#Section_IV	In Compliance
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.	In Compliance
Discrimination	CL 6 (1994)	Coverage for discrimination may only be provided on vicarious basis or for disparate impact.	In Compliance
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.	In Compliance
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.	In Compliance
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.	In Compliance
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.	In Compliance
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.	N/A-New

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES
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.	In Compliance
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.	In Compliance In Compliance
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.	N/A
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.	N/A
ARBITRATION		Arbitration of disputes between an insured and the insurer may not be required.	In Compliance
BANKRUPTCY PROVISIONS			In Compliance
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.	In Compliance
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.	In Compliance
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)	In Compliance

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES
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.	In Compliance
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.	In Compliance
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.	In Compliance
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.	In Compliance
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.	In Compliance
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.	In Compliance
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.	In Compliance
Suspension	§3426(m)	A suspension of coverage shall not be considered a cancellation of coverage	In Compliance
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)	N/A
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.	N/A

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES
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.	In Compliance
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)	In Compliance
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)	In Compliance
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.	In Compliance
Loading & Unloading	§2307(b)	The term "Loading & Unloading" must remain undefined. Please refer to Item I.J of Compliance Questionnaire No. CLL.	In Compliance
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.	In Compliance
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.	N/A
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.	In Compliance
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.	In Compliance

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES
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.	N/A
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.	N/A
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.	In Compliance
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.	In Compliance
After Market Parts			
Deductibles	11NYCRR71 (Reg. 107)	If deductible is applied against defense costs, policy must comply with Reg. 107.	In Compliance
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.	In Compliance
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.	In Compliance
SUBROGATION			
OTHER PROVISIONS			

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES
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.	N/A
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.	In Compliance
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.	In Compliance
VICARIOUS LIABILITY	CL 6 (1994)	The Department permits coverage for claims of vicarious liability regardless of whether the underlying wrong is intentional or not.	In Compliance
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.	In Compliance
WARRANTIES	§3106	A breach of warranty shall not void a policy unless the breach of warranty is material.	In Compliance
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.	In Compliance
RATES & RATING PLANS	§2304 & §2344 11NYCRR161 (Reg. 129) CL 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: https://www.dfs.ny.gov/insurance/serff_main.htm#Section_II	Form/Page/Para Reference
ADOPTIONS OF RATE SERVICE ORGANIZATIONS (RSO) FILINGS			N/A

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES
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: https://www.dfs.ny.gov/insurance/serff_main.htm#Section_II	N/A
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.	N/A
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.	N/A
INDIVIDUAL RISK RATING	§2305 11NYCRR161.12 (Reg. 129)	Individual Risk Submissions not subject to prior approval shall not 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.	N/A
Prior approval	CL 4 (1996)	This form must be included in all Individual Risk Submission subject to prior approval: NYSID Form 129-c.doc	N/A
PRICING	§2304 & §2344 11NYCRR161 (Reg. 129) CL 19 (1992) & CL 4 (1996)	The following web site contains the mandatory filing procedures: https://www.dfs.ny.gov/insurance/serff_main.htm#Section_II	In Compliance
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.	In 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.	In Compliance
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.	In Compliance
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.	In Compliance
Renewal Discounts		Renewal Discounts or credits due to the insured's longevity with the company are not permitted for Commercial Liability coverage.	In Compliance
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.	In Compliance

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES
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.	In Compliance
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.	In Compliance
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.	In Compliance
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.	In Compliance
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.	In Compliance
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.	In Compliance
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			In Compliance
Actuarial or other Rate Support	11NYCRR161 (Reg. 129) CL 19 (1992) CL 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)	In Compliance

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES

COMMERCIAL LIABILITY INSURANCE FORM FILING COMPLIANCE QUESTIONNAIRE

PAGE 1 OF 3

COMPANY PMA, PMI, MAICO

Co. File No. ORSIU-GL-18

Company Contact: Kelly Gunning

Phone Number: (407) 595-3218

E-Mail Address: kellygunning@ircllc.com

Claims Made Eligible? NO

Sub-Type of Insurance Commercial General Liability

Type of Insurance Other Liability

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 checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| 2. Policy contains a proper insolvency clause | YES <input checked="" type="checkbox"/> | NO <input 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 checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| 4. Policy contains a provision permitting notice of claim to be given to company's agent. | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| 5. Is there a provision that failure to give timely notice shall not invalidate any claim if such notice is given as soon as reasonably possible? [NYIL §3420(a)(4)] | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| 6. Is there a provision that failure to give timely notice shall not invalidate any claim, unless such failure has prejudiced the insurer? [NYIL §3420(a)(5)] | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |
| 7. Is there a provision that, with respect to all liability claims (except property damage), if the insurer disclaims liability or denies coverage based upon the failure to provide timely notice, the injured person or other claimant may maintain an action directly against the insurer, provided the disclaimer or denial is based on such failure? [NYIL §3420(a)(6)] | YES <input checked="" type="checkbox"/> | NO <input type="checkbox"/> |

C. Defense Provisions

- | | | |
|--|---|-----------------------------|
| 1. Policy provides defense even if allegations are groundless, false or fraudulent? | YES <input checked="" type="checkbox"/> | NO <input 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 checked="" type="checkbox"/> | NO <input 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 checked="" type="checkbox"/> | NO <input type="checkbox"/> |

D. If policy includes coverage for personal injury, does it contain, in substance, the items contained in §1113(a)(13)? YES NO

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 NO

F. Does policy language comply with §3426? (complete §3426 checklist) 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 STATE DEPARTMENT OF FINANCIAL SERVICES

COMMERCIAL LIABILITY INSURANCE FORM FILING COMPLIANCE QUESTIONNAIRE

PAGE 2 of 3

COMPANY PMA, PMI, MAICO

Sub-Type of Insurance Commercial General Liability

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 (continued)

- | | | | |
|---|---|---|---|
| <p>G. <input type="checkbox"/> Policy is written on a claims-made basis; Does it comply with Regulation 121? (complete claims-made checklist)</p> | <p>YES <input checked="" type="checkbox"/></p> | <p>NO <input type="checkbox"/></p> | |
| <p>H. Does the policy contain warranties that violate §3105 or §3106?</p> | | <p>YES <input type="checkbox"/></p> | <p>NO <input checked="" type="checkbox"/></p> |
| <p>I. If more than one policy issued by the company/affiliate covers the loss, is coverage limited to the policy with the highest limit?</p> | | <p>YES <input type="checkbox"/></p> | <p>NO <input checked="" type="checkbox"/></p> |
| <p>J. Does the policy contain a definition of loading or unloading?</p> | | <p>YES <input type="checkbox"/></p> | <p>NO <input checked="" type="checkbox"/></p> |
| <p>K. Does the policy contain the name of an unlicensed company?</p> | | <p>YES <input type="checkbox"/></p> | <p>NO <input type="checkbox"/></p> |
| <p>L. Are there any blank forms?</p> | | <p>YES <input type="checkbox"/></p> | <p>NO <input checked="" type="checkbox"/></p> |
| <p>M. Are all forms numbered?</p> | <p>YES <input checked="" type="checkbox"/></p> | <p>NO <input type="checkbox"/></p> | |
| <p>N. Policy application:</p> <p>1. Has been filed for approval if part of the policy</p> <p>2. Complies with Regulation 95</p> | <p>YES <input checked="" type="checkbox"/></p> <p>YES <input checked="" type="checkbox"/></p> | <p>NO <input type="checkbox"/></p> <p>NO <input type="checkbox"/></p> | |
| <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> | <p>YES <input checked="" type="checkbox"/></p> | <p>NO <input type="checkbox"/></p> | |
| <p>P. Is there a provision requiring that disputes between the company and insured be resolved through arbitration?</p> | | <p>YES <input type="checkbox"/></p> | <p>NO <input checked="" type="checkbox"/></p> |

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 N/A

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 N/A

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES

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 STATE DEPARTMENT OF FINANCIAL SERVICES

COMMERCIAL LIABILITY INSURANCE FORM FILING COMPLIANCE QUESTIONNAIRE

PAGE 3 of 3

COMPANY PMA, PMI, MAICO

Sub-Type of Insurance Commercial General Liability

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.

<p>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?</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>	<p>N/A</p>
VI. For Umbrella Policies			
<p>1. Insureds consent is required to settle claims within the insured's retention, unless such consent is unreasonably withheld</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>	<p>N/A</p>
<p>2. Policy provides coverage for Workers Compensation and Employers Liability where an employee is subject to the NY Workers Compensation Law</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>	<p>N/A</p>
VII. Employment Practices			
<p>In addition to the requirements of I and II above, coverage is provided only for claims resulting from disparate impact or vicarious liability</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>	<p>N/A</p>
VIII. Does the policy contain a pollution exclusion or definition that includes any of the following as a pollutant:			
<p>Lead</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>	<p>N/A</p>
<p>Noise</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>	<p>N/A</p>
<p>Electromagnetic Fields</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>	<p>N/A</p>
IX. If the policy contains a lead exclusion:			
<p>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.</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>	<p>N/A</p>
<p>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?</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>	<p>N/A</p>
X. PURCHASING GROUPS			
<p>In addition to compliance with all form and rate requirements, Notice of Intent has been filed with Excess Lines Unit of the Property Bureau.</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>	<p>N/A</p>

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 STATE DEPARTMENT OF FINANCIAL SERVICES

COMMERCIAL LINES CANCELLATION AND NONRENEWAL FORM FILING COMPLIANCE QUESTIONNAIRE

COMPANY PMA Companies	Co. File No. ORSIU-GL-18
Company Contact: Kelly Gunning	Phone Number: (407) 595-3218
E-Mail Address: kellygunning@irccllc.com	

Instructions: All applicable items must be answered. Responses in the shaded area indicate non-compliance with Section 3426 of the New York Insurance Law. Form, page and paragraph references that bring the submission into compliance must be included. Failure to complete all items, or responses in the shaded area, will result in this filing being returned without further review.

I. SPECIFIC CANCELLATION/NONRENEWAL PROVISIONS

A. CANCELLATIONS

1. The policy provides at least 20 days notice if cancellation occurs during the first 60 days. [§3426(b)] YES NO

2. After the first 60 days, a cancellation notice must:

a. Give at least 15 days notice [§3426(c)] YES NO

b. Be only for the reason permitted by §3426(c) YES NO

B. NONRENEWAL/CONDITIONAL RENEWALS

1. Notice must be given a minimum of 60 days and maximum of 120 days notice. [§3426(e)(3)] YES NO

2. Conditional renewal notice must be sent in the event of:

a. Change of limits [§3426(e)(1)(B)] YES NO

b. Change in type of coverage [§3426(e)(1)(B)] YES NO

c. Reduction of coverage [§3426(e)(1)(B)] YES NO

d. Increased deductible [§3426(e)(1)(B)] YES NO

e. Additional exclusion [§3426(e)(1)(B)] YES NO

f. Premium increase in excess of 10% [§3426(e)(1)(B)] YES NO

3. The notice must be mailed to the insured and the insured's agent or broker. [§3426(e)(1)] YES NO

II. OTHER PROVISIONS

1. Are there any provisions, other than those in §3426(d)(2), limiting the term of the policy to less than one year? YES NO

2. Aggregate limit of expiring policy is increased in proportion to any policy extension as a result of late notice. [§3426(e)(6)] YES NO

NOTE: All citations are to the applicable paragraphs of Section 3426 (NYIL).

**PMA COMPANIES
GOVERNMENTAL ENTITIES
COMMERCIAL GENERAL LIABILITY COVERAGE**

We do not have our own historical experience with which to determine rates for this coverage, so we have relied on underwriting judgment and competitor rates to develop our rating plan. Business will be administered by a highly specialized program administrator who has several years of underwriting experience with the public entity sector. Our program administrator has suggested rates for this coverage according to their prior carrier's rating plan. These rates are primarily derived from Allied World's Governmental Insurance Program, which was filed and approved in several states. We believe these rates are reasonable as Allied targets similar classes of insureds, small to medium-sized public entities. Allied uses 'a' rating for most of these classes in New York, so we cannot cite filed and approved rates. However, most of the rates are very similar to those filed and approved in Pennsylvania.

In subsequent exhibits CMP-2 and CMP-3 we compare our proposed rates to Allied's Municipal Package Program that was filed and approved in NY (State Tracking #R2012002568, Eff. 1/24/2013) and Allied's Governmental Insurance Program filed and approved in Pennsylvania (SERFF Tracking #DRWN-130927133, Eff. 5/1/2017). Additionally, we added a rate for one class code that was not a part of Allied's Governmental Insurance Program: Wastewater Operations – Public or Private. This rate comes from another Allied Program- Resource Delivery Insurance Package and Umbrella Program. Although the program was not approved in New York, we have included the filed range of rates for this class from their New Jersey filing (SERFF Tracking #DRWN-128438955, Eff. 7/4/2012).

**PMA COMPANIES
GOVERNMENTAL ENTITIES
COMMERCIAL GENERAL LIABILITY COVERAGE**

Base Rates:

Description	Exposure Base	Allied NY Base Rate	Allied PA Base Rate	PMA Proposed Base Rate
City	O	9.27-16.37	1.37-8.69	5.03
County	O	9.21-13.71	0.86-4.80	4.80
Electric Light or Power Companies	P	Guide A	15.97-37.25	47.86
Fire Department	A	N/A	25.31-350.04	153.58
Fire Department - Volunteer	A	N/A	25.49-352.68	154.17
Irrigation or Drainage System Construction	P	N/A	15.00-35.00	73.62
Irrigation Works Operations	P	N/A	14.63-47.39	31.01
Sewers	M	Guide A	45.00-105.00	75.00
Sewer Mains or Connections Constructions	P	Guide A	15.00-35.00	26.32
Elementary School	E	N/A	1.32-17.89	7.85
Schools High	E	N/A	1.10-14.94	6.53
Water Companies	P	Guide A	13.84-32.28	23.06
Wastewater Operations – Public or Private	P	N/A	N/A	35.23

Classification	Rating Basis	Allied NJ RDIP Range	PMA Proposed Base Rate
Wastewater Operations – public or private	Per \$1,000 Payroll	21.18-35.30	35.23

Our proposed rates are individual rates rather than ranges; therefore, they are not identical to those shown above. For most classes, our rates are within the range of rates approved in Pennsylvania. For those outside the range (Electric Light or Power Companies, Irrigation or Drainage System Construction) we also reviewed ISO rating to ensure that our proposed rates were not excessive – please see exhibit CMP-3 for more detail.

Liability Deductible Factor: Liability Deductible Factors are identical to Allied’s Governmental Insurance Program.

Deductible	Allied Factor	Proposed PMA Factor
\$250	0.995	0.995
\$500	0.980	0.980
\$1,000	0.960	0.960
\$2,500	0.924	0.924
\$5,000	0.890	0.890
\$7,500	0.850	0.850
\$10,000	0.810	0.810
\$25,000	0.770	0.770

Terrorism Coverage: Proposed percentage was selected to be within the range of Allied's percentage charge range.

Allied Governmental Insurance Program: 1% to 5%

PMA Proposed: 2.5%

Employee Benefits Administration Errors & Omissions Coverage: Rates are identical to Allied's Governmental Insurance Program.

Flat rate up to 2,000 employees plus excess rate per employee over 2,000:

Per Claim Limit	Aggregate Limit	Number of Employees	Allied PA Rate	Proposed PMA Rate
\$25,000	\$50,000	1 – 25	\$120	\$120
\$100,000	\$300,000	1 – 25	\$180	\$180
\$500,000	\$500,000	1 – 25	\$238	\$238
\$500,000	\$1,000,000	1 – 25	\$242	\$242
\$1,000,000	\$1,000,000	1 – 25	\$262	\$262
\$1,000,000	\$2,000,000	1 – 25	\$268	\$268
\$2,000,000	\$2,000,000	1 – 25	\$303	\$303
\$25,000	\$50,000	26 – 100	\$150	\$150
\$100,000	\$300,000	26 – 100	\$225	\$225
\$500,000	\$500,000	26 – 100	\$298	\$298
\$500,000	\$1,000,000	26 – 100	\$303	\$303
\$1,000,000	\$1,000,000	26 – 100	\$328	\$328
\$1,000,000	\$2,000,000	26 – 100	\$335	\$335
\$2,000,000	\$2,000,000	26 – 100	\$379	\$379
\$25,000	\$50,000	101 – 500	\$175	\$175
\$100,000	\$300,000	101 – 500	\$263	\$263
\$500,000	\$500,000	101 – 500	\$348	\$348
\$500,000	\$1,000,000	101 – 500	\$353	\$353
\$1,000,000	\$1,000,000	101 – 500	\$383	\$383
\$1,000,000	\$2,000,000	101 – 500	\$393	\$393
\$2,000,000	\$2,000,000	101 – 500	\$446	\$446
\$25,000	\$50,000	501 – 1,000	\$225	\$225
\$100,000	\$300,000	501 – 1,000	\$350	\$350
\$500,000	\$500,000	501 – 1,000	\$448	\$448
\$500,000	\$1,000,000	501 – 1,000	\$445	\$445
\$1,000,000	\$1,000,000	501 – 1,000	\$493	\$493
\$1,000,000	\$2,000,000	501 – 1,000	\$505	\$505
\$2,000,000	\$2,000,000	501 – 1,000	\$575	\$575
\$25,000	\$50,000	1,001 – 2,000	\$313	\$313
\$100,000	\$300,000	1,001 – 2,000	\$475	\$475
\$500,000	\$500,000	1,001 – 2,000	\$620	\$620
\$500,000	\$1,000,000	1,001 – 2,000	\$630	\$630
\$1,000,000	\$1,000,000	1,001 – 2,000	\$685	\$685
\$1,000,000	\$2,000,000	1,001 – 2,000	\$700	\$700
\$2,000,000	\$2,000,000	1,001 – 2,000	\$796	\$796

Per Claim Limit	Aggregate Limit	Number of Employees	Allied PA Rate	Proposed PMA Rate
\$25,000	\$50,000	2,001 – 10,000	\$0.09	\$0.09
\$100,000	\$300,000	2,001 – 10,000	\$0.14	\$0.14
\$500,000	\$500,000	2,001 – 10,000	\$0.18	\$0.18
\$500,000	\$1,000,000	2,001 – 10,000	\$0.19	\$0.19
\$1,000,000	\$1,000,000	2,001 – 10,000	\$0.20	\$0.20
\$1,000,000	\$2,000,000	2,001 – 10,000	\$0.21	\$0.21
\$2,000,000	\$2,000,000	2,001 – 10,000	\$0.28	\$0.28
\$25,000	\$50,000	>10,000	\$0.06	\$0.06
\$100,000	\$300,000	>10,000	\$0.09	\$0.09
\$500,000	\$500,000	>10,000	\$0.11	\$0.11
\$500,000	\$1,000,000	>10,000	\$0.12	\$0.12
\$1,000,000	\$1,000,000	>10,000	\$0.13	\$0.13
\$1,000,000	\$2,000,000	>10,000	\$0.14	\$0.14
\$2,000,000	\$2,000,000	>10,000	\$0.20	\$0.20

Medical Payments Exclusion: PMA proposed credit is identical to Allied's.

Allied PA: 1% credit

PMA Proposed: 1% credit

No-Fault Sewer Back Up Coverage Amendment: PMA proposed rate is the midpoint of the Allied charge.

Allied Governmental Insurance Program: 5-25% of the premises/operations premium subject to \$2,500 Minimum Premium

Proposed PMA: 15% of the premises/operations premium. No Minimum Premium.

Nurses Professional Liability: PMA's proposed rates are identical to Allied's.

Limits Available	Allied PA Rate Per Nurse	PMA Proposed Rate Per Nurse
100,000/300,000	\$250	\$250
250,000/500,000	\$350	\$350
1,000,000/1,000,000	\$500	\$500

Abuse or Molestation Liability Coverage: PMA's proposed charges are identical to Allied's.

Limits	Allied Premium Charge	Allied Minimum Premium	PMA Proposed Premium Charge	PMA Proposed Minimum
250,000/500,000	5% of GL Premium	\$500	5% of GL Premium	\$500
500,000/1,000,000	8% of GL Premium	\$1000	8% of GL Premium	\$1000
1,000,000/1,000,000	10% of GL Premium	\$1,250	10% of GL Premium	\$1,250

Failure to Supply Endorsement: PMA's proposed factors are identical to Allied's.

Limit	Allied Additional Premium Factor	PMA Proposed Additional Premium Factor
\$100,000	1.15	1.15
\$250,000	1.25	1.25
\$500,000	1.35	1.35
\$1,000,000	1.45	1.45

The table below shows a comparison of Allied and PMA's underwriting expenses. Allied expenses are a weighted average of 2016 and 2017 expense data from line 5.2 of the Allied World Insurance Company Insurance Expense Exhibit.

Underwriting Expenses	Allied	PMA
Commissions	23.6%	25.0%
Other Acquisition	8.3%	2.4%
General Expenses	6.5%	5.8%
Taxes, Licenses, & Fees	3.2%	2.0%
Total	41.6%	35.2%

**PMA COMPANIES
GOVERNMENTAL ENTITIES
COMMERCIAL GENERAL LIABILITY COVERAGE**

As noted in exhibit CMP-1, our proposed rates were provided by our program administrator, for whom Allied was the prior carrier of their GL Public Entity business. The majority of the factors and additional coverages are identical to those in Allied World's Governmental Insurance Program filed and approved in Pennsylvania as well as several other states. However, base rates vary by state and we are unable to compare our proposed rates to any filed NY rates because Allied uses 'a' rating for the similar program they have filed in NY, their Municipal Package Program.

Although their rates were not filed, our program administrator used their knowledge of rating procedures for their prior carrier in determining these rates. We have included Allied's Pennsylvania rates in exhibit CMP-2 for comparison – while they are not identical, they are very similar to those used in New York. For two classes, Electric Light or Power Companies and Irrigation or Drainage System Construction, the rates are considerably different than those filed in PA. Since we are unable to cite filed rates that these are based on, we instead reviewed ISO loss costs for these classes to ensure that our rating is neither inadequate nor excessive:

Class	Description	NY Loss Cost Range	\$1M/\$3M ILF	Implied LCM (=1/(1-Expense Ratio))	Rate Range	PMA Proposed Base Rate
92445	Electric Light or Power Companies	9.10-29.10	2.46	1.706	38.19-122.13	47.86
96702	Irrigation or Drainage System Construction	10.60-21.30	2.14	1.706	38.70-77.76	73.62

We reviewed the ISO loss costs for these two class codes in Pennsylvania as well and confirmed that ISO rates are significantly lower in Pennsylvania as compared to New York. Thus, although our proposed rates for these two classes are higher than Allied's Pennsylvania rates, the ISO differential suggests that this is appropriate and our proposed rates are not excessive.

Class	Description	PA Loss Cost Range	\$1M/\$3M ILF	Implied LCM (=1/(1-Expense Ratio))	Rate Range	Midpoint
92445	Electric Light or Power Companies	3.99-14.80	1.84	1.706	12.52-46.46	29.49
96702	Irrigation or Drainage System Construction	8.49-19.90	1.66	1.706	24.04-56.36	40.20

For two other additional coverages, our rates were based on Allied's, but not identical because they are ranges:

- Terrorism Coverage: we judgmentally selected 2.5% as compared to the Allied range of 1% to 5%
- No-Fault Sewer Back Up Coverage Amendment: We judgmentally selected 15% which is the midpoint of Allied's filed range of 5% to 25%

**PMA COMPANIES
GOVERNMENTAL ENTITIES
COMMERCIAL GENERAL LIABILITY COVERAGE**

The endorsements listed below are not available on Allied's policy. Rating was derived using judgment as follows:

Coverage Amendments and Endorsements:

Specific Perils – Damage to Premises Rented to You Coverage:

Limit	Premium Adjustment
\$100,000	-\$180
\$250,000	-\$150
\$500,000	-\$100
\$750,000	-\$50

These premium adjustments were determined judgmentally by applying a rate of 0.20 per thousand to the difference between the reduced limit and the base limit of \$1,000,000.

For example: $0.20 \times (\$100,000 - \$1,000,000) / \$1,000 = -\180 .

Exclusion – Medical Payments To Children Day Care Centers:

A 1% credit was judgmentally selected for this exclusion.

Scheduled Watercraft:

A 1% charge was judgmentally selected for this coverage.

**PMA COMPANIES
GOVERNMENTAL ENTITIES
PUBLIC ENTITY GENERAL LIABILITY COVERAGE**

ACTUARIAL MEMORANDUM

In this filing the PMA Companies propose a new rating plan for General Liability coverage for Governmental Entity risks. As this is a new product, we do not have our own loss experience with which to develop rates. Our GL rating plan was therefore developed based on a review of competitor rating plans offering similar coverage. We will monitor this experience going forward to ensure that these rates are neither inadequate nor excessive.

**PMA Companies
Liability
Countrywide Calendar Year Data
Direct Experience**

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>5 Year</u>	<u>3 Year</u>	<u>Selected</u>
1. Direct Written Premium	19,867,605	16,834,738	15,215,269	25,460,690	35,052,710	112,431,012	75,728,669	
2. Direct Earned Premium	19,483,292	16,828,932	14,985,374	20,455,708	30,027,397	101,780,703	65,468,479	
3. Direct Incurred Loss	15,938,088	9,867,739	11,930,948	15,669,476	26,658,192	80,064,443	54,258,616	
4. Incurred LAE	5,775,233	9,513,624	15,788,216	15,253,198	13,913,403	60,243,674	44,954,817	
5. Commissions	1,790,397	1,122,350	1,729,074	3,492,080	5,340,381	13,474,282	10,561,535	
6. Other Acquisition	725,830	582,771	510,842	604,691	672,833	3,096,968	1,788,366	
7. General Expenses	1,613,085	1,226,867	1,079,969	1,309,236	1,427,770	6,656,927	3,816,975	
8. Taxes, Licenses, & Fees	635,787	503,644	487,640	608,209	941,241	3,176,521	2,037,090	
9. Incurred Loss Ratio (3. / 2.)	81.8%	58.6%	79.6%	76.6%	88.8%	78.7%	82.9%	
10. Incurred LAE Ratio (4. / 2.)	29.6%	56.5%	105.4%	74.6%	46.3%	59.2%	68.7%	
11. LAE as a % of Loss (4. / 3.)	36.2%	96.4%	132.3%	97.3%	52.2%	75.2%	82.9%	
12. Commissions (5. / 1.)	9.0%	6.7%	11.4%	13.7%	15.2%	12.0%	13.9%	25.0%
13. Other Acquisition (6. / 1.)	3.7%	3.5%	3.4%	2.4%	1.9%	2.8%	2.4%	2.4%
14. General Expenses (7. / 2.)	8.3%	7.3%	7.2%	6.4%	4.8%	6.5%	5.8%	5.8%
15. Taxes, Licenses & Fees (8. / 1.)	3.2%	3.0%	3.2%	2.4%	2.7%	2.8%	2.7%	2.0%
16. U/W Profit & Contingencies								6.2%
17. Total Expenses								41.4%

Notes:

12. Commission level for Governmental Entity program

THE PMA COMPANIES
Countrywide
Liability
Profit Provision Calculation

A. Unearned Premium Reserve	
1. Direct Earned Premium Projected for the First Full Calendar Year	33,738,894
2. Average Unearned Premium Reserve (1) X 0.500	16,869,447
3. Percentage Total of Prepaid Expense	
Commission and Brokerage	25.00%
Taxes, Licenses & Fees	2.00%
50% of Other Acquisition	1.18%
50% of General Expense	<u>2.92%</u>
Total	31.10%
4. Deduction for Federal Taxes Payable	4.20%
5. (2) X [(3) + (4)]	5,954,223
6. Subject to Investment = (2) - (5)	10,915,224
B. Delayed Remission of Premiums	
1. Direct Earned Premium	33,738,894
2. Average Agents' Balance	0.391
3. Delayed Remission = (1) X (2)	13,191,276
C. Expected Loss and Loss Adjustment Reserve	
1. Direct Earned Premium	33,738,894
2. Expected Loss & Loss Adjustment Expense Ratio	58.6%
3. Expected Incurred Loss and LAE = (1) X (2)	19,773,761
4. Selected Ratio of Mean Loss Reserve to Incurred Loss	2.800
5. Expected Mean Loss + LAE Reserves = (3) X (4)	55,366,531
D. Net Subject to Investment = (A.6) - (B.3) + (C.5); if < 0, then 0.	53,090,479
E. Average After Tax Investment Income on Invested Assets	2.60%
F. Investment Earnings on Net Subject to Investment = [D] X [E]	1,380,352
G. Average After Tax Rate of Return as a Percent of Direct Earned Premium = (F) / (A.1)	4.09%
H. Required After Tax Return on Premium	9.00%
I. Indicated After Tax Underwriting Profit Provision = (H) - (G)	4.91%
J. Indicated Pre-Tax Underwriting Profit Provision = (I) / 0.79; rounded to nearest 0.1%	6.20%
K. Company Selected Pre-Tax Underwriting Profit Provision (Net of Inv. Inc.)	6.20%

Note: The PMA Companies are comprised of the following:
Pennsylvania Manufacturers Association Insurance Company
Manufacturers Alliance Insurance Company
Pennsylvania Manufacturers Indemnity Company

THE PMA COMPANIES
Countrywide
Liability

1.	Line A.2		
	(a)	Direct Earned Premium for CY 2017	30,991,174
	(b)	Direct Unearned Premium Reserve as of 12/31/2017	17,913,975
	(c)	Direct Unearned Premium Reserve as of 12/31/2016	12,750,196
	(d)	Mean Direct Unearned Premium Reserve $((b)+(c))/2$	15,332,086
	(e)	Ratio: (d)/(a)	0.495
	(f)	Selected Ratio:	0.500
		Line A.2 = (f) Selected Ratio X Line A.1	
2.	Line A.4		
		The Tax Reform Act of 1986 taxes 20% of the unearned premium reserve. The total tax payable on the unearned premium reserve equals 4.2% of the year-end reserve (.20 x .21 = .042).	
3.	Line B.2		
		Agents' Balances or Uncollected Premiums: Overdue - Admitted & Non-Admitted	
	(a)	Direct Earned Premium for CY 2017	672,192,905
	(b)	Uncollected premiums and agents' balances 2017	112,637,465
	(c)	Deferred premiums, agents' balances and installments 2017	145,527,707
	(d)	Uncollected premiums and agents' balances 2016	115,812,139
	(e)	Deferred premiums, agents' balances and installments 2016	151,652,383
	(f)	Mean Ratio = $\{ [(b) + (c) + (d) + (e)] / 2 \} / (a)$	0.391
4.	Line C.4		
		Expected Mean Loss Reserves	
	(a)	Direct Incurred Losses for CY 2016	14,562,859
	(b)	Direct Incurred Losses for CY 2017	25,979,913
	(c)	Direct Reserves as of 12/31/2015	59,971,367
	(d)	Direct Reserves as of 12/31/2016	46,766,172
	(e)	Direct Reserves as of 12/31/2017	57,044,870
	(f)	Mean Loss Reserves 2016 = $0.5 \times [(c) + (d)]$	53,368,770
	(g)	Mean Loss Reserves 2017 = $0.5 \times [(d) + (e)]$	51,905,521
	(h)	Ratio (f) / (a)	3.665
	(i)	Ratio (g) / (b)	1.998
	(j)	$0.5 \times [(h) + (i)]$	2.831
	(k)	Estimated Reserve Discount	7.38%
	(l)	Federal Taxes Payable (% of Reserves) = (k) X 0.21	1.55%
	(m)	(j) X [1.0 - (l)]	2.787
	(n)	Selected Ratio	2.800
5.	Line E		
	(a)	Pre-Tax Investment Income on Invested Assets =	3.30%
	(b)	After Tax Investment Income on Invested Assets $[3.30\% \times (1.00 - 0.21)] =$	2.60%
6.	Line H		
	(a)	After-tax return on equity (ROE)	13.50%
	(b)	After-tax return on investments (ROI): Line E	2.60%
	(c)	ROE minus ROI	10.90%
	(d)	Direct Premium / Surplus Ratio	1.211
	(e)	Required After Tax Return on Premium: (c) / (d)	9.00%

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES
Rate Filing Sequence Checklist

Insurer Name:
PMA, MAICO, PMI
TOI:
17.0
Other
Liability Commercial General Liability

Insurer File No.: ORSIU-GL-18

Sub-TOI: 17.000

Exhibit Name	Exhibit Description	Included Exhibits (all must be checked yes or no)
<input type="checkbox"/> Exhibit STM-1	Master List of Compliance Checklists PDF	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (Not a speed-to-market filing)
<input type="checkbox"/> Exhibit STM-2	Rate and/or Rating Plan Compliance Certification PDF	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (Not a speed-to-market filing)
<input checked="" type="checkbox"/> Exhibit RF-1	Supplemental Explanatory Memorandum	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> (General filing information on Transmittal Document is complete)
<input checked="" type="checkbox"/> Exhibit RF-2	Actuarial Memorandum	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> (Filing contains no actuarial data)
<input checked="" type="checkbox"/> Exhibit RF-3	Expenses	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> (Filing pertains only to rating plans as defined by Section 161.1 of Regulation 129)
<input checked="" type="checkbox"/> Exhibit RF-4	Investment Income	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> (Exhibit RF-3 not required)
<input type="checkbox"/> Exhibit RT-1	Side-By-Side Comparison	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (Filing pertains only to rating plans as defined by Section 161.1 of Regulation 129)
<input type="checkbox"/> Exhibit RT-2	Policyholder Rate Level Changes	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (No existing policyholders for this program)
<input type="checkbox"/> Exhibit RT-3	Policyholder Counts	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (No existing policyholders for this program)
<input type="checkbox"/> Exhibit RT-4	Insurer & Program Information	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (Exempt per detailed instructions)
<input type="checkbox"/> Exhibit RT-5	Flex-Rating Information	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (Filing not subject to flex-rating)
<input type="checkbox"/> Exhibit RSO-1	Rate Service Organization Adoptions	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (Independent rates or no RSO adoption)
<input type="checkbox"/> Exhibit RSO-2	Loss Cost Modification Support	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (Filing does not contain loss costs)
<input type="checkbox"/> Exhibit EXP-1	Overall Rate Indications	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (Filing support is based exclusively on judgment and/or competition)
<input type="checkbox"/> Exhibit EXP-2	Earned Premium Adjustments	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (Exhibit EXP-1 not required)
<input type="checkbox"/> Exhibit EXP-3	Incurred Loss Adjustments	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (Exhibit EXP-1 not required)
<input type="checkbox"/> Exhibit EXP-4	Credibility	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (Exhibit EXP-1 not required)
<input type="checkbox"/> Exhibit EXP-5	Class & Territory Indications	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (Exhibit EXP-1 not required)
<input type="checkbox"/> Exhibit EXP-6	Rating Factor, Debit, Credit or Other Rating Charge Indications	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (Exhibit EXP-1 not required)
<input type="checkbox"/> Exhibit SUPP-1	Multi-Tier Programs	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (Filing does not propose or modify a multi-tier program)
<input type="checkbox"/> Exhibit SUPP-2	Personal Lines Catastrophe Reinsurance Loads	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (Filing is not a personal lines property filing or no catastrophe reinsurance load applies)
<input type="checkbox"/> Exhibit SUPP-3	Homeowners Catastrophe & Hurricane Deductibles	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (Filing does not propose or modify homeowners catastrophe or hurricane deductibles)
<input checked="" type="checkbox"/> Exhibit JDG-1	Explanation of Key Areas of Judgment	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> (Filing support is based exclusively on experience and/or competition)
<input type="checkbox"/> Exhibit JDG-2	Raw Loss Experience	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (No NY experience to provide)
<input checked="" type="checkbox"/> Exhibit CMP-1	Company Analysis	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> (Filing support is based exclusively on experience and/or judgment)
<input checked="" type="checkbox"/> Exhibit CMP-2	Base Rate & Rating Factor Comparison	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> (Exhibit CMP-1 does not apply)
<input checked="" type="checkbox"/> Exhibit CMP-3	Rate Analysis	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> (Exhibit CMP-1 does not apply)
<input type="checkbox"/> Exhibit CMP-4	Raw Loss Experience	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (No NY experience to provide)
<input type="checkbox"/> Exhibit RP-1	Rating Plans	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (Filing does not include rating plans as defined by Section 161.1 of Regulation 129)
<input type="checkbox"/> Exhibit RP-2	Rating Plan Expected Loss Ratios	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (Filing does not include Experience, Retrospective or Composite Rating Plans of an RSO)
<input type="checkbox"/> Exhibit RP-3	Supplemental Experience Rating Plan Requirements	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (Filing does not include an independent Experience Rating Plan)
<input type="checkbox"/> Exhibit MRP-1	Manual Rate Pages	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (Filing only includes rating plans as defined by Section 161.1 of Regulation 129)

PMA Companies
Public Entity General Liability Coverage
Support for Policy Minimum Premium

Prospective Expenses	Total %	Fixed %	Variable %
Commissions	25.0%		100.0%
Other Acquisition	2.4%	50.0%	50.0%
General Expenses	5.8%	50.0%	50.0%
Taxes, Licenses, & Fees	2.0%		100.0%
Underwriting Profit & Contingencies	6.2%		100.0%
Total	41.4%	4.1%	37.3%

Projected Average Policy Premium **\$35,000.00**

Estimated Fixed Expense Per Policy **\$1,435.00**

=Average Policy Premium x Fixed Expense %

Indicated Minimum Premium **\$2,288.68**

=Estimated Fixed Expense Per Policy / (1 - Variable Expense %)

Selected Minimum Premium **\$1,000.00**



380 Sentry Parkway, Blue Bell, PA 19422 | T: 610 397 5000

Geoff Chester
Vice President, Product Management
and Development

March 11, 2019

Re: Letter of Authorization

To Whom It May Concern:

In accordance with the applicable statutes and regulations of your state, Insurance Regulatory Consultants, LLC (IRC), is hereby authorized to submit filings on behalf of the PMA Companies Inc. which includes the following companies:

Pennsylvania Manufacturers' Association Insurance Company (PMAIC) - 150-12262

Manufacturers Alliance Insurance Company (MAICO) - 150-36897

Pennsylvania Manufacturers Indemnity Company (PMICO) -150-41424

This authorization extends to all correspondence regarding this filing.

Sincerely,

A handwritten signature in blue ink, appearing to read "GC", is written over a faint, larger blue signature that is mostly obscured.

Geoff Chester
Vice President
Product Management and Development



OLD REPUBLIC INSURANCE GROUP



August 2, 2019

Submitted via SERFF # OREP-131979383

Please be advised that Insurance Regulatory Consultants (IRC) has been appointed to submit this filing on behalf of **Old Republic Insurance Group**. A copy of this authorization is attached to this filing.

Re: Pennsylvania Manufacturers' Association Insurance Company

NAIC Number: 0150-12262; FEIN Number: 23-1642962

Pennsylvania Manufacturers Indemnity Company

NAIC Number: 0150-41424; FEIN Number: 23-2217934

Manufacturers Alliance Insurance Company

NAIC Number: 0150-36897; FEIN Number: 23-2086596

General Liability Forms/Rates/Rules Filing - Municipal Forms/Rates/Rules

TOI: 17.0 Other Liability-Occ/Claims Made

Sub-TOI: 17.0001 Commercial General Liability

Company Filing Designation Number: ORSIU-GL -18

Department File Number: R2019002196

Effective Date: Upon Approval

State of New York

Ms. Darlene Picard:

This submission is in response to your July 19th objection letter. We've reviewed your objections and have the following responses:

- 1. Objection:** In reference to your response under objection #1. b). Please explain why there are two New York Changes forms (PGL 53 38 03 19, PGL 53 38 06 19) for Public Entity General Liability Coverage Form.

Response: The 03 19 edition was inadvertently included in this resubmission filing and has been withdrawn.

- 2. Objection:** We note your response under objection #2. Kindly provide us with support for the selection of 1% credit for PGL 53 14 Liquor Liability Exclusion Amendment Exception for Scheduled Activities.

Response: We have withdrawn form PGL 53 14 06 18 - LIQUOR LIABILITY EXCLUSION AMENDMENT – EXCEPTION FOR SCHEDULED ACTIVITIES from this filing. Please refer to the Form Schedule and updated New York Exception Pages, which reflect this withdrawal.

- 3. Objection:** JDG-1

Exclusion – Medical Payments To Children Day Care Centers, Scheduled Watercraft

Please be advised that the insurer must provide a detailed explanation of each area of judgment that was used in determining the proposed rating and a detailed explanation of the judgment process the company considered in determining the proposed rates, being as specific as possible.

Kindly note that additional questions may be forthcoming from our Property Unit.



Response: In response to your objection, we have withdrawn form PGL 53 29 06 18 – WATERCRAFT from this filing. For form PGL 53 15 06 18 - EXCLUSION – MEDICAL PAYMENTS TO CHILDREN DAY CARE CENTERS, we've removed the credit and added some qualifying criteria. Please see the attached revised New York Exception Pages.

We ask that this filing become effective upon approval.

Sincerely,

A handwritten signature in black ink that reads "Jeremy W. Battles". The signature is written in a cursive, flowing style.

Jeremy W. Battles, CPCU
Insurance Regulatory Consultants, LLC
Phone: (212) 571-3884
E-mail: jeremybattles@ircllc.com

State: New York **First Filing Company:** Pennsylvania Manufacturers' Association Insurance Company, ...
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability
Product Name: General Liability - Public Entities
Project Name/Number: New Independent Forms/Rates/Rules/ORSIU-GL-18

Superseded Schedule Items

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

Creation Date	Schedule Item Status	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
08/02/2019		Form	NEW YORK CHANGES	08/12/2019	
06/15/2019		Form	LIQUOR LIABILITY EXCLUSION AMENDMENT – EXCEPTION FOR SCHEDULED ACTIVITIES	08/02/2019	PGL 53 14 06 18 Liquor Liability Exclusion Amendment.pdf (Superseded)
06/15/2019		Form	WATERCRAFT	08/02/2019	PGL 53 29 06 18 Watercraft.pdf (Superseded)
06/15/2019		Form	NEW YORK CHANGES	08/02/2019	PGL 53 38 03 19 NY Changes.pdf (Superseded)
06/15/2019		Rate	General Liability State Exception Pages	08/02/2019	CG-NY-PE-1 06.19.pdf (Superseded)