

Filing at a Glance

Company: National Casualty Company

Product Name: Personnel Consultants &
Temporary Help Services, A Risk Purchasing
Group Program

TOI: 17.0 Other Liability - Claims
Made/Occurrence

Sub-TOI: 17.0022 Other

Filing Type: Form

SERFF Tr Num: SCTT-125227803 State: Arkansas

SERFF Status: Closed

State Tr Num: AR-PC-07-025382

Co Tr Num: TH AR03787NCF01

State Status:

Co Status:

Reviewer(s): Betty Montesi, Edith
Roberts, Brittany Yielding

Author: Kristin Abbott

Disposition Date: 07-16-2007

Date Submitted: 07-09-2007

Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date (New):

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

General Information

Project Name: 3787 Personnel & Temporary Help Services, RPG

Project Number: TH AR03787NCF01

Reference Organization: n/a

Reference Title: n/a

Filing Status Changed: 07-16-2007

State Status Changed: 07-10-2007

Corresponding Filing Tracking Number:

Filing Description:

National Casualty Company is submitting new forms for use with our Personnel Consultants and Temporary Help Services, A Risk Purchasing Group program. We request an effective date concurrent with your approval.

Status of Filing in Domicile: Pending

Domicile Status Comments:

Reference Number: n/a

Advisory Org. Circular: n/a

Deemer Date:

Please find attached several new forms to provide coverage for general liability to our program. Attached is a forms list for your convenience in reviewing.

Company and Contact

Filing Contact Information

Kristin Abbott, Filings Analyst I

abbottk@scottsdaleins.com

PO Box 4110

(800) 423-7675 [Phone]

Scottsdale, AZ 85261

() -[FAX]

Filing Company Information

National Casualty Company

CoCode: 11991

State of Domicile: Wisconsin

PO Box 4110
Scottsdale, AZ 85261
(800) 423-7675 ext. [Phone]

Group Code: 140
Group Name:
FEIN Number: 38-0865250

Company Type:
State ID Number:

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: Form Filing - \$50.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
National Casualty Company	\$0.00	07-09-2007	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
0011584229	\$50.00	07-03-2007

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	07-16-2007	07-16-2007
Approved	Edith Roberts	07-11-2007	07-11-2007

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Endorsement TH-D-6-AR (11-06)	Note To Reviewer	Kristin Abbott	07-12-2007	07-12-2007

Disposition

Disposition Date: 07-16-2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment: We acknowledged your correction and are re-closing as approved.

Please let me know if there are any problems.

Thanks.

Edith

Rate data does NOT apply to filing.

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Supporting Document	Arkansas Forms List	Approved	Yes
Supporting Document	Arkansas Certificate of Compliance	Approved	Yes
Form	CGL Coverage Form	Approved	Yes
Form	Common Policy Declarations	Approved	Yes
Form	Common Conditions	Approved	Yes
Form	Additional Conditions	Approved	Yes
Form	Non-Stacking Limits	Approved	Yes
Form	Additional Insured	Approved	Yes
Form	Additional Insured (Owners or Other Interests from whom Premises have been Leased)	Approved	Yes
Form	Designated Operations Exclusion	Approved	Yes
Form	Specific Client Limit of Liability Change Endt	Approved	Yes
Form	Specific Persons or Entity Excl	Approved	Yes
Form	Waiver of Transfer of Rights of Recovery Against Others to Us	Approved	Yes
Form	Nuclear Energy Liability Excl	Approved	Yes
Form	Supplemental ERP	Approved	Yes
Form	Temporary Help Services - Care, Custody or Control Limit of Insurance	Approved	Yes
Form	Hired and Nonowned Auto Liability Incl Volunteer Workers	Approved	Yes
Form	Personal Injury Excl	Approved	Yes
Form	Employee Benefits Liability Coverage (Claims Made)	Approved	Yes
Form	CGL Coverage Part Supplemental Declarations	Approved	Yes
Form	Changes - Arkansas	Approved	Yes
Form	Important Information for Arkansas Policyholders	Approved	Yes
Form	Notice To The Insured	Approved	Yes
Form	Changes - Arkansas	Approved	Yes
Form	Changes - Arkansas	Approved	Yes

Disposition

Disposition Date: 07-11-2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Supporting Document	Arkansas Forms List	Approved	Yes
Supporting Document	Arkansas Certificate of Compliance	Approved	Yes
Form	CGL Coverage Form	Approved	Yes
Form	Common Policy Declarations	Approved	Yes
Form	Common Conditions	Approved	Yes
Form	Additional Conditions	Approved	Yes
Form	Non-Stacking Limits	Approved	Yes
Form	Additional Insured	Approved	Yes
Form	Additional Insured (Owners or Other Interests from whom Premises have been Leased)	Approved	Yes
Form	Designated Operations Exclusion	Approved	Yes
Form	Specific Client Limit of Liability Change Endt	Approved	Yes
Form	Specific Persons or Entity Excl	Approved	Yes
Form	Waiver of Transfer of Rights of Recovery Against Others to Us	Approved	Yes
Form	Nuclear Energy Liability Excl	Approved	Yes
Form	Supplemental ERP	Approved	Yes
Form	Temporary Help Services - Care, Custody or Control Limit of Insurance	Approved	Yes
Form	Hired and Nonowned Auto Liability Incl Volunteer Workers	Approved	Yes
Form	Personal Injury Excl	Approved	Yes
Form	Employee Benefits Liability Coverage (Claims Made)	Approved	Yes
Form	CGL Coverage Part Supplemental Declarations	Approved	Yes
Form	Changes - Arkansas	Approved	Yes
Form	Important Information for Arkansas Policyholders	Approved	Yes
Form	Notice To The Insured	Approved	Yes
Form	Changes - Arkansas	Approved	Yes
Form	Changes - Arkansas	Approved	Yes

Note To Reviewer

Created By:

Kristin Abbott on 07-12-2007 03:49 PM

Subject:

Endorsement TH-D-6-AR (11-06)

Comments:

Dear Ms. Roberts,

Thank you for your approval on this filing, however, I have found a "typo" on endorsement TH-D-6-AR (11-06). I am attaching a copy of this endorsement and have highlighted the wording that has been corrected to read National Casualty Company. On the prior endorsement that was initially sent, the wording read Scottsdale Insurance Company.

Should you have any questions regarding this endorsement, please contact me at 800-423-7675, x3140 or e-mail abbotk@scottsdaleins.com.

Thank you again for your assistance on this filing.

Sincerely,

Kristin Abbott

National Casualty Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL DECLARATIONS

These Supplemental Declarations form a part of policy number: _____

LIMITS OF INSURANCE

General Aggregate Limit (other than Products/Completed Operations)	\$ _____
Products/Completed Operations Aggregate Limit	\$ _____
Personal and Advertising Injury Limit	\$ _____ any one person or organization
Each OCCURRENCE Limit	\$ _____
Damage to Premises Rented to YOU Limit	\$ _____ any one premises
Medical Expense Limit	\$ _____ any one person

DEDUCTIBLE

Each **OCCURRENCE**, excluding **CLAIM EXPENSE** \$ _____

DESCRIPTION OF BUSINESS

Form of business:

- Individual Joint Venture Partnership Trust Organization including a corporation (other than Partnership, Joint Venture or Limited Liability Company)

Business description:

Location of all premises you own, rent or occupy:

NOTICE OF CLAIM

Notice of **CLAIM** shall be given to:

National Casualty Company
Claims Department
Professional Liability Unit
8877 North Gainey Center Drive
Scottsdale, Arizona 85258

FORMS AND ENDORSEMENTS (other than applicable forms and endorsements shown elsewhere in the policy)

Forms and endorsements applying to this Coverage Part and made part of this policy at time of issue:

THIS SUPPLEMENTAL DECLARATIONS AND THE COMMON POLICY DECLARATIONS, TOGETHER WITH
THE COVERAGE FORM(S) AND ENDORSEMENT(S) COMPLETE THE ABOVE-NUMBERED POLICY.

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	CGL Coverage Form	TH-P-5	7-06	Policy/Coverage Form		0.00	TH-P-5.pdf
Approved	Common Policy Declarations	TH-D-7	7-06	Declaration News/Schedule		0.00	TH-D-7.pdf
Approved	Common Conditions	TH-COM-2	7-06	Endorsement/Amendment/Conditions		0.00	TH-COM-2.pdf
Approved	Additional Conditions	TH-COND	7-06	Endorsement/Amendment/Conditions		0.00	TH-COND.pdf
Approved	Non-Stacking Limits	TH-124s	7-06	Endorsement/Amendment/Conditions		0.00	TH-124s.pdf
Approved	Additional Insured	TH-125s	7-06	Endorsement/Amendment/Conditions		0.00	TH-125s.pdf
Approved	Additional Insured (Owners or Other Interests from whom Premises have been Leased)	TH-127s	7-06	Endorsement/Amendment/Conditions		0.00	TH-127s.pdf
Approved	Designated Operations Exclusion	TH-129s	7-06	Endorsement/Amendment/Conditions		0.00	TH-129s.pdf
Approved	Specific Client Limit of Liability Change Endt	TH-130s	7-06	Endorsement/Amendment/Conditions		0.00	TH-130s.pdf
Approved	Specific Persons or Entity Excl	TH-131s	7-06	Endorsement/Amendment/Conditions		0.00	TH-131s.pdf
Approved	Waiver of Transfer of Rights of Recovery	TH-133s	7-06	Endorsement/Amendment/Conditions		0.00	TH-133s.pdf

	Against Others to Us			ons		
Approved	Nuclear Energy Liability Excl	TH-134s	7-06	Endorseme New nt/Amendm ent/Condi ons	0.00	TH-134s.pdf
Approved	Supplemental ERP	TH-136s	7-06	Endorseme New nt/Amendm ent/Condi ons	0.00	TH-136s.pdf
Approved	Temporary Help Services - Care, Custody or Control Limit of Insurance	TH-138s	7-06	Endorseme New nt/Amendm ent/Condi ons	0.00	TH-138s.pdf
Approved	Hired and Nonowned Auto Liability Incl Volunteer Workers	TH-142s	9-06	Endorseme New nt/Amendm ent/Condi ons	0.00	TH-142s.pdf
Approved	Personal Injury Excl	TH-140s	7-06	Endorseme New nt/Amendm ent/Condi ons	0.00	TH-140s.pdf
Approved	Employee Benefits Liability Coverage (Claims Made)	TH-135s- AR	11-06	Endorseme New nt/Amendm ent/Condi ons	0.00	TH-135s-AR (11-06).pdf
Approved	CGL Coverage Part Supplemental Declarations	TH-D-6- AR	11-06	Declaration New s/Schedule	0.00	TH-D-6-AR (11-06).pdf
Approved	Changes - Arkansas	TH-152s- AR	11-06	Endorseme New nt/Amendm ent/Condi ons	0.00	TH-152s-AR (11-06).pdf
Approved	Important Information for Arkansas Policyholders	NOTN000 7AR	2-00	Disclosure/ New Notice	0.00	NOTN0007A R (2-00).pdf
Approved	Notice To The Insured	NOTN024 8AR	11-06	Disclosure/ New Notice	0.00	NOTN0248A R (11-06).pdf
Approved	Changes - Arkansas	TH-26s- AR	3-04	Endorseme New nt/Amendm	0.00	TH-26s-AR (3-04).pdf

Approved	Changes - Arkansas	TH-94s- AR	8-05	ent/Condi ons Endorseme New nt/Amendm ent/Condi ons	0.00	TH-94s-AR (8-05).pdf
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National Casualty Company

A Stock Insurance Company, herein called the Company

COMMERCIAL 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** refer to the **NAMED INSURED** shown in the Declarations, and any other person or organization qualifying as a **NAMED INSURED** under this policy. 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**.

Other words and phrases that are bolded and capitalized have special meaning. Refer to **SECTION V—DEFINITIONS**.

SECTION I—COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. **WE** will pay those sums that the insured becomes legally obligated to pay as **DAMAGES** because of **BODILY INJURY** or **PROPERTY DAMAGE** 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 **BODILY INJURY** or **PROPERTY DAMAGE** 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 III—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 under **COVERAGES A** or **B** or medical expenses under **COVERAGE C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly

provided for under **SUPPLEMENTARY PAYMENTS—COVERAGES A AND B**.

b. This insurance applies to **BODILY INJURY** and **PROPERTY DAMAGE** only if:

(1) The **BODILY INJURY** or **PROPERTY DAMAGE** is caused by an **OCCURRENCE** that takes place in the **COVERAGE TERRITORY**;

(2) The **BODILY INJURY** or **PROPERTY DAMAGE** occurs during the **POLICY PERIOD**; and

(3) Prior to the **POLICY PERIOD**, no insured listed under Paragraph 1. of **SECTION II—WHO IS AN INSURED** and no **EMPLOYEE** authorized by **YOU** to give or receive notice of an **OCCURRENCE** or **CLAIM**, knew that the **BODILY INJURY** or **PROPERTY DAMAGE** had occurred, in whole or in part. If such a listed insured or authorized **EMPLOYEE** knew, prior to the **POLICY PERIOD**, that the **BODILY INJURY** or **PROPERTY DAMAGE** occurred, then any continuation, change or resumption of such **BODILY INJURY** or **PROPERTY DAMAGE** during or after the **POLICY PERIOD** will be deemed to have been known 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 II—WHO IS AN INSURED** or any **EMPLOYEE** 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 II—WHO IS AN INSURED** or any **EMPLOYEE** 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**.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

BODILY INJURY or **PROPERTY DAMAGE** expected or intended from the standpoint of the insured. This exclusion does not apply to **BODILY INJURY** resulting from the use of reasonable force to protect persons or property.

b. 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**:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) 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:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same **INSURED CONTRACT**; and

- (b) 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.

c. Liquor Liability

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.

This exclusion applies only if **YOU** are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

BODILY INJURY to:

- (1) An **EMPLOYEE** of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that **EMPLOYEE** as a consequence of Paragraph (1) above.

This exclusion applies:

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

This exclusion does not apply to liability assumed by the insured under an **INSURED CONTRACT**.

f. Pollution

(1) BODILY INJURY or PROPERTY DAMAGE arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **POLLUTANTS**:

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) BODILY INJURY if sustained within a building and 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;

(ii) BODILY INJURY or PROPERTY DAMAGE 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

(iii) BODILY INJURY or PROPERTY DAMAGE arising out of heat, smoke or fumes from a **HOSTILE FIRE**;

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom **YOU** may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the **POLLUTANTS** are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) BODILY INJURY or PROPERTY DAMAGE arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of **MOBILE EQUIPMENT** or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the **BODILY INJURY or PROPERTY DAMAGE** arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) BODILY INJURY or PROPERTY DAMAGE sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by **YOU** or on **YOUR** behalf by a contractor or subcontractor; or

(iii) BODILY INJURY or PROPERTY DAMAGE arising out of heat, smoke or fumes from a **HOSTILE FIRE**.

(e) At or from any premises, site or location on which any insured or any contractors

or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **POLLUTANTS**.

- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **POLLUTANTS**; or
 - (b) **CLAIM** or **SUIT** by or on behalf of a governmental authority for **DAMAGES** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **POLLUTANTS**.

However, this paragraph does not apply to liability for **DAMAGES** because of **PROPERTY DAMAGE** that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such **CLAIM** or **SUIT** by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

BODILY INJURY or **PROPERTY DAMAGE** 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 or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the **OCCURRENCE** which caused the **BODILY INJURY** or **PROPERTY DAMAGE** 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:

- (1) A watercraft while ashore on premises **YOU** own or rent;

- (2) A watercraft **YOU** do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) 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 **YOU** or the insured;
- (4) Liability assumed under any **INSURED CONTRACT** for the ownership, maintenance or use of aircraft or watercraft; or
- (5) **BODILY INJURY** or **PROPERTY DAMAGE** arising out of:
 - (a) The operation of machinery or equipment 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
 - (b) the operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of **MOBILE EQUIPMENT**.

h. Mobile Equipment

BODILY INJURY or **PROPERTY DAMAGE** arising out of:

- (1) The transportation of **MOBILE EQUIPMENT** by an **AUTO** owned or operated by or rented or loaned to any insured; or
- (2) The use of **MOBILE EQUIPMENT** in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

BODILY INJURY or **PROPERTY DAMAGE**, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) 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

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

PROPERTY DAMAGE to:

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

Paragraphs (1), (3) and (4) of this 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 (7) or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To **YOU** as described in **SECTION III—LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **YOUR WORK** and were never occupied, rented or held for rental by **YOU**.

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

Paragraph (6) of this exclusion does not apply to **PROPERTY DAMAGE** included in the **PRODUCTS-COMPLETED OPERATIONS HAZARD**.

k. Damage To YOUR Product

PROPERTY DAMAGE to YOUR PRODUCT arising out of it or any part of it.

l. 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.

m. 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:

- (1) A defect, deficiency, inadequacy or dangerous condition in **YOUR PRODUCT** or **YOUR WORK**; or
- (2) 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.

n. 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:

- (1) **YOUR PRODUCT**;
- (2) **YOUR WORK**; or
- (3) **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.

o. Personal And Advertising Injury

BODILY INJURY arising out of **PERSONAL AND ADVERTISING INJURY**.

p. Electronic Data

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.

q. Professional

BODILY INJURY or **PROPERTY DAMAGE** due to the rendering of or failure to render any professional service.

r. Mold

Any loss, damage, cost, **CLAIM** or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

(1) Any sums that **YOU** become obligated to pay as **DAMAGES** because of injury as a result of **BODILY INJURY** or **PROPERTY DAMAGE** arising out of, resulting from, caused by or contributed to by any mold, mildew, spores, fungus, wet or dry rot, or their scent or by-products, or of any materials containing them, at any time. **WE** will have no duty to investigate or defend any **CLAIM** or **SUIT** seeking **DAMAGES**.

(2) Any loss, cost or expense, arising out of any:

(a) Request, demand, order, or statutory or regulatory requirement that any of **YOU** or any other person or organization test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of any mold, mildew, spores, fungus, wet or dry rot, or any material containing them; or

(b) **CLAIM** or **SUIT** by or on behalf of a governmental authority or any other person or organization 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, any mold, mildew, spores, fungus, wet or dry rot, or any materials containing them.

This exclusion also applies to:

(a) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above;

(b) Any obligation to share **DAMAGES** with or repay someone else who must pay **DAMAGES** because of such injury or damage, either in equity or in tort; or

(c) The duty to defend or pay sums, which may be owed under **CLAIM EXPENSE** payment obligations of this Coverage Part.

s. Lead

OCCURRENCES at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any of **YOU**; or from **YOUR** operations, which result in:

(1) **BODILY INJURY** arising out of the ingestion, inhalation or absorption of lead in any form;

(2) **PROPERTY DAMAGE** arising from any form of lead; or

(3) Any loss, cost or expense arising out of any:

(a) Request, demand or order that any of **YOU** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead; or

(b) **CLAIM** or **SUIT** by or on behalf of any governmental authority for **DAMAGES** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.

t. Asbestos

(1) **BODILY INJURY** or **PROPERTY DAMAGE** in any way or to any extent arising out of or involving asbestos, asbestos fibers or any product containing asbestos or asbestos fibers.

- (2) Any economic loss, diminution of property value, abatement costs, or any other loss, cost or expense including equitable relief, in any way or to any extent arising out of or involving asbestos, asbestos fibers or any product containing asbestos or asbestos fibers.
- (3) Any fees, fines, costs or expenses of any nature whatsoever in the investigation or defense of any **CLAIM** or **SUIT** arising out of or involving asbestos, asbestos fibers or any product containing asbestos or asbestos fibers.

u. Abuse or Molestation

BODILY INJURY or **PROPERTY DAMAGE** arising out of:

- (1) The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or
- (2) The negligent:
 - (a) Employment;
 - (b) Investigation;
 - (c) Supervision;
 - (d) Reporting to the proper authorities, or failure to so report; or
 - (e) Retention;
 of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph **u.(1)** above.

v. Employment-Related Practices

BODILY INJURY to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

- (2) 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 **v.(1)(a)**, **(b)** or **(c)** above is directed.

This exclusion applies:

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

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to **YOU** or temporarily occupied by **YOU** with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III—LIMITS OF INSURANCE.**

COVERAGE B 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 **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**. However, **WE** will have no duty to defend the insured against any **SUIT** seeking **DAMAGES** for **PERSONAL AND ADVERTISING INJURY** to which this insurance does not apply. **WE** may, at **OUR** discretion, investigate any offense and settle any **CLAIM** or **SUIT** that may result. But:

- (1) The amount **WE** will pay for **DAMAGES** is limited as described in **SECTION III—LIMITS OF INSURANCE**; and
- (2) **OUR** right and duty to defend end when **WE** have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGES A** or **B** or medical expenses under **COVERAGE C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS—COVERAGES A AND B**.

- b. This insurance applies to **PERSONAL AND ADVERTISING INJURY** caused by an offense arising out of **YOUR** business but only if the offense was committed in the **COVERAGE TERRITORY** during the **POLICY PERIOD**.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

PERSONAL AND ADVERTISING INJURY caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict **PERSONAL AND ADVERTISING INJURY**.

b. Material Published With Knowledge Of Falsity

PERSONAL AND ADVERTISING INJURY arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To **POLICY PERIOD**

PERSONAL AND ADVERTISING INJURY arising out of oral or written publication of material whose first publication took place before the beginning of the **POLICY PERIOD**.

d. Criminal Acts

PERSONAL AND ADVERTISING INJURY arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

PERSONAL AND ADVERTISING INJURY 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.

f. Breach Of Contract

PERSONAL AND ADVERTISING INJURY arising out of a breach of contract, except an implied contract to use another's advertising idea in **YOUR ADVERTISEMENT**.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

PERSONAL AND ADVERTISING INJURY arising out of the failure of goods, products or services to

conform with any statement of quality or performance made in **YOUR ADVERTISEMENT**.

h. Wrong Description Of Prices

PERSONAL AND ADVERTISING INJURY arising out of the wrong description of the price of goods, products or services stated in **YOUR ADVERTISEMENT**.

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

PERSONAL AND ADVERTISING INJURY arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in **YOUR ADVERTISEMENT**, of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

PERSONAL AND ADVERTISING INJURY committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web-sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **19.a.**, **b.** and **c.** of **PERSONAL AND ADVERTISING INJURY** under the Definitions Section.

For the 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.

k. Electronic Chatrooms Or Bulletin Boards

PERSONAL AND ADVERTISING INJURY arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

I. Unauthorized Use Of Another's Name Or Product

PERSONAL AND ADVERTISING INJURY arising out of the unauthorized use of another's name or product in **YOUR** e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

PERSONAL AND ADVERTISING INJURY arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **POLLUTANTS** at any time.

n. Pollution-Related

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) **CLAIM** or **SUIT** by or on behalf of a governmental authority for **DAMAGES** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **POLLUTANTS**.

o. War

PERSONAL AND ADVERTISING INJURY, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) 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
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Professional

PERSONAL AND ADVERTISING INJURY due to the rendering of or failure to render any professional service.

q. Mold

Any loss, damage, cost, **CLAIM** or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- (1) Any sums that **YOU** become obligated to pay as **DAMAGES** because of injury as a result of **PERSONAL AND ADVERTISING INJURY** arising out of, resulting from, caused by or contributed to by any mold, mildew, spores, fungus, wet or dry rot, or their scent or by-products, or of any materials containing them, at any time. **WE** will have no duty to investigate or defend any **CLAIM** or **SUIT** seeking **DAMAGES**.
- (2) Any loss, cost or expense, arising out of any:
 - (a) Request, demand, order, or statutory or regulatory requirement that any of **YOU** or any other person or organization test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of any mold, mildew, spores, fungus, wet or dry rot, or any material containing them; or
 - (b) **CLAIM** or **SUIT** by or on behalf of a governmental authority or any other person or organization 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, any mold, mildew, spores, fungus, wet or dry rot, or any materials containing them.

This exclusion also applies to:

- (a) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above;
- (b) Any obligation to share **DAMAGES** with or repay someone else who must pay **DAMAGES** because of such injury or damage, either in equity or in tort; or
- (c) The duty to defend or pay sums, which may be owed under **CLAIM EXPENSE** payment obligations of this Coverage Part.

r. Lead

OCCURRENCES at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any of **YOU**; or from **YOUR** operations, which result in:

- (1) **PERSONAL AND ADVERTISING INJURY** arising out of the ingestion, inhalation or absorption of lead in any form; or
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand or order that any of **YOU** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead; or
 - (b) **CLAIM** or **SUIT** by or on behalf of any governmental authority for **DAMAGES** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.

s. Asbestos

- (1) **PERSONAL AND ADVERTISING INJURY** in any way or to any extent arising out of or involving asbestos, asbestos fibers or any product containing asbestos or asbestos fibers.
- (2) Any economic loss, diminution of property value, abatement costs, or any other loss, cost or expense including equitable relief, in any way or to any extent arising out of or involving asbestos, asbestos fibers or any product containing asbestos or asbestos fibers.
- (3) Any fees, fines, costs or expenses of any nature whatsoever in the investigation or defense of any **CLAIM** or **SUIT** arising out of or involving asbestos, asbestos fibers or any product containing asbestos or asbestos fibers.

t. Abuse or Molestation

PERSONAL AND ADVERTISING INJURY arising out of:

- (1) The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or

(2) The negligent:

- (a) Employment;
- (b) Investigation;
- (c) Supervision;
- (d) Reporting to the proper authorities, or failure to so report; or
- (e) Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph **t.(1)** above.

u. Employment-Related Practices

PERSONAL AND ADVERTISING INJURY to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of **PERSONAL AND ADVERTISING INJURY** to that person at whom any of the employment-related practices described in Paragraphs **u.(1)(a), (b)** or **(c)** above is directed.

This exclusion applies:

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

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

a. **WE** will pay medical expenses as described below for **BODILY INJURY** caused by an accident:

- (1) On premises **YOU** own or rent;
- (2) On ways next to premises **YOU** own or rent; or

(3) 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.

b. **WE** will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. **WE** will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

WE will not pay expenses for **BODILY INJURY**:

a. Any Insured

To any insured, except **VOLUNTEER WORKERS**.

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises **YOU** own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an **EMPLOYEE** of any insured, if benefits for the **BODILY INJURY** are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the **PRODUCTS-COMPLETED OPERATIONS HAZARD**.

g. COVERAGE A Exclusions

Excluded under **COVERAGE A**.

SUPPLEMENTARY PAYMENTS—COVERAGES A AND B

1. **WE** will pay, with respect to any **CLAIM WE** investigate or settle, or any **SUIT** against an insured **WE** defend:

a. All **CLAIM EXPENSE WE** incur.

b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. **WE** do not have to furnish these bonds.

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 up to \$250 a day because of time off from work.

e. All costs taxed against the insured in the **SUIT**.

f. 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.

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.

2. 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**;
- 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** 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 I—COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, 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:

- 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. If **YOU** are designated in the Declarations as:
 - a. An individual, **YOU** and **YOUR** spouse are insureds, but only with respect to the conduct of a business of which **YOU** are the sole owner.
 - b. A partnership or joint venture, **YOU** are an insured. **YOUR** members, **YOUR** partners, and their spouses are also insureds, but only with respect to the conduct of **YOUR** business.
 - c. A limited liability company, **YOU** are an insured. **YOUR** members are also insureds, but only with respect to the conduct of **YOUR** business. **YOUR** managers are insureds, but only with respect to their duties as **YOUR** managers.
 - d. An organization other than a partnership, joint venture or limited liability company, **YOU** are an insured. **YOUR EXECUTIVE OFFICERS** and directors are insureds, but only with respect to their duties as **YOUR** officers or directors. **YOUR** stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, **YOU** are an insured. **YOUR** trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. **YOUR VOLUNTEER WORKERS** only while performing duties related to the conduct of **YOUR** business, or **YOUR EMPLOYEES**, other than either **YOUR EXECUTIVE OFFICERS** (if **YOU** are an organization other than a partnership, joint venture or limited liability company) or **YOUR** managers (if **YOU** are a limited liability company), but only for acts within the scope of their employment by **YOU** or while performing duties related to the conduct of **YOUR** business. However, none of these **EMPLOYEES** or **VOLUNTEER WORKERS** are insureds for:

(1) BODILY INJURY or PERSONAL AND ADVERTISING INJURY:

(a) To **YOU**, to **YOUR** partners or members (if **YOU** are a partnership or joint venture), to **YOUR** members (if **YOU** are a limited liability company), to a co-**EMPLOYEE** while in the course of his or her employment or performing duties related to the conduct of **YOUR** business, or to **YOUR** other **VOLUNTEER WORKERS** while performing duties related to the conduct of **YOUR** business;

(b) To the spouse, child, parent, brother or sister of that co-**EMPLOYEE** or **VOLUNTEER WORKER** as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share **DAMAGES** with or repay someone else who must pay **DAMAGES** because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) PROPERTY DAMAGE to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

YOU, any of **YOUR EMPLOYEES**, **VOLUNTEER WORKERS**, any partner or member (if **YOU** are a partnership or joint

venture), or any member (if **YOU** are a limited liability company).

b. Any person (other than **YOUR EMPLOYEE** or **VOLUNTEER WORKER**), or any organization while acting as **YOUR** real estate manager.

c. Any person or organization having proper temporary custody of **YOUR** property if **YOU** die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until **YOUR** legal representative has been appointed.

d. **YOUR** legal representative if **YOU** die, but only with respect to duties as such. That representative will have all **YOUR** rights and duties under this Coverage Part.

3. Any organization **YOU** newly acquire or form, other than a partnership, joint venture or limited liability company, 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 60th day after **YOU** acquire or form the organization or the end of the **POLICY PERIOD**, whichever is earlier;

b. **COVERAGE A** does not apply to **BODILY INJURY** or **PROPERTY DAMAGE** that occurred before **YOU** acquired or formed the organization; and

c. **COVERAGE B** does not apply to **PERSONAL AND ADVERTISING INJURY** arising out of an offense committed before **YOU** acquired or formed the organization.

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.

SECTION III—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**.
2. The General Aggregate Limit is the most **WE** will pay for the sum of:
 - a. Medical expenses under **COVERAGE C**;
 - b. **DAMAGES** under **COVERAGE A**, except **DAMAGES** because of **BODILY INJURY** or **PROPERTY DAMAGE** included in the **PRODUCTS-COMPLETED OPERATIONS HAZARD**; and
 - c. **DAMAGES** under **COVERAGE B**.
 3. The Products-Completed Operations Aggregate Limit is the most **WE** will pay under **COVERAGE A** 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 under **COVERAGE B** 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 **COVERAGE A**; and
 - b. Medical expenses under **COVERAGE C** because of all **BODILY INJURY** and **PROPERTY DAMAGE** arising out of any one **OCCURRENCE**.
 6. Subject to 5. above, the Damage To Premises Rented To **YOU** Limit is the most **WE** will pay under **COVERAGE A** for **DAMAGES** because of **PROPERTY DAMAGE** to any one premises, while rented to **YOU**, or in the case of damage by fire, while rented to **YOU** or temporarily occupied by **YOU** with permission of the owner.
 7. Subject to 5. above, the Medical Expense Limit is the most **WE** will pay under **COVERAGE C** for all medical expenses because of **BODILY INJURY** sustained by any one person.
 8. Subject to the Limits of Insurance stated in **COVERAGE A**, **WE** will only be liable to pay **DAMAGES** and **CLAIM EXPENSE** in excess of the **DEDUCTIBLE** shown in the Supplemental Declarations for Each **OCCURRENCE**. The **DEDUCTIBLE** does not apply to any Supplementary Payments. Each of **YOU** under

the Coverage Part is individually liable for the payment of the **DEDUCTIBLE**. In the event that **WE** expend funds for **DAMAGES** or **CLAIM EXPENSE** on **YOUR** behalf, **YOU** will reimburse **US** for such expenditures up to the amount of the **DEDUCTIBLE** shown in the Supplemental Declarations. Reimbursement of the **DEDUCTIBLE** will be due within sixty (60) days from the date **WE** bill **YOU**.

The terms of this insurance, including those with respect to:

- a. **OUR** right and duty to defend the insured against any **SUITS** seeking those **DAMAGES**; and
- b. **YOUR** duties in the event of an **OCCURRENCE**, **CLAIM** or **SUIT**

apply irrespective of the applicable of the **DEDUCTIBLE** amount.

The **DEDUCTIBLE** amount applies as follows:

Under **BODILY INJURY** and/or **PROPERTY DAMAGE** Liability Coverage, 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**.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than twelve (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 twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Inspections And Surveys

- a. **WE** have the right to:
 - (1) Make inspections and surveys at any time;
 - (2) Give you reports on the conditions **WE** find; and

(3) Recommend changes.

b. **WE** are not obligated to make any inspections, surveys, reports or recommendations and any such actions **WE** do undertake relate only to insurability and the premiums to be charged. **WE** do not make safety inspections. **WE** do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And **WE** do not warrant that conditions:

(1) Are safe or healthful; or

(2) Comply with laws, regulations, codes or standards.

c. Paragraphs **a.** and **b.** of this condition apply not only to **US**, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

d. Paragraph **b.** of this condition does not apply to any inspections, surveys, reports or recommendations **WE** may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

2. 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 which may result in a **CLAIM**. 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, **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, other than for first aid, without **OUR** consent.

3. Legal Action Against US

No person or organization has a right under this Coverage Part:

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** on this Coverage Part unless all of its terms 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; but **WE** will not be liable for **DAMAGES** that are not payable under the terms of this Coverage Part 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.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss **WE** cover under **COVERAGES A** or **B** of this Coverage Part, **OUR** obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, **OUR** obligations are not affected unless any of the other insurance is also primary. Then, **WE** will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for **YOUR WORK**;
 - (b) That is Fire insurance for premises rented to **YOU** or temporarily occupied by **YOU** with permission of the owner;
 - (c) That is insurance purchased by **YOU** to cover **YOUR** liability as a tenant for **PROPERTY DAMAGE** to premises rented to **YOU** or temporarily occupied by **YOU** with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, **AUTOS** or watercraft to the extent not subject to Exclusion **g.** of **SECTION I—COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.
- (2) Any other primary insurance available to **YOU** covering liability for **DAMAGES** arising out of the premises or operations, or the products and completed operations, for which **YOU** have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, **WE** will have no duty under **COVERAGES A** or **B** to defend the insured against any **SUIT** if any other insurer has a duty to defend the insured against that **SUIT**. If no other insurer defends, **WE** will undertake to do so, but **WE** will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, **WE** will pay only **OUR** share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all **DEDUCTIBLE** and self-insured amounts under all that other insurance.

WE will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought

specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

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

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

5. Premium Audit

- a. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period **WE** will compute the earned premium for that period and send notice to the first **NAMED INSURED**. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the **POLICY PERIOD** is greater than the earned premium, **WE** will return the excess to the first **NAMED INSURED**.
- 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.

6. Representations

By accepting this policy, **YOU** agree:

- a. The statements in the Declarations 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.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part 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.

8. Transfer Of Rights Of Recovery Against Others To US

If the insured has rights to recover all or part of any payment **WE** have made under this Coverage Part, those rights are transferred to **US**. The insured must do nothing after loss to impair them. At **OUR** request, the insured will bring **SUIT** or transfer those rights to **US** and help **US** enforce them.

Any amount recovered from subrogation shall be apportioned as follows:

Any amount recovered shall first, be used for repayment of **SUBROGATION EXPENSES**; second, to any **DAMAGES** and/or **CLAIM EXPENSE** paid by **US**; third, to any **DAMAGES** and **CLAIM EXPENSE** paid by an excess insurer on **YOUR** behalf; fourth, to any **DAMAGES** and **CLAIM EXPENSE** paid by any other primary insurer on **YOUR** behalf; and last, to repayment of **YOUR DEDUCTIBLE**, if any.

9. Sole Agent

By acceptance of this policy, the first **NAMED INSURED** agrees to act on **YOUR** behalf with respect to:

- a. The giving and receiving of notice of **CLAIMS** or cancellation; and
- b. The payment of premiums that may become due under this policy.

Each of **YOU** agrees that the first **NAMED INSURED** will act on **YOUR** behalf.

SECTION V—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 purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web-sites, only that part of a web-site 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 semitrailer 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 or disease sustained by a person, including death resulting from any of these at any time.

4. CLAIM(S) means an oral or written notice from any party that it is their intention to hold **YOU** responsible for any **BODILY INJURY, PROPERTY DAMAGE** or **PERSONAL AND ADVERTISING INJURY**. **CLAIM(S)** also means **YOUR** knowledge of circumstances which could reasonably be expected to give rise to such notice. Notice includes, but is not limited to, service of suit, institution of arbitration proceedings, mediation or any other Alternative Dispute Resolutions.

5. CLAIM EXPENSE means expenditures, including but not limited to:

- a. All expense of lawyers **WE** are required by law to pay to defend **YOU**;
- b. Costs of investigators;
- c. Experts;
- d. Court costs; and
- e. Other similar expenses **WE** incur in the investigation, adjustment, defense or appeal of a **CLAIM** or **SUIT**.

6. 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 between any places included in **a.** above; or
- c. All other 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;

(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** business; or

(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.

7. **DAMAGES** means a monetary judgment, award or settlement.

DAMAGES do not include:

- a. Civil or criminal fines, sanctions, restitution or penalties, whether pursuant to any civil or criminal law or statute;
- b. Amounts paid to **YOU** as fees, costs or expenses for services performed which are to be reimbursed or discharged as part of the judgment or settlement;
- c. Equitable relief, injunctive relief, declaratory relief or any other relief or recovery that is not seeking monetary judgment, award or settlement;
- d. Any fees, costs or expenses, including but not limited to claimant/plaintiff attorney fees, related to equitable relief, injunctive relief, declaratory relief or any other relief or recovery that is not seeking a monetary judgment, award or settlement;
- e. Judgments or awards arising from acts deemed uninsurable by law; or
- f. Fines, penalties or disputes over fees, deposits, commissions, or charges for goods or services or the cost of correcting, performing or repeating professional services by **YOU** when **YOU** had the capability to correct, perform or repeat the services that generated the cost.

8. **DEDUCTIBLE** means the amount the **NAMED INSURED** must pay for **DAMAGES** and **CLAIM EXPENSE**.

9. **EMPLOYEE** includes a **LEASED WORKER**. **EMPLOYEE** does not include a **TEMPORARY WORKER**.

10. **EXECUTIVE OFFICER** means a person holding any of the officer positions created by **YOUR** charter, constitution, by-laws or any other similar governing document.

11. **HOSTILE FIRE** means one which becomes uncontrollable or breaks out from where it was intended to be.

12. **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:

- a. The repair, replacement, adjustment or removal of **YOUR PRODUCT** or **YOUR WORK**; or
- b. **YOUR** fulfilling the terms of the contract or agreement.

13. **INSURED CONTRACT** means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to **YOU** or temporarily occupied by **YOU** with permission of the owner is not an **INSURED CONTRACT**;
- b. A sidetrack agreement;
- c. Any easement or license agreement, 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** business (including an indemnification of a municipality in connection with work performed for a municipality) under which **YOU** assume the tort liability of another party to pay for **BODILY INJURY** or **PROPERTY DAMAGE** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

(1) That indemnifies 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, road-beds, 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 an 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.

14. 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**.

15. 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**.

16. 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;

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.

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**.

17. NAMED INSURED means the person, entity or organization named in Item 1. of the Declarations.

18. OCCURRENCE means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

19. 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, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in **YOUR ADVERTISEMENT**; or
- g. Infringing upon another's copyright, trade dress or slogan in **YOUR ADVERTISEMENT**.

20. POLICY PERIOD means the period of time stated in Item 2. of the Declarations or any shorter period resulting from policy cancellation.

21. POLLUTANTS mean 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.

22. 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.

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.

23. 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 the 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 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.

24. SUBROGATION EXPENSES means expenditures including, but not limited to:

- a. All expense of lawyers **WE** are required by law to pay to defend **YOU**;
- b. Costs of investigations;
- c. Experts;
- d. Court costs; and
- e. Other similar expenses **WE** incur in the subrogation process.

25. 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 proceeding in which such **DAMAGES** are claimed and to which the insured submits with **OUR** consent.

26. 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.

27. 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**.

28. YOUR PRODUCT:

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) **YOU**;

(b) Others trading under **YOUR** name; or

(c) A person or organization whose business or assets **YOU** have acquired; and

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

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **YOUR PRODUCT**; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

29. YOUR WORK:

a. Means:

(1) Work or operations performed by **YOU** or on **YOUR** behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **YOUR WORK**, and

(2) The providing of or failure to provide warnings or instructions.

COMMON POLICY DECLARATIONS
PERSONNEL CONSULTANTS AND TEMPORARY HELP SERVICES

Policy Number

THO

National Casualty Company

Renewal of Number

Home Office:

Madison, Wisconsin

Administrative Office:

8877 North Gainey Center Drive • Scottsdale, Arizona 85258

1-800-423-7675

A STOCK COMPANY

ITEM 1. NAMED INSURED AND MAILING ADDRESS

AGENT NAME AND ADDRESS

Agent No.: _____

ITEM 2. POLICY PERIOD

From:

To:

12:01 A.M. Standard Time at the **NAMED INSURED'S** mailing address.

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage.

Coverage Part(s)	Premium
Commercial General Liability Coverage Part	\$ _____
Professional Liability Coverage Part	\$ _____
Employment Practices Liability Coverage Part	\$ _____
Total Policy Premium	\$ _____

Form(s) and Endorsement(s) made a part of this policy at time of issue:

See Schedule of Forms and Endorsements

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE-NUMBERED POLICY.

National Casualty Company

COMMERCIAL GENERAL LIABILITY INSURANCE

PERSONNEL CONSULTANTS AND TEMPORARY HELP SERVICES PROFESSIONAL LIABILITY INSURANCE

EMPLOYMENT PRACTICES LIABILITY INSURANCE

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

- CANCELLATION.** This policy may be canceled by the first **NAMED INSURED** by surrendering the policy to **US** or any of **OUR** authorized agents or by mailing written notice to **US** stating when the cancellation is to be effective. **WE** may cancel this policy by mailing to the first **NAMED INSURED** at the address shown on the Declarations a written notice stating when the cancellation is to be effective. **WE** will give the first **NAMED INSURED** ten (10) days notice for nonpayment of premium or sixty (60) days notice for any other valid reason.

The mailing of notice will be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice will become the end of the **POLICY PERIOD**. Delivery of written notice either by the first **NAMED INSURED** or by **US** will be equivalent to mailing.

If this policy is canceled, **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 will be the customary short rate proportion. **WE** will make the premium refund as soon as practicable after the date of cancellation. However, the premium refund is not a condition of cancellation.

Notice of cancellation will only be sent to the first **NAMED INSURED** and will serve as notice to all of **YOU**.
- NONRENEWAL.** If **WE** do not renew this policy, **WE** will mail written notice to the first **NAMED INSURED** at least sixty (60) days before the end of the **POLICY PERIOD**.
- ASSIGNMENT.** Assignment of interest under this policy will not bind **US** unless **WE** endorse the policy in writing assigning **YOUR** interest to another party.
- CHANGES.** The terms of this policy will not be waived or changed except by endorsement issued by **US** and made a part of this policy.
- MERGERS AND ACQUISITIONS.** All mergers and acquisitions with other firms occurring throughout the **POLICY PERIOD** must be reported to **US** in writing within sixty (60) days of the merger or acquisition, or the next anniversary of this policy, whichever is sooner. **WE** shall have the right to adjust the premium, terms, conditions and exclusions to reflect any shift in exposure created by such merger or acquisition. In the event that fifty-one percent (51%) or more of the controlling interest of the **NAMED INSURED** is changed during the **POLICY PERIOD**, this policy shall automatically terminate upon the completion of such change in control. Only **CLAIMS** made prior to the change in control will apply to the policy.
- CONFLICTING STATUTES.** Any part of this policy, which is in conflict with the statutes of the state in which this policy is issued, is amended to conform to such statutes.
- INSPECTION AND AUDIT.** **YOU** agree to allow **US** to examine and audit **YOUR** premises, management procedures and records as they relate to this insurance during normal business hours while this policy is in force. **WE** are not, however, required to make inspections nor will **WE** guarantee that **YOUR** procedures are adequate or that they conform to any laws, rules or regulations.
- BANKRUPTCY.** In the event of **YOUR** bankruptcy or insolvency, **WE** will not be relieved of **OUR** obligations under the terms and conditions of this policy.
- PREMIUM.** All premiums for this policy shall be computed in accordance with **OUR** rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

National Casualty Company

PERSONNEL CONSULTANTS AND TEMPORARY HELP SERVICES PROFESSIONAL LIABILITY INSURANCE

EMPLOYMENT PRACTICES LIABILITY INSURANCE

ADDITIONAL CONDITIONS

The **PERSONNEL CONSULTANTS AND TEMPORARY HELP SERVICES PROFESSIONAL LIABILITY COVERAGE PART** and the **EMPLOYMENT PRACTICES LIABILITY COVERAGE PART** are subject to the following conditions.

- SEVERABILITY CLAUSE.** The application and any supplements or addendums, copies of which are attached to this policy, and the Declarations, are part of this policy. They are to be considered as incorporated in and constituting part of this policy. The particulars and statements contained in the application and any supplements or addendums and the conditions and exclusions set forth in this policy will be construed as a separate agreement with each of **YOU**. By acceptance of this policy, **YOU** agree that the statements in the application are **YOUR** representations, that they shall be deemed material and that this policy is issued upon the truth of such representations. Nothing in this provision will be construed to increase **OUR** Limits of Liability as set forth in the Declarations.
- OTHER INSURANCE.** If **YOU** have other insurance which applies to **CLAIMS** reported under this policy, **WE** will be excess of the amount of the applicable **DEDUCTIBLE** and any other valid and collectible insurance whether such other insurance is primary, pro rata, contributory, excess, contingent or any other basis, unless such other insurance is written only as specific excess insurance over the Limit of Liability provided in this policy.

If a loss occurs involving two or more policies, each of which provides that its insurance will be excess, then each policy will contribute on a pro rata basis. This means that **WE** will pay no more than **OUR** percentage of the total amount of the insurance covering the **CLAIM**, less the **DEDUCTIBLE**. For example:

The limit of coverage under this policy is \$100,000. Another insurance policy with a limit of \$300,000 also covers a **CLAIM** covered by this policy. **WE** will not pay more than 25% (\$100,000/\$400,000) of the **DAMAGES** and **CLAIM EXPENSE**, less the **DEDUCTIBLE**.
- ACTION AGAINST US.** No action will lie against **US** unless **YOU** have fully complied with all the terms and conditions of this policy prior to bringing the action.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NON-STACKING OF LIMITS ENDORSEMENT
Two or More Policies Issued by US**

This endorsement modifies insurance provided under the following:

**PERSONNEL CONSULTANTS AND TEMPORARY HELP SERVICES
COMMERCIAL GENERAL LIABILITY COVERAGE PART**

If this Coverage Part and any other Coverage Part or policy issued by **US** or any company affiliated with **US** apply to the same **BODILY INJURY** or **PROPERTY DAMAGE** or **PERSONAL AND ADVERTISING INJURY** offense, the maximum applicable Each **OCCURRENCE**, Personal and Advertising Injury and General Aggregate Limits of Insurance available under all Coverage Parts or policies shall not exceed the highest applicable Each **OCCURRENCE**, Personal and Advertising Injury and General Aggregate Limits of Insurance under any one Coverage Part or policy.

This endorsement does not apply to any Coverage Part or policy issued by **US** or an affiliated company specifically to apply as excess insurance over this Coverage Part.

I/We hereby understand, acknowledge and accept the terms of this endorsement. (Signature is not required if attached at the original inception date of policy.)

SIGNATURE OF PARTNER, OFFICER OR SOLE PROPRIETOR

DATE

TYPE NAME OF PARTNER, OFFICER OR SOLE PROPRIETOR

AUTHORIZED REPRESENTATIVE / DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

**PERSONNEL CONSULTANTS AND TEMPORARY HELP SERVICES
COMMERCIAL GENERAL LIABILITY COVERAGE PART**

SCHEDULE

Name of Person or Organization:

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

SECTION II—WHO IS AN INSURED of the Coverage Part is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of **YOUR** operations or premises owned by or rented to **YOU**.

Additional Premium: \$ _____

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED ENDORSEMENT
(Owners Or Other Interests From Whom Premises Have Been Leased)**

This endorsement modifies insurance provided under the following:

**PERSONNEL CONSULTANTS AND TEMPORARY HELP SERVICES
COMMERCIAL GENERAL LIABILITY COVERAGE PART**

SCHEDULE

1. Designation of Premises (Part Leased to **YOU**):
2. Name of Person or Organization (Additional Insured):

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

SECTION II—WHO IS AN INSURED of the Coverage Part is amended to include as an insured the person or organization shown in the Schedule above but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to **YOU** and shown in the Schedule above and subject to the following additional exclusions:

This Coverage Part does not apply to:

1. Any **OCCURRENCE** which takes place after **YOU** cease to be a tenant in that premises; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule above.

Additional Premium: \$ _____

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED OPERATIONS EXCLUSION

This endorsement modifies insurance provided under the following:

**PERSONNEL CONSULTANTS AND TEMPORARY HELP SERVICES
COMMERCIAL GENERAL LIABILITY COVERAGE PART**

SCHEDULE

Description of Excluded Operations:

This insurance does not apply to any **BODILY INJURY, PROPERTY DAMAGE** or **PERSONAL AND ADVERTISING INJURY** arising out of the operations shown in the Schedule above.

I/We hereby understand, acknowledge and accept the terms of this endorsement. (Signature is not required if attached at the original inception date of policy.)

SIGNATURE OF PARTNER, OFFICER OR SOLE PROPRIETOR

DATE

TYPE NAME OF PARTNER, OFFICER OR SOLE PROPRIETOR

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIC CLIENT LIMIT OF LIABILITY CHANGE

This endorsement modifies insurance provided under the following:

PERSONNEL CONSULTANTS AND TEMPORARY HELP SERVICES COMMERCIAL GENERAL LIABILITY COVERAGE PART

In consideration of an additional premium, the Limits of Insurance shown on the Commercial General Liability Coverage Part Supplemental Declarations are amended, for the specific client listed below, to read:

General Aggregate Limit
(other than Products/Completed Operations) \$ _____

Products/Completed Operations Aggregate Limit \$ _____

Personal and Advertising Injury Limit \$ _____ any one person or organization

Each **OCCURRENCE** Limit \$ _____

This endorsement is only applicable to **CLAIMS** arising out of **TEMPORARY HELP SERVICES** performed for the following client:

Name of Client: _____

The amendment of the Limits of Insurance shown above are the only Limits of Insurance available for the listed client and are in lieu of and are not in addition to the Limits of Liability shown on the Commercial General Liability Coverage Part Supplemental Declarations. If any payment has reduced the Limits of Insurance shown on the Commercial General Liability Coverage Part Supplemental Declarations, then the amended Limits of Insurance shown above are also reduced by an equal amount. Only one set of limits for General Aggregate, Products/Completed Operations Aggregate, Personal and Advertising Injury and Each **OCCURRENCE** will apply to any **CLAIM** for the specific client listed above and apply only to an **BODILY INJURY** or **PROPERTY DAMAGE** or a **PERSONAL AND ADVERTISING INJURY** offense involving **TEMPORARY HELP SERVICES** performed for the listed client, occurring during the **POLICY PERIOD** and on or after the effective date of this endorsement.

The following definition is added to **SECTION V—DEFINITIONS**:

TEMPORARY HELP SERVICES means the selection, recruitment or placement of any candidate(s) for temporary employment with **YOUR** client. The term client does not include any of **YOU**, any entity

owned or controlled by any of **YOU**, any person or entity owning or controlling or under common ownership or control with any of **YOU** or any entity of which any of **YOU** is a director, officer, partner or principal shareholder.

Additional Premium: \$ _____

I/We hereby understand, acknowledge and accept the terms of this endorsement. (Signature is not required if attached at the original inception date of policy.)

SIGNATURE OF PARTNER, OFFICER OR SOLE PROPRIETOR

DATE

TYPE NAME OF PARTNER, OFFICER OR SOLE PROPRIETOR

AUTHORIZED REPRESENTATIVE / DATE

National Casualty Company

ENDORSEMENT
NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIC PERSON OR ENTITY EXCLUSION

This endorsement modifies insurance provided under the following:

PERSONNEL CONSULTANTS AND TEMPORARY HELP SERVICES COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to the **EXCLUSIONS** sections of the Coverage Part:

This Coverage Part does not apply:

to any **CLAIM** based upon or arising out of, whether direct or vicarious, any act, error or omission, resulting in **BODILY INJURY** or **PROPERTY DAMAGE**, or any offense, resulting in **PERSONAL AND ADVERTISING INJURY**, committed by any person or entity listed below:

- 1.
- 2.
- 3.

I/We hereby understand, acknowledge and accept the terms of this endorsement. (Signature is not required if attached at the original inception date of policy.)

SIGNATURE OF PARTNER, OFFICER OR SOLE PROPRIETOR

DATE

TYPE NAME OF PARTNER, OFFICER OR SOLE PROPRIETOR

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

**PERSONNEL CONSULTANTS AND TEMPORARY HELP SERVICES
COMMERCIAL GENERAL LIABILITY COVERAGE PART**

SCHEDULE

Name of Person or Organization:

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

The following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To US** of **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS:**

WE waive any right of recovery **WE** may have against the person or organization shown in the Schedule above because of payments **WE** make for injury or damage arising out of **YOUR** ongoing operations or **YOUR WORK** done under a contract with that person or organization and included in the **PRODUCTS-COMPLETED OPERATIONS HAZARD**. This waiver applies only to the person or organization shown in the Schedule above.

Additional Premium: \$ _____

 AUTHORIZED REPRESENTATIVE DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

PERSONNEL CONSULTANTS AND TEMPORARY HELP SERVICES COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The insurance does not apply:
 - A. Under any Liability Coverage, to **BODILY INJURY** or **PROPERTY 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 the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred 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.
 - C. Under any Liability Coverage, to **BODILY INJURY** or **PROPERTY DAMAGE** resulting from **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 **BODILY INJURY** or **PROPERTY DAMAGE** arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation 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 (3) applies only to **PROPERTY DAMAGE** to such **NUCLEAR FACILITY** and any property thereat.
2. As used in this endorsement:

HAZARDOUS PROPERTIES includes radioactive, toxic or explosive properties;

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE

In consideration of an additional premium, **YOU** have elected to purchase a Supplemental Extended Reporting Period offered by the **EMPLOYEE BENEFITS LIABILITY COVERAGE** Endorsement, TH-135s, under the **EXTENDED REPORTING PERIOD** section of the Endorsement and have selected a period of _____ months.

The Supplemental Extended Reporting Period begins at the end of the **POLICY PERIOD**, _____, and ends _____.

This endorsement will not take effect unless the additional premium for the Supplemental Extended Reporting Period coverage is paid when due. If that premium is paid when due, this endorsement may not be canceled.

Additional Premium: \$ _____

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEMPORARY HELP SERVICES—CARE, CUSTODY OR CONTROL LIMIT OF INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

PERSONNEL CONSULTANTS AND TEMPORARY HELP SERVICES COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I—COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, item j. Damage To Property, paragraph (4) is deleted in its entirety and is replaced by the following:

This insurance does not apply to:

PROPERTY DAMAGE to:

- (4) Personal property in the care, custody or control of the insured; however, this exclusion does not apply to **PROPERTY DAMAGE** to personal property in **YOUR** care, custody or control arising out of **YOUR TEMPORARY HELP SERVICES**;

For the purposes of this endorsement only, **TEMPORARY HELP SERVICES** means the selection, recruitment or placement of any candidate(s) for temporary employment with **YOUR** client. The term client does not include any of **YOU**, any entity owned or controlled by any of **YOU**, any person or entity owning or controlling or under common ownership or control with any of **YOU** or any entity of which any of **YOU** is a director, officer, partner or principal shareholder.

TEMPORARY HELP SERVICES does not include services with respect to any candidate(s) for employment as an architect, engineer or investment advisor or whose services are directly related to the provision of medical

care, including but not limited to, medical care provider, pharmacist, nutritionist, chiropractor, dentist, dental assistant, hygienist, nurse, physician or home health aide.

The following is added to **SECTION III—LIMITS OF INSURANCE**:

The **TEMPORARY HELP SERVICES** Limits of Insurance shown below are the most **WE** will pay under Coverage **A** for **PROPERTY DAMAGE** to personal property in **YOUR** care, custody or control arising out of **YOUR TEMPORARY HELP SERVICES**. The **TEMPORARY HELP SERVICES** Limits of Insurance shown below are in addition to the Limits of Insurance shown on the Commercial General Liability Coverage Part Supplemental Declarations.

TEMPORARY HELP SERVICES Limits of Insurance:

\$ _____ each **OCCURRENCE**

\$ _____ **POLICY PERIOD** aggregate

DEDUCTIBLE: \$ _____ each **OCCURRENCE**

Additional Premium: \$ _____

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NONOWNED AUTO LIABILITY INCLUDING VOLUNTEER WORKERS

This endorsement modifies insurance provided under the following:
**PERSONNEL CONSULTANTS AND TEMPORARY HELP SERVICES
COMMERCIAL GENERAL LIABILITY COVERAGE PART**

SCHEDULE

Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

Coverage	Sublimits of Insurance	Additional Premium
A. Hired Auto Liability	\$ Each OCCURRENCE \$ General Aggregate	\$
B. Nonowned Auto Liability	\$ Each OCCURRENCE \$ General Aggregate	\$

Regardless of the number of coverages involved:

1. the Sublimit of Insurance shown in this endorsement for Each **OCCURRENCE** is the most **WE** will pay for all loss for **DAMAGES** and expenses arising out of any one **CLAIM**; and
2. the Sublimit of Insurance shown in this endorsement for the General Aggregate is the most **WE** will pay for all loss for **DAMAGES** and expenses for each **POLICY PERIOD**.

The Sublimits of Insurance shown for A. and B. in the Schedule above are part of, and not in addition to, the Limits of Insurance shown on the Commercial General Liability Coverage Part Supplemental Declarations. **WE** will not be obligated to undertake or defend any **SUIT** or proceeding, which is subject to the Sublimits of Insurance stated in this endorsement, after the applicable Sublimits of Insurance are exhausted.

HIRED AUTO LIABILITY

The insurance provided under COVERAGE A (Section I) applies to **BODILY INJURY** or **PROPERTY DAMAGE** arising out of the maintenance or use of a **HIRED AUTO** by **YOU** or **YOUR EMPLOYEES** and/or **VOLUNTEER WORKERS** in the course of **YOUR** business.

NONOWNED AUTO LIABILITY

The insurance provided under COVERAGE A (Section I) applies to **BODILY INJURY** or **PROPERTY DAMAGE**

arising out of the use of any **NONOWNED AUTO** in **YOUR** business by any person other than **YOU**.

With respect to the insurance provided by this endorsement:

The exclusions, under COVERAGE A (Section I), other than exclusions **a., b., d., f.** and **i.** are deleted and the following exclusions are added:

1. BODILY INJURY:

- (a) To an **EMPLOYEE** of the insured arising out of and in the course of employment by the insured;
- (b) To a **VOLUNTEER WORKER** only while performing duties related to the conduct of **YOUR** business; or
- (c) To the spouse, child, parent, brother or sister of that **EMPLOYEE** and/or **VOLUNTEER WORKER** as a consequence of paragraph (a) or (b) 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 injury.

This exclusion does not apply to:

- (a) Liability assumed by the insured under an **INSURED CONTRACT**; or
- (b) **BODILY INJURY** arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

2. PROPERTY DAMAGE to:

- (a) Property owned or being transported by, or rented or loaned to the insured; or
- (b) Property in the care, custody or control of the insured.

WHO IS AN INSURED (Section II) is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

- 1. **YOU**;
- 2. Any other person using a **HIRED AUTO** with **YOUR** permission;
- 3. With respect to a **NONOWNED AUTO**, any partner or executive officer of **YOURS**, but only while such **NONOWNED AUTO** is being used in **YOUR** business;
- 4. Any other person or organization, but only with re-

spect to their liability because of acts or omissions of an insured under **1.**, **2.**, or **3.** above.

None of the following is an insured:

- 1. Any person while performing duties related to the conduct of **YOUR** business with respect to **BODILY INJURY** to any co-**EMPLOYEE** of such person injured in the course of employment or to any **VOLUNTEER WORKER** injured while performing duties related to the conduct of **YOUR** business;
- 2. Any person while performing duties related to the conduct of **YOUR** business with respect to **BODILY INJURY** to any co-**VOLUNTEER WORKER** of such person injured while performing duties related to the conduct of **YOUR** business or to any **EMPLOYEE** injured in the course of employment;
- 3. Any partner or executive officer with respect to any **AUTO** owned by such partner or officer or a member of his or her household;
- 4. Any person while employed in or otherwise engaged in duties in connection with an **AUTO BUSINESS**, other than an **AUTO BUSINESS YOU** operate;
- 5. The owner or lessee (of whom **YOU** are a sublessee) of a **HIRED AUTO** or the owner of a **NONOWNED AUTO** or any agent or **EMPLOYEE** and/or **VOLUNTEER WORKER** of any such owner or lessee;
- 6. Any person or organization 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.

The following additional definitions apply:

AUTO BUSINESS means the business or occupation of selling, repairing, servicing, storing or parking **AUTOS**.

HIRED AUTO means any **AUTO YOU** lease, hire, rent or borrow. This does not include any **AUTO YOU** lease, hire, rent or borrow from any of **YOUR EMPLOYEES** and/or **VOLUNTEER WORKERS** or members of their households, or from any partner or executive officer of **YOURS**.

NONOWNED AUTO means any **AUTO YOU** do not own, lease, hire, rent or borrow which is used in connection with **YOUR** business. However, if **YOU** are a partnership a **NONOWNED AUTO** does not include any **AUTO** owned by any partner.

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL INJURY EXCLUSION

This endorsement modifies insurance provided under the following:

PERSONNEL CONSULTANTS AND TEMPORARY HELP SERVICES PROFESSIONAL LIABILITY COVERAGE PART (OCCURRENCE)

The following exclusion is added to the **EXCLUSIONS** section of the Coverage Part:

This Coverage Part does not apply:

to any **CLAIM** based upon or arising out of any **PERSONAL INJURY** offense;

Definition 20. **WRONGFUL ACT(S)** of the **DEFINITIONS** section of the Coverage Part is deleted in its entirety and is replaced by the following:

20. **WRONGFUL ACT(S)**—means any actual or alleged negligent act, error or omission, misstatement, misleading statement or breach of duty **YOU** or any person or entity for whom **YOU** are legally responsible commit, but only in the performance of **PERSONNEL CONSULTING SERVICES** or **TEMPORARY HELP SERVICES** for or on behalf of the **NAMED INSURED**.

I/We hereby understand, acknowledge and accept the terms of this endorsement. (Signature is not required if attached at the original inception date of policy.)

SIGNATURE OF PARTNER, OFFICER OR SOLE PROPRIETOR

DATE

TYPE NAME OF PARTNER, OFFICER OR SOLE PROPRIETOR

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE BENEFITS LIABILITY COVERAGE—ARKANSAS

**THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following:

PERSONNEL CONSULTANTS AND TEMPORARY HELP SERVICES COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage	Limit Of Insurance		Deductible		Premium
Employee Benefits Programs	\$	each employee	\$	each employee	\$
	\$	aggregate			
Retroactive Date:					

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

A. The following is added to **SECTION I—COVERAGES:**

COVERAGES—EMPLOYEE BENEFITS LIABILITY

1. Insuring Agreement

- a.** **WE** will pay those sums that the insured becomes legally obligated to pay as **DAMAGES** because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, 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** 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:

(1) The amount we will pay for **DAMAGES** is limited as described in Paragraph **E.** (**SECTION III—LIMITS OF INSURANCE**); and

(2) **OUR** right and duty to defend ends when **WE** have used up the applicable limit of insurance in 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 **DAMAGES** only if:

(1) The act, error or omission, is negligently committed in the **ADMINISTRATION** of **YOUR EMPLOYEE BENEFIT PROGRAM**;

(2) The act, error or omission, did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the **POLICY PERIOD**; and

(3) A **CLAIM** for **DAMAGES**, because of an act, error or omission, is first made against any insured, in accordance with Paragraph **c.** below, during the **POLICY PERIOD** or an Extended Reporting Period we provide under Paragraph **G.** of this endorsement.

c. A **CLAIM** seeking **DAMAGES** will be deemed to have been made at the earlier of the following times:

(1) When notice of such **CLAIM** is received and recorded by any insured or by **US**, whichever comes first; or

(2) When **WE** make settlement in accordance with Paragraph **1.a.** above.

A **CLAIM** received and recorded by the insured within sixty (60) days after the end of the **POLICY PERIOD** will be considered to have been received within the **POLICY PERIOD**, if no subsequent policy is available to cover the **CLAIM**.

d. All **CLAIMS** for **DAMAGES** made by an **EMPLOYEE** because of any act, error or omission, or a series of related acts, errors or omissions, including **DAMAGES** claimed by such **EMPLOYEE'S** dependents and beneficiaries, will be deemed to have been made at the time the first of those **CLAIMS** is made against any insured.

2. Exclusions

This insurance does not apply to:

a. Dishonest, Fraudulent, Criminal Or Malicious Act

DAMAGES arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

b. BODILY INJURY, PROPERTY DAMAGE, Or PERSONAL AND ADVERTISING INJURY

BODILY INJURY, PROPERTY DAMAGE or PERSONAL AND ADVERTISING INJURY.

c. Failure To Perform A Contract

DAMAGES arising out of failure of performance of contract by any insurer.

d. Insufficiency Of Funds

DAMAGES arising out of an insufficiency of funds to meet any obligations under any plan included in the **EMPLOYEE BENEFIT PROGRAM**.

e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any **CLAIM** based upon:

(1) Failure of any investment to perform;

(2) Errors in providing information on past performance of investment vehicles; or

(3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the **EMPLOYEE BENEFIT PROGRAM**.

f. Workers' Compensation And Similar Laws

Any **CLAIM** arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

DAMAGES for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Any **CLAIM** for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-Related Practices

DAMAGES arising out of wrongful termination of employment, discrimination, or other employment-related practices.

B. For the purposes of the coverage provided by this endorsement:

1. All references to Supplementary Payments—Coverages **A** and **B** are replaced by Supplementary Payments—Coverages **A**, **B** and **Employee Benefits Liability**.
2. Paragraphs **1.b.** and **2.** of the Supplementary Payments provision do not apply.

C. For the purposes of the coverage provided by this endorsement, Paragraphs **2.** and **4.** of **Section II—WHO IS AN INSURED** are replaced by the following:

2. Each of the following is also an insured:
 - a. Each of your **EMPLOYEES** who is or was authorized to administer **YOUR EMPLOYEE BENEFIT PROGRAM**.
 - b. Any persons, organizations or **EMPLOYEES** having proper temporary authorization to administer **YOUR EMPLOYEE BENEFIT PROGRAM** if **YOU** die, but only until **YOUR** legal representative is appointed.
 - c. **YOUR** legal representative if **YOU** die, but only with respect to duties as such. That representative will have all **YOUR** rights and duties under this Endorsement.
4. Any organization **YOU** newly acquire or form, other than a partnership, joint venture or limited liability company, and over which **YOU** maintain ownership or majority interest, will qualify as a **NAMED INSURED** if no other similar insurance applies to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after **YOU** acquire or form the organization or the end of the **POLICY PERIOD**, whichever is earlier.

- b. Coverage under this provision does not apply to any act, error or omission that was committed before **YOU** acquired or formed the organization.

D. For the purposes of the coverage provided by this endorsement, Paragraph **3.** of **SECTION II—WHO IS AN INSURED** does not apply.

E. For the purposes of the coverage provided by this endorsement, **SECTION III—LIMITS OF INSURANCE** is replaced by the following:

1. Limits Of Insurance

- a. The Limits of Insurance shown in the Schedule and the rules below fix the most **WE** will pay regardless of the number of:

- (1) Insureds;
- (2) **CLAIMS** made or **SUITS** brought;
- (3) Persons or organizations making **CLAIMS** or bringing **SUITS**;
- (4) Acts, errors or omissions; or
- (5) Benefits included in your **EMPLOYEE BENEFIT PROGRAM**.

- b. The Aggregate Limit is the most **WE** will pay for all **DAMAGES** because of acts, errors or omissions negligently committed in the **ADMINISTRATION** of **YOUR EMPLOYEE BENEFIT PROGRAM**.

- c. Subject to the Aggregate Limit, the Each Employee Limit is the most **WE** will pay for all **DAMAGES** sustained by any one **EMPLOYEE**, including **DAMAGES** sustained by such **EMPLOYEES** dependents and beneficiaries, as a result of:

- (1) An act, error or omission; or
- (2) A series of related acts, errors or omissions

negligently committed in the **ADMINISTRATION** of **YOUR EMPLOYEE BENEFIT PROGRAM**.

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the **EMPLOYEE BENEFIT PROGRAM**.

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the **POLICY PERIOD** shown in the Declarations of the policy to which this endorsement is attached, unless the **POLICY PERIOD** is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

2. Deductible

a. **OUR** obligation to pay **DAMAGES** on behalf of the insured applies only to the amount of **DAMAGES** in excess of the deductible amount stated in the Schedule as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

b. The deductible amount stated in the Schedule applies to all **DAMAGES** sustained by any one **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.

F. For the purposes of the coverage provided by this endorsement, Conditions 2. and 4. of **SECTION IV—CONDITIONS** are replaced by the following:

2. Duties In The Event Of An Act, Error Or Omission, Or CLAIM Or SUIT

a. **YOU** must see to it that **WE** are notified as soon as practicable of an act, error or omission which may result in a **CLAIM**. To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

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 an act, error or omission 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.

e. Notice of **CLAIM** given by or on behalf of any of **YOU** to any of authorized agent of **OURS** with specific information to identify **YOU** is deemed notice of **CLAIM** to **US**.

4. Other Insurance

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

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, **OUR** obligations are not affected unless any of the other insurance is also primary. Then, **WE** will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the **POLICY PERIOD** shown in the Schedule of this insurance and that applies to an act, error or omission on other than a claims-made basis, if:

(a) No Retroactive Date is shown in the Schedule of this insurance; or

(b) The other insurance has a **POLICY PERIOD** which continues after the Retroactive Date shown in the Schedule of this insurance.

(2) When this insurance is excess, **WE** will have no duty to defend the insured against any **SUIT** if any other insurer has a duty to defend the insured against that **SUIT**. If no other insurer defends, **WE** will undertake to do so, but **WE** will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, **WE** will pay only **OUR** share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this insurance; and the total of all deductible and self-insured amounts under all that other insurance.

(4) **WE** will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision

and was not bought specifically to apply in excess of the Limits of Insurance shown in the Schedule of this endorsement.

c. Method Of Sharing

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

If any of the other insurance does not permit contribution by equal shares, **WE** will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance of all insurers.

G. For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims-made Coverage Part, replaces any similar Section in that Coverage Part:

EXTENDED REPORTING PERIOD

1. **WE** will provide one or more Extended Reporting Periods, as described below, if:

a. this policy is canceled or not renewed for any reason; or

b. **WE** renew or replace this endorsement with insurance that:

(1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or

(2) Does not apply to acts, errors or omissions on a claims-made basis.

2. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the **POLICY PERIOD** and lasts for sixty (60) days. The Basic Extended Reporting Period does not apply to **CLAIMS** covered under any subsequent insurance **YOU** purchase.

3. A Supplemental Extended Reporting Period described below will be offered, but only by an endorsement and for an additional premium charge. Such period starts at the end of the Basic Extended Reporting Period.

YOU have the right to select the number of Supplemental Extended Reporting Periods **YOU** desire. Up to three (3) Supplemental Extended Reporting Periods of twelve (12) months each may be chosen. An additional premium charge of twenty-five percent (25%) of the expiring annual premium of this endorsement is immediately due for each Supplemental Extended Reporting Period chosen.

YOU must give **US** a written request for the endorsement within sixty (60) days of the cancellation or nonrenewal. **YOUR** request should specify the length of the Supplemental Extended Reporting Period desired. The Supplemental Extended Reporting Period will not go into effect unless **YOU** pay the additional premium promptly when due and unless **YOU** make written request within sixty (60) days of policy termination. **WE** will determine the additional premium in accordance with **OUR** rules and rates in effect at the inception date of the last **POLICY PERIOD**. Once in effect, Extended Reporting Periods may not be canceled.

4. The Extended Reporting Periods do not extend the **POLICY PERIOD** or change the scope of coverage provided. Subject otherwise to the policy's terms, limits of insurance, exclusions and conditions, the policy is extended to apply to **CLAIMS** first made against the insured during the Basic Extended Reporting Period, if applicable, or the Supplemental Extended Reporting Period, if purchased, but only to **CLAIMS** for acts, errors or omissions that occur before the end of the **POLICY PERIOD** (but not before the Retroactive Date shown in the Schedule of this endorsement).
5. The Aggregate Limit of Insurance for the Supplemental Extended Reporting Period will be whichever of the following amount is larger:
 - a. The limit remaining in the endorsement's Aggregate Limit of Insurance; or
 - b. Fifty percent (50%) of the endorsement's Aggregate Limit of Insurance at the inception of the endorsement.

CLAIMS for acts, errors or omissions which are first received and recorded during the Basic Extended Reporting Period, if applicable, or during the Supplemental Extended Reporting Period, if it is in effect, will be deemed to have been made on the last day of the **POLICY PERIOD**.

H. For the purposes of the coverage provided by this endorsement, the following definitions are added to the Definitions Section:

1. **ADMINISTRATION** means:

- a. Providing information to **EMPLOYEES**, including their dependents and beneficiaries, with respect to eligibility for or scope of **EMPLOYEE BENEFIT PROGRAMS**;
- b. Handling records in connection with the **EMPLOYEE BENEFIT PROGRAM**; or
- c. Effecting, continuing or terminating any **EMPLOYEE'S** participation in any benefit included in the **EMPLOYEE BENEFIT PROGRAM**.

However, **ADMINISTRATION** does not include handling payroll deductions.

2. **CAFETERIA PLANS** means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

3. **EMPLOYEE BENEFIT PROGRAM** means a program providing some or all of the following benefits to **EMPLOYEES**, whether provided through a **CAFETERIA PLAN** or otherwise:

- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an **EMPLOYEE** may subscribe to such benefits and such benefits are made generally available to those **EMPLOYEES** who satisfy the plan's eligibility requirements;
- b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an **EMPLOYEE** may subscribe to such benefits and such benefits are made generally available to all **EMPLOYEES** who are eligible under the plan for such benefits;
- c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tui-

tion assistance plans; transportation and health club subsidies; and

- e. Any other similar benefits designated in the Schedule or added thereto by endorsement.

I. For the purposes of the coverage provided by this endorsement, Definitions 4., 7. and 21. in the Definitions Section are replaced by the following:

4. **CLAIM(S)** means any demand, or **SUIT**, made by an **EMPLOYEE** or an **EMPLOYEE'S** dependents and beneficiaries, for **DAMAGES** as the result of an act, error or omission.

7. **EMPLOYEE** means a person actively employed, formerly employed, on leave of absence or disabled, or retired. **EMPLOYEE** includes a **LEASED WORKER**. **EMPLOYEE** does not include a **TEMPORARY WORKER**.

21. **SUIT** means a civil proceeding in which **DAMAGES** because of an 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 the insured must submit or does submit with **OUR** consent; or
- b. Any other alternative dispute resolution proceeding in which such **DAMAGES** are claimed and to which the insured submits with **OUR** consent.

K. For the purposes of the coverage provided by this endorsement, the following is added to **SECTION IV—CONDITIONS**:

YOUR RIGHT TO CLAIM, ACT, ERROR OR OMISSION INFORMATION.

WE will provide **YOU** with the following information relating to this and any preceding Employee Benefits Liability endorsement **WE** have issued to **YOU** during the previous three (3) years:

- a. A list or other record of each act, error or omission not previously reported to any other insurer, of which **WE** were notified in accordance with Condition 2. **Duties In The Event Of An Act, Error Omission, Or CLAIM Or SUIT** of this endorsement. **WE** will include the date and brief description of the act, error or omission if that information was in the notice **WE** received. **WE** will also include any estimated reserves on reported acts, errors or omissions;
- b. A summary by **POLICY PERIOD**, of payments made and amounts reserved, stated separately, under any applicable Annual Aggregate Limit; and
- c. A description of closed **CLAIMS** and/or open **CLAIMS** including the date and description of acts, errors or omissions, amount of payment, if any, and an estimate of reserves, if any.

Amounts reserved are based on **OUR** judgment. They are subject to change and should not be regarded as ultimate settlement values.

If **WE** cancel or do not renew this insurance, loss information will be provided within fifteen (15) days after notice of cancellation or nonrenewal is issued. In other circumstances, **WE** will provide this information only if **WE** receive a written request from **YOU** during the **POLICY PERIOD** or within sixty (60) days after the end of the **POLICY PERIOD**. In this case, **WE** will provide this information within thirty (30) days of receipt of the request.

WE compile **CLAIM** and **ACT, ERROR** or **OMISSION** information for **OUR** own business purposes and exercise reasonable care in doing so. In providing this information to **YOU**, **WE** make no representations or warranties to Insureds, insurers, or others to whom this information is furnished by or on behalf of any of **YOU**. Cancellation or nonrenewal will be effective even if **WE** inadvertently provide inaccurate information.

AUTHORIZED REPRESENTATIVE

DATE

National Casualty Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL DECLARATIONS

These Supplemental Declarations form a part of policy number: _____

LIMITS OF INSURANCE

General Aggregate Limit (other than Products/Completed Operations)	\$ _____
Products/Completed Operations Aggregate Limit	\$ _____
Personal and Advertising Injury Limit	\$ _____ any one person or organization
Each OCCURRENCE Limit	\$ _____
Damage to Premises Rented to YOU Limit	\$ _____ any one premises
Medical Expense Limit	\$ _____ any one person

DEDUCTIBLE

Each **OCCURRENCE**, excluding **CLAIM EXPENSE** \$ _____

DESCRIPTION OF BUSINESS

Form of business:

- Individual Joint Venture Partnership Trust Organization including a corporation (other than Partnership, Joint Venture or Limited Liability Company)

Business description:

Location of all premises you own, rent or occupy:

NOTICE OF CLAIM

Notice of **CLAIM** shall be given to:

Scottsdale Insurance Company
Claims Department
Professional Liability Unit
8877 North Gainey Center Drive
Scottsdale, Arizona 85258

FORMS AND ENDORSEMENTS (other than applicable forms and endorsements shown elsewhere in the policy)

Forms and endorsements applying to this Coverage Part and made part of this policy at time of issue:

THIS SUPPLEMENTAL DECLARATIONS AND THE COMMON POLICY DECLARATIONS, TOGETHER WITH
THE COVERAGE FORM(S) AND ENDORSEMENT(S) COMPLETE THE ABOVE-NUMBERED POLICY.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES—ARKANSAS

This endorsement modifies insurance provided under the following:

PERSONNEL CONSULTANTS AND TEMPORARY HELP SERVICES COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION III—LIMITS OF INSURANCE, Paragraph **8**, is deleted in its entirety and is replaced by the following:

- 8.** Subject to the Limits of Insurance stated in Coverage **A**, **WE** will only be liable to pay **DAMAGES** in excess of the **DEDUCTIBLE** shown in the Supplemental Declarations for Each **OCCURRENCE**. The **DEDUCTIBLE** does not apply to any Supplementary Payments. Each of **YOU** under the Coverage Part is individually liable for the payment of the **DEDUCTIBLE**. In the event that **WE** expend funds for **DAMAGES** on **YOUR** behalf, **YOU** will reimburse **US** for such expenditures up to the amount of the **DEDUCTIBLE** shown in the Supplemental Declarations. Reimbursement of the **DEDUCTIBLE** will be due within sixty (60) days from the date **WE** bill **YOU**.

The terms of this insurance, including those with respect to:

- a.** **OUR** right and duty to defend the insured against any **SUITS** seeking those **DAMAGES**; and
- b.** **YOUR** duties in the event of an **OCCURRENCE**, **CLAIM** or **SUIT**

apply irrespective of the applicable of the **DEDUCTIBLE** amount.

The **DEDUCTIBLE** amount applies as follows:

Under **BODILY INJURY** and/or **PROPERTY DAMAGE** Liability Coverage, 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**.

The following is added to **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS**, **2. Duties In The Event Of OCCURRENCE, Offense, CLAIM Or SUIT**:

Notice of **CLAIM** given by or on behalf of any of **YOU** to any authorized agent of **OURS** with specific information to identify **YOU** is deemed notice of **CLAIM** to **US**.

The following is added to **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS**, **8. Transfer Of Rights Of Recovery Against Others To US**:

WE will be entitled to **YOUR** rights of recovery only after **YOU** have been fully compensated for the loss or **DAMAGES** sustained.

SECTION V—DEFINITIONS, 8. DEDUCTIBLE of the **PERSONNEL CONSULTANTS AND TEMPORARY HELP SERVICES COMMERCIAL GENERAL LIABILITY COVERAGE PART** is deleted in its entirety and is replaced by the following:

8. DEDUCTIBLE means the amount the **NAMED INSURED** must pay for **DAMAGES**.

AUTHORIZED REPRESENTATIVE / DATE

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National Casualty Company

IMPORTANT INFORMATION FOR ARKANSAS POLICYHOLDERS

In the event you need to contact someone about this policy for any reason, **please contact your agent first**. If you have additional questions, you may contact the insurance company issuing this policy at the following address and telephone number:

National Casualty Company
Property/Casualty Division
8877 North Gainey Center Drive
Scottsdale, Arizona 85258
Telephone: 1-800-423-7675

If you have been unable to contact or obtain satisfaction from the company or agent, you may contact the Arkansas Insurance Department at:

Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, Arkansas 72201-1904
Telephone: 501-371-2640 or 1-800-852-5494 (outside Arkansas)

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or the Insurance Department, please have your policy number available.

National Casualty Company

NOTICE TO THE INSURED—ARKANSAS

The insurance provided in the **PERSONNEL CONSULTANTS AND TEMPORARY HELP SERVICES EMPLOYEE BENEFITS LIABILITY COVERAGE** endorsement under:

Policy Number _____ beginning _____ and ending _____
was a claims made and reported endorsement and is no longer in force.

A Basic Extended Reporting Period is currently provided as described in the endorsement. This Basic Extended Reporting Period will expire sixty (60) days from the ending date shown above.

YOU may elect an optional Supplemental Extended Reporting Period, also described in the endorsement. This Supplemental Extended Reporting Period starts at the expiration of the Basic Extended Reporting Period. **YOU** must make this election within sixty (60) days of the ending date shown above or thirty (30) days from the date of mailing or delivery of this notice, whichever is greater. The available one-time options and additional premium charge for each option are listed below:

1. A twelve (12) month Supplemental Extended Reporting Period for 25% of the full annual premium of the endorsement;
2. A twenty-four (24) month Supplemental Extended Reporting Period for 50% of the full annual premium of the endorsement; or
2. A thirty-six (36) month Supplemental Extended Reporting Period for 75% of the full annual premium of the endorsement.

The **PERSONNEL CONSULTANTS AND TEMPORARY HELP SERVICES EMPLOYEE BENEFITS LIABILITY COVERAGE** endorsement contains an Aggregate Limit of Insurance. **WE** offer Supplemental Extended Reporting Period coverage with an aggregate Limit of Insurance equal to whichever of the following amounts is larger:

- a. The limit remaining in the endorsement's Aggregate Limit of Insurance; or
- b. Fifty percent (50%) of the endorsement's Aggregate Limit of Insurance at policy inception.

It is important that **YOU** consider the option to purchase the Supplemental Extended Reporting Period in order to reduce potential gaps in coverage from succeeding insurance that **YOU** may purchase. The Supplemental Extended Reporting Period provides coverage for acts, errors or omissions that may have already occurred during the **POLICY PERIOD**, but of which **YOU** have no notification now. **YOU** should read this endorsement and carefully consider this optional extension.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES—ARKANSAS

Condition 1. **CANCELLATION** of the **COMMON POLICY CONDITIONS** section of the policy is deleted in its entirety and is replaced by the following:

1. CANCELLATION

- a. This policy may be canceled by the **NAMED INSURED** by surrendering the policy to **US** or any of **OUR** authorized agents or by mailing written notice to **US** stating when the cancellation is to be effective.
- b. If this policy has been in effect for sixty (60) days or less and is not a renewal, **WE** may cancel this policy for any reason by mailing or delivering written notice of cancellation to the **NAMED INSURED**.
- c. If this policy has been in effect for more than sixty (60) days, or this is a renewal or continuation of a policy issued by **US**, **WE** may cancel this policy only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Fraud or material misrepresentation by or with **YOUR** knowledge in obtaining the policy, continuing the policy or in presenting a **CLAIM** under the policy;
 - (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
 - (4) Violation of a local fire, health, safety, building or construction regulation or ordinance with respect to any insured property, or its occupancy which substantially

increases any hazard insured against under the policy; or

- (5) A material violation of material provisions of the policy.
- d. **WE** may cancel the policy by mailing or delivering written notice of cancellation to the **NAMED INSURED** at least:
 - (1) ten (10) days before the effective date of cancellation if **WE** cancel for nonpayment of premium; or
 - (2) sixty (60) days before the effective date of cancellation if **WE** cancel for any other reason.
- e. **WE** will mail or deliver written notice to the **NAMED INSURED** at the last mailing address known to **US**.
- f. Notice of cancellation will state the reason or reasons for cancellation and date and hour of cancellation specified in the notice will become the end of the **POLICY PERIOD**. Actual delivery of such notice by **US** shall be equivalent to mailing.
- g. If notice is mailed, proof of mailing will be sufficient proof of notice.
- h.
 - (1) If this policy is canceled, **WE** will send the **NAMED INSURED** any premium refund due.
 - (2) **WE** will refund the pro rata unearned premium if the policy is:
 - (a) canceled by **US** or at **OUR** request;

- (b) canceled but rewritten with **US** or in **OUR** group; or
 - (c) canceled after the first year of a pre-paid policy that was written for a term of more than one year.
- (3) If the policy is canceled at the request of the **NAMED INSURED**, other than a cancellation described in 1.h.(2)(b) or 1.h.(2)(c) above, **WE** will refund ninety percent (90%) of the pro rata unearned premium. However, the refund will be less than ninety percent (90%) of the pro rata unearned premium if the refund of such amount would reduce the premium retained by **US** to an amount less than the minimum premium for this policy.
- (4) Premium adjustment may be made either at the time cancellation is effected or as soon as practicable thereafter, but payment or tender of unearned premium is not a condition of cancellation.
- i. Notice of cancellation will only be sent to the **NAMED INSURED** and will serve as notice to all of **YOU**.

Condition 2. **NONRENEWAL** of the **COMMON POLICY CONDITIONS** section of the policy is deleted in its entirety and is replaced by the following:

2. NONRENEWAL.

- a. If **WE** decide not to renew this policy, **WE** will mail to the **NAMED INSURED** shown in the Declarations written notice of nonrenewal at least sixty (60) days before:
 - (1) its expiration date; or
 - (2) its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, **WE** are not required to send this notice if nonrenewal is due to **YOUR** failure to pay any premium required for renewal.
- b. **WE** will mail **OUR** notice to the **NAMED INSURED'S** mailing address last known to **US**. If notice is mailed, proof of mailing will be sufficient proof of notice.

The following Condition is added to the **COMMON POLICY CONDITIONS** section of the policy and supersedes any provision to the contrary:

RENEWAL.

- a. If **WE** decide to renew this policy and intend to increase the premium by an amount equal to or greater than twenty-five percent (25%) on any policy issued for a term of twelve (12) months or less, **WE** will mail or deliver written notice stating **OUR** intention to increase the premium at renewal.
- b. Any such notice will be mailed or delivered to the **NAMED INSURED'S** agent, if any, not less than sixty (60) days prior to the effective date of renewal, and to the **NAMED INSURED** not less than thirty (30) days prior to the effective date of renewal. Such notices will be mailed to the last addresses known to **US**.
- c. If notice is not mailed or delivered as stated in paragraph b. above, **WE** will extend the existing policy sixty (60) days from the date such notice is mailed or delivered. The premium for the policy as extended in such circumstances shall be no more than the pro rata premium of the existing policy.
- d. If notice is mailed, proof of mailing will be sufficient proof of notice.

Definition 4. **DAMAGES** of the **PERSONNEL CONSULTANTS AND TEMPORARY HELP SERVICES PROFESSIONAL LIABILITY INSURANCE COVERAGE PART** and Definition 4. **DAMAGES** of the **EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE PART** are deleted in their entirety and are replaced by the following:

- 4. **DAMAGES**—means a monetary judgment, award or settlement.

DAMAGES do not include:

- a. Civil or criminal fines, sanctions, restitution or penalties, whether pursuant to any civil or criminal law or statute;
- b. Amounts paid to **YOU** as fees, costs or expenses for services performed which are to be reimbursed or discharged as part of the judgment or settlement;
- c. Punitive damages, exemplary damages or any damages which are a multiple of compensatory damages awarded against **YOU**, including double or treble damages. Punitive and exemplary damages are damages that may be imposed to punish a wrongdoer and to deter others from similar conduct.

However, **WE** will provide limited coverage to **YOU** to pay for punitive damages, exemplary damages or any damages which are a multiple of compensatory damages at a maximum Limit of Liability of:

\$25,000 Each **CLAIM**

\$25,000 Annual Aggregate

The Limit of Liability referenced above for Each **CLAIM** is the maximum limit **WE** will pay for all punitive damages, exemplary damages or any damages which are a multiple of compensatory damages arising out of each **CLAIM**. The Limit of Liability referenced above for Annual Aggregate is the maximum limit **WE** will pay for all punitive damages, exemplary damages or any damages which are a multiple of compensatory damages during each **POLICY PERIOD**.

Payment for these damages will only be made in conjunction with a **CLAIM** that is otherwise covered by this Coverage Part. Any payments made by **US** under this provision will be included within the applicable Limit of Liability and not in addition to the Coverage Part limits;

- d. Equitable relief, injunctive relief, declaratory relief or any other relief or recovery that is not seeking monetary judgment, award or settlement; or
- e. Any fees, costs or expenses, including but not limited to claimant/plaintiff attorney fees, related to equitable relief, injunctive relief, declaratory relief or any other relief or recovery that is not seeking a monetary judgment, award or settlement.

Definition 5. **DEDUCTIBLE** of the **PERSONNEL CONSULTANTS AND TEMPORARY HELP SERVICES PROFESSIONAL LIABILITY INSURANCE COVERAGE PART** and Definition 5. **DEDUCTIBLE** of the **EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE PART** are deleted in their entirety and are replaced by the following:

- 5. **DEDUCTIBLE**—means the amount the **NAMED INSURED** must pay for **DAMAGES**.

Paragraph 3. under “**OUR** liability is limited as follows” of the **LIMITS OF LIABILITY** section of the **PERSONNEL**

CONSULTANTS AND TEMPORARY HELP SERVICES PROFESSIONAL LIABILITY INSURANCE COVERAGE PART is deleted in its entirety and is replaced by the following:

- 3. **WE** will only be liable to pay **DAMAGES** subject to the Limits of Liability in excess of the **DEDUCTIBLE**, if any, shown in this Coverage Part. The **DEDUCTIBLE**, if any, for all **DAMAGES** in any **POLICY PERIOD** is the Each Claim amount stated on the Supplemental Declarations. The **NAMED INSURED** under the Coverage Part is liable for the payment of the **DEDUCTIBLE**, if any. In the event that **WE** expend funds for **DAMAGES** on **YOUR** behalf, the **NAMED INSURED** will reimburse **US** for such expenditures up to the amount of the **DEDUCTIBLE**, if any, shown on the Supplemental Declarations. Reimbursement of the **DEDUCTIBLE**, if any, will be due within sixty (60) days from the date **WE** bill the **NAMED INSURED**.

One or more **CLAIMS** based on or arising out of the same **WRONGFUL ACT** or a series of related **WRONGFUL ACTS** of one or more of **YOU** will be considered a single **CLAIM**. Only one **DEDUCTIBLE**, if any, will apply to such **CLAIM**.

Paragraphs 2. and 3. under “**OUR** liability is limited as follows” of the **LIMITS OF LIABILITY** section of the **EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE PART** are deleted in their entirety and are replaced by the following:

- 2. The Limit of Liability stated on the Supplemental Declarations as “Annual Aggregate” is subject to the above provision respecting each **CLAIM** and is the maximum limit of **OUR** liability for each **POLICY PERIOD**.
- 3. Subject to the Limits of Liability, **WE** will only be liable to pay **DAMAGES** in excess of the **DEDUCTIBLE** stated on the Supplemental Declarations for each and every **CLAIM**. The **NAMED INSURED** under the Coverage Part is liable for the payment of the **DEDUCTIBLE**. In the event that **WE** expend funds for **DAMAGES** on **YOUR** behalf, the **NAMED INSURED** will reimburse **US** for such expenditures up to the amount of the **DEDUCTIBLE** shown on the Supplemental Declarations. Reimbursement of the **DEDUCTIBLE** will be due within sixty (60) days from the date **WE** bill the **NAMED INSURED**.

The following is added to the **NOTIFICATION** and **INSURED'S DUTIES IN THE EVENT OF CLAIM OR SUIT** sections of the **PERSONNEL CONSULTANTS AND TEMPORARY HELP SERVICES PROFESSIONAL LIABILITY INSURANCE COVERAGE PART** and to the **NOTIFICATION** and **INSURED'S DUTIES IN THE EVENT OF CLAIM OR SUIT** sections of the **EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE PART**:

Notice of **CLAIM** given by or on behalf of any of **YOU** to any authorized agent of **OURS** with specific information to identify **YOU** is deemed notice of **CLAIM** to **US**.

Paragraphs 1., 3., 5. and 7. of the **EXTENDED REPORTING PERIOD** section of the **EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE PART** are deleted in their entirety and are replaced by the following:

1. **WE** will provide one or more Extended Reporting Periods, as described below, if:
 - a. this policy is canceled or not renewed for any reason; or
 - b. **WE** renew or replace this policy with insurance that:
 - (1) has a **RETROACTIVE DATE** later than the date shown in the Declarations of this policy; or
 - (2) does not apply to **EMPLOYMENT PRACTICES** on a claims-made basis.
3. In addition, the **NAMED INSURED** may purchase one of the Supplemental Extended Reporting Periods described below:
 - a. A twelve (12) month Supplemental Extended Reporting Period for seventy-five percent (75%) of the full annual premium of this Coverage Part; or
 - b. A thirty-six (36) month Supplemental Extended Reporting Period for two hundred percent (200%) of the full annual premium of this Coverage Part.
5. The right to purchase a Supplemental Extended Reporting Period will terminate unless:
 - a. **WE** receive a written request for a Supplemental Extended Reporting Period; and
 - b. The additional premium is paid within sixty (60) days of the end of the **POLICY PERIOD**.

WE will determine the additional premium in accordance with **OUR** rules and rates in effect at the inception date of the last policy period. The **NAMED INSURED'S** request must specify the length of the Supplemental Extended Reporting Period desired. Once in effect, Extended Reporting Periods may not be canceled.

7. The Aggregate Limit of Liability for the Supplemental Extended Reporting Period will be whichever of the following amounts is larger:
 - a. The limit remaining in the policy's Annual Aggregate Limit of Liability; or
 - b. Fifty percent (50%) of the policy's Annual Aggregate Limit of Liability at policy inception.

CLAIMS which are first made and reported during the Basic Extended Reporting Period or the Supplemental Extended Reporting Period, if it is in effect, will be deemed to have been made on the last day of the **POLICY PERIOD**.

The following is added to Condition 2. **SUBROGATION CLAUSE** of the **PERSONNEL CONSULTANTS AND TEMPORARY HELP SERVICES PROFESSIONAL LIABILITY INSURANCE COVERAGE PART** and Condition 2. **SUBROGATION CLAUSE** of the **EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE PART**:

WE will be entitled to **YOUR** rights of recovery only after **YOU** have been fully compensated for the loss or **DAMAGES** sustained.

The following Condition is added to the **CONDITIONS** section of the **EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE PART** and supersedes any provision to the contrary:

RIGHT TO CLAIM AND EMPLOYMENT PRACTICES INFORMATION.

WE will provide the **NAMED INSURED** the following information relating to this and any preceding Employment Practices Liability Insurance policy or Coverage Part **WE** have issued to the **NAMED INSURED** during the previous three years:

- a. A list or other record of each **EMPLOYMENT PRACTICE** not previously reported to any other insurer, of which **WE** were notified in accordance with the **NOTIFICATION** section of the Coverage Part. **WE** will include the date and brief description of the **EMPLOYMENT PRACTICE** if that information was in the notice received by **US**. **WE**

will also include any estimated reserves on reported **EMPLOYMENT PRACTICES**;

- b. A summary by **POLICY PERIOD**, of payments made and amounts reserved, stated separately under any applicable Annual Aggregate limit; and
- c. A description of closed **CLAIMS** and/or open **CLAIMS** including the date and description of **EMPLOYMENT PRACTICES**, amount of payment, if any, and an estimate of reserves, if any.

Amounts reserved are based on **OUR** judgment. They are subject to change and should not be regarded as ultimate settlement values.

If **WE** cancel or do not renew this insurance, loss information will be provided within fifteen (15) days after notice of cancellation or nonrenewal is issued. In

other circumstances, **WE** will provide this information only if **WE** receive a written request from the **NAMED INSURED** during the **POLICY PERIOD** or within sixty (60) days after the end of the **POLICY PERIOD**. In this case, **WE** will provide this information within thirty (30) days of receipt of the request.

WE compile **CLAIM** and **EMPLOYMENT PRACTICES** information for **OUR** own business purposes and exercise reasonable care in doing so. In providing this information to the **NAMED INSURED**, **WE** make no representations or warranties to **YOU**, insurers or others to whom this information is furnished by **YOU** or on **YOUR** behalf. Cancellation and nonrenewal will be effective even if **WE** inadvertently provide inaccurate information.

/

AUTHORIZED REPRESENTATIVE DATE

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ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES—ARKANSAS

Condition 1. **CANCELLATION** of the **COMMON POLICY CONDITIONS** section of the policy is deleted in its entirety and is replaced by the following:

1. CANCELLATION

- a. This policy may be canceled by the **NAMED INSURED** by surrendering the policy to **US** or any of **OUR** authorized agents or by mailing written notice to **US** stating when the cancellation is to be effective.
- b. If this policy has been in effect for sixty (60) days or less and is not a renewal, **WE** may cancel this policy for any reason by mailing or delivering written notice of cancellation to the **NAMED INSURED**.
- c. If this policy has been in effect for more than sixty (60) days, or this is a renewal or continuation of a policy issued by **US**, **WE** may cancel this policy only for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) Fraud or material misrepresentation by or with **YOUR** knowledge in obtaining the policy, continuing the policy or in presenting a **CLAIM** under the policy;
 - (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
 - (4) Violation of a local fire, health, safety, building or construction regulation or ordinance with respect to any insured property, or its occupancy which substantially

increases any hazard insured against under the policy; or

- (5) A material violation of material provisions of the policy.
- d. **WE** may cancel the policy by mailing or delivering written notice of cancellation to the **NAMED INSURED** at least:
 - (1) ten (10) days before the effective date of cancellation if **WE** cancel for nonpayment of premium; or
 - (2) sixty (60) days before the effective date of cancellation if **WE** cancel for any other reason.
- e. **WE** will mail or deliver written notice to the **NAMED INSURED** at the last mailing address known to **US**.
- f. Notice of cancellation will state the reason or reasons for cancellation and date and hour of cancellation specified in the notice will become the end of the **POLICY PERIOD**. Actual delivery of such notice by **US** shall be equivalent to mailing.
- g. If notice is mailed, proof of mailing will be sufficient proof of notice.
- h. (1) If this policy is canceled, **WE** will send the **NAMED INSURED** any premium refund due.
 (2) **WE** will refund the pro rata unearned premium if the policy is:
 - (a) canceled by **US** or at **OUR** request;

- (b) canceled but rewritten with **US** or in **OUR** group; or
 - (c) canceled after the first year of a pre-paid policy that was written for a term of more than one year.
- (3) If the policy is canceled at the request of the **NAMED INSURED**, other than a cancellation described in 1.h.(2)(b) or 1.h.(2)(c) above, **WE** will refund ninety percent (90%) of the pro rata unearned premium. However, the refund will be less than ninety percent (90%) of the pro rata unearned premium if the refund of such amount would reduce the premium retained by **US** to an amount less than the minimum premium for this policy.
- (4) Premium adjustment may be made either at the time cancellation is effected or as soon as practicable thereafter, but payment or tender of unearned premium is not a condition of cancellation.
- i. Notice of cancellation will only be sent to the **NAMED INSURED** and will serve as notice to all of **YOU**.

Condition 2. **NONRENEWAL** of the **COMMON POLICY CONDITIONS** section of the policy is deleted in its entirety and is replaced by the following:

2. NONRENEWAL.

- a. If **WE** decide not to renew this policy, **WE** will mail to the **NAMED INSURED** shown in the Declarations written notice of nonrenewal at least sixty (60) days before:
 - (1) its expiration date; or
 - (2) its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, **WE** are not required to send this notice if nonrenewal is due to **YOUR** failure to pay any premium required for renewal.
- b. **WE** will mail **OUR** notice to the **NAMED INSURED'S** mailing address last known to **US**. If notice is mailed, proof of mailing will be sufficient proof of notice.

The following Condition is added to the **COMMON POLICY CONDITIONS** section of the policy and supersedes any provision to the contrary:

RENEWAL.

- a. If **WE** decide to renew this policy and intend to increase the premium by an amount equal to or greater than twenty-five percent (25%) on any policy issued for a term of twelve (12) months or less, **WE** will mail or deliver written notice stating **OUR** intention to increase the premium at renewal.
- b. Any such notice will be mailed or delivered to the **NAMED INSURED'S** agent, if any, not less than sixty (60) days prior to the effective date of renewal, and to the **NAMED INSURED** not less than thirty (30) days prior to the effective date of renewal. Such notices will be mailed to the last addresses known to **US**.
- c. If notice is not mailed or delivered as stated in paragraph b. above, **WE** will extend the existing policy sixty (60) days from the date such notice is mailed or delivered. The premium for the policy as extended in such circumstances shall be no more than the pro rata premium of the existing policy.
- d. If notice is mailed, proof of mailing will be sufficient proof of notice.

Definition 4. **DAMAGES** of the **PERSONNEL CONSULTANTS AND TEMPORARY HELP SERVICES PROFESSIONAL LIABILITY INSURANCE COVERAGE PART** and Definition 4. **DAMAGES** of the **EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE PART** are deleted in their entirety and are replaced by the following:

- 4. **DAMAGES**—means a monetary judgment, award or settlement.

DAMAGES do not include:

- a. Civil or criminal fines, sanctions, restitution or penalties, whether pursuant to any civil or criminal law or statute;
- b. Amounts paid to **YOU** as fees, costs or expenses for services performed which are to be reimbursed or discharged as part of the judgment or settlement;
- c. Punitive damages, exemplary damages or any damages which are a multiple of compensatory damages awarded against **YOU**, including double or treble damages. Punitive and exemplary damages are damages that may be imposed to punish a wrongdoer and to deter others from similar conduct.

However, **WE** will provide limited coverage to **YOU** to pay for punitive damages, exemplary damages or any damages which are a multiple of compensatory damages at a maximum Limit of Liability of:

\$25,000 Each **CLAIM**

\$25,000 Annual Aggregate

The Limit of Liability referenced above for Each **CLAIM** is the maximum limit **WE** will pay for all punitive damages, exemplary damages or any damages which are a multiple of compensatory damages arising out of each **CLAIM**. The Limit of Liability referenced above for Annual Aggregate is the maximum limit **WE** will pay for all punitive damages, exemplary damages or any damages which are a multiple of compensatory damages during each **POLICY PERIOD**.

Payment for these damages will only be made in conjunction with a **CLAIM** that is otherwise covered by this Coverage Part. Any payments made by **US** under this provision will be included within the applicable Limit of Liability and not in addition to the Coverage Part limits;

- d. Equitable relief, injunctive relief, declaratory relief or any other relief or recovery that is not seeking monetary judgment, award or settlement; or
- e. Any fees, costs or expenses, including but not limited to claimant/plaintiff attorney fees, related to equitable relief, injunctive relief, declaratory relief or any other relief or recovery that is not seeking a monetary judgment, award or settlement.

Definition 5. **DEDUCTIBLE** of the **PERSONNEL CONSULTANTS AND TEMPORARY HELP SERVICES PROFESSIONAL LIABILITY INSURANCE COVERAGE PART** and Definition 5. **DEDUCTIBLE** of the **EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE PART** are deleted in their entirety and are replaced by the following:

5. **DEDUCTIBLE**—means the amount the **NAMED INSURED** must pay for **DAMAGES**.

Paragraphs 2. and 3. under “**OUR** liability is limited as follows” of the **LIMITS OF LIABILITY** section of the **PERSONNEL CONSULTANTS AND TEMPORARY HELP**

SERVICES PROFESSIONAL LIABILITY INSURANCE COVERAGE PART are deleted in their entirety and are replaced by the following:

2. The Limit of Liability stated on the Supplemental Declarations as “Annual Aggregate” is subject to the above provision respecting each **CLAIM** and is the maximum limit of **OUR** liability for each **POLICY PERIOD**.
3. **WE** will only be liable to pay **DAMAGES** subject to the Limits of Liability in excess of the **DEDUCTIBLE**, if any, shown in this Coverage Part. The **DEDUCTIBLE**, if any, for all **DAMAGES** in any **POLICY PERIOD** is the Each Claim amount stated on the Supplemental Declarations. The **NAMED INSURED** under the Coverage Part is liable for the payment of the **DEDUCTIBLE**, if any. In the event that **WE** expend funds for **DAMAGES** on **YOUR** behalf, the **NAMED INSURED** will reimburse **US** for such expenditures up to the amount of the **DEDUCTIBLE**, if any, shown on the Supplemental Declarations. Reimbursement of the **DEDUCTIBLE**, if any, will be due within sixty (60) days from the date **WE** bill the **NAMED INSURED**.

One or more **CLAIMS** based on or arising out of the same **WRONGFUL ACT** or a series of related **WRONGFUL ACTS** of one or more of **YOU** will be considered a single **CLAIM**. Only one **DEDUCTIBLE**, if any, will apply to such **CLAIM**.

Paragraphs 2. and 3. under “**OUR** liability is limited as follows” of the **LIMITS OF LIABILITY** section of the **EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE PART** are deleted in their entirety and are replaced by the following:

2. The Limit of Liability stated on the Supplemental Declarations as “Annual Aggregate” is subject to the above provision respecting each **CLAIM** and is the maximum limit of **OUR** liability for each **POLICY PERIOD**.
3. Subject to the Limits of Liability, **WE** will only be liable to pay **DAMAGES** in excess of the **DEDUCTIBLE** stated on the Supplemental Declarations for each and every **CLAIM**. The **NAMED INSURED** under the Coverage Part is liable for the payment of the **DEDUCTIBLE**. In the event that **WE** expend funds for **DAMAGES** on **YOUR** behalf, the **NAMED INSURED** will reimburse **US** for such expenditures up to the amount of the

DEDUCTIBLE shown on the Supplemental Declarations. Reimbursement of the **DEDUCTIBLE** will be due within sixty (60) days from the date **WE** bill the **NAMED INSURED**.

The following is added to the **NOTIFICATION** and **INSURED'S DUTIES IN THE EVENT OF CLAIM OR SUIT** sections of the **PERSONNEL CONSULTANTS AND TEMPORARY HELP SERVICES PROFESSIONAL LIABILITY INSURANCE COVERAGE PART** and to the **NOTIFICATION** and **INSURED'S DUTIES IN THE EVENT OF CLAIM OR SUIT** sections of the **EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE PART**:

Notice of **CLAIM** given by or on behalf of any of **YOU** to any authorized agent of **OURS** with specific information to identify **YOU** is deemed notice of **CLAIM** to **US**.

Paragraphs 1., 3., 5. and 7. of the **EXTENDED REPORTING PERIOD** section of the **PERSONNEL CONSULTANTS AND TEMPORARY HELP SERVICES PROFESSIONAL LIABILITY INSURANCE COVERAGE PART** are deleted in their entirety and are replaced by the following:

1. **WE** will provide one or more Extended Reporting Periods, as described below, if:
 - a. this policy is canceled or not renewed for any reason; or
 - b. **WE** renew or replace this policy with insurance that:
 - (1) has a **RETROACTIVE DATE** later than the date shown in the Declarations of this policy; or
 - (2) does not apply to **WRONGFUL ACTS** on a claims-made basis.
3. In addition, the **NAMED INSURED** may purchase one of the Supplemental Extended Reporting Periods described below:
 - a. A twelve (12) month Supplemental Extended Reporting Period for seventy-five percent (75%) of the full annual premium of this Coverage Part; or
 - b. A thirty-six (36) month Supplemental Extended Reporting Period for two hundred percent (200%) of the full annual premium of this Coverage Part.
5. The right to purchase a Supplemental Extended Reporting Period will terminate unless:

- a. **WE** receive a written request for a Supplemental Extended Reporting Period; and
- b. The additional premium is paid within sixty (60) days of the end of the **POLICY PERIOD**.

WE will determine the additional premium in accordance with **OUR** rules and rates in effect at the inception date of the last policy period. The **NAMED INSURED'S** request must specify the length of the Supplemental Extended Reporting Period desired. Once in effect, Extended Reporting Periods may not be canceled.

7. The Aggregate Limit of Liability for the Supplemental Extended Reporting Period will be whichever of the following amounts is larger:
 - a. The limit remaining in the policy's Annual Aggregate Limit of Liability; or
 - b. Fifty percent (50%) of the policy's Annual Aggregate Limit of Liability at policy inception.

CLAIMS which are first made and reported during the Basic Extended Reporting Period or the Supplemental Extended Reporting Period, if it is in effect, will be deemed to have been made on the last day of the **POLICY PERIOD**.

Paragraphs 1., 3., 5. and 7. of the **EXTENDED REPORTING PERIOD** section of the **EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE PART** are deleted in their entirety and are replaced by the following:

1. **WE** will provide one or more Extended Reporting Periods, as described below, if:
 - a. this policy is canceled or not renewed for any reason; or
 - b. **WE** renew or replace this policy with insurance that:
 - (1) has a **RETROACTIVE DATE** later than the date shown in the Declarations of this policy; or
 - (2) does not apply to **EMPLOYMENT PRACTICES** on a claims-made basis.
3. In addition, the **NAMED INSURED** may purchase one of the Supplemental Extended Reporting Periods described below:
 - a. A twelve (12) month Supplemental Extended Reporting Period for seventy-five percent (75%) of the full annual premium of this Coverage Part; or

- b. A thirty-six (36) month Supplemental Extended Reporting Period for two hundred percent (200%) of the full annual premium of this Coverage Part.
5. The right to purchase a Supplemental Extended Reporting Period will terminate unless:
- a. **WE** receive a written request for a Supplemental Extended Reporting Period; and
 - b. The additional premium is paid within sixty (60) days of the end of the **POLICY PERIOD**.

WE will determine the additional premium in accordance with **OUR** rules and rates in effect at the inception date of the last policy period. The **NAMED INSURED'S** request must specify the length of the Supplemental Extended Reporting Period desired. Once in effect, Extended Reporting Periods may not be canceled.

7. The Aggregate Limit of Liability for the Supplemental Extended Reporting Period will be whichever of the following amounts is larger:
- a. The limit remaining in the policy's Annual Aggregate Limit of Liability; or
 - b. Fifty percent (50%) of the policy's Annual Aggregate Limit of Liability at policy inception.

CLAIMS which are first made and reported during the Basic Extended Reporting Period or the Supplemental Extended Reporting Period, if it is in effect, will be deemed to have been made on the last day of the **POLICY PERIOD**.

The following is added to Condition 2. **SUBROGATION CLAUSE** of the **PERSONNEL CONSULTANTS AND TEMPORARY HELP SERVICES PROFESSIONAL LIABILITY INSURANCE COVERAGE PART** and Condition 2. **SUBROGATION CLAUSE** of the **EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE PART**:

WE will be entitled to **YOUR** rights of recovery only after **YOU** have been fully compensated for the loss or **DAMAGES** sustained.

The following Condition is added to the **CONDITIONS** section of the **PERSONNEL CONSULTANTS AND TEMPORARY HELP SERVICES PROFESSIONAL LIABILITY INSURANCE COVERAGE PART** and supersedes any provision to the contrary:

RIGHT TO CLAIM AND WRONGFUL ACT INFORMATION.

WE will provide the **NAMED INSURED** the following information relating to this and any preceding Professional Liability Insurance policy or Coverage Part **WE** have issued to the **NAMED INSURED** during the previous three (3) years:

- a. A list or other record of each **WRONGFUL ACT** not previously reported to any other insurer, of which **WE** were notified in accordance with the **NOTIFICATION** section of the Coverage Part. **WE** will include the date and brief description of the **WRONGFUL ACT** if that information was in the notice received by **US**. **WE** will also include any estimated reserves on reported **WRONGFUL ACTS**;
- b. A summary by **POLICY PERIOD**, of payments made and amounts reserved, stated separately under any applicable Annual Aggregate limit; and
- c. A description of closed **CLAIMS** and/or open **CLAIMS** including the date and description of **WRONGFUL ACTS**, amount of payment, if any, and an estimate of reserves, if any.

Amounts reserved are based on **OUR** judgment. They are subject to change and should not be regarded as ultimate settlement values.

If **WE** cancel or do not renew this insurance, loss information will be provided within fifteen (15) days after notice of cancellation or nonrenewal is issued. In other circumstances, **WE** will provide this information only if **WE** receive a written request from the **NAMED INSURED** during the **POLICY PERIOD** or within sixty (60) days after the end of the **POLICY PERIOD**. In this case, **WE** will provide this information within thirty (30) days of receipt of the request.

WE compile **CLAIM** and **WRONGFUL ACTS** information for **OUR** own business purposes and exercise reasonable care in doing so. In providing this information to the **NAMED INSURED**, **WE** make no representations or warranties to **YOU**, insurers or others to whom this information is furnished by **YOU** or on **YOUR** behalf. Cancellation and nonrenewal will be effective even if **WE** inadvertently provide inaccurate information.

The following Condition is added to the **CONDITIONS** section of the **EMPLOYMENT PRACTICES LIABILITY INSURANCE COVERAGE PART** and supersedes any provision to the contrary:

RIGHT TO CLAIM AND EMPLOYMENT PRACTICES INFORMATION.

WE will provide the **NAMED INSURED** the following information relating to this and any preceding Employment Practices Liability Insurance policy or Coverage Part **WE** have issued to the **NAMED INSURED** during the previous three (3) years:

- a. A list or other record of each **EMPLOYMENT PRACTICE** not previously reported to any other insurer, of which **WE** were notified in accordance with the **NOTIFICATION** section of the Coverage Part. **WE** will include the date and brief description of the **EMPLOYMENT PRACTICE** if that information was in the notice received by **US**. **WE** will also include any estimated reserves on reported **EMPLOYMENT PRACTICES**;
- b. A summary by **POLICY PERIOD**, of payments made and amounts reserved, stated separately under any applicable Annual Aggregate limit; and
- c. A description of closed **CLAIMS** and/or open **CLAIMS** including the date and description of **EMPLOYMENT PRACTICES**, amount of payment, if any, and an estimate of reserves, if any.

Amounts reserved are based on **OUR** judgment. They are subject to change and should not be regarded as ultimate settlement values.

If **WE** cancel or do not renew this insurance, loss information will be provided within fifteen (15) days after notice of cancellation or nonrenewal is issued. In other circumstances, **WE** will provide this information only if **WE** receive a written request from the **NAMED INSURED** during the **POLICY PERIOD** or within sixty (60) days after the end of the **POLICY PERIOD**. In this case, **WE** will provide this information within thirty (30) days of receipt of the request.

WE compile **CLAIM** and **EMPLOYMENT PRACTICES** information for **OUR** own business purposes and exercise reasonable care in doing so. In providing this information to the **NAMED INSURED**, **WE** make no representations or warranties to **YOU**, insurers or others to whom this information is furnished by **YOU** or on **YOUR** behalf. Cancellation and nonrenewal will be effective even if **WE** inadvertently provide inaccurate information.

AUTHORIZED REPRESENTATIVE

DATE

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Rate Information

Rate data does NOT apply to filing.

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document- Property & Casualty	Review Status: Approved	07-11-2007
Comments:		
Attachment: TH AR3787nccpctd.pdf		
Satisfied -Name: Cover Letter	Review Status: Approved	07-11-2007
Comments:		
Attachment: TH AR3787NCFcvrltr.pdf		
Satisfied -Name: Arkansas Forms List	Review Status: Approved	07-11-2007
Comments:		
Attachment: AR CGL FORMS LIST.pdf		
Satisfied -Name: Arkansas Certificate of Compliance	Review Status: Approved	07-11-2007
Comments:		
Attachment: TH AR3787ncfcertofcomp.pdf		

Property & Casualty Transmittal Document (Revised 1/1/05)

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: f. State Filing #: g. SERFF Filing #:
-------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

3. Group Name	Group NAIC #
Nationwide	140

4. Company Name(s)	Domicile	NAIC #	FEIN #
National Casualty Company	WI	11991	38-0865250

5. Company Tracking Number	TH AR03787NCF01
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Kristin Abbott PO Box 4110 Scottsdale, AZ 85261-4110	Filings Analyst I	800 423-7675 x3140	480-368-5820	abbottk@scottsdaleins.com
7.	Signature of authorized filer		<i>Kristin Abbott</i>		
8.	Please print name of authorized filer		Kristin Abbott		

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	17.0 Other Liability
10. Sub-Type of Insurance (Sub-TOI)	None
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	17.0022
12. Company Program Title (Marketing title)	Personnel Consultants & Temporary Help Scvs Program
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: Upon Approval Renewal: Upon Approval
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	None
17. Reference Organization # & Title	None
18. Company's Date of Filing	July 9, 2007
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	TH AR03787NCF01
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21.	Filing Description [This area should be similar to the body of a cover letter and is free-form text]
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National Casualty Company is submitting new forms for use with our Personnel Consultants and Temporary Help Services, A Risk Purchasing Group program. We request an effective date concurrent with your approval.

Please find attached several new forms to provide coverage for general liability to our program. Attached is a forms list for your convenience in reviewing.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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Check #: 0011584229
Amount: \$50.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

N A T I O N A L C A S U A L T Y C O M P A N Y

8877 North Gainey Center Drive
Scottsdale, Arizona 85258

Reply to:

Post Office Box 4110
Scottsdale, AZ 85261-4110

Telephone

800 423-7675 x3140

July 9, 2007

The Honorable Julia Benafield Bowman
Commissioner
Arkansas Department of Insurance
1200 W. Third Street
Little Rock AR 77201-1904

Re: National Casualty Company
NAIC # 140-11991
FEIN # 38-0865250
Personnel Consultants & Temporary Help Services, A Risk Purchasing Group Program
A Risk Purchasing Group for Professional Liability Assurance Society, Inc. (PLASI)
Form Filing
Company File Number: TH AR03787NCF01

Dear Commissioner Bowman:

National Casualty Company is submitting new forms for use with our Personnel Consultants and Temporary Help Services, A Risk Purchasing Group program. We request an effective date concurrent with your approval.

Please find attached several new forms to provide coverage for general liability to our program. Attached is a forms list for your convenience in reviewing.

We hope you will be in a position to grant favorable consideration to this filing submission, however, should you need further information, please feel free to contact me on the toll free number or e-mail address listed below.

Sincerely,



Kristin Abbott
State Filings Analyst I
abbottk@scottsdaleins.com
(800) 423-7675 x3140
Encl.

NATIONAL CASUALTY COMPANY

PERSONNEL CONSULTANTS AND TEMPORARY HELP SERVICES

ARKANSAS CGL FORMS LIST

Only written in conjunction with Professional Liability Coverage Part

TH-P-5	(07-06)	CGL Coverage Form
*TH-D-6-AR	(11-06)	CGL Coverage Part Supplemental Declarations
TH-D-7	(07-06)	Common Policy Declarations
*TH-COM-2	(07-06)	Common Conditions
*TH-COND	(07-06)	Additional Conditions
TH-124s	(07-06)	Non-Stacking of Limits Endt
TH-125s	(07-06)	Additional Insured Endt
TH-127s	(07-06)	Additional Insured Endt (Owners or Other Interests From Whom Premises Have Been Leased)
TH-129s	(07-06)	Designated Operations Exclusion Endt
TH-130s	(07-06)	Specific Client Limit of Liability Change Endt
TH-131s	(07-06)	Specific Persons or Entity Exclusion Endt
TH-133s	(07-06)	Waiver of Transfer of Rights of Recovery Against Others To Us Endt
*TH-134s	(07-06)	Nuclear Energy Liability Exclusion Endt (Broad Form)
TH-135s-AR	(11-06)	Employee Benefits Liability Coverage (Claims Made)
TH-136s	(07-06)	Supplemental Extended Reporting Period Endt (applies to Employee Benefits Liability Coverage only)
TH-138s	(07-06)	Temporary Help Services – Care, Custody or Control Limit of Insurance Endt
TH-142s	(09-06)	Hired and Nonowned Auto Liability Including Volunteer Workers Endt
*TH-152s-AR	(11-06)	Changes - Arkansas
*NOTN0007AR	(02-00)	Important Information for Arkansas Policyholders
NOTN0248AR	(11-06)	Notice To The Insured – Arkansas (Claims Made – use with TH-135s-AR only)

Form applies to Prof Liab Coverage Part only when CGL Coverage Part is written:

*TH-140s (07-06) Personal Injury Exclusion Endt

Forms apply to CGL but have previously been filed and approved for Personnel Consultants Program:

*TH-26s-AR (03-04) Changes – Arkansas (Occurrence Prof & CGL / CM EPL)

or;

*TH-94S-AR (08-05) Changes – Arkansas (Occurrence CGL / CM Prof & EPL)

***MANDATORY FORMS**

