



ISO has provided the explanations below of their upcoming coverage form changes for 2013.

Section I - Coverage Form Changes

*** Revision To Liquor Liability Exclusion**

We are revising the Liquor Liability exclusion in various GL coverage forms to address "Bring Your Own" establishments (BYO) as well as certain court decisions with respect to claims of negligence by an insured (anti-indemnification statutes).

Explanation of Changes

In response to court decisions related to claims of negligence by an insured, we are revising the Liquor Liability exclusion in the various GL coverage forms to explicitly state that the Liquor Liability exclusion applies even if the claims against any insured allege the negligence or other wrongdoing in:

- the supervision, hiring, employment, training or monitoring of others; or
- providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described in Paragraph (1), (2) or (3) of the exclusion.

In addition, the exclusion is being revised to provide that for the purposes of the exclusion permitting a person to bring alcoholic beverages for consumption on an insured's premises (e.g. a BYO), whether or not a fee is charged or a license is required for such activity, is not by itself, considered the business of selling, serving or furnishing alcoholic beverages.

Two new classifications for BYOB establishments:

Code 16905-With Table Service

Code 16906 – Without Table Service

Premium Basis - Sales

Assessment: Major Change

*** Exclusions – Aircraft, Auto Or Watercraft**

We are making an editorial revision to an exception of the Aircraft, Auto Or Watercraft exclusion in various General Liability coverage forms and various endorsements.

Explanation of Changes

We are taking this opportunity to delete reference to "in the state", as our program is available in jurisdictions which are not states, such as DC, Puerto Rico, Guam, etc.

Assessment: Minor Change

***Exclusions – Electronic Data**

We are revising the Electronic Data Exclusion in various General Liability coverage forms to introduce an exception for damages because of bodily injury.

Explanation of Changes

We are introducing an exception to the Electronic Data Exclusion to provide that the exclusion does not apply to liability for damages because of bodily injury.

The exclusion is being revised as follows:

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. However, this exclusion does not apply to liability for damages because of "bodily injury".

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.

The exception to Bodily Injury carries over to endorsement CG 04 37 – Electronic Data

Assessment :

*** Exclusions – Recording And Distribution Of Material Or Information In Violation Of Law**

We are incorporating the Recording And Distribution Of Material Or Information

In Violation Of Law Exclusion from endorsement CG 00 68 into the CGL coverage forms.

Explanation of Changes

We are taking this opportunity to:

- ◆ Withdraw mandatory endorsement CG 00 68; and
- ◆ Incorporate the Recording And Distribution Of Material Or Information In Violation Of Law Exclusion from CG 00 68 into the applicable Coverage A and Coverage B exclusions in the CGL coverage forms.

Assessment: No Change (exclusion is included in CGL coverage form)

*** Exclusions – Material Published With Knowledge Of Falsity and Material Published Prior To Policy Period**

We are revising the Material Published With Knowledge Of Falsity and Material Published Prior To Policy Period exclusions for consistency with the definition of personal and advertising injury.

Explanation of Changes

We are revising the Material Published With Knowledge Of Falsity and Material Published Prior To Policy Period exclusions, applicable to Coverage B, for consistency with the definition of personal and advertising injury in the CGL coverage forms, primarily to include either Internet and electronic publications.

b. Material Published With Knowledge Of Falsity

Personal and advertising injury" arising out of oral or written publication, in any manner, 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, in any manner, of material whose first publication took place before the beginning of the policy period.

Assessment: Minor Change (since already included in the policy definition of personal and advertising injury)

*** Conditions – Other Insurance**

We are revising the Other Insurance Condition in the CGL coverage forms and various endorsements.

Explanation of Changes

Currently, Paragraph b.(1)(b) of the Other Insurance Condition in the CGL provides that the insurance provided under the CGL is excess over:

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*.

We are revising Paragraph b.(1)(b) of the Other Insurance Condition in the CGL coverage forms to delete the phrase "by attachment of an endorsement". We are also revising Supplemental Extended Reporting Period Endorsement CG 27 10 and Supplemental Extended Reporting Period Endorsement For Specific Accidents, Products, Work Or Locations With Amendment Of Other Insurance Condition endorsement CG 27 11 which revise the Other Insurance Condition to reflect this change.

Insurance provided to a named insured will be excess over any other primary insurance that named insured has been added to as an additional insured, whether by endorsement or any other means.

Assessment: Minor Change (Improvement)

*** Definitions – Auto and Mobile Equipment**

We are making an editorial revision to the definitions of auto and mobile equipment in various General Liability coverage forms and various endorsements.

Explanation of Changes

We are taking this opportunity to delete reference to "in the state" as our program is available in jurisdictions which are not states, such as Puerto Rico, Guam, etc.

Assessment: Minor Change (Clarification)

*** Revision To Liquor Liability Coverage Forms CG 00 33 and CG 00 34**

We are revising Section II – Who Is An Insured of the Liquor Liability coverage forms to include trusts as Named Insureds.

Explanation of Changes

We are revising Section II – Who Is An Insured to include trusts as Named Insureds. Also, trustees have been automatically included as insureds, with respect to their duties as trustees, when a trust is designated as the Named Insured in the policy Declarations. Specifically, we added new Paragraph 1.e. to Section II – Who Is An Insured, which states:

1. If you are designated in the Declarations as:...

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

Assessment: Minor Change (Already done on other forms, but missed on this form)

***Revision To Railroad Protective Liability Coverage Form CG 00 35**

We are revising the pollution exclusion in the Railroad Protective Liability Coverage Form to expressly address, in an exception to the exclusion, bodily injury or property damage arising out of fuels or lubricants for equipment used at the job location.

Explanation of Changes

We are revising the pollution exclusion to expand the exception to the exclusion with respect to bodily injury and property damage arising out of fuel or lubricants for equipment used at the job location, not just when they escape from such equipment. The exclusion is being revised as follows:

(a) "Bodily injury" or "property damage" arising out of fuels or lubricants for equipment used at the "job location".

Assessment: Minor Change

*** Revisions To The Pollution Liability Coverage Forms CG 00 39 and CG 00 40**

We are revising the Aircraft, Auto, Rolling Stock Or Watercraft exclusion in the Pollution Liability coverage forms to address claims for negligence in the supervision,

hiring, employment, training or monitoring of others when such claims involve injury or damage arising out of automobile use.

Explanation of Changes

Revision #1

◆ We are incorporating the changes made in multistate filing GL-2000-OMF00 regarding negligent supervision into the Pollution Liability coverage forms. Specifically, we are adding the following paragraph to the Aircraft, Auto, Rolling Stock Or Watercraft exclusion:

k. Aircraft, Auto, Rolling Stock Or Watercraft

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 "pollution incident" which caused the "bodily injury", "property damage" or "environmental damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto", rolling stock or watercraft that is owned or operated by or rented or loaned to any insured.

This is a clarification of coverage intent.

Revision #2

◆ We are incorporating the changes made in multistate filing GL-2003-OFR03 to the mobile equipment exception to the Aircraft, Auto, Rolling Stock Or Watercraft exclusion, as appropriate. (Paragraph (2)(a) is being incorporated only in CG 00 39 as the provision is already reflected in CG 00 40. Paragraph (2)(b) is reflected in both CG 00 39 and CG 00 40.)

(2) "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 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".

A land vehicle which is subject to compulsory or financial responsibility laws or other motor vehicles insurance laws will not be covered for its over-the-road exposures under the Pollution Liability coverage forms.

Assessment: Minor Change (Clarification in this form already in other forms)

*** Revision To Electronic Data Liability Coverage Form CG 00 65**

We are revising the exclusions section of the Electronic Data Liability Coverage Form.

Explanation of Changes

We are taking this opportunity to revise exclusion **g. Infringement Of Intellectual Property Rights** of the Electronic Data Liability Coverage Form CG 00 65 to delete the revision that was added under filing GL-2006-OCTFR. The Electronic Data Liability Coverage Form generally provides coverage against damages because of loss of electronic data that is caused by an electronic data incident. The exception added to exclusion **g.** has no application to the coverage provided by the Electronic Data Liability Coverage Form. The revision to exclusion **g.** will read as follows:

g. Infringement Of Intellectual Property Rights

"Loss of electronic data" arising out of or resulting from the actual or alleged infringement of trademark, copyright, patent, trade secret or other intellectual property rights.

Assessment: Minor Change

Section II - Multistate Endorsements

*** Revision To CG 04 36 Limited Product Withdrawal Expense Endorsement**

Background

Limited Product Withdrawal Expense Endorsement CG 04 36 generally provides reimbursement for certain expenses incurred because of a product withdrawal with respect to a recall or tampering. The endorsement does not provide liability coverage or coverage for the cost or expense of defending any suit brought against the insured. It is available for use with the Commercial General Liability Coverage Part and the Products/Completed Operations Coverage Part.

Paragraph B.3.a. of the endorsement provides, in part, that the insurer may pay all or part of any deductible amount to effect settlement of any claim or suit.

Paragraph B.3.b. of the endorsement makes reference to the Participation Percentage indicated in the Declarations. This provision also provides that the insured will bear the cost of its participation in the loss and will not obtain other insurance to cover the cost of their participation.

Explanation of Changes

We are deleting the reference to "to effect settlement of any claim or 'suit'" in Paragraph B.3.a. since the Insuring Agreement of the endorsement addresses coverage for product withdrawal expense, not claims or suits. In addition, we are revising Paragraph B.3.b. to reinforce that the Participation Percentage is indicated in the Schedule of the endorsement, rather than the Declarations. We are also revising the reference to the "loss" to explicitly refer to each "product withdrawal". Lastly, we are making minor editorial revisions to the endorsement to remove the heading Limits Of Insurance from the Schedule and to conform to ISO Uniformity Standards.

Assessment: Minor Change

*** Revision To CG 04 37 Electronic Data Liability Endorsement**

We are revising the Electronic Data exclusion in Electronic Data Liability endorsement CG 04 37 for consistency with the Electronic Data Exclusion in General Liability coverage forms.

Explanation of Changes

We are revising the exclusion in Electronic Data Liability endorsement CG 04 37 for consistency with the change to the Electronic Data Exclusion in the CGL coverage form.

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" that does not result from physical injury to tangible property. However, this exclusion does not apply to liability for damages because of "bodily injury".

Assessment:

*** Introduction Of Primary And Noncontributory – Other Insurance Condition Endorsement CG 20 01**

We are introducing an optional endorsement applicable to the CGL coverage forms, which will generally reflect that coverage made available to an additional insured is provided on a "primary and noncontributory" basis.

Explanation of Changes

We are introducing optional Primary and Noncontributory – Other Insurance Condition Endorsement CG 20 01 which revises the Other Insurance Condition to indicate that coverage is provided to an additional insured on a primary and noncontributory basis, provided that:

- ◆ the additional insured is a named insured on other insurance available to them; and
- ◆ a written contract or agreement has been entered into by the insured stating that the insured's policy will be primary and would not seek contribution from any other insurance available to the additional insured.

Assessment: Minor Change (Clarification of intent)

*** Revisions To Various Additional Insured Endorsements**

Background

Various ISO multistate additional insured endorsements generally provide an additional insured with certain liability coverage, including coverage with respect to vicarious liability or contributory negligence. Over the past few years, several states have enacted laws ("anti-indemnification laws") that, with varying exceptions, prohibit provisions in construction contracts which require a party to indemnify another party against liability for such other party's *own* negligence or fault. In some of these states, in addition to prohibiting such a requirement in a construction contract, providing the additional insured coverage for a party's own negligence may also be prohibited.

*** Explanation of Changes**

We are revising various additional insured endorsements to:

- ◆ Add language, in response to the growing amount of states enacting "anti-indemnification laws", to provide that the insurance afforded to an additional insured only applies to the extent permitted by law;

◆ Provide that if coverage provided to the additional insured is required by contract or agreement, the insurance afforded to the additional insured will not be broader than that which the named insured is required by the contract or agreement to provide for the additional insured; and

◆ Provide that if coverage provided to the additional insured is required by contract or agreement, the most the insurer will pay on behalf of the additional insured is the amount of insurance required by the contract or agreement or the amount of insurance available under the applicable Limits of Insurance shown in the Declarations, whichever is less. The provision also provides that the endorsement will not increase the applicable Limits of Insurance shown in the Declarations.

Assessment: Major Change

*** Revision To CG 20 08 Additional Insured – Users Of Golfmobiles Endorsement**

We are introducing a definition of golfmobiles in Additional Insured – Users Of Golfmobiles endorsement CG 20 08.

Explanation of Changes

We are revising Additional Insured – User Of Golfmobiles endorsement CG 20 08 to include the following definition of golfmobile:

B. For the purposes of this endorsement, golfmobile means a motorized conveyance that is:

1. Designed to carry up to four persons on a golf course for the purpose of playing golf; and
2. Not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground.

Assessment: Minor Change (Improvement)

*** Introduction Of Additional Insured – Owners, Lessees Or Contractors – Automatic Status For Other Parties When Required In Written Construction Agreement CG 20 38**

We are introducing optional endorsement **CG 20 38**, Additional Insured – Owners, Lessees Or Contractors – Automatic Status For Other Parties When Required In Written Construction Agreement for use with the Commercial General Liability Coverage Part.

Explanation of Changes

To provide insurers with an additional underwriting tool, we are introducing Additional Insured – Owners, Lessees Or Contractors – Automatic Status For Other Parties When Required In Written Construction Agreement endorsement **CG 20 38**. This new blanket endorsement generally provides additional insured status to those parties whom the named insured is obligated in writing in a contract or agreement to name as an additional insured under their policy, usually “upstream” parties, for example, the general contractor and the project owner.

Assessment: Major Change

*** Revision To Amendment Of Liquor Liability Exclusion Endorsements**

We are revising the Amendment Of Liquor Liability Exclusion endorsements CG 21 50 and CG 21 51, applicable to the Commercial General Liability Coverage Part, and CG 29 52 and CG 29 53, applicable to the Products/Completed Operations Coverage Part in conjunction with the Liquor Liability exclusion revisions noted in Section I of this filing.

Explanation of Changes

Change #1

The liquor liability exclusions in Endorsements CG 21 50, CG 21 51, CG 29 52 and CG 29 53 are being revised to indicate that the exclusion will apply if one of the reasons for which any insured may be held liable for bodily injury or property damage is causing or contributing to the intoxication of any person, which includes causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises, for consumption on your premises.

Change #2

To provide for consistency with revisions being made to the Liquor Liability exclusion in the various GL coverage forms, we are revising the Liquor Liability exclusions found in endorsements CG 21 50, CG 21 51, CG 29 52 and CG 29 53 to explicitly state that the Liquor Liability exclusion applies even if the claims against any insured allege the negligence or other wrongdoing in the:

- supervision, hiring, employment, training or monitoring of others; or
- providing or failing to provide transportation with respect to any person that may be under the influence of alcohol

if the occurrence which caused the bodily injury or property damage involved that which is described in Paragraph (1), (2) or (3) of the exclusion.

Change #3

Endorsements CG 21 50, CG 21 51, CG 29 52 and CG 29 53 are being revised to indicate that the liquor liability exclusion **will apply** if an insured permits any person to bring any alcoholic beverages on the named insured's premises, for consumption on the named insured's premises.

Assessment: Major Change

*** Introduction Of Total Pollution Exclusion For Designated Products Or Work Endorsement CG 21 99**

We are introducing optional endorsement CG 21 99, Total Pollution Exclusion For Designated Products Or Work for use with the Products/Completed Operations Liability Coverage Part.

Explanation of Changes

We are providing an additional underwriting tool for insurers through the introduction of new optional endorsement CG 21 99, Total Pollution Exclusion For Designated Products Or Work, for use with the Products/Completed Operations Coverage Part. This endorsement is similar to CG 21 98, however it generally limits the applicability of the related pollution exclusion in endorsement CG 21 99 to the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time which arises out of the specific product or work described in the schedule of the endorsement.

Assessment: Depends – this endorsement designates a specific product or described work. CG 21 98 does not limit to a specific product or described work.

*** Various Professional Services Exclusion Endorsements Revised**

Background

Currently, professional services for various risks can be specifically excluded under the ISO Commercial General Liability Program by way of endorsing the policy.

In *Liberty Life Ins. Co. v. Travelers Indem. Co. Of Illinois*, 181 F.3d 88 (4th Cir. 1999) (unpublished opinion), the United States Court of Appeals for the Fourth Circuit considered whether a negligent supervision claim was covered even though the act of the person being supervised was found to be excluded. The underlying suit, in part, sought damages from Liberty Life based upon its alleged negligence in the hiring, supervising and retaining of an employee. The court held that the exclusions in the insurer's policy,

which barred coverage for the claim against the employee, did not apply to Liberty Life in its oversight role as the agent's principal.

In the 2001 update to the Commercial General Liability Program, we introduced language to the Aircraft, Auto Or Watercraft Exclusion to expressly address claims alleging negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an 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.

Explanation of Changes

To reinforce the Professional Services exclusion in various General Liability endorsements, we are enhancing the exclusion to expressly address, in part, claims alleging negligence or other wrongdoing in the hiring, employment, training, supervision or monitoring of others by any insured.

In addition, we are revising Endorsement CG 22 32 Exclusion – Professional Services – Blood Banks to make minor changes that provide for consistency of wording with the coverage afforded under PR 00 07 09 08 Blood Banks Professional Liability Coverage form.

Assessment: Major Change (Reinforcement of coverage intent)

*** Revisions To CG 22 50 Exclusion – Failure To Supply Endorsement**

Background

In rules filing GL-2010-OCT10, we introduced several classifications, including classifications to address Biofuels Distributor risks. The classifications instruct, in part, that Exclusion – Failure To Supply Endorsement **CG 22 50** should be attached to policies issued to Biofuels Distributor risks. Endorsement **CG 22 50** generally excludes coverage with respect to bodily injury and property damage arising out of the failure of any insured to adequately supply gas, oil, water, electricity or steam.

Explanation of Changes

We are revising Exclusion – Failure To Supply Endorsement **CG 22 50** to expressly state that the exclusion also applies to the failure of any insured to adequately supply biofuel.

Assessment: Minor Change (Clarification)

*** Pesticide Or Herbicide Applicator Coverage Endorsements CG 22 64 And CG 28 12, And Lawn Care Services Coverage Endorsement CG 22 93 Titles Revised**

Explanation of Changes

We are revising the titles of endorsements CG 22 64, CG 22 93 and CG 28 12 to better reflect the coverage provided by the endorsements. We are revising the titles of CG 22 64 and CG 28 12 Pesticide Or Herbicide Applicator Coverage to Pesticide Or Herbicide Applicator – *Limited Pollution* Coverage. We are revising the title of CG 22 93 Lawn Care Services Coverage to Lawn Care Services – *Limited Pollution* Coverage.

Assessment: Minor Change (Title change only)

*** Revision To CG 22 69 Druggists Endorsement**

Background

Currently, ISO's Druggists endorsement CG 22 69 provides coverage with respect to bodily injury or property damage arising out of the professional health care services of a pharmacist. This endorsement, in part, excludes bodily injury or property damage arising out of certain specified services performed by any insured, including administering vaccinations.

Explanation of Changes

We are revising Druggists endorsement CG 22 69 to include an exception to the above referenced exclusion with respect to the administering of vaccinations in accordance with any applicable state or federal law.

Assessment: Minor Change (Now includes vaccinations)

*** Revision To CG 22 70 Real Estate Property Managed Endorsement**

Background

Real Estate Property Managed Endorsement CG 22 70 provides, in part, that with respect to liability arising out of the named insured's management of property for which the named insured is a real estate manager, the insurance provided is excess over any other valid and collectible insurance.

Explanation of Changes

We are revising Real Estate Property Managed Endorsement CG 22 70 to reinforce that the insurance provided is excess over any other insurance available, whether such insurance is primary or excess.

Assessment: Minor Change (Reinforcement of intent of coverage)

*** Revisions To CG 22 71 Colleges Or Schools (Limited Form) Endorsement And CG 22 72 Colleges Or Schools Endorsement**

Background

Colleges Or Schools (Limited Form) Endorsement CG 22 71 and Colleges Or Schools Endorsement CG 22 72 amend, in part, Exclusion g. Aircraft, Auto Or Watercraft with respect to the transportation of students. The endorsements provide that the insurance does not apply to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading or entrustment to others of any aircraft, auto or watercraft that is owned, operated or hired by any insured.

Explanation of Changes

We are making an editorial change to Colleges Or Schools (Limited Form) Endorsement CG 22 71 and Colleges Or Schools Endorsement CG 22 72. We have revised the second paragraph of Exclusion g. for greater consistency with the first paragraph of the exclusion in the endorsement and with the wording of the Aircraft, Auto Or Watercraft exclusion in the Commercial General Liability Coverage Form.

Assessment: Minor Change (For consistency with CGL coverage form)

*** Introduction Of Liquor Liability – Bring Your Own Alcohol Establishments Endorsement CG 24 06**

We are introducing optional endorsement Liquor Liability – Bring Your Own Alcohol Establishments CG 24 06 for use with Liquor Liability Coverage Form.

Background

Currently, the Insuring Agreement of the Liquor Liability Coverage Form provides liability coverage to the insured who is legally obligated to pay damages because of injury if liability for such injury is imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage.

We are revising endorsements CG 21 50 and CG 21 51 in Section II of this filing to indicate that the liquor liability exclusion in the CGL **will apply** if an insured permits any person to bring alcoholic beverages for consumption on the insured's premises, whether or not a fee is charged for such activity or a license is required.

Explanation of Changes

To complement the introduction of revised optional endorsements CG 21 50 and CG 21 51 to exclude BYO establishments under the CGL, we are introducing endorsement CG 24 06 Liquor Liability – Bring Your Own Alcohol Establishments which amends the Insuring Agreement of the Liquor Liability Coverage Form to extend liquor liability coverage to insureds who permit any person to bring any alcoholic beverage on their premises, for consumption on the premises, whether or not a fee is charged for such activity.

Assessment: Major Change

*** Introduction Of Amendment Of Personal And Advertising Injury Definition Endorsement CG 24 13**

We are introducing optional Amendment of Personal and Advertising Injury Definition endorsement CG 24 13 for use with the Commercial General Liability Coverage Part.

Explanation of Changes

This endorsement relates to privacy, by creating a way to remove coverage for privacy-related claims. To provide insurers with an additional underwriting tool, we are introducing Amendment of Personal and Advertising Injury Definition endorsement CG 24 13. This new endorsement deletes the following offense from the definition of personal and advertising injury but only with respect to the use of the term as it applies under Coverage B Personal and Advertising Injury Liability:

- e. Oral or written publication, in any manner, of material that violates a person's right of privacy.

The definition of personal and advertising injury remains unchanged with respect to the Personal and Advertising Injury Exclusion under Coverage A Bodily Injury And Property Damage Liability.

Assessment: Major Change (Improvement)

*** Revision To CG 24 14 Waiver Of Governmental Immunity Endorsement**

Background

Endorsement CG 24 14 Waiver Of Governmental Immunity, for use with the Commercial General Liability Coverage Part, provides an option with respect to an insured who is entitled to governmental immunity, but who may want to waive such immunity as a defense for any action against the insured.

Explanation of Changes

We are revising Endorsement CG 24 14 Waiver Of Governmental Immunity so that it now also applies to the Owners And Contractors Protective Liability Coverage Part and the Railroad Protective Liability Coverage Part.

Assessment: Minor Change (now applies to OCP coverage part)

*** Revision To Amendment Of Coverage Territory Endorsements**

Background

In multistate filing GL-2006-OCTFR we revised the alpha numeric paragraph designators of the Other Insurance Condition in the CGL coverage forms.

Explanation of Changes

We are revising the Amendment Of Coverage Territory endorsements for consistency with the alpha numeric paragraph designator changes made to the Other Insurance Condition in multistate filing GL-2006-OCTFR.

Assessment: Minor Change (For consistency with CGL coverage form)

*** Revision To Endorsements Amending The Insured Contract Definition**

Introduction

We are revising the "insured contract" definition in Amendment Of Insured Contract Definition Endorsement CG 24 26 and Limited Contractual Liability – Railroads Endorsement CG 24 27.

Explanation of Changes

In response to the growing amount of states enacting “anti-indemnification laws”, we are revising Paragraph f. of the "insured contract" definition in CG 24 26 and CG 24 27 as follows:

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

...

Additionally, CG 24 26 is revised to apply to the Products/Completed Operations Coverage Part in addition to the Commercial General Liability Coverage Part.

When these endorsements are attached to a policy, an insured will not be provided coverage for the tort liability such insured assumes of another party to the extent that the assumption of such liability is prohibited in a particular jurisdiction.

Assessment: Major Change (Addresses anti-indemnification statutes)

*** Introduction Of Designated Location(s) Aggregate Limit Endorsement CG 25 14**

We are introducing optional endorsement CG 25 14, Designated Location(s) Aggregate Limit Endorsement for use with the Liquor Liability Coverage Part.

Explanation of Changes

We are providing an additional underwriting tool for insurers through the introduction of new optional endorsement CG 25 14, Designated Location(s) Aggregate Limit, for use with the Liquor Liability Coverage Part. This endorsement generally may be used to make a separate Designated Location Aggregate Limit available for each location of the insured listed in the schedule of the endorsement. The Designated Location Aggregate Limit applies with respect to losses that can be attributed only to the selling, serving or furnishing of alcoholic beverages from a single designated location, while such losses that cannot be attributed to a single location are subject to the policy Aggregate Limit instead.

Generally, this endorsement will be used for small chain restaurants, caterers, etc., with use of a master policy with separate aggregate limits by designated location. Only to be used with Liquor Liability coverage part.

Assessment: Minor Change

Various Coverage Forms And Endorsements Editorially Revised

Explanation of Changes

We are editorially revising various coverage forms and endorsements identified below.

Revised Forms

- ◆ CG 00 01 - Commercial General Liability Coverage Form (Occurrence)
- ◆ CG 00 02 - Commercial General Liability Coverage Form (Claims-made)
- ◆ CG 00 33 - Liquor Liability Coverage Form (Occurrence)
- ◆ CG 00 34 - Liquor Liability Coverage Form (Claims-made)
- ◆ CG 00 35 - Railroad Protective Liability Coverage Form
- ◆ CG 00 37 - Products/Completed Operations Liability Coverage Form(Occurrence)
- ◆ CG 00 38 - Products/Completed Operations Liability Coverage Form(Claims-made)
- ◆ CG 00 39 - Pollution Liability Coverage Form Designated Sites
- ◆ CG 00 40 - Pollution Liability Limited Coverage Form Designated Sites
- ◆ CG 00 42 - Underground Storage Tank Policy Designated Tanks
- ◆ CG 00 65 - Electronic Data Liability Coverage Form
- ◆ CG 00 66 - Product Withdrawal Coverage Form
- ◆ CG 04 37 - Electronic Data Liability
- ◆ CG 20 03 - Additional Insured – Concessionaires Trading Under Your Name
- ◆ CG 20 05 - Additional Insured – Controlling Interest
- ◆ CG 20 08 - Additional Insured – Users Of Golfmobiles
- ◆ CG 20 10 - Additional Insured – Owners, Lessees Or Contractors –Scheduled Person Or Organization
- ◆ CG 20 11 - Additional Insured – Managers Or Lessors Of Premises
- ◆ CG 20 15 - Additional Insured – Vendors
- ◆ CG 20 18 - Additional Insured – Mortgagee, Assignee, Or Receiver
- ◆ CG 20 23 - Additional Insured – Executors, Administrators, Trustees Or Beneficiaries
- ◆ CG 20 24 - Additional Insured – Owners Or Other Interest From Whom Land Has Been Leased
- ◆ CG 20 26 - Additional Insured – Designated Person Or Organization
- ◆ CG 20 27 - Additional Insured – Co-Owner Of Insured Premises
- ◆ CG 20 28 - Additional Insured – Lessor Of Leased Equipment
- ◆ CG 20 29 - Additional Insured – Grantor Of Franchise
- ◆ CG 20 30 - Oil Or Gas Operations – Nonoperating, Working Interests
- ◆ CG 20 36 - Additional Insured – Grantor Of Licenses

- ◆ CG 20 37 - Additional Insured – Owners, Lessees Or Contractors – Completed Operations
- ◆ CG 21 16 - Exclusion – Designated Professional Services
- ◆ CG 21 50 - Amendment Of Liquor Liability Exclusion
- ◆ CG 21 51 - Amendment Of Liquor Liability Exclusion – Exception For Scheduled Premises Or Activities
- ◆ CG 21 52 - Exclusion – Financial Services
- ◆ CG 21 56 - Exclusion – Funeral Services
- ◆ CG 21 57 - Exclusion – Counseling Services
- ◆ CG 21 58 - Exclusion – Professional Veterinarian Services
- ◆ CG 21 59 - Exclusion – Diagnostic Testing Laboratories
- ◆ CG 22 24 - Exclusion – Inspection, Appraisal And Survey Companies
- ◆ CG 22 32 - Exclusion – Professional Services – Blood Banks
- ◆ CG 22 33 - Exclusion – Testing Or Consulting Errors And Omissions
- ◆ CG 22 34 - Exclusion – Construction Management Errors And Omissions
- ◆ CG 22 37 - Exclusion – Products And Professional Services (Optical And Hearing Aid Establishments)
- ◆ CG 22 39 - Exclusion – Camps Or Campgrounds
- ◆ CG 22 45 - Exclusion – Specified Therapeutic Or Cosmetic Services
- ◆ CG 22 48 - Exclusion – Insurance And Related Operations
- ◆ CG 22 64 - Pesticide Or Herbicide Applicator – Limited Pollution Coverage
- ◆ CG 22 69 - Druggists
- ◆ CG 22 70 - Real Estate Property Managed
- ◆ CG 22 71 - Colleges Or Schools (Limited Form)
- ◆ CG 22 72 - Colleges Or Schools
- ◆ CG 22 75 - Professional Liability Exclusion – Computer Software
- ◆ CG 22 76 - Professional Liability Exclusion – Health Or Exercise Clubs Or Commercially Operated Health Or Exercise Facilities
- ◆ CG 22 77 - Professional Liability Exclusion – Computer Data Processing
- ◆ CG 22 79 - Exclusion – Contractors – Professional Liability
- ◆ CG 22 80 - Limited Exclusion – Contractors – Professional Liability
- ◆ CG 22 88 - Professional Liability Exclusion – Electronic Data Processing Services And Computer Consulting Or Programming Services
- ◆ CG 22 90 - Professional Liability Exclusion – Spas or Personal Enhancement Facilities
- ◆ CG 22 93 - Lawn Care Services – Limited Pollution Coverage
- ◆ CG 22 96 - Limited Exclusion – Personal And Advertising Injury – Lawyers
- ◆ CG 22 99 - Professional Liability Exclusion – Web Site Designers
- ◆ CG 24 22 - Amendment Of Coverage Territory – Worldwide Coverage
- ◆ CG 24 23 - Amendment Of Coverage Territory – Additional Scheduled Countries
- ◆ CG 24 26 - Amendment Of Insured Contract Definition
- ◆ CG 24 27 - Limited Contractual Liability – Railroads
- ◆ CG 28 07 - Principals Protective Liability Coverage
- ◆ CG 29 52 - Amendment Of Liquor Liability Exclusion (For Use With Products Policies)
- ◆ CG 29 53 - Amendment Of Liquor Liability Exclusion – Exception For Scheduled Activities (For Use With Products Policies)