

**State:** District of Columbia **First Filing Company:** Hartford Casualty Insurance Company, ...  
**TOI/Sub-TOI:** 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability  
**Product Name:** General Liability-Construction  
**Project Name/Number:** General Liability-Construction/FN.13.035.2016.05

## Filing at a Glance

**Companies:** Hartford Casualty Insurance Company  
 Hartford Insurance Company of the Midwest  
 Hartford Underwriters Insurance Company  
 Property and Casualty Insurance Company of Hartford  
 Twin City Fire Insurance Company  
 Hartford Accident and Indemnity Company  
 Hartford Fire Insurance Company

**Product Name:** General Liability-Construction  
**State:** District of Columbia  
**TOI:** 17.0 Other Liability-Occ/Claims Made  
**Sub-TOI:** 17.0001 Commercial General Liability  
**Filing Type:** Rate/Rule  
**Date Submitted:** 11/17/2016  
**SERFF Tr Num:** HART-130807170  
**SERFF Status:** Submitted to State  
**State Tr Num:**  
**State Status:**  
**Co Tr Num:** FN.13.035.2016.05

**Effective Date** 03/11/2017  
**Requested (New):**  
**Effective Date** 03/11/2017  
**Requested (Renewal):**  
**Author(s):** Mabeline Silva, Brenda Clapper, Teresa Izzo  
**Reviewer(s):**  
**Disposition Date:**  
**Disposition Status:**  
**Effective Date (New):**  
**Effective Date (Renewal):**

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## General Information

Project Name: General Liability-Construction

Project Number: FN.13.035.2016.05

Reference Organization:

Reference Title:

Filing Status Changed: 11/17/2016

State Status Changed:

Created By: Teresa Izzo

Corresponding Filing Tracking Number:

Status of Filing in Domicile:

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

Submitted By: Teresa Izzo

### Filing Description:

We are filing four new optional proprietary General Liability endorsements for use primarily with Construction related businesses and one for multiple segment use. We are also revising two forms, one for Construction, that is mandatory and one for multiple segment use that is optional. These endorsements modify our previously approved Commercial General Liability Coverage Form, HG 00 01 and/or our previously approved Commercial General Liability Coverage Form (Excess Broad Form) EH 00 02.

In addition, we are filing revision to our rules to accommodate our newly created forms.

See attached explanatory memorandums.

## Company and Contact

### Filing Contact Information

Teresa Izzo, Product Consultant

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Hartford, CT 06155

Teresa.Izzo@thehartford.com

860-624-8246 [Phone]

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**Filing Company Information**

Hartford Casualty Insurance Company Hartford Plaza Hartford, CT 06155 (860) 547-5000 ext. [Phone]	CoCode: 29424 Group Code: 91 Group Name: The Hartford Ins. Group FEIN Number: 06-0294398	State of Domicile: Indiana Company Type: Property State ID Number:
Hartford Insurance Company of the Midwest Hartford Plaza Hartford, CT 06155 (860) 547-5000 ext. [Phone]	CoCode: 37478 Group Code: 91 Group Name: The Hartford Ins. Group FEIN Number: 06-1008026	State of Domicile: Indiana Company Type: Property State ID Number:
Hartford Underwriters Insurance Company Hartford Plaza Hartford, CT 06155 (860) 547-5000 ext. [Phone]	CoCode: 30104 Group Code: 91 Group Name: The Hartford Ins. Group FEIN Number: 06-1222527	State of Domicile: Connecticut Company Type: Property State ID Number:
Property and Casualty Insurance Company of Hartford Hartford Plaza Hartford, CT 06155 (860) 547-5000 ext. [Phone]	CoCode: 34690 Group Code: 91 Group Name: The Hartford Ins. Group FEIN Number: 06-1276326	State of Domicile: Indiana Company Type: Property State ID Number:
Twin City Fire Insurance Company Hartford Plaza Hartford, CT 06155 (860) 547-5000 ext. [Phone]	CoCode: 29459 Group Code: 91 Group Name: The Hartford Ins. Group FEIN Number: 06-0732738	State of Domicile: Indiana Company Type: Property State ID Number:
Hartford Accident and Indemnity Company 690 Asylum Ave Hartford, CT 06155 (860) 547-5000 ext. [Phone]	CoCode: 22357 Group Code: 91 Group Name: The Hartford Ins. Group FEIN Number: 06-0383030	State of Domicile: Connecticut Company Type: Property State ID Number:
Hartford Fire Insurance Company Hartford Plaza 690 Asylum Avenue Hartford, CT 06155 (860) 547-5000 ext. [Phone]	CoCode: 19682 Group Code: 91 Group Name: The Hartford Ins. Group FEIN Number: 06-0383750	State of Domicile: Connecticut Company Type: State ID Number:

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## Filing Fees

Fee Required? No

Retaliatory? No

Fee Explanation:

**SERFF Tracking #:**

HART-130807170

**State Tracking #:**

**Company Tracking #:**

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

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## Rate Information

Rate data does NOT apply to filing.

**SERFF Tracking #:**

HART-130807170

**State Tracking #:****Company Tracking #:**

FN.13.035.2016.05

**State:**

District of Columbia

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Hartford Casualty Insurance Company, ...

**TOI/Sub-TOI:**

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

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## Rate/Rule Schedule

Item No.	Schedule Item Status	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing Number	Attachments
1		RULE 36. DESCRIPTION OF ADDITIONAL OPTIONAL ENDORSEMENTS	GL_RU-2.36-DC-0317	Replacement		GL_RU-2.36-DC-0317.pdf
2		RULE A4. ADDITIONAL RULE SUPPLEMENTAL FORM RULES	GL_S_RUA.4-DC-0317	Replacement		GL_S_RUA.4-DC-0317.pdf

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**RULE 36. DESCRIPTION OF ADDITIONAL OPTIONAL ENDORSEMENTS**

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**C. Exclusion Endorsements**

Paragraph **C.6.** is replaced by the following:

The coverage for employees and volunteer workers provided by the Commercial General Liability Coverage Form may be deleted by attaching Exclusion – Employee And Volunteers Workers As Insureds Endorsement **HG 21 37** The coverage for volunteer workers provided by the Commercial General Liability Coverage Form may be deleted by attaching Exclusion – Volunteer Workers Endorsement **HG 21 66**.

The following is added to Paragraph **C.14**:

- 14.** Liability arising out of any pollution exposure not otherwise precluded by the pollution exclusion contained in the Commercial General Liability Coverage Part:
- d.** May be excluded if arising out of specified products by attaching Amendment of Pollution Exclusion - Exclusion For Designated Products Endorsement **HC 24 02**.
  - e.** May be excluded if arising out of the products-completed operations hazard by attaching Amendment of Pollution Exclusion - Exclusion For Products/Completed Operations Endorsement **HC 24 25**.

To provide pollution liability coverage refer to Rule **47**

Paragraph **C.23** is replaced by the following:

**HC 21 93 - Exclusion – Exterior Insulation and Finish System**

Liability arising out of any (EIFS) Exterior Insulation and Finish System along with any flashing, caulking or sealants used with or affecting the system may be excluded by attaching **HC 21 93**. This form is to be used with no change in rate.

Paragraph **C.28** is replaced by the following:

- 28.** The Access or Disclosure of Confidential or Personal Information and Data-related Liability exclusion may be replaced by one of the following endorsements:
- a.** Exclusion – Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability – Limited Bodily Injury Exception Not Included Endorsement **CG 21 07**  
This endorsement excludes liability arising out of any access to or disclosure of any person's or organization's confidential or personal information under both Coverage A and Coverage B. The Coverage A exclusion in this endorsement does not include the limited exception for bodily injury.
  - b.** Exclusion – Access Or Disclosure Of Confidential Or Personal Information (Coverage B Only) Endorsement **CG 21 08**  
This endorsement excludes liability arising out of any access to or disclosure of any person's or organization's confidential or personal information only with respect to Coverage B (Personal And Advertising Injury).  
When Endorsement **CG 21 07** or Endorsement **CG 21 08** is attached to the policy, do not attach Endorsement **CG 21 06** or Endorsement **CG 04 37**.

The following are added to **Exclusion Endorsements**

**HC 21 40 - Exclusion - Designated Operations and Completed Operations**

Liabilities arising out of specified operations, and their subsequent products claims, may be excluded by attaching Exclusion - Designated Operations and Completed Operations Endorsement **HC 21 40**. When using this form, do not include within the premium basis the exposures represented by the excluded operations.

**HC 21 44 - Exclusion - Designated Operations - Coverage B**

Liability for personal and advertising injury arising out of specified operations may be excluded by attaching Exclusion - Designated Operations - Coverage B Endorsement **HC 21 44**. When using this form, do not include within the Coverage B premium basis the exposures represented by the excluded operations.

**HC 21 45 - Exclusion - Designated Offenses - Coverage B**

Liability for personal and advertising injury arising out of specified offenses may be excluded by attaching Exclusion - Designated Offenses - Coverage B Endorsement **HC 21 45**. When using this form, do not include within the Coverage B premium basis the exposures represented by the excluded offenses.

**HC 21 94 – Exclusion Of Designated Entities Endorsement**

Liability arising out of specific entities may be excluded by attaching Exclusion Of Designated Entities Endorsement **HC 21 94**. When using this form, do not include within the premium basis the exposures represented by the excluded entities.

**HC 21 95 Exclusion – Discrimination**

Liability arising out of Discrimination may be excluded by attaching Exclusion – Discrimination **HC 21 95**

**HC 22 39 Exclusion – Any Construction Activities**

Liability arising out of construction activities may be excluded by attaching Exclusion – Any Construction Activities Endorsement **HC 22 39**.

**HC 22 40 Exclusion – Entities Receiving Venture Capital Services**

Liability arising out of the activities of any individuals or organizations with whom any insured provides or has provided venture capital services may be excluded by attaching Exclusion – Entities Receiving Venture Capital Services Endorsement **HC 22 40**.

**HC 22 41 Exclusion – Newly Acquired Or Formed Organizations**

The Newly Acquired Or Formed Organizations extension of the Who Is An Insured Section may be removed by attaching Exclusion – Newly Acquired Or Formed Organizations Endorsement **HC 22 41**.

**HC 22 42 Exclusion – Day Care**

Liability arising out of any day care operations or activities conducted on any premises owned, occupied or controlled by the insured may be excluded by attaching Exclusion – Day Care Endorsement **HC 22 42**.

**HC 22 44 - Exclusion - Allergic Reactions Arising Out of the Latex Products Hazard**

Liability from allergic reactions arising out of or related to the latex hazard may be excluded by attaching Exclusion – Allergic Reactions Arising Out Of The Latex Products Hazard Endorsement **HC 22 44**. When using this form, do not include within the premium basis the exposures represented by the excluded products.

**HC 22 45 - Exclusion - Inhalation Devices**

Liability arising out of the ownership, operation, handling, maintenance, use, or entrustment to others of any inhalation device may be excluded by attaching Exclusion – Inhalation Devices Endorsement **HC 22 45**. When using this form, do not include within the premium basis the exposures represented by the excluded products.

**HC 23 10 Exclusion – Leased, Rented Or Sold Equipment**

Liability arising out of personal property leased, rented, or sold to others by any insured may be excluded by attaching Exclusion – Leased, Rented or Sold Equipment Endorsement **HC 23 10**.

**HC 23 11 Exclusion – Nanotechnology Hazard**

Liability arising out of the nanotechnology hazard may be excluded by attaching Exclusion – Nanotechnology Hazard Endorsement **HC 23 11**.

**HC 24 61 Limitation Of Coverage – Amendment Of Definition Of Personal And Advertising Injury**

Use **HC 24 61** to limit coverage to only offenses described by paragraphs **a.**, **b.** and **c.** of the definition of P&AI. This form is to be used with no change in rate.

**HC 24 62 Amendment Of Coverage - Definition Of Personal And Advertising Injury**

Use **HC 24 62** to limit coverage to only offenses described in the endorsement as covered offenses. This endorsement provides a schedule of offenses that may be included or excluded from the definition of "personal and advertising injury". Offenses that are to be included are indicated by entry of "Included" in the schedule. Offenses that are not to be included are indicated by entry of "Excluded". This form is to be used with no change in rate.

**HC 24 98 – Punitive Damages Exclusion**

Liability arising out of punitive or exemplary damages including multiplied compensatory damages, non-compensatory fines or penalties or sanctions that are assessed directly or indirectly against an insured may be excluded by attaching Punitive Damages Exclusion.

**HS 21 33 Exclusion - Residential Premises (Exception For On-Going Operations)**

Liability for bodily injury, property damage, or personal and advertising injury that is included in the products/completed operations hazard and arising out of or in any way is related to residential premises when such completed operations would otherwise render the insured outside of underwriting appetite, may be excluded by attaching Exclusion - Residential Premises (Exception For On-Going Operations), form HS 21 33.

**HS 21 38 Exclusion - Residential Premises**

Liability from bodily injury, property damage, or personal and advertising injury that arises out of or in any way is related to residential premises, regardless of whether such injury or damages arises from either completed operations or ongoing operations that would otherwise render the insured outside of underwriting appetite, may be excluded by attaching Exclusion - Residential Premises, form HS 21 38.

**HS 22 12 Exclusion – Employer Liability For Personal And Advertising Injury And Limitation Of Coverage Territory For False Arrest, Detention Or Imprisonment**

Liability arising out of personal and advertising injury to any employee of any insured or any subcontractor or supplier of any insured may be excluded by attaching Exclusion – Employer Liability For Personal And Advertising Injury And Limitation Of Coverage Territory For False Arrest, Detention Or Imprisonment Endorsement **HS 22 12**.

**HS 34 08 Exclusion – Subsidence And Other Soil Movements**

Liability from bodily injury, property damage, and personal and advertising injury that arises out of, caused by, resulting from, contributed to, in whole or in part, or aggravated by certain subsidence and soil movement conditions or events, regardless of whether such are either naturally occurring or man-made phenomena, may be excluded by attaching Exclusion – Subsidence And Other Soil Movements, form HS 34 08.

**D. Special Provisions For Certain Types Of Risks Endorsements**

The following is added to **Special Provisions For Certain Types Of Risks Endorsements**.

**HC 21 96 – Limitation Of Coverage – Legal Liability For Damage To Premises**

Coverage for damage to premises while rented to or temporarily occupied by the named insured and caused by fire, lighting and explosion may be changed from applying on a legal liability and contractual liability basis to applying only on a legal liability basis by attaching Limitation Of Coverage – Legal Liability For Damage To Premises **HC 21 96**.

**HC 24 76 Restriction of Coverage – Health Care Services And Clinical Trials**

Liability arising out of health care services and clinical trials, as well as removal of Incidental Medical Malpractice Coverage, may be excluded by attaching Restriction Of coverage – Health care Services And Clinical Trials Endorsement **HC 24 76**.

**HC 24 77 - Amendment Of Watercraft Exclusion - Exception For Non-Owned Watercraft Up To A Specified Length**

Liability arising out of an unowned watercraft that is less than a specified number of feet in length may be excepted from the built in Aircraft, Auto or Watercraft Exclusion by attaching Amendment Of Watercraft Exclusion - Exception For Non-Owned Watercraft Up To A Specified Length Endorsement **HC 24 77**.

**HC 24 78 - Amendment Of Watercraft Exclusion - Exception For Scheduled Watercraft**

Liability arising out of a specified watercraft or type of watercraft may be excepted from the built in Aircraft, Auto or Watercraft Exclusion by attaching Amendment Of Watercraft Exclusion - Exception For Scheduled Watercraft Endorsement **HC 24 78**.

**HC 24 79 - Amendment Of Aircraft Exclusion - Exception For Scheduled Aircraft**

Liability arising out of a specified aircraft or type of aircraft may be excepted from the built in Aircraft, Auto or Watercraft Exclusion by attaching Amendment Of Aircraft Exclusion - Exception For Scheduled Aircraft Endorsement **HC 24 79**.

**HC 24 93 – Occurrence – Subcontracted Work**

Liability from property damage included within the products-completed operations hazard may be included within the definition of occurrence if the damaged work or faulty workmanship was performed by a subcontractor on the insured's behalf by attaching Occurrence – Subcontracted Work endorsement **HC 24 93**.

**HC 24 95 – Coordination of Coverages**

To endorse the Commercial General Liability Coverage Part when the possibility exists that coverage that is provided under the CGL may also be provided by another Coverage Part under the same policy , or on another, separate policy issued by The Hartford. This is a non-premium bearing endorsement.

**HG 22 03 - Exclusion - Electromagnetic Hazard Endorsement**

Liability arising out of the electromagnetic hazard may be excluded by attaching **HG 22 03**. This form is to be used with no change in rate.

**HG 21 05 – Exclusion – Wood Preservatives Containing Arsenic**

Liability Arising out of the wood preservative hazard may be excluded by attaching **HG 21 05**. This form is to be used with no change in rate.

**HS 30 02 - Batch Clause**

Liabilities that arise out of the same hazard, defect or source of contamination relating to any single batch of an insured's product may be considered as one occurrence by attaching Batch Clause Endorsement **HC 30 02**.

**HS 30 03 - Discrimination Coverage - Patrons Only**

An exception to the discrimination exclusion may be granted to patrons or prospective patrons of the insured by attaching Discrimination Coverage - Patrons Only Endorsement **HS 30 03**.

**E. Coverage Amendment Endorsements**

The following is added to **Coverage Amendment Endorsements**

1. Pollution Exclusion Options:

- d. **HC 30 02 – Limited Pollution Coverage – Building Maintenance & Cleaning Materials**
  - I. **Coverage & Form**

Limited Pollution Coverage – Building Maintenance & Cleaning Materials (**HC 30 02**) is an optional endorsement which modifies the Commercial General Liability Coverage Part (HG 00 01). The endorsement provides limited pollution coverage by modifying the pollution exclusion contained in the Commercial General Liability Coverage Part. This is a premium bearing endorsement.

**II. Rules**

**(a) General**

As noted above, Limited Pollution Coverage – Building Maintenance & Cleaning Materials modifies the Commercial General Liability Coverage.

There is a 1% charge applied to the Commercial General Liability Coverage premium for this endorsement.

**e. HC 30 03 – Limited Pollution Coverage – Pesticide, Herbicide or Fertilizer**

**I. Coverage & Form**

Limited Pollution Coverage – Pesticide, Herbicide or Fertilizer (**HC 30 03**) is an optional endorsement which modifies the Commercial General Liability Coverage Part (HG 00 01). The endorsement provides limited pollution coverage by modifying the pollution exclusion contained in the Commercial General Liability Coverage Part. This is a premium bearing endorsement.

**II. Rules**

**(a) General**

As noted above, Limited Pollution Coverage – Pesticide, Herbicide or Fertilizer modifies the Commercial General Liability Coverage.

There is a 1% charge applied to the Commercial General Liability Coverage premium for this endorsement.

**f. HC 30 04 – Limited Pollution Coverage – Pool Chemicals**

**I. Coverage & Form**

Limited Pollution Coverage – Pool Chemicals (**HC 30 04**) is an optional endorsement which modifies the Commercial General Liability Coverage Part (HG 00 01). The endorsement provides limited pollution coverage by modifying the pollution exclusion contained in the Commercial General Liability Coverage Part. This is a premium bearing endorsement.

**II. Rules**

**(a) General**

As noted above, Limited Pollution Coverage – Pool Chemicals modifies the Commercial General Liability Coverage.

There is a 1% charge applied to the Commercial General Liability Coverage premium for this endorsement.

**11.** To provide limited coverage for discrimination attach Discrimination – Amendment of Personal and Advertising Injury Definition Endorsement **HC 30 06**.

**HS 30 09 - Anti-Stacking Provision**

This form modifies the Commercial General Liability Coverage Part. It is a new proprietary exclusionary endorsement to respond to continuing or progressively deteriorating “bodily injury” or “property damage”. The endorsement states that solely with respect to any “suit” or claim seeing damages that arise out of, or are in any way related to “your work” or “your product” arising out of a “residential premises” such continuing or progressively deteriorating “bodily injury” or “property damage” shall constitute a single “occurrence”. This form will be mandatory only for certain class codes. There will be a 15% credit to the policy premium if this endorsement is added.

**F. Amendment Of Limits Endorsements**

The following is added to **Amendment Of Limits Endorsements**:

**HC 25 06 - Amendment of Limits - Designated Project Or Premises**

The limits of insurance may be amended for designated projects of premises by attaching Amendment Of Limits Of Insurance - Designated Project Or Premises Endorsement **HC 25 06**. Unlike Endorsement HG 25 01, this form does not include the language “these limits are inclusive of and are not in addition to the limits being replaced”.

**HC 25 11 Per Location – Amendment Of General Aggregate Limit – Excluding Specified Types Of Locations**

For certain financial services insureds, the policy General Aggregate Limit may be changed for certain occurrences and accidents from a per policy basis to a per location basis. The policy General Aggregate Limit, with respect to certain Coverage A occurrences and Coverage C accidents, may be replaced for each location with a Location General Aggregate Limit which is equal to the amount of the General Aggregate Limit shown in the Declarations of the policy, by attaching per Location – Amendment Of General Aggregate Limit – Excluding Specified Types Of Location Endorsement **HC 25 11**.

**HG 25 01 Amendment Of Limits of Insurance Endorsement (Designated Project Or Premies)**

The limits of insurance may be amended for designated projects of premises by attaching Amendment Of Limits Of Insurance Endorsement (Designated Project Or Premises) **HG 25 01**.

**HS 25 30 - Per Location - Amendment Of General Aggregate Subject to Maximum Annual Aggregate**

The limits of insurance may be amended to provide a Per Location General Aggregate Limit that is subject to a Maximum Annual Aggregate Limit. The policy General Aggregate Limit, with respect to certain Coverage A occurrences and Coverage C accidents, is replaced for each location with a Per Location General Aggregate Limit which is equal to the amount of the General Aggregate Limit shown in the endorsement, subject to a Maximum Annual Aggregate policy limit, shown in the endorsement, by attaching **HS 25 30**.

It is rated on a Guide (a) basis.

**HS 25 41 - Per Project - Amendment Of General Aggregate Subject to Maximum Annual Aggregate**

The limits of insurance may be amended to provide a Per Project General Aggregate Limit that is subject to a Maximum Annual Aggregate Limit. The policy General Aggregate Limit, with respect to certain Coverage A occurrences and Coverage C accidents, may be replaced for each project with a Per Project General Aggregate Limit which is equal to the amount of the General Aggregate Limit shown in the endorsement, subject to a Maximum Annual Aggregate policy limit, shown in the endorsement, by attaching **HS 25 41**.

It is rated on a Guide (a) basis.

**HS 25 42 - Per Location And Per Project - Amendment Of General Aggregate Subject to Maximum Annual Aggregate**

The limits of insurance may be amended to provide a Per Location and Per Location General Aggregate Limit that are both subject to a Maximum Annual Aggregate Limit. The policy General Aggregate Limit, with respect to certain Coverage A occurrences and Coverage C accidents, is replaced for each location with a Per Location General Aggregate Limit which is equal to the amount of the General Aggregate Limit shown in the endorsement, subject to a Maximum Annual Aggregate policy limit, or it is replaced with a Per Project General Aggregate Limit, which is equal to the amount of the General Aggregate Limit shown in the endorsement, subject to a Maximum Annual Aggregate policy limit, whichever is applicable, shown in the endorsement, by attaching **HS 25 42**. If more than one limit of insurance under this endorsement applies to any claim or suit, the most we will pay is the single highest limit of liability for all coverages applicable to such claim or suit.

It is rated on a Guide (a) basis.

The following is added to Rule 36.

**Miscellaneous Endorsements**

To provide coverage pursuant to the provisions of motor vehicle laws to the extent such laws apply to the insured's mobile equipment, attach Motor Vehicle Laws Endorsement **HG 99 01**.

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**RULE A4. ADDITIONAL RULE - Supplemental Form Rules**

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**HS 21 71 06 05 Termination of Insurance and Amendment of Other Insurance Condition**

This form provides construction project owners with insurance protection which applies on an excess basis over insurance which is purchased on their behalf by the contractors involved in the specific Project(s) listed in the Schedule. This excess insurance protection will terminate once the project is completed. Form will amend our independently filed General Liability coverage form. Optional endorsement.

**HS 24 78 Amendment to Exclusion f.**

Broadens coverage under our absolute pollution exclusion.

Rated on a Guide 'a' basis by applying a 2 - 25% charge of the General Liability premium. In the event, there is a need to deviate from these percentages, the underwriting file will be documented and available for review by State Regulatory authorities.

**HS 24 50 Contractors Broad Form Endorsement**

This endorsement provides contractors with a package of various provisions that broadens the coverage provided in the General Liability Policy.

**HS 24 31 Employee Benefits Liability Coverage Endorsement**

Provides Employee Benefit Liability Coverage.

Rated on a Refer to company basis. The company shall maintain a complete file, including all details of the factors used in determining the modification and is responsible for complying with State regulatory requirements regarding (a) rates.

**HS 24 32 Employee Benefits Liability Coverage Endorsement (Claims Made)**

Provides Employee Benefit Liability Coverage on a claims made basis. Optional endorsement to be used with our independently filed CGL policy forms HG 00 01 or HG 00 02. The company shall maintain a complete file, including all details of the factors used in determining the modification and is responsible for complying with State regulatory requirements regarding (a) rates.

**HS 24 75 Limited Pollution Coverage For Operations Involving Pollution Incidents**

This optional form grants a limited exception for Operations for "pollution incidents". It is rated on a Guide (a) basis as follows:

- A. Percentage Range of Premises-Operations Premium                      Minimum = 2%; Maximum = 25%
- B. Minimum premium is \$50.00

The company shall maintain a complete file, including all details of the factors used in determining the modification and is responsible for complying with the State's regulatory requirements regarding (a) rates.

**HS 24 96 Limited Exception – All Premises Operations And Products Completed-Operations In Connection With A Consolidated Insurance (Wrap-Up) Program**

This optional form grants an exception to the consolidated insurance (wrap-up) exclusion. The exclusion does not apply to bodily injury or property damage, including bodily injury or property damage included within the products-completed operations hazard if all coverage available to the insured for the products-completed operations hazard in the consolidated insurance program is exhausted or no longer in effect. It is rated on an (a) rate basis as follows:

Percentage of General Liability Premium	(a)
Minimum Premium	\$500.00

The company shall maintain a complete file, including all details of the factors used in determining the modification and is responsible for complying with the State's regulatory requirements regarding (a) rates.

The following **Additional Insured** forms are rated on a Refer to company basis. The company shall maintain a complete file, including all details of the factors used in determining the modification and is responsible for complying with State regulatory requirements regarding (a) rates.

To provide coverage to the additional insured that for liability caused, in whole or in part, by the acts or omissions of the named insured use **HS 24 80 Additional Insured – Owners, Lessees Or Contractors – Option I.**

To provide coverage to the additional insured only to the extent they are liable for injury or damage caused by the named insured and, for any other party, for liability caused by their acts or omissions in connection with the additional insured's general supervision of the named insured's operations use **HS 24 81 Additional Insured – Owners, Lessees Or Contractors – Option II.**

To provide coverage to the additional insured only to the extent they are liable for injury or damage caused by the named insured use **HS 24 82 Additional Insured – Owners, Lessees Or Contractors – Option III.**

To provide coverage to the additional insured for liability "arising out of" the named insureds operations use **HS 24 83 Additional Insured – Owners, Lessees Or Contractors – Option IV.**

To provide blanket coverage for additional insureds as required by written contract and tract contract requirements to ISO Additional Insured forms, use **HS 30 06 –Blanket Additional Insured – As Required by Written Contract - Option V.**

Rated on a Refer to Company basis. The company shall maintain a complete file, including all details of the factors used in determining the modification and is responsible for complying with State regulatory requirements regarding (a) rates.

#### **HS 30 07 Excess of Wrap**

This endorsement provides additional extensions of coverage to the Wrap Exclusion that resides in the Contractor's Broad Form solely to the Named Insured.

Rated on a Refer to Company basis. The company shall maintain a complete file, including all details of the factors used in determining the modification and is responsible for complying with State regulatory requirements regarding (a) rates.

#### **HS 30 08 Excess of Wrap and Difference in Conditions**

This endorsement provides additional extensions of coverage to the Wrap Exclusion that resides in the Contractor's Broad Form solely for the Named Insured and also adds broadened Conditions coverage solely to the Named Insured.

Rated on a Refer to Company basis. The company shall maintain a complete file, including all details of the factors used in determining the modification and is responsible for complying with State regulatory requirements

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## Supporting Document Schedules

<b>Bypassed - Item:</b>	Consulting Authorization
<b>Bypass Reason:</b>	Not applicable
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	Actuarial Certification (P&C)
<b>Bypass Reason:</b>	Not applicable
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	District of Columbia and Countrywide Experience for the Last 5 Years (P&C)
<b>Bypass Reason:</b>	Not applicable
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Bypassed - Item:</b>	District of Columbia and Countrywide Loss Ratio Analysis (P&C)
<b>Bypass Reason:</b>	Not applicable
<b>Attachment(s):</b>	
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Satisfied - Item:</b>	Rule Explanatory Memorandumi
<b>Comments:</b>	
<b>Attachment(s):</b>	Rule Memo for Additional Insured.pdf
<b>Item Status:</b>	
<b>Status Date:</b>	

<b>Satisfied - Item:</b>	Actuarial Memorandum
<b>Comments:</b>	
<b>Attachment(s):</b>	Actuarial Memorandum-Construction Forms.pdf
<b>Item Status:</b>	
<b>Status Date:</b>	

**SERFF Tracking #:**

HART-130807170

**State Tracking #:**

**Company Tracking #:**

FN.13.035.2016.05

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**State:**

District of Columbia

**First Filing Company:**

Hartford Casualty Insurance Company, ...

**TOI/Sub-TOI:**

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

**Product Name:**

General Liability-Construction

**Project Name/Number:**

General Liability-Construction/FN.13.035.2016.05

# COUNTRYWIDE EXPLANATORY MEMORANDUM – RULE COMMERCIAL GENERAL LIABILITY



## Introduction

This filing concerns multiple newly created endorsements for the Construction segment and the following forms have been added to existing rules.

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## For Use With

The endorsements included in this filing are to be used with, and modify, the following independent Hartford Forms:

HG 00 01 06 05 Commercial General Liability Coverage or  
HG 00 02 06 05 Commercial General Liability Coverage (Claims Made)

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## Listing Of New Forms

The following endorsements are offered:

HS 30 06	Blanket Additional Insured – As Required by Written Contract – Option V.
HS 30 07	Excess of Wrap
HS 30 08	Excess of Wrap and Difference in Conditions
HS 30 09	Anti-Stacking Provision

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## Coverage Impact

**HS 30 06 03 17 (Option V. Blanket Additional Insured – As Required by Written Contract)**. This endorsement modifies the Commercial General Liability (“CGL”) Coverage Part and is designed to provide blanket additional insured status and tracts contract requirements to ISO AI forms.

**HS 30 07 03 17 (Excess of Wrap)**. This endorsement modifies the CGL Coverage Part and adds additional extensions to the Wrap Exclusion that resides in the Contractor’s Broad Form only for the Named Insured.

**HS 30 08 03 17 (Excess of Wrap and Difference In Conditions Coverage)**. This endorsement adds additional extensions to the Wrap Exclusion that resides in the Contractor’s Broad Form and also adds broadened Conditions coverage only to the Named Insured.

**HS 30 09 03 17 (Anti-Stacking Provision)**. This endorsement modifies the CGL Coverage Part and is a restriction of coverage limiting the Limits of Insurance. This endorsement excludes continuing or progressively deteriorating “bodily injury” or “property damage” to which a claim or “suit” seeking damages arose out of or is in any way related to “your work” or “your product” arising out of a “residential premises”.

## ADDED TO EXISTING RULES

**The following three forms have been added to Rule 4A, see attached revised Rule:**

**HS 30 06 –Blanket Additional Insured – As Required by Written Contract - Option V.**

To provide blanket coverage for additional insureds as required by written contract and tract contract requirements to ISO Additional Insured forms, use Rated on a Refer to Company basis. The company shall maintain a complete file,

## **COUNTRYWIDE EXPLANATORY MEMORANDUM – FORMS COMMERCIAL GENERAL LIABILITY**

including all details of the factors used in determining the modification and is responsible for complying with State regulatory requirements regarding (a) rates.

### **HS 30 07 Excess of Wrap**

This endorsement provides additional extensions of coverage to the Wrap Exclusion that resides in the Contractor's Broad Form solely to the Named Insured.

Rated on a Refer to Company basis. The company shall maintain a complete file, including all details of the factors used in determining the modification and is responsible for complying with State regulatory requirements regarding (a) rates.

### **HS 30 08 Excess of Wrap and Difference in Conditions**

This endorsement provides additional extensions of coverage to the Wrap Exclusion that resides in the Contractor's Broad Form solely for the Named Insured and also adds broadened Conditions coverage solely to the Named Insured.

Rated on a Refer to Company basis. The company shall maintain a complete file, including all details of the factors used in determining the modification and is responsible for complying with State regulatory requirements regarding (a) rates.

The following form has been added to Rule 36 (e):

### **HS 30 09 - Anti-Stacking Provision**

This form modifies the Commercial General Liability Coverage Part. It is a new proprietary exclusionary endorsement to respond to continuing or progressively deteriorating "bodily injury" or "property damage". The endorsement states that solely with respect to any "suit" or claim seeking damages that arise out of, or are in any way related to "your work" or "your product" arising out of a "residential premises" such continuing or progressively deteriorating "bodily injury" or "property damage" shall constitute a single "occurrence". This form will be mandatory only for certain class codes. There will be a 15% credit to the policy premium if this endorsement is added.

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## GENERAL LIABILITY

### NEW CONSTRUCTION ENDORSEMENTS

#### ACTUARIAL MEMORANDUM

#### Actuarial Explanatory Memorandum

##### **Introducing the following new forms:**

The company has determined that the wide variations in the exposures attributed to operations contemplated by the below endorsements require significant pricing flexibility. As such, rating for these endorsements will be on a "Refer To Company" basis. We intend to monitor the loss experience of these endorsements closely and respond appropriately.

**HS 30 06 03 17 (Option V. Blanket Additional Insured – As Required by Written Contract)**. This endorsement is an optional endorsement and modifies the Commercial General Liability ("CGL") Coverage Part. It is designed to provide blanket additional insured status and tracts contract requirements to ISO AI forms.

**HS 30 07 03 17 (Excess of Wrap)**. This endorsement is also optional and modifies the CGL Coverage Part and adds additional extensions to the Wrap Exclusion that resides in the Contractor's Broad Form only to the Named Insured.

**HS 30 08 03 17 (Excess of Wrap and Difference In Conditions Coverage)**. This endorsement is also optional and adds additional extensions to the Wrap Exclusion that resides in the Contractor's Broad Form and also adds broadened Conditions coverage only to the Named Insured.

The company has determined that given the Anti-Stacking Provision is an exclusionary endorsement, a 15% credit to the policy premium will be given if this endorsement is added.

**HS 30 09 03 17 (Anti-Stacking Provision)**. This endorsement is an exclusionary endorsement to respond to continuing or progressively deteriorating "bodily injury" or "property damage". The endorsement states that solely with respect to any "suit" or claim seeing damages that arise out of, or are in any way related to "your work" or "your product" arising out of a "residential premises", such continuing or progressively deteriorating "bodily injury" or "property damage" shall constitute a single "occurrence". This form will be mandatory only for certain class codes.

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