

State: New York **Filing Company:** Hudson Insurance Company
TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1001 Commercial General Liability
Product Name: Other Liability
Project Name/Number: Hudson Public Entity Portfolio Program/H-PE-LIAB-2017

Filing at a Glance

Company: Hudson Insurance Company
Product Name: Other Liability
State: New York
TOI: 17.1 Other Liability-Occ Only
Sub-TOI: 17.1001 Commercial General Liability
Filing Type: Form/Rate/Rule
Date Submitted: 09/28/2017
SERFF Tr Num: HINC-131131318
SERFF Status: Closed-Approved
State Tr Num: R2017003713
State Status: Closed
Co Tr Num: H-PE-LIAB-2017

Effective Date: On Approval
Requested (New):
Effective Date: On Approval
Requested (Renewal):
Author(s): Carol Selleck, Karin Zimmerly
Reviewer(s): Horace Sumpter (primary)
Disposition Date: 12/21/2017
Disposition Status: Approved
Effective Date (New):
Effective Date (Renewal):

**This filing was provided as part of
The New York Insurance ADVISOR
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or call 800-896-8000**

State: New York **Filing Company:** Hudson Insurance Company
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General Information

Project Name: Hudson Public Entity Portfolio Program Status of Filing in Domicile: Not Filed
 Project Number: H-PE-LIAB-2017 Domicile Status Comments:
 Reference Organization: ISO Reference Number: GL-2015-BGL1
 Reference Title: GL Loss Costs Advisory Org. Circular:
 Filing Status Changed: 12/21/2017
 State Status Changed: 12/21/2017 Deemer Date:
 Created By: Carol Selleck Submitted By: Carol Selleck
 Corresponding Filing Tracking Number:

Filing Description:

Hudson Insurance Company is introducing a new program, the "Public Entity Portfolio Program". The Public Entity Portfolio Program will provide liability coverage for a wide variety of public entities including cities, counties, school districts, water and sewer districts, etc.

This is a refiling of Department File No. R2017002149 which was disapproved for numerous objections. They have now been addressed on the Response Document attached to the Supporting Documentation Schedule.

Company and Contact

Filing Contact Information

Carol Selleck, Profilers - Third party cselleck@cox.net
 7133 W. Honeysuckle Drive 623-376-2462 [Phone]
 Peoria, AZ 85383

Filing Company Information

Hudson Insurance Company	CoCode: 25054	State of Domicile: Delaware
100 William Street, 5th floor	Group Code: 158	Company Type:
New York, NY 10038	Group Name:	State ID Number:
(212) 978-2800 ext. [Phone]	FEIN Number: 13-5150451	

Filing Fees

Fee Required? No
 Retaliatory? No

Fee Explanation:

State Specific

Speed-To-Market Field: enter code "98" for Speed-To-Market filings. Enter "0" for N/A.: 0

Terrorism Exclusion Field: enter code "46-01" for filings which includes forms, rates or rules for the Terrorism Exclusion. Enter "0" for N/A.: 46-01

Mold (Fungi, Bacteria, Virus) Exclusion Field: enter code "46-02" for filings which includes forms, rates or rules for the Mold Exclusion. Enter "0" for N/A.: 0

On the Rate/Rule Schedule Tab, the "Add Rate Data" button must be changed to "yes" for all rating rules and rate filings in order for the appropriate fields to be completed. Please enter "Yes" for filings with the rate data fields completed and "No" for all other filings.: Yes

State: New York **Filing Company:** Hudson Insurance Company
TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1001 Commercial General Liability
Product Name: Other Liability
Project Name/Number: Hudson Public Entity Portfolio Program/H-PE-LIAB-2017

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Horace Sumpter	10/31/2017	12/21/2017

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Pending	Horace Sumpter	12/01/2017	12/01/2017
Pending	Horace Sumpter	11/15/2017	11/15/2017
Pending	Horace Sumpter	11/01/2017	11/01/2017

Response Letters

Responded By	Created On	Date Submitted
Carol Selleck	12/05/2017	12/05/2017
Carol Selleck	11/20/2017	11/20/2017
Carol Selleck	11/13/2017	11/13/2017

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Public Entity Enhanced General Liability Extension Endorsement - New York	Carol Selleck	11/20/2017	11/20/2017

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Addendum to our Objection Letter dated November 1, 2017	Note To Filer	Horace Sumpter	11/07/2017	11/07/2017

State: New York **Filing Company:** Hudson Insurance Company
TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1001 Commercial General Liability
Product Name: Other Liability
Project Name/Number: Hudson Public Entity Portfolio Program/H-PE-LIAB-2017

Disposition

Disposition Date: 12/21/2017
 Effective Date (New):
 Effective Date (Renewal):
 Status: Approved

Comment: This refers to your September 29, 2017 resubmission of Department file number R2017002149 for further review and approval and your subsequent correspondence dated November 13 and 20, 2017 and December 5, 2017 amending said filing.

The forms, as last amended, are hereby approved pursuant to Section 2307 of the New York State Insurance Law effective the date of this disposition.

The proposed rules and rates, as last amended, are hereby acknowledged in accordance with Article 23 of the New York Insurance Law effective the date of this disposition.

The rate is accepted with the condition that the company will maintain statistical data, including incurred losses and loss adjustment expenses, on reported and unreported and outstanding and paid categories, on this program separate and apart from its other coverages. In addition, the experience should be reviewed annually, and appropriate rate revisions filed.

Very truly yours,

MARIA T. VULLO
SUPERINTENDENT OF FINANCIAL SERVICES

By:
 Horace Sumpter
 Senior Insurance Examiner
 Property Bureau
 Email: Horace.sumpter@dfs.ny.gov

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

State: New York **Filing Company:** Hudson Insurance Company
TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1001 Commercial General Liability
Product Name: Other Liability
Project Name/Number: Hudson Public Entity Portfolio Program/H-PE-LIAB-2017

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Explanatory Memorandum		Yes
Supporting Document	Commercial Liability Insurance Review Standards Checklist		Yes
Supporting Document	Commercial Liability Insurance Form Filing Compliance Questionnaire		Yes
Supporting Document	Commercial Lines Cancellation & Nonrenewal Form Filing Compliance Questionnaire (NYIL 3426)		Yes
Supporting Document	Worldwide Coverage provisions or Endorsements		Yes
Supporting Document	Rates and/or Rating Plans		Yes
Supporting Document	Minimum Premium/Return Premium and Minimum Earned Premium Rules		Yes
Supporting Document	Audit Provisions/premium Audit Rules		Yes
Supporting Document	Authorization Letter		Yes
Supporting Document	Response to Previous Disapproval		Yes
Form	Cover Page		Yes
Form	Common Policy Declarations		Yes
Form	Schedule of Forms and Endorsements		Yes
Form	Change Endorsement		Yes
Form	Commercial General Liability Coverage Part Supplemental Declarations		Yes
Form (revised)	Public Entity Enhanced General Liability Extension Endorsement - New York		Yes
Form	Public Entity Enhanced General Liability Extension Endorsement - New York		Yes
Form	Public Entity Enhanced General Liability Extension Endorsement - New York		Yes
Form	Public Entity Enhanced General Liability Extension Endorsement - New York		Yes
Form	Public Entity Employee Benefit Liability		Yes
Form	Exclusion-Dams		Yes
Form	Punitive or Exemplary Damage Exclusion		Yes
Form	Asbestos Exclusion		Yes
Form	Lead Contamination Exclusion		Yes
Form	Fellow Employee Coverage		Yes

SERFF Tracking #:

HINC-131131318

State Tracking #:

R2017003713

Company Tracking #:

H-PE-LIAB-2017

State: New York

Filing Company:

Hudson Insurance Company

TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1001 Commercial General Liability

Product Name: Other Liability

Project Name/Number: Hudson Public Entity Portfolio Program/H-PE-LIAB-2017

Schedule	Schedule Item	Schedule Item Status	Public Access
Form (revised)	Emergency Service Organization Pollution Liability Coverage		Yes
Form	Emergency Service Organization Pollution Liability Coverage		Yes
Form	Failure to Supply Utilities - Limited Liability Coverage		Yes
Form	Self Insured Retention Endorsement		Yes
Form (revised)	Sexual Abuse and Molestation Endorsement		Yes
Form	Sexual Abuse and Molestation Endorsement		Yes
Form (revised)	Emergency Service Organization Off-Premises Pollution Liability Coverage		Yes
Form	Emergency Service Organization Off-Premises Pollution Liability Coverage		Yes
Form	Injury to Volunteer Firefighters		Yes
Form	School Nurses Professional Liability		Yes
Rate (revised)	Public Entity Portfolio Package Manual		Yes
Rate	Public Entity Portfolio Package Manual		Yes
Rate	Public Entity Portfolio Package Manual		Yes

State: New York **Filing Company:** Hudson Insurance Company
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Product Name: Other Liability
Project Name/Number: Hudson Public Entity Portfolio Program/H-PE-LIAB-2017

Objection Letter

Objection Letter Status	Pending
Objection Letter Date	12/01/2017
Submitted Date	12/01/2017
Respond By Date	12/07/2017

Dear Carol Selleck,

Introduction:

This refers to your September 28, 2017 submission and your subsequent correspondence dated November 13 and 20, 2017 amending said filing. As result of further review, we have the following comment:

Instead of answering our Objection regarding the Change Endorsement UT-244, the company changed the form to a New York specific endorsement and added some additional items. (In fact, now the proposed rule does not include reference to ALL of the things that may be changed on the proposed form.) The new form did not resolve the Department objection. The company must address the issue that we raised in our Objection Letter November 15, 2017 along with amending the rule for the Change Endorsement with to indicate that mid-term changes will not be made to restrict coverage. As an example of an acceptable rule, please review ISO rule pages for ISO's Policy Changes Endorsement IL 12 01 for reference and revise the company's proposed rule page accordingly.

Conclusion:

We await your prompt reply. In the meantime, the captioned filing is not approved in New York. Please be advised that pursuant to the Second Supplement to Circular Letter No. 11, dated December 20, 1999 a substantive reply must be provided by the company within 7 days of the date of this letter. If such response is not received, the file will be considered withdrawn, and closed accordingly without further communication. Should the company wish this Department to again review the subject matter of this filing, a new submission, that addresses the outstanding issues included in this correspondence, must be made in accordance with the provisions of the Circular Letter.

Sincerely,

Horace Sumpter

State: New York **Filing Company:** Hudson Insurance Company
TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1001 Commercial General Liability
Product Name: Other Liability
Project Name/Number: Hudson Public Entity Portfolio Program/H-PE-LIAB-2017

Objection Letter

Objection Letter Status	Pending
Objection Letter Date	11/15/2017
Submitted Date	11/15/2017
Respond By Date	11/21/2017

Dear Carol Selleck,

Introduction:

This has further reference to the company's response of November 13, 2017.

- 1. The company is providing legal defense for an action that is not covered on page 1 item D.2.a. of endorsement Sexual Abuse and Molestation Endorsement CL CG 00 06 NY. Please read Regulation 162 regarding Legal Services Insurance and respond to item 1 of our November 1, 2017 Objection Letter.*
- 2. Regarding item 3 of our November 1, 2017 Objection Letter, please delete "reported to us within six months..." If it is not there to apply for the coverage trigger, please delete the phrase since it is only causing confusion. As long as the events and expenses occurred within the policy period, there is no need for the phrase.*

Conclusion:

We await your prompt reply. In the meantime, the captioned filing is not approved in New York. Please be advised that pursuant to the Second Supplement to Circular Letter No. 11, dated December 20, 1999 a substantive reply must be provided by the company within 7 days of the date of this letter. If such response is not received, the file will be considered withdrawn, and closed accordingly without further communication. Should the company wish this Department to again review the subject matter of this filing, a new submission, that addresses the outstanding issues included in this correspondence, must be made in accordance with the provisions of the Circular Letter.

Sincerely,

Horace Sumpter

State: New York **Filing Company:** Hudson Insurance Company
TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1001 Commercial General Liability
Product Name: Other Liability
Project Name/Number: Hudson Public Entity Portfolio Program/H-PE-LIAB-2017

Objection Letter

Objection Letter Status	Pending
Objection Letter Date	11/01/2017
Submitted Date	11/01/2017
Respond By Date	11/15/2017

Dear Carol Selleck,

Introduction:

This refers to your September 28, 2017 resubmission of Department file number R2017002149 for further review. As a result of the further review, we have the following comments:

1. Regarding Sexual Abuse and Molestation Endorsement CL CG 00 06 NY on page 1 item D.2.a., the last sentence of paragraph a. is consider Legal Services. Please note that pursuant to Section 71.3(f) of Department Regulation No. 107, Legal services insurance that is a part of a policy of liability insurance that contains a provision reducing the limits of liability by the costs of legal defense, in accordance with the provisions of this Part, may reduce the per claim or aggregate liability limits of the liability policy if the policy limits are not reduced by greater than 25%. Please confirm and demonstrate that the Company intends to comply with this provision.
2. Regarding Public Entity Enhanced General Liability Extension Endorsement - New York PE-331s NY , please delete "reimburse you" and replace it with "pay on behalf of."
3. Please delete "within six months" from item A.1.a.(2) since this is an occurrence policy.
4. Regarding Emergency Service Organization Pollution Liability Coverage GL-126s NY and Emergency Service Organization Off-Premises Pollution Liability Coverage PE-150s NY on the first page paragraph beginning "However, this insurance...", this provision indicates that coverage doesn't apply to claims that are covered under any subsequent (or prior) insurance purchased by the insured, or to claims that would be covered under such insurance but for the exhaustion of the amount of such insurance applicable to such claims. It would appear that the purpose of this provision is to prevent the stacking of multiple policies, which is not permitted. Please note that coverage provided should be excess over any other valid and collectible insurance available to the Insured.
5. The proposed Change Endorsement UT-244L-NY requires a manual rule. Please revise and resubmit.

Conclusion:

We await your prompt reply. In the meantime, the captioned filing is not approved in New York. Please be advised that pursuant to the Second Supplement to Circular Letter No. 11, dated December 20, 1999 a substantive reply must be provided by the company within 10 days of the date of this letter. If such response is not received, the file will be considered withdrawn, and closed accordingly without further communication. Should the company wish this Department to again review the subject matter of this filing, a new submission, that addresses the outstanding issues included in this correspondence, must be made in accordance with the provisions of the Circular Letter.

Sincerely,
Horace Sumpter

State: New York **Filing Company:** Hudson Insurance Company
TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1001 Commercial General Liability
Product Name: Other Liability
Project Name/Number: Hudson Public Entity Portfolio Program/H-PE-LIAB-2017

Response Letter

Response Letter Status Submitted to State
 Response Letter Date 12/05/2017
 Submitted Date 12/05/2017

Dear Horace Sumpster,

Introduction:

Response 1

Comments:

In response to your objection, attached is amended rule for the Change Endorsement UT-244L NY.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

Rate Schedule Item Changes					
Item No.	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing Number	Date Submitted
1	Public Entity Portfolio Package Manual	HIC-PEPP-RRF-GL-NY (04-2017)	New		12/05/2017 By: Carol Selleck
<i>Previous Version</i>					
1	Public Entity Portfolio Package Manual	HIC-PEPP-RRF-GL-NY (04-2017)	New		11/13/2017 By: Carol Selleck
<i>Previous Version</i>					
1	Public Entity Portfolio Package Manual	HIC-PEPP-RRF-GL-NY (04-2017)	New		09/28/2017 By: Carol Selleck

Conclusion:

Thank you,

Carol

Sincerely,

Carol Selleck

SERFF Tracking #:

HINC-131131318

State Tracking #:

R2017003713

Company Tracking #:

H-PE-LIAB-2017

State:

New York

Filing Company:

Hudson Insurance Company

TOI/Sub-TOI:

17.1 Other Liability-Occ Only/17.1001 Commercial General Liability

Product Name:

Other Liability

Project Name/Number:

Hudson Public Entity Portfolio Program/H-PE-LIAB-2017

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	11/20/2017
Submitted Date	11/20/2017

Dear Horace Sumpster,

Introduction:

Thank you for your patience.

Response 1

Comments:

Objection 1. - The company is providing legal defense for an action that is not covered on page 1 item D.2.a. of endorsement Sexual Abuse and Molestation Endorsement CL CG 00 06 NY. Please read Regulation 162 regarding Legal Services Insurance and respond to item 1 of our November 1, 2017 Objection Letter. Response: The last sentence of paragraph D.2.a. is deleted. Please see the attached revised endorsement CL CG 00 06 NY.

Objection 2. - Regarding item 3 of our November 1, 2017 Objection Letter, please delete "reported to us within six months..." If it is not there to apply for the coverage trigger, please delete the phrase since it is only causing confusion. As long as the events and expenses occurred within the policy period, there is no need for the phrase. Response: The phrase reported to us within six months is deleted. Please see the attached revised endorsement PE-331s NY.

Changed Items:

No Supporting Documents changed.

State: New York

Filing Company:

Hudson Insurance Company

TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1001 Commercial General Liability

Product Name: Other Liability

Project Name/Number: Hudson Public Entity Portfolio Program/H-PE-LIAB-2017

Form Schedule Item Changes

Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	Public Entity Enhanced General Liability Extension Endorsement - New York	PE-331s NY	(11-17)	END	New		0.000	PE-331s NY (11-17) Public Entity Enhanced General Liability Extension End - NY.pdf	Date Submitted: 11/20/2017 By: Carol Selleck
<i>Previous Version</i>									
1	Public Entity Enhanced General Liability Extension Endorsement - New York	PE-331s NY	(11-17)	END	New		0.000	PE-331s NY (11-17) Final.pdf	Date Submitted: 11/13/2017 By: Carol Selleck
<i>Previous Version</i>									
1	Public Entity Enhanced General Liability Extension Endorsement - New York	PE-331s NY	(9-17)	END	New		0.000	PE-331s NY (9-17).pdf	Date Submitted: 09/28/2017 By: Carol Selleck
2	Sexual Abuse and Molestation Endorsement	CL CG 00 06 NY	11 17	END	New		0.000	CG 00 06 NY Sexual Abuse or Molestation - New York.pdf	Date Submitted: 11/20/2017 By: Carol Selleck
<i>Previous Version</i>									
2	Sexual Abuse and Molestation NY Endorsement	CL CG 00 06 NY	09 17	END	New		0.000	CG 00 06 NY 09-17.pdf	Date Submitted: 09/28/2017 By: Carol Selleck

No Rate/Rule Schedule items changed.

Conclusion:

Thank you,

Carol

SERFF Tracking #:

HINC-131131318

State Tracking #:

R2017003713

Company Tracking #:

H-PE-LIAB-2017

State:

New York

Filing Company:

Hudson Insurance Company

TOI/Sub-TOI:

17.1 Other Liability-Occ Only/17.1001 Commercial General Liability

Product Name:

Other Liability

Project Name/Number:

Hudson Public Entity Portfolio Program/H-PE-LIAB-2017

Sincerely,

Carol Selleck

State: New York **Filing Company:** Hudson Insurance Company
TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1001 Commercial General Liability
Product Name: Other Liability
Project Name/Number: Hudson Public Entity Portfolio Program/H-PE-LIAB-2017

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	11/13/2017
Submitted Date	11/13/2017

Dear Horace Sumpter,

Introduction:

Thank you for your review.

Response 1

Comments:

1. As per paragraph (d) of 11 NYCRR 262.0, Legal services insurance does not include defense-only coverage that is incident to a claim of legal liability if that claim could be covered under a liability insurance policy written in New York. The last sentence of paragraph a. states that a defense coverage may be provided for a claim alleging sexual abuse. We do not believe form CL CG 00 06 NY provides coverage for legal services. We would like to ask for your reconsideration of this item.
2. We deleted reimburse language and replaced it with pay on behalf of. Please see the attached revised form PE-331s NY.
3. Both the crisis event and the crisis management emergency response expenses must take place/be incurred during the policy period. With respect to the "within six months" language, it is the time period to report the expenses and does not apply to the coverage trigger. Could you please clarify why within six months language needs to be deleted?
4. Regarding this objection and your follow up note, these forms have been deleted.
5. We have added Rule 1.07 POLICY CHANGES which clarifies use of this endorsement. Revised Rates & Rules Manual is attached.

Changed Items:

No Supporting Documents changed.

State: New York

Filing Company: Hudson Insurance Company

TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1001 Commercial General Liability

Product Name: Other Liability

Project Name/Number: Hudson Public Entity Portfolio Program/H-PE-LIAB-2017

Form Schedule Item Changes

Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	Public Entity Enhanced General Liability Extension Endorsement - New York	PE-331s NY	(11-17)	END	New		0.000	PE-331s NY (11-17) Final.pdf	Date Submitted: 11/13/2017 By: Carol Selleck

Previous Version

1	Public Entity Enhanced General Liability Extension Endorsement - New York	PE-331s NY	(9-17)	END	New		0.000	PE-331s NY (9-17).pdf	Date Submitted: 09/28/2017 By: Carol Selleck
2	Emergency Service Organization Pollution Liability Coverage	GL-126s NY	(9-17)	END	Withdrawn	Previous Filing Number: Replace d Form Number:	0.000		Date Submitted: 11/13/2017 By: Carol Selleck

Previous Version

2	Emergency Service Organization Pollution Liability Coverage	GL-126s NY	(9-17)	END	New		0.000	GL-126s NY (9-17) Emergency Service.pdf	Date Submitted: 09/28/2017 By: Carol Selleck
3	Emergency Service Organization Off-Premises Pollution Liability Coverage	PE-150s NY	(9-17)	END	Withdrawn	Previous Filing Number: Replace d Form Number:	0.000		Date Submitted: 11/13/2017 By: Carol Selleck

Previous Version

3	Emergency Service Organization Off-Premises	PE-150s NY	(9-17)	END	New		0.000	PE-150s NY (9-17) Emergency Service - NY.pdf	Date Submitted: 09/28/2017 By: Carol Selleck
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SERFF Tracking #:

HINC-131131318

State Tracking #:

R2017003713

Company Tracking #:

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Product Name: Other Liability

Project Name/Number: Hudson Public Entity Portfolio Program/H-PE-LIAB-2017

Form Schedule Item Changes

Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
	<i>Pollution Liability Coverage</i>								

Rate Schedule Item Changes

Item No.	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing Number	Date Submitted
1	Public Entity Portfolio Package Manual	HIC-PEPP-RRF-GL-NY (04-2017)	New		11/13/2017 By: Carol Selleck
<i>Previous Version</i>					
1	<i>Public Entity Portfolio Package Manual</i>	<i>HIC-PEPP-RRF-GL-NY (04-2017)</i>	<i>New</i>		<i>09/28/2017 By: Carol Selleck</i>

Conclusion:

Thank you,

Carol

Sincerely,

Carol Selleck

State: New York

Filing Company:

Hudson Insurance Company

TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1001 Commercial General Liability

Product Name: Other Liability

Project Name/Number: Hudson Public Entity Portfolio Program/H-PE-LIAB-2017

Amendment Letter

Submitted Date: 11/20/2017

Comments:

We apologize for attaching the incorrect endorsement. The previous version had the wording "and reported" in the revised paragraph. It has been deleted.

Changed Items:

Form Schedule Item Changes

Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	Public Entity Enhanced General Liability Extension Endorsement - New York	PE-331s NY	(11-17)	END	New		0.000	PE-331s NY (11-17) Public Entity Enhanced GL Extension End - NY - Final.pdf	Date Submitted: 11/20/2017 By:
<i>Previous Version</i>									
1	Public Entity Enhanced General Liability Extension Endorsement - New York	PE-331s NY	(11-17)	END	New		0.000	PE-331s NY (11-17) Public Entity Enhanced General Liability Extension End - NY.pdf	Date Submitted: 11/20/2017 By: Carol Selleck
<i>Previous Version</i>									
1	Public Entity Enhanced General Liability Extension Endorsement - New York	PE-331s NY	(11-17)	END	New		0.000	PE-331s NY (11-17) Final.pdf	Date Submitted: 11/13/2017 By: Carol Selleck
<i>Previous Version</i>									
1	Public Entity Enhanced General Liability Extension Endorsement - New York	PE-331s NY	(9-17)	END	New		0.000	PE-331s NY (9-17).pdf	Date Submitted: 09/28/2017 By: Carol Selleck

No Rate Schedule Items Changed.

SERFF Tracking #:

HINC-131131318

State Tracking #:

R2017003713

Company Tracking #:

H-PE-LIAB-2017

State:

New York

Filing Company:

Hudson Insurance Company

TOI/Sub-TOI:

17.1 Other Liability-Occ Only/17.1001 Commercial General Liability

Product Name:

Other Liability

Project Name/Number:

Hudson Public Entity Portfolio Program/H-PE-LIAB-2017

No Supporting Documents Changed.

State: New York **Filing Company:** Hudson Insurance Company
TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1001 Commercial General Liability
Product Name: Other Liability
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Note To Filer

Created By:

Horace Sumpter on 11/07/2017 01:11 PM

Last Edited By:

Horace Sumpter

Submitted On:

12/21/2017 09:48 AM

Subject:

Addendum to our Objection Letter dated November 1, 2017

Comments:

Regarding this paragraph, "This insurance applies to "bodily injury" and "property damage" only if a claim for damages is first made against any insured during the policy period." in both GL-126s NY (9-17) AND PE-150s NY (9-17), this provision is not permitted on liability policies. As such, it should it should be deleted.

We await your prompt reply. In the meantime, the captioned filing is not approved in New York. Please be advised that pursuant to the Second Supplement to Circular Letter No. 11, dated December 20, 1999 a substantive reply must be provided by the company no later than November 15, 2017. If such response is not received, the file will be considered withdrawn, and closed accordingly without further communication. Should the company wish this Department to again review the subject matter of this filing, a new submission, that addresses the outstanding issues included in this correspondence, must be made in accordance with the provisions of the Circular Letter.

State: New York

Filing Company:

Hudson Insurance Company

TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1001 Commercial General Liability

Product Name: Other Liability

Project Name/Number: Hudson Public Entity Portfolio Program/H-PE-LIAB-2017

Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Cover Page	UTI-COVPG	(1-16)	OTH	New		0.000	UTI-COVPG (01-16) Cover Page.pdf
2		Common Policy Declarations	PE-D-4	(3-17)	DEC	New		0.000	PE-D-4 (3-17) Common Policy Declarations.pdf
3		Schedule of Forms and Endorsements	UT-SP-2L	(12-95)	DEC	New		0.000	UT-SP-2 (12-95) Schedule of Forms and Endorsements.pdf
4		Change Endorsement	UT-244L-NY	(9-17)	END	New		0.000	UT-244L-NY (9-17).pdf
5		Commercial General Liability Coverage Part Supplemental Declarations	PE-SD-4	(6-13)	DEC	New		0.000	PE-SD-4 (6-13) CGL Supplemental Dec.pdf
6		Public Entity Enhanced General Liability Extension Endorsement - New York	PE-331s NY	(11-17)	END	New		0.000	PE-331s NY (11-17) Public Entity Enhanced GL Extension End - NY - Final.pdf
7		Public Entity Employee Benefit Liability	PE-335s NY	(9-17)	END	New		0.000	PE-335s NY (9-17).pdf
8		Exclusion-Dams	PE-328s	(4-17)	END	New		0.000	PE-328s (4-17) Exclusion - Dams.pdf
9		Punitive or Exemplary Damage Exclusion	UT-74g	(4-17)	END	New		0.000	UT-74g (4-17) Punitive or Exemplary Damage.pdf
10		Asbestos Exclusion	UT-266g	(4-17)	END	New		0.000	UT-266g (4-17) Asbestos Exclusion.pdf
11		Lead Contamination Exclusion	UT-267g	(5-98)	END	New		0.000	UT-267g (5-98) Lead Exclusion.pdf

State: New York

Filing Company:

Hudson Insurance Company

TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1001 Commercial General Liability

Product Name: Other Liability

Project Name/Number: Hudson Public Entity Portfolio Program/H-PE-LIAB-2017

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
12		Fellow Employee Coverage	GL-120s	(6-11)	END	New			0.000	GL 120s 06-11.pdf
13		Emergency Service Organization Pollution Liability Coverage	GL-126s NY	(9-17)	END	Withdrawn	Previous Filing Number:		0.000	
							Replaced Form Number:			
14		Failure to Supply Utilities - Limited Liability Coverage	PE-319s	(4-17)	END	New			0.000	PE-319s (4-17).pdf
15		Self Insured Retention Endorsement	GL-155s	(10-14)	END	New			0.000	GL-155s.pdf
16		Sexual Abuse and Molestation Endorsement	CL CG 00 06 NY	11 17	END	New			0.000	CG 00 06 NY Sexual Abuse or Molestation - New York.pdf
17		Emergency Service Organization Off-Premises Pollution Liability Coverage	PE-150s NY	(9-17)	END	Withdrawn	Previous Filing Number:		0.000	
							Replaced Form Number:			
18		Injury to Volunteer Firefighters	PE-153s	(4-17)	END	New			0.000	PE-153s (4-17) volunteer fire fighters.pdf
19		School Nurses Professional Liability	PEI-41s	(4-17)	END	New			0.000	PEI 41s 4-17 School Nurses.pdf

Form Type Legend:

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



Underwritten by: Hudson Insurance Company
100 William Street
New York, NY 10038

1-212-978-2800

In Witness Whereof, the Company has caused this policy to be executed and attested.

Dina G. Daskalakis
Secretary

Christopher L. Gallagher
President

The information contained herein replaces any similar information contained elsewhere in the policy.

Hudson Insurance Company

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No. _____ Effective Date _____

12:01 A.M. Standard Time

Named Insured _____ Agent No. _____

Hudson Insurance Company

CHANGE ENDORSEMENT NO. _____

Policy No.: _____ Effective Date: _____
(12:01 A.M. Standard Time)

Named Insured: _____

COVERAGE PART INFORMATION—Coverage parts affected by this change as indicated by below:

- Commercial Property
- Commercial General Liability
- Commercial Crime
- Commercial Inland Marine

CHANGE DESCRIPTION

It is understood and agreed the following:

- | | | |
|---|---|---|
| <input type="checkbox"/> Name of Insured | <input type="checkbox"/> Address of Insured | <input type="checkbox"/> Policy Number |
| <input type="checkbox"/> Effective Date | <input type="checkbox"/> Covered Collateral | <input type="checkbox"/> Coverage Limit |
| <input type="checkbox"/> Additional Insured | <input type="checkbox"/> Auto | <input type="checkbox"/> Property |
| <input type="checkbox"/> Equipment | <input type="checkbox"/> Loss Payee | |

is amended, added or deleted as follows:

PREMIUM CHANGE

Additional \$ _____ Return \$ _____

AUTHORIZED REPRESENTATIVE

DATE

Hudson Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL DECLARATIONS OCCURRENCE COVERAGE

These supplemental declarations form a part of policy number: _____

COVERAGE	LIMITS OF LIABILITY
Each Occurrence Limit.....	\$ _____
Personal Injury And Advertising Injury Limit	\$ _____ any one person or organization
Damage to Premises Rented To You Limit.....	\$ _____ any one premises
Medical Expense Limit	\$ _____ any one person
General Aggregate Limit (other than Products/Completed Operations) \$	_____
Products/Completed Operations Aggregate Limit.....	\$ _____

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 DECLARATION TOGETHER WITH THE COMMON POLICY DECLARATIONS,
COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS COMPLETE
THE ABOVE-NUMBERED POLICY.

Hudson Insurance 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.

**PUBLIC ENTITY
ENHANCED GENERAL LIABILITY EXTENSION ENDORSEMENT — NEW YORK**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. SCHEDULE OF ADDITIONAL COVERAGES AND LIMITS

This endorsement is subject to the provisions of the policy to which it is attached. The following are added to **SECTION I—COVERAGES**:

Additional Coverages	Each Occurrence	Coverage Aggregate
Crisis Management Emergency Response Expenses	\$10,000	\$30,000
Workplace Violence Counseling	\$10,000	\$30,000

1. ADDITIONAL COVERAGES

a. Crisis Management Emergency Response Expenses

- (1)** We will pay on behalf of the Insured for “crisis management emergency response expenses” incurred because of a “crisis event” to which this insurance applies. The “crisis event” must take place during the policy period and within the coverage territory. The amount of such payment is limited to \$10,000 per occurrence subject to a \$30,000 coverage aggregate. No other obligation or liability to pay sums or perform acts or services is covered. No deductible applies to this coverage.
- (2)** We will pay on behalf of the Insured only those “crisis management emergency response expenses” which are incurred during the policy period as shown in the Declarations of the policy to which this coverage is attached.

b. Workplace Violence Counseling

In the event that “workplace violence” occurs at any of the insured’s premises during the policy period, the Company will pay on behalf of the Insured for expenses incurred for the emotional counseling of any employee, temporary worker or volunteer worker of the Insured during the policy period. The limit for this coverage will be \$10,000 per occurrence subject to a \$30,000 coverage aggregate. No deductible applies to this coverage.

2. LIMITS OF LIABILITY

- a. When coverage is provided by this endorsement and any other coverage form or endorsement attached to this policy, we will pay only for the amount of covered loss or damage in excess of the amount due from that other valid and collectible insurance. But we will not pay more than the applicable Limit of Liability.
- b. If this policy and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same occurrence, offense, wrongful act, accident or loss, either on excess or primary basis, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the coverage parts or covering on the same basis.
- c. Limit of Liability or Limits of Insurance identified in the **SCHEDULE OF ADDITIONAL COVERAGES AND LIMITS** of this endorsement are not excess of, but are in addition to the applicable Limits of Insurance stated in the Declarations.
- d. The coverage aggregate limits shown in the **SCHEDULE OF ADDITIONAL COVERAGES AND LIMITS** of this endorsement are the most we will pay for the Additional Coverages to which this endorsement applies, regardless of the number of:
 - (1) Insureds;
 - (2) "Crisis events"; or "Workplace Violence" offenses; or
 - (3) Persons or organizations making claims or bringing "suits."

B. The **Exclusions** section is amended as follows:

1. The following exclusions are added to **SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE**, paragraph 2. **Exclusions**:

This insurance does not apply to:

a. **Lawyer's Professional Liability**

Any injury or damage arising out of the rendering or failure to render professional services, by any person acting in the capacity as a lawyer.

b. **Landfills**

"Bodily injury," "property damage," "personal and advertising injury" arising out of:

- (1) The ownership, maintenance or use of the landfill shown in the schedule or any property located on these premises;
- (2) Operations on those premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of those premises; or
- (3) Goods or products manufactured at, or distributed from those premises.

However, this exclusion does not apply to:

- (a) Your liability for "bodily injury" occurring on these landfills; or
- (b) Your liability for "property damage" to non-owned autos on these landfills.

c. **Airports**

"Bodily injury," "property damage," "personal and advertising injury" arising out of activities at any airfield, runway, hangar, airport, airpark, heliport, or similar property that you own, operate, use, maintain, license, permit, or inspect, or located on any property you rent or lease, including a sublease.

d. Jails

“Bodily injury,” “property damage,” “personal and advertising injury” arising out of the operation, maintenance or use of any jail, jail premises, holding cell or detention cell.

e. Eminent Domain

Any injury or damage arising out of or resulting from a taking that involves or is in any way related to the principles of eminent domain, inverse condemnation, adverse possession, right of prescription or dedication by adverse use or by whatever name used, whether claim(s) is made directly against any insured or by virtue of any agreement entered into by or on behalf of any insured.

2. The following is added to SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE, paragraph 2. Exclusions, exclusion c. Liquor Liability:

However, this exclusion does not apply to “bodily injury” or “property damage” arising out of the selling, serving or furnishing of alcoholic beverages at functions or activities that:

- a.** Do not exceed five consecutive days in duration per activity or function; and
- b.** Are sponsored by you or others on your behalf.

As long as the total number of all activities or functions does not exceed ten (10) calendar days per policy period.

3. Under SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE, paragraph 2. Exclusions, exclusion e. Employers Liability, subparagraph (1), item (b) is replaced by:

- (b)** Performing duties related to the conduct of the insured’s business, except with respect to the rendering or failure to render emergency aid or emergency paramedical services to “employees” of the insured by any nurse, emergency medical technician, or paramedic who is employed by the insured to provide such services; or

4. Under SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE, paragraph 2. Exclusions, exclusion f. Pollution, the following is added to paragraph (1) item (d):

However, subparagraph (d) does not apply to the storage, application, or use of any pesticide herbicide, fungicide, or fertilizer by you or on your behalf, if such application or use meets all standards of any statute, ordinance, regulation, or license requirement of any federal, state, or local government which apply to those operations. This includes, but is not limited to, the use of such substances in the treatment of sewage facilities, swimming pools, or water utilities.

5. The following are added to SECTION I—COVERAGES, COVERAGE C—MEDICAL PAYMENTS, paragraph 2. Exclusions:

We will not pay expenses for “bodily injury” to any inmate, patient or prisoner who is being treated, cared for, detained or imprisoned in any of your facilities.

C. Under SECTION I—COVERAGES, SUPPLEMENTARY PAYMENTS—COVERAGES A AND B, paragraph 1., subparagraph b. and d. are replaced by:

- 1.** Up to \$2,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this Coverage Form applies. We do not have to furnish these bonds.

2. 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 \$1,000 per day because of time off from work.

D. SECTION II—WHO IS AN INSURED is replaced by:

1. Each of the following is an insured:
 - a. You;
 - b. Any commission, board, authority, administrative department or other similar unit operated by or under your jurisdiction;
 - c. Your “employees” and authorized volunteers, including emergency medical technicians and paramedics; but only for acts within the scope of their employment as authorized by you or as covered under paragraph 2. **Who Is An Insured Extension—Good Samaritan Liability** of this section **D**. However, none of these “employees” or authorized volunteers is an insured for:
 - (1) “Bodily injury” or “personal and advertising injury” to co-“employees” or volunteers while in the course of their employment or while acting on your behalf, except for “bodily injury” arising out of the administration of emergency aid, as authorized by you, by one “employee” or volunteer to another;
 - (2) “Bodily injury” or “personal and advertising injury” arising out of providing or failing to provide professional health care services, but only if the “employee” or volunteer is licensed as a physician, dentist, psychiatrist or nurse; or
 - (3) “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:
 - (i) You; or
 - (ii) Any of your “employees”;
 - d. Any duly elected or appointed officials and members of your governing body;
 - e. Any person or organization with whom you agreed, pursuant to a written or oral “insured contract,” to provide insurance such as is afforded under this Coverage Form, but only with respect to your operations, “your work,” or facilities owned or used by you.

This provision applies only:

- (1) If the injury or damage occurs subsequent to the execution of such “insured contract”; and
- (2) While such “insured contract” is in force, or until the end of the policy period, whichever is earlier; and
- (3) To any person or organization not insured under any endorsements forming a part of this policy.

In addition to the foregoing, none of the following are insureds:

- (a) Lessors of equipment with respect to injury or damage arising out of such lessors’ sole negligence;
- (b) Owners, managers, or lessors of land or premises, with respect to:
 - (i) Any “occurrence” or offense which takes place after you cease to lease such land, or you cease to be a tenant in that premises; or

- (ii) Structural alterations, new construction or demolition operations performed by or on their behalf.
- f. Any organization you newly acquire or form, other than a joint venture, 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:
 - (1) Coverage under this provision is afforded only until the one hundred twentieth (120th) day after you acquire or form the organization, or the end of the policy period, whichever is earlier.
 - (2) Coverage does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization.
 - (3) Coverage does not apply to “personal and advertising injury” arising out of an offense committed before you acquired or formed the organization.
 - (4) Coverage does not apply to “employee benefits injury” arising out of an offense committed before you acquired or formed the organization.
 - (5) We reserve the right within the one hundred twenty (120) day coverage period to endorse your policy to exclude coverage for the new organization; we will provide thirty (30) days’ notice before such new organization is excluded.

We may make an additional premium charge for the new organization for any period covered, including the first one hundred twenty (120) days.

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

2. Who Is An Insured Extension—Good Samaritan Liability

Your employed and authorized volunteer nurses, volunteer firefighters, emergency medical technicians and paramedics are additional insureds for actions which they render or fail to render at the scene of an accident or medical emergency requiring sudden action for humanitarian reasons.

The scene of such accident or medical emergency may be outside the scope of their employment with you or outside your jurisdiction.

However, this insurance will not apply if the nurses, emergency medical technicians, and paramedics are performing those actions on behalf of another medical emergency organization for which they may be either “employees” or volunteers.

E. Under SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit, subparagraph a. is replaced by:

- 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 under this policy. This requirement applies only when such “occurrence” or offense is known to any of the following:
 - (1) You;
 - (2) Any “executive officer” or insurance manager of an insured; or
 - (3) Any elected or appointed official, if an insured is a political subdivision or public entity.

F. SECTION V—DEFINITIONS is amended as follows:

1. The following definitions are added:

- a. “Crisis Event” means an occurrence resulting from a man-made emergency situation, which results in significant adverse regional or national media coverage about you including, but not limited to:

- (1) Intentional acts, except those committed by you or your employees, such as arson, a bombing, the taking of hostages, a mass shooting, or terrorism (if coverage under the Terrorism Risk Insurance Act is elected under the policy);
 - (2) A building, structure or equipment collapse not caused by an act of nature;
 - (3) An automobile, watercraft or aircraft accident;
 - (4) Spread of food-borne illness; or
 - (5) An explosion.
- b. "Crisis Management Emergency Response Expenses" mean those expenses incurred for services provided by a "crisis management firm." However, "crisis management emergency response expenses" shall not include compensation, fees, benefits, overhead, charges or expenses of any insured or any of your employees, nor shall "crisis management emergency response expenses" include any expenses that are payable on your behalf or reimbursable to you under any other valid and collectible insurance.
 - c. "Crisis Management Firm" means any service provider you hire that is acceptable to us. Our consent will not be unreasonably withheld.
 - d. "Workplace Violence," means any intentional use of or threat to use deadly force by any person, with intent to cause harm and that results in bodily injury, or death of a member of the Insured or any other person while on the insured's premises.
2. Definition 3. "Bodily Injury" is replaced by:
 3. "Bodily injury" means bodily injury, mental anguish, emotional distress, sickness or disease sustained by any person, including death resulting from any of these at any time.

AUTHORIZED REPRESENTATIVE

DATE

Hudson Insurance 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.

PUBLIC ENTITY EMPLOYEE BENEFIT LIABILITY — NEW YORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Coverage	Limits of Liability
Employee Benefits Programs	\$ _____ Each Employee \$ _____ Aggregate

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

COVERAGE—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 even if the allegations of the “suit” are groundless, false or fraudulent. However, we will have no duty to defend the insured against any “suit” seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any “claim” or “suit” that may result. But:

- (1)** The amount we will pay for damages is limited as described in Paragraph **D. (SECTION III—LIMITS OF INSURANCE)** of this endorsement; 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 of the Commercial General Liability Coverage Form.

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 takes place in the “coverage territory,” and;
- (3)** The act, error or omission occurs during the policy period.

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2. Exclusions

This insurance does not apply to:

a. Dishonest, Fraudulent, Criminal Or Malicious Acts

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 but not limited to 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 the following applies to the **SUPPLEMENTAL PAYMENTS—COVERAGES A AND B**:
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, **SECTION II—WHO IS AN INSURED** is replaced by the following:
1. You.
 2. Any commission, board, authority, administration department or other similar unit operated by or under your jurisdiction who is or was authorized to administer your “employee benefit program.”
 3. Each of your “employees” who is or was authorized to administer your “employee benefit program.”
 4. Any duly elected or appointed officials and members of your governing body who is or was authorized to administer your “employee benefit program.”
 5. Any organization you newly acquire or form, other than a joint venture or, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the one hundred twentieth (120th) 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, **SECTION III—LIMITS OF INSURANCE** is replaced by the following:
1. **Limits Of Insurance**
 - a. The Limits of Insurance shown in the Schedule of this endorsement 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 “employee’s” 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.

E. For the purposes of the coverage provided by this endorsement, Conditions **2.** and **4.** of **SECTION IV—COMMERCIAL GENERAL LIABILITY 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.

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 and that applies to an act, error or omission.
- (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.

F. For the purposes of the coverage provided by this endorsement, the following definitions are added to the SECTION V—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.** “Claim” 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.
- 4.** “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; tuition assistance plans; transportation and health club subsidies; and
 - e. Any other similar benefits designated in the Schedule or added thereto by endorsement.
- G.** For the purposes of the coverage provided by this endorsement, Definitions **5.** and **18.** in the **Definitions** section are replaced by the following:
- 5.** “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.”
 - 18.** “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.

AUTHORIZED REPRESENTATIVE

DATE

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Hudson Insurance 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.

EXCLUSION—DAMS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Description And Location Of Premises:
--

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

[If left blank this exclusion applies in all states to all dams]:

The following exclusion is added to paragraph 2. **Exclusions of SECTION I—COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and paragraph 2. **Exclusions of SECTION I—COVERAGE B—PERSONAL AND ADVERTISING INJURY LIABILITY:**

This insurance does not apply to “bodily injury,” “property damage” or “personal and advertising injury” which result in the rupture, bursting, overtopping, accidental discharge, or structural failure of any dam, levee, or dike that you own, operate, use, maintain, license, permit or inspect, or located on any property you rent or lease including a sublease.

AUTHORIZED REPRESENTATIVE

DATE

Hudson Insurance 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.

PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

In consideration of the premium charged, it is agreed that this policy does not apply to a claim of or indemnification for punitive or exemplary damages.

Punitive or exemplary damages also include any damages awarded pursuant to statute in the form of double, treble or other multiple damages in excess of compensatory damages.

If suit is brought against any insured for a claim falling within coverage provided under the policy, seeking both compensatory and punitive or exemplary damages, then the Company will afford a defense to such action; however, the Company will have no obligation to pay for any costs, interest or damages attributable to punitive or exemplary damages.

AUTHORIZED REPRESENTATIVE

DATE

Hudson Insurance 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.

ASBESTOS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This policy does not apply to:

- (1) Damages 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.

AUTHORIZED REPRESENTATIVE

DATE

Hudson Insurance 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.

LEAD CONTAMINATION EXCLUSION

This policy does not apply to:

1. Any damages arising out of the ingestion, inhalation or absorption of lead in any form.
2. Any loss, cost or expense arising out of any:
 - (a) Request, demand or order 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 lead; 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 lead.

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.

FELLOW EMPLOYEE COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II—WHO IS AN INSURED, paragraph 2.a. is deleted in its entirety and is replaced with the following:

2. Each of the following is also an insured:

- a. Your “employees,” other than your “executive officers” (if you are an organization other than a partnership, joint venture or limited liability company), and any person(s) who are “volunteer workers” for you, but only for acts within the scope of their employment by you, or while performing volunteer 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 the spouse, child, parent, brother or sister of the co-“employee” or co-“volunteer worker” as a consequence of

injury to you, to your partners or members (if you are a partnership or joint venture) or to a co-“employee” or co-“volunteer worker” while in the course of their employment or while performing volunteer duties;

(b) For which there is any obligation to share damages with or repay someone else who must pay damages because of injury to you, to your partners or members (if you are a partnership or joint venture) or to a co-“employee” or co-“volunteer worker” while in the course of their employment or while performing volunteer duties; or

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

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.

FAILURE TO SUPPLY UTILITIES—LIMITED LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Limits of Liability	Coverage—Failure to Supply Utilities
\$ _____ Each Occurrence	Description of Covered Operations:
\$ _____ Aggregate	

The following is added to Paragraph **2. Exclusions of SECTION I—COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This insurance does not apply to “bodily injury” or “property damage” arising out of the failure of any insured to adequately supply gas, oil, water, electricity, steam or biofuel.

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

If Limits of Liability are shown in the Schedule above for Failure To Supply Utilities Coverage, this exclusion does not apply to such “bodily injury” or “property damage,” and a separate limit of liability applies to such “bodily injury” or “property damage” as described in **SECTION III—LIMITS OF LIABILITY** paragraph of this endorsement.

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

1. If an Aggregate limit is shown in the Schedule of this endorsement for Failure To Supply Utilities Coverage, that limit is the most we will pay for all damages because of “bodily injury” and “property damage” arising out of the failure of any insured to adequately supply gas, oil, water, electricity, steam or biofuel in a policy period. Such Aggregate limit is part of, and not in addition to, the General Aggregate limit as shown on the Commercial General Liability Coverage Part Supplemental Declarations.
2. Subject to paragraph 1. above, if an Each Occurrence limit is shown in the Schedule of this endorsement for Failure To Supply Utilities Coverage, that limit is the most we will pay for damages arising out of the failure of any insured to adequately supply gas, oil, water, electricity, steam or biofuel to one or more persons or organizations in any one “occurrence.”

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.

SELF-INSURED RETENTION ENDORSEMENT LOSS ADJUSTMENT EXPENSE INCLUDED IN RETENTION LIMITED REPORTING

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

The insurance provided by this policy is subject to the following additional provisions:

1. Our Limit of Liability (as stated in the policy) will apply in excess of the Self-Insured Retention (as stated in this endorsement) and you agree not to reinsure the retained limit without our knowledge and written permission. Our obligation under the policy applies only to the amount excess of the Self-Insured Retention.

Self-Insured Retention:

\$ _____ Each Occurrence or Offense

The Each Occurrence or Offense Self-Insured Retention limit shown above will be reduced by any "Loss Adjustment Expense" you incur.

\$ _____ "Policy Term Aggregate"

"Policy Term Aggregate" as used in this endorsement means the most you will pay for the sum total of all loss and "Loss Adjustment Expense" payments within the Each Occurrence or Offense Self-Insured Retention amount during the policy period.

2. Whenever used in this policy, "Loss Adjustment Expense" means claim expenditures including, but not limited to investigations, experts, independent adjustment services, legal services, and court costs.

"Loss Adjustment Expense" does not include the "administrative costs or fees" of any Administrator appointed by you for the purpose of providing claims services under your Self-Insured Retention. These "administrative costs or fees" are your sole responsibility.

"Administrative costs or fees" means expenditures related to the day-to-day operations of the insured or a Third Party Administrator hired by the insured during an investigation or adjustment of an insurance claim, including but not limited to fees, salaries or wages of an insured's employees to conduct the investigation themselves or the fees, salaries, or wages of a Third Party Administrator.

3. You have the obligation to provide adequate defense and investigation of any claim. We have the right, but no obligation, in all cases, to assume charge of the defense and/or settlement of any claim, and, upon our written request, you must tender such portion of the Self-Insured Retention as we may deem necessary to complete the settlement of such claim. Our defense and settlement will be subject to reimbursement by you up to the full amount of this Self-Insured Retention.

You will accept any offer of settlement within the Self-Insured Retention and deemed reasonable by us. We will not pay any loss, cost or expense above what we would have paid had the loss been settled for any reasonable offer within the Self-Insured Retention.

4. The policy Conditions contained in **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of Occurrence, Offense, Claim, Suit Or Injury** sections a. through d., and **SECTION IV—PRODUCTS/COMPLETED OPERATIONS LIABILITY CONDITIONS, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** sections a. through d., and **SECTION IV—LIQUOR LIABILITY CONDITIONS, 2. Duties In The Event Of Injury, Claim, or Suit** sections a. through d., are all deleted in their entirety and are replaced by:

- a. You must report to us as soon as practicable, through your Third Party Administrator or otherwise, each claim or loss for which your estimated amount of loss, including “Loss Adjustment Expense,” that will reach fifty percent (50%) or more of the Each Occurrence or Offense Self-Insured Retention. You must also report all cases of serious injury including but not limited to the following:

- (1) Cord injury—paraplegia, quadriplegia;
- (2) Amputations—requiring a prosthesis;
- (3) Brain Damage affecting mentality or central nervous system—such as permanent disorientation, behavior disorder, personality change, seizures, motor deficit, inability to speak (aphasia), hemiplegia or unconsciousness (comatose);
- (4) Blindness;
- (5) Burns—involving over ten percent (10%) of body with third degree or thirty percent (30%) of body with second degree;
- (6) Multiple fractures—involving more than one member or non-union;
- (7) Fracture of both heel bones (fractured bilateral os calcis);
- (8) Nerve Damage causing paralysis and loss of sensation in arm and hand (brachial plexus nerve damage);
- (9) Massive internal injuries affecting body organs;
- (10) Injury to nerves at base of spinal canal (Cauda Equina) or any other back injury resulting in incontinence of bowel and/or bladder;
- (11) Fatalities;
- (12) Physical and/or Sexual Assault, including but not limited to rape and sexual molestation;
- (13) Firearm discharge resulting in bodily injury or death;
- (14) Any other serious injury which, in your judgment, might involve us;
- (15) Verdict potential at more than seventy-five percent (75%) of the Insured’s Self-Insured Retention;
- (16) All potential coverage disputes of bad faith situations that may give rise to an excess of original policy limits judgment or an extra contractual obligation award; or
- (17) Any “suit” in which the relief sought exceeds the policy Limits of Insurance;
- (18) Any suit with a trial date; and
- (19) Any claim involving a tender for coverage from a third party.

You must advise us of the estimated amount of loss including “Loss Adjustment Expense” in connection with each claim or loss and of any subsequent changes in such estimates.

- b. 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.
- c. If a reportable claim is made or reportable "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 each reportable claim or reportable "suit" as soon as practicable.

- d. If a reportable claim is made or reportable "suit" is brought against any insured, 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.
- e. 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.
5. You must provide us quarterly reports of all claims or incidents occurring within the Self-Insured Retention including a description of each claim and amounts paid and/or reserved. Each report is to be submitted within twenty (20) days following the end of each quarterly period and this shall apply in addition to the individual claim reporting requirements set forth above. Submission of quarterly reports does not constitute notice of a claim to the company.
6. You must at all times:
- a. Give us such information and assistance as we may require, and
 - b. Assist in the defense of any claim, subject to Item 3. of this endorsement.
7. You must select, employ and report all claims or losses to your Administrator:

FIRM: _____

ADDRESS: _____

CONTACT NAME: _____

PHONE: _____

E-MAIL: _____

for the purpose of providing claims service under your Self-Insured Retention. However, you must comply with Items 4. and 6. of this endorsement with respect to reporting certain types of claims directly to us. You will submit to us a signed copy of your contract with your Third Party Administrator, as well as a copy of the Administrator's Errors and Omissions insurance policy. You will advise us of any change of the Third Party Administrator within thirty (30) days of the effective date of such change. The Company may, at its discretion, conduct periodic audits of your Third Party Administrator's claim files.

This policy will not drop down to assume or satisfy your obligation under the Self-Insured Retention for any reason including, but not limited to, bankruptcy.

All other terms and conditions of this Policy remain unchanged.

 AUTHORIZED REPRESENTATIVE

 DATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SEXUAL ABUSE OR MOLESTATION ENDORSEMENT — NEW YORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Notwithstanding any other provision of this policy, the sole coverage applicable to liability arising from "sexual abuse" is provided by the addition of **COVERAGE D** to **SECTION I - COVERAGES** as follows:

LIMITS OF INSURANCE

Each Occurrence Limit \$ _____

Annual Aggregate Limit \$ _____

D. SEXUAL ABUSE

1. Insuring Agreement

We will pay on behalf of the "insured" all sums that the "insured" becomes legally obligated to pay as damages because of "bodily injury" or emotional harm arising from "sexual abuse" by an "insured", or from "breach of duty" of an "insured" to prevent "sexual abuse". We will have the right and duty to defend any "suit" seeking such damages even if the allegations of the "suit" are groundless, false or fraudulent. We may, at our discretion, investigate and settle any claim or "suit" that may result. But:

- (1) The amount we will pay is limited as described in paragraph 5. , **Limits of Insurance** of this endorsement; 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 this coverage part.

As to each claimant, multiple acts of "sexual abuse" by the same actor(s), or any "breach of duty" allowing or contributing to such act(s), shall be deemed one "event."

Regardless of the number of claimants, all acts of abuse by one person, or two or more persons acting together, or any "breach of duty" allowing or contributing to such acts will be considered one "event" in determining our liability under this coverage.

The date of the "event" shall be deemed to be the date of the first act of "sexual abuse". If the date of the "event" precedes the effective date of this policy, then any liability to that claimant arising from the "event" is not covered by this policy.

2. Exclusions

This insurance does not apply to:

- a. Liability of any person who allegedly or actually participates in, directs, or knowingly allows any act of "sexual abuse".
- b. The cost of defense of, or the cost of paying any fines for any person resulting from actual or alleged violation of a criminal or penal statute.
- c. Any person who has been found guilty of, or pled guilty or no contest to, any criminal act involved in any "sexual abuse".
- d. Any obligation which the "insured" or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits or under any similar law.
- e. Liability for/Injury to:

- (1) Any employee of the "insured" arising out of and in the course of employment by the "insured"; or
- (2) The spouse, child, parent, brother or sister of that employee as a consequence of (1) above.

This exclusion applies:

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

3. Supplementary Payments

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS shall apply to this insurance.

4. Who is an "Insured"

- a. The named insured;
- b. Any employee of the named insured, but only while acting solely within the scope of his or her employment with the named insured;
- c. Any partner, officer or director of the named insured, but only while acting within the scope of his or her duties as such;
- d. Your trustees, board members or commissioners but only with respect to their duties as your trustees, board members or commissioners;

5. Limits of Insurance

- a. The Limits of Insurance shown in this endorsement and the rules below fix the most we will pay under **Coverage D** regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".

- b. The Annual Aggregate Limit shown in this endorsement is the most we will pay for the sum of damages under **Coverage D**.

- c. Subject to b. above, the **Each Occurrence Limit** shown in this endorsement is the most we will pay for damages under **Coverage D** because of "bodily injury" or emotional harm arising out of any one "event".

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

6. Definitions

The following are added to **SECTION V - DEFINITIONS**:

"Breach of duty" shall mean the failure to provide level of care due persons under the care or supervision of the named insured.

"Event" shall mean either an act of "sexual abuse" or the "breach of duty" allowing "sexual abuse" to occur.

"Sexual abuse" means actual or alleged act or acts of sexually abusive behaviour, whether physical, mental, or emotional, sexual molestation, which includes but is not limited to illicit physical contact, and/or sexual exploitation .

The following is added to definition **18**. under **SECTION V - DEFINITIONS**:

- c. A civil proceeding in which damages because of bodily injury or emotional harm arising out of "sexual abuse" and/or "breach of duty" are alleged.

Hudson Insurance 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.

SCHOOL NURSES PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

As respects school nurses SECTION II—WHO IS AN INSURED, 2. a. (1) (d). does not apply.

SECTION V- DEFINITIONS, paragraph 3. "bodily injury" is amended to include injury arising out of the rendering of or failure to render medical services to persons, other than your "employee," by a licensed or certified registered school nurse, who is employed by you, or an authorized volunteer who provides such services.

This coverage is subject to all policy Exclusions, Conditions and/or limitations.

Additional Premium \$ _____

AUTHORIZED REPRESENTATIVE

DATE

SERFF Tracking #:

HINC-131131318

State Tracking #:

R2017003713

Company Tracking #:

H-PE-LIAB-2017

State:

New York

Filing Company:

Hudson Insurance Company

TOI/Sub-TOI:

17.1 Other Liability-Occ Only/17.1001 Commercial General Liability

Product Name:

Other Liability

Project Name/Number:

Hudson Public Entity Portfolio Program/H-PE-LIAB-2017

Rate/Rule Schedule

Item No.	Schedule Item Status	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing Number	Attachments
1		Public Entity Portfolio Package Manual	HIC-PEPP-RRF-GL-NY (04-2017)	New		EPSU NY GL Manual Pages 12.5.17.pdf

**HUDSON INSURANCE COMPANY
PUBLIC ENTITY PORTFOLIO PROGRAM
NEW YORK RATE AND RULE PLAN - GENERAL LIABILITY**

1.00 GENERAL RULES

1.01 ELIGIBILITY

1.01-1 All Governmental Subdivisions of the state with taxing authority and/or created by state statute;

1.01-2 Public and private educational entities.

1.01-3 Hudson's target market for this program will be:

- Cities, towns, townships, villages, boroughs, or any other similarly established entity. CITY as noted throughout the rate plan means: City, town, township, village, borough, or any other similarly established entity.
- Counties
- Public and Private Educational Entities;
- Utilities
- Public and Private Special Service Districts:
 - Special Service District, purpose, Taxing; Utility districts; or Other special districts or authorities not otherwise classified

1.02 COVERAGES AVAILABLE UNDER THIS FILING

General Liability (Occurrence Form)

1.03 RESERVED FOR FUTURE USE

1.04 REFER TO COMPANY

Refer to the company for the rating or classifying of any risk or exposure for which there is no manual rate or applicable classification. Rates shall not be inadequate, excessive or unfairly discriminatory.

1.05 RESERVED FOR FUTURE USE

1.06 POLICY TERM

Policies may be written for an annual term.

1.07 POLICY CHANGES

**HUDSON INSURANCE COMPANY
PUBLIC ENTITY PORTFOLIO PROGRAM
NEW YORK RATE AND RULE PLAN - GENERAL LIABILITY**

If a change to: (i) Name of Insured, (ii) Address of Insured, (iii) Policy Number, (iv) Effective Date, (v) Covered Collateral, (vi) Coverage Limit, (vii) Additional Insured, (viii) Auto, (ix) Property, (x) Equipment, or (xi) Loss Payee is needed after policy issuance, use endorsement UT-244L-NY.

Endorsement UT-244L-NY:

a. May not be used to amend policy language as any such changes must be approved by the New York Department of Financial Services;

b. May not be used to increase the premium mid-term if the policy is a renewal policy or has been in effect for sixty days or more, unless the premium increase:

(1) Is due to and commensurate with insured value added subsequent to issuance or last renewal date of the policy, such as additional property covered or higher limits of insurance; or

(2) Is made in lieu of cancelling the policy for one or more of the following reasons:

(i) Discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to issuance or last renewal date of the policy; or

(ii) Material change in the nature or extent of the risk, occurring subsequent to issuance or last renewal date of the policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed.

1.08 FACTORS OR MULTIPLIERS

Factors or multipliers are to be applied consecutively and not added together, unless otherwise specified. Interpolate for limits, deductibles and/or retentions, etc. which differ from plan.

1.09 ROUNDING PROCEDURE

1.09-1 Rates

Round rates, factors and multipliers after the final calculation to three decimal places. Five-tenths or more of a mill shall be considered one mill; e.g., 0.1245 = 0.125.

1.09-2 Premium

Round the premium for each coverage for which a separate premium is calculated, to the nearest whole dollar. Round a premium involving \$.50 or over to the next highest whole dollar.

**HUDSON INSURANCE COMPANY
PUBLIC ENTITY PORTFOLIO PROGRAM
NEW YORK RATE AND RULE PLAN - GENERAL LIABILITY**

1.10 POLICY WRITING MINIMUM PREMIUM

Refer to the specific coverage section of the rating plan.

1.11 ADDITIONAL PREMIUM CHANGES

1.11-1 Calculation of Premium

- a. Prorate all changes requiring additional premium.
- b. In computing the additional premium, charge the amount applicable on the effective date of the change even if the policy inception premium was less than the Policy Writing Minimum Premium.

1.11-2 Waiver of Premium

Waive additional premium of \$50 or less. This waiver applies only to that portion of the premium due on the effective date of the policy change.

1.12 RETURN PREMIUM CHANGES

1.12-1 Calculation of Premium

- a. Compute return premium at the rates used to calculate the policy premium.
- b. Compute return premium pro rate and round to the next higher dollar when any coverage or exposure is deleted or an amount of insurance is reduced. Retain the Policy Writing Minimum Premium.

1.12-2 Waiver of Premium

Waive return premium of \$50 or less. Grant any return premium due if requested by the insured. This waiver applies only to that portion of the premium due on the effective date of the policy change.

1.13 POLICY CANCELLATIONS

Pro rata calculation

Compute return premium pro rata and round to the next higher whole dollar when a policy is canceled:

- a. At the Company's request.
- b. Because the insured no longer has a financial or insurable interest in the property or business operation that is the subject of insurance.
- c. And rewritten in the same company or company group.

1.14 FORMS PORTFOLIO REFERENCE

Refer to Forms List for listing of forms to be used with this program.

1.15 RESIDENT AGENT COUNTERSIGNATURE

Secure a resident agent's countersignature as required by state law.

1.16 COMBINATION OF INTEREST

More than one interest may be named on a policy and rated as a single risk if one interest owns, manages or controls more than 50% of another. All the interests that are combined must be named on the policy.

1.17 RESTRICTIONS OF COVERAGE OR CHANGE IN RATE

Policies may be issued with special restrictions or at increased premium if the insured agrees in writing and the policy would not be written otherwise. Any Special Restriction shall be made in accordance with Circular Letter No. 20 (2008).

**HUDSON INSURANCE COMPANY
PUBLIC ENTITY PORTFOLIO PROGRAM**

NEW YORK RATE AND RULE PLAN - GENERAL LIABILITY

1.18 ENDORSEMENTS

The underwriter must document the attachment of any optional endorsements along with pricing consideration.

1.19 RESERVED FOR FUTURE USE

2.00 PREMIUM DEVELOPMENT

2.01 MINIMUM PREMIUM

\$500 minimum Premium applies per account.

2.02 RATES

General Liability base rates listed in this rating plan for General Liability are for limits of \$100,000 each Occurrence, \$200,000 Annual Aggregate.

Refer to the Tables included within this rating plan for the following specific rates and factors:

Base Rates

Increased Limits Factors

Deductible Factors

Risks Not Classified: Premium rates subject to prior approval as set forth in section 2305(b) of the Insurance Law and section 161.4(b)(21) of NY Insurance Department Regulation 129. This Part shall be submitted in accordance with the requirements of section 161.11 of this Part. For (a) rated risks not required to be filed with the superintendent, all such information, as described in section 161.11 of this of NY Insurance Department Regulation 129 shall be retained in the insurer's individual underwriting file for each policy issued, for a period of five years from the date of first issuance of such policy, and shall be available for inspection by the superintendent at any time.

2.03 GENERAL LIABILITY

2.03-1 CITY: Base rates are per \$1,000 of Adjusted Gross Operating Expenditures. Adjusted Gross Operating Expenditures is gross annual budget less deductions for excluded or separately insured operations or exposures.

2.03-2 COUNTY: Base rates are per \$1,000 of Adjusted Gross Operating Expenditures. Adjusted Gross Operating Expenditures is gross annual budget less deductions for excluded or separately insured operations or exposures.

2.03-3 UTILITY DISTRICT: Base rates are per \$1,000 of payroll.

2.03-4 SPECIAL SERVICE DISTRICTS: Base rates are per 1,000 Square Feet of Area

2.03-5 EDUCATIONAL INSTITUTION: Base rates are per student based on average daily attendance [ADA].

2.03-6 \$500 Minimum Premium applies to all classes.

2.03-7 RATES (see appendix table for specific rates)

CITY:	Class 1
COUNTY:	Class 2
UTILITY:	Class 3
SPECIAL SERVICE DISTRICT:	Class 4
EDUCATIONAL INSTITUTION:	Class 5

2.04 RESERVED FOR FUTURE USE

2.05 RESERVED FOR FUTURE USE

**HUDSON INSURANCE COMPANY
PUBLIC ENTITY PORTFOLIO PROGRAM
NEW YORK RATE AND RULE PLAN - GENERAL LIABILITY**

RATES & FACTORS

RATE TABLES:

**TABLE 1
Limit Factors (GL)**

LIMIT	FACTOR
200/500	1.240
250/500	1.315
300/500	1.390
500/1M	1.620
1M/1M	1.910
1M/2M	1.940
1M/3M	1.960

**TABLE 2
Deductible Factors (GL)**

DEDUCTIBLE	FACTOR*
\$250	0.006
\$500	0.011
\$1,000	0.022
\$2,000	0.039
\$2,500	0.047
\$3,000	0.054
\$5,000	0.080
\$10,000	0.129
\$15,000	0.167
\$20,000	0.198
\$25,000	0.225
\$50,000	0.322

* subtract Deductible factors from Limit factors to calculate adjusted Limit factor.

GENERAL LIABILITY RATES

CLASS OF RISK	RATES
Class 1 - City	3.70
Class 2 - County	3.46
Class 3 - Utility	43.03
Class 4 - Special District	249.16
Class 5 - Educational Institution	25.20

Dams, Levees, Dikes, Reservoirs:

If other than existence hazard exists, apply separate rate to Dam exposure:

Dams, Levees, Dikes, Reservoir – other than existence hazard: \$2,550 each

**HUDSON INSURANCE COMPANY
PUBLIC ENTITY PORTFOLIO PROGRAM
NEW YORK RATE AND RULE PLAN - GENERAL LIABILITY**

A. ADDITIONAL MULTIPLIERS:

Class 5 – Educational Institution:

If dormitory exposure exists, apply factor of 1.25 to base rate, based on number of dormitories that exist and their level of exposure.

All Classes:

Failure to Supply Coverage:

This optional endorsement (PE-319s) provides sublimited failure to supply coverage for gas, oil, water, electricity, steam and/or biofuel. If no sublimit is selected, this endorsement excludes "bodily injury" or "property damage" arising out of failure to supply gas, oil, water, electricity, steam and/or biofuel. Damage resulting from sudden and accidental injury to tangible property is available for a charge of \$50.

The premium for this coverage shall be calculated as 10% of the base General Liability premium generated by the applicable utility. A separate deductible applicable to Failure to Supply sublimit may be offered as follows:

Failure to Supply Deductible

Deductible Amount	Factor
\$500	0.899
\$1,000	0.874
\$2,500	0.790
\$5,000	0.712
\$10,000	0.630
\$25,000	0.525

Railroad Contractual Liability

Provides bodily injury or property damage coverage for specific project work of an insured that is on or within 50' of a railroad.

Coverage may be provided by applying the following factors to the total cost of the project:

Projects not including utility work	6% of total job cost, minimum \$250
Projects including utility work	14% of total job cost, minimum \$500

GENERAL LIABILITY OPTIONAL ENDORSEMENTS

The following **optional** endorsements are available to the insured at an additional premium:

Sexual Abuse/Molestation Limits and Premium

Limits Available	Limit			
	\$250,000/500000	\$500,000/1000000	\$1,000,000/1000000	>\$1,000,000/1000000
Rate	3.125% of GL premium	6.25% of GL premium	13.125% of GL premium	19.69% of GL premium
Minimum Premium	\$63	\$125	\$313	\$375

Attach CL CG 00 06

**HUDSON INSURANCE COMPANY
PUBLIC ENTITY PORTFOLIO PROGRAM**

NEW YORK RATE AND RULE PLAN - GENERAL LIABILITY

Additional Insured

Attach appropriate additional insured endorsement. The majority of additional insureds may be added at no charge, except Additional Insured - Lessor of Leased Equipment (CG 20 28) and Additional Insured – Designated Person or Organization (CG 20 26). Charge \$25 per each additional insured for either of these two endorsements.

Liquor Liability

Coverage is included for temporary events of 5 consecutive days or less. Rates are based on table below:

Limit	Rate per day
\$50,000/50,000	\$150
\$100,000/100,000	\$175
\$300,000/300,000	\$250

Owners & Contractors Protective Liability Coverage

The following optional Forms and Additional Premium Charges apply:

Endorsement Name	Charge
Special Protective Highway Liability Policy – New York Department of Transportation CG 00 14	\$250 flat charge
Additional Insured – State or Governmental Agency or Subdivision or Political Subdivision–Permits or Authorizations CG 29 35	\$25 flat charge applies to each scheduled state or political subdivision

School Nurses Professional Liability

Coverage can be added by endorsement; attach PEI-41s. Rate is \$500 per nurse.

Emergency Service Organization Off-Premises Pollution Liability Coverage

Coverage can be added by endorsement; attach PEI-150s. Rate is \$50 per location.

Fellow Employee Coverage

Coverage can be added by endorsement; attach GL 120s. Rate is based on table below:

Population	Rate
Up to 2500	\$51
2500-5000	\$85
5000-10000	\$126
10000-17000	\$169
17000-25000	\$254
25000-50000	\$338
Greater Than 50000	\$8 per thousand

LEAD CONTAMINATION EXCLUSION (UT-267g)

The Lead Exclusion Endorsement UT-267g shall be attached to policies with structures built prior to 1980 which have a significant potential lead exposure and have not undergone lead abatement procedures. A premium reduction of 2% of the general liability premium shall be applied to the policy. The exclusion may not be attached to policies otherwise.

ENHANCED GENERAL LIABILITY EXTENSION ENDORSEMENT (PE-331s)

This mandatory endorsement is attached to all policies and provides the following additional coverages without charge:

-)] Crisis Management Emergency Response Expenses
-)] Workplace Violence Counseling

**HUDSON INSURANCE COMPANY
PUBLIC ENTITY PORTFOLIO PROGRAM
NEW YORK RATE AND RULE PLAN - GENERAL LIABILITY**

PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION (UT-74g)

This endorsement is mandatory and applies to all policies. There is no premium adjustment.

ASBESTOS EXCLUSION (UT-266g)

This endorsement is mandatory and applies to all policies. There is no premium adjustment.

LOSS COST MULTIPLIERS

Assumption: Loss Costs published by Insurance Services Office (ISO) are average loss costs and do not reflect certain inherent risk management strengths or weaknesses possessed by an individual insured.

We are filing the following loss cost multiplier:

General Liability

A Loss Cost Multiplier of 1.465 will be applied to all General Liability loss costs.

GENERAL LIABILITY SCHEDULE RATING PLAN

**HUDSON INSURANCE COMPANY
PUBLIC ENTITY PORTFOLIO PROGRAM**

NEW YORK RATE AND RULE PLAN - GENERAL LIABILITY

The Schedule Rating provisions of this Plan shall apply to any risk that develops an annual basic limits company premium of \$2,500 or more for the bodily injury and property damage liability exposures to be rated.

A schedule rating modification shall also be applied to the otherwise chargeable premium in accordance with the following tables, subject to a maximum credit or debit of 15%, to reflect such characteristics of the risk as are not reflected in the base rates.

Risk Characteristic	Description	Range Of Modification		
		Credit		Debit
Location	<p>Exposure inside premises. Superior/Adequate/Inadequate response to reasonable recommendations on elimination of hazards and to requests for minor structural alterations intended to result in risk improvement. Superior/ Adequate/Inadequate controls and/or special procedures to deal with emergency situations.</p>	5%	to	5%
	<p>Exposure outside premises. Superior/Adequate/Inadequate response to reasonable recommendations on elimination of hazards and to requests for minor structural alterations intended to result in risk improvement. Superior/Adequate/Inadequate controls and/or special procedures to deal with emergency situations.</p>	5%	to	5%
Premises	<p>Condition. Superior/Adequate/Inadequate response condition of premises giving consideration to workmanship, materials, age and maintenance. The design features of the premises are superior/adequate/inadequate with respect to minimizing hazards.</p>	5%	to	5%
	<p>Care. The design features of the premises are superior/adequate/inadequate with respect to the intended purposes of the occupant. Lighting and arrangements for emergency lighting are superior/adequate/ inadequate in stair wells, halls and operating areas.</p>	5%	to	5%
Equipment	<p>Superior/Adequate/Inadequate condition of fixtures, machinery and equipment. Superior/Adequate/ Inadequate level of ventilating and/or air-conditioning equipment. Superior/Adequate/Inadequate type and location of protective equipment with respect to the operations involved.</p>	10%	to	10%
Classification Peculiarities	<p>Where it can be clearly demonstrated that certain hazards peculiar to a classification have been eliminated to some degree or do not exist so that the classification normally assigned to the insured does not completely apply, or, conversely, the classification normally assigned to the insured does not consider certain hazards peculiar to the insured.</p>	10%	to	10%
Employees	<p>Selection. Superior/Adequate/Inadequate employee selection process whereby the insured screens prospective employees with respect to aptitude and ability.</p>	3%	to	3%
	<p>Training. Superior/Adequate/Inadequate training and supervision of employees.</p>	3%	to	3%
Cooperation	<p>Medical Facilities. Insured has, or has ready accessibility to, superior/adequate/inadequate medical facilities to provide aid to injured parties. Superior/Adequate/Inadequate special precautions have been taken to provide for emergency situations.</p>	2%	to	2%
	<p>Safety Program. Insured has a superior/adequate/inadequate safety program.</p>	2%	to	2%

State: New York **Filing Company:** Hudson Insurance Company
TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1001 Commercial General Liability
Product Name: Other Liability
Project Name/Number: Hudson Public Entity Portfolio Program/H-PE-LIAB-2017

Supporting Document Schedules

Satisfied - Item:	Explanatory Memorandum
Comments:	Memo attached.
Attachment(s):	RF-1.pdf
Item Status:	
Status Date:	

Satisfied - Item:	Commercial Liability Insurance Review Standards Checklist
Comments:	CGL checklist attached.
Attachment(s):	ny cgl.pdf
Item Status:	
Status Date:	

Satisfied - Item:	Commercial Liability Insurance Form Filing Compliance Questionnaire
Comments:	CLL.doc attached.
Attachment(s):	cll.pdf
Item Status:	
Status Date:	

Satisfied - Item:	Commercial Lines Cancellation & Nonrenewal Form Filing Compliance Questionnaire (NYIL 3426)
Comments:	Cancellation questionnaire attached.
Attachment(s):	NY clcnr.pdf
Item Status:	
Status Date:	

Satisfied - Item:	Worldwide Coverage provisions or Endorsements
Comments:	This program utilizes the approved ISO CGL.
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Rates and/or Rating Plans
Comments:	Newrate document and exhibits attached.

SERFF Tracking #:

HINC-131131318

State Tracking #:

R2017003713

Company Tracking #:

H-PE-LIAB-2017

State: New York **Filing Company:** Hudson Insurance Company
TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1001 Commercial General Liability
Product Name: Other Liability
Project Name/Number: Hudson Public Entity Portfolio Program/H-PE-LIAB-2017

Attachment(s):	NY RF-3.pdf NY RF-4.pdf NY RT-4.pdf NY RSO-1.pdf NY RP-1 Company Plan.pdf NY newrate_revised 6.2.17.pdf Exhibits JDG-1 - v2.pdf Exhibits CMP-1 CMP-2 CMP-3 - v2.pdf MRP-1.pdf
Item Status:	
Status Date:	
Satisfied - Item:	Minimum Premium/Return Premium and Minimum Earned Premium Rules
Comments:	Minimum premium support attached.
Attachment(s):	Minimum Premium Support - GL_ revised.pdf
Item Status:	
Status Date:	
Satisfied - Item:	Audit Provisions/premium Audit Rules
Comments:	Approved ISO forms used.
Attachment(s):	
Item Status:	
Status Date:	
Satisfied - Item:	Authorization Letter
Comments:	Letter of authorization for ProFilers, LLC attached.
Attachment(s):	Profilers Filing Authorization 2017.pdf
Item Status:	
Status Date:	
Satisfied - Item:	Response to Previous Disapproval
Comments:	
Attachment(s):	NY Response to R2017002149 Disapproval.pdf
Item Status:	
Status Date:	

EXPLANATORY MEMORANDUM - NEW YORK

Hudson Insurance Company is introducing a new program, the "Public Entity Portfolio Program".

The Public Entity Portfolio Program will provide General Liability coverage for a wide variety of public entities including cities, counties, school districts, water and sewer districts, etc. The following optional coverages are also available: Failure to Supply Coverage, Railroad Contractual Liability Coverage, Sexual Abuse/Molestation Coverage, Liquor Liability Coverage, Owners & Contractors Protective Liability Coverage, School Nurses Professional Liability Coverage, Emergency Service Organization Off-Premises Pollution Liability Coverage and Fellow Employee Coverage.

The Public Entity Portfolio Program will use ISO forms for General Liability, with a limited number of independent forms. Hudson Insurance Company has given ISO filing authority for forms so the ISO forms are not included in this filing.

Hudson has also given ISO filing authority for rules contained in Division Six (General Liability). Except for the limited number of independent rules contained in this filing those rules will also apply.

For incidental coverage contained in the ISO Commercial Lines manual, it is the company's intent to use ISO loss costs for all rating for which rates are not contained in the company manual exceptions. A loss cost multiplier (LCM) of 1.465 will be used for General Liability; see Exhibit RF-3 for derivation of this factor. The loss costs adoption forms have been included where appropriate.

For the independent rates contained in the Public Entity Portfolio Program Manual, the rate derivation is explained below.

GENERAL LIABILITY RATES

General liability rates have been derived using the latest ISO loss costs for New York, GL-2015-BGL1, to which we applied the LCM from Exhibit RF-3.

FAILURE TO SUPPLY COVERAGE

We plan to offer coverage for sudden and accidental loss applicable to utilities supplying gas, oil, water or steam. Proposed rating is a factor applied to base general liability premium for the applicable utility and is based on underwriting judgment.

RAILROAD CONTRACTUAL LIABILITY COVERAGE

The goal of this optional coverage is to broaden general liability coverage to include bodily injury or property damage for specific project work of an insured that is on or within 50' of a railroad. Proposed rating is a factor applied to total cost of the project and is based on underwriting judgment.

SEXUAL ABUSE/MOLESTATION COVERAGE

We plan to offer sexual abuse coverage by endorsement on occurrence basis. Proposed rating is a factor applied to total general liability premium and is based on underwriting judgment.

LIQUOR LIABILITY COVERAGE

We plan to offer liquor liability coverage for special events running up to 5 consecutive days. Proposed rating is based on underwriting judgment.

OWNERS & CONTRACTORS PROTECTIVE LIABILITY COVERAGE

The goal of this optional coverage is to cover liability for operations performed by independent contractors due to named insured supervision of the independent contractor. Proposed rating is a flat charge and is based on underwriting judgment.

SCHOOL NURSES PROFESSIONAL LIABILITY COVERAGE

EXPLANATORY MEMORANDUM - NEW YORK

The goal of this optional coverage is to cover injuries arising out of rendering or failure to render medical services to persons other than employees of the insured organization by licensed nurses or authorized volunteers.

Proposed rating is a charge per nurse and is based on underwriting judgment.

EMERGENCY SERVICE ORGANIZATION OFF PREMISES POLLUTION LIABILITY COVERAGE

The goal of this optional coverage is to cover bodily injury or property damage arising out of emergency service actions of the Fire Department or Hazardous Materials Unit. Proposed rating is a charge per location and is based on underwriting judgment.

EXPLANATORY MEMORANDUM - NEW YORK

FELLOW EMPLOYEE COVERAGE

The goal of this optional coverage is to cover bodily injury that an employee of the named insured organization causes to another employee. Proposed rating is a charge that varies by population band and is based on underwriting judgment.

EXCLUSION-DAMS

This exclusion applies to all policies on a mandatory basis. Coverage may be added back for other than existence hazard for an additional premium charge.

PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION

This exclusion applies to all policies on a mandatory basis. There is no premium impact.

ASBESTOS EXCLUSION

This exclusion applies to all policies on a mandatory basis. There is no premium impact.

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES
REVIEW STANDARDS FOR COMMERCIAL LIABILITY

LINE OF BUSINESS: Other Liability
CODE: 17.0000

LINE(S) OF INSURANCE	CODES
<u>Claims Made</u>	<u>17.1000</u>
<u>Occurrence</u>	<u>17.2000</u>
<u>CGL</u>	<u>17.0001</u>
<u>Completed Operations</u>	<u>17.0002</u>

IF CHECKLIST IS NOT APPLICABLE, PLEASE EXPLAIN:

ISO coverage forms and mandatory endorsements apply to this program. This checklist was completed in consideration of the company endorsements.

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
GENERAL REQUIREMENTS FOR ALL FILINGS		The following web site represents the Department's initiative to streamline the procedures for form, rate and rule filings: http://www.dfs.ny.gov/insurance/is-file.htm	Form/Page/Para Reference
COVER LETTER AND EXPLANATORY MEMORANDUM	CL 11 (1998)	The filing should include a cover letter, and an explanatory memorandum clearly explaining the intent of the filing, and highlighting any substantive changes (such as changes in ratemaking methodology or major coverages provided). If new form(s), territories, classification(s), or rule(s) are being filed and there are similar ones currently approved for use by a Rate Service Organization (RSO) or another insurer, or has been the subject of a filing previously not approved in New York, reference should be provided to the Department's file number or SERFF tracking number and effective date of the approval, or copies of the approved items should be included, if applicable. If the filing is currently in use in another state, this should be indicated.	RF-1 included
EXCLUSIONS & LIMITATIONS		The following web site contains additional information on exclusions and prohibited coverages: http://www.dfs.ny.gov/insurance/issec-v.htm	
Lead	§2307(b)	May only exclude structures built prior to 1980 which have a significant potential lead exposure and have not undergone lead abatement procedures. A premium reduction of between 2% and 10% should be contemplated whenever the exclusion is attached to a policy. Please refer to Item IX of Compliance Questionnaire No. CLL.	Rule/rating in manual
Mold	§2307(b)		
Pollution	§2307(b)	Please refer to Item VIII of Compliance Questionnaire No. CLL.	
Terrorism	CL 25 (2002)	The following web site contains additional information: http://www.dfs.ny.gov/insurance/circltr/2002/cl02_25.htm	ISO rules and forms
Tobacco	§2307(b)	Such exclusion should be limited to the deleterious health effects associated with the use of such products only. Please refer to Item I.O of Compliance Questionnaire No. CLL.	n/a

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES
REVIEW STANDARDS FOR COMMERCIAL LIABILITY

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
FILING SUBMISSION	§2305 & §2307 CL 19 (1992) Supplement No 1 to CL 11 (1998)	Forms, territories, classifications, rating rules, rates and rating plans are subject to prior approval.	Acknowledged
Compliance Questionnaires, Forms and Optional "Speed to Market" Filing Procedures	CL 11 (1998) Supplement No 3 to CL 11 (1998)	Please refer to the following web site for additional information: http://www.dfs.ny.gov/insurance/issec-iv.htm	
NO FILE OR FILING EXEMPTIONS	Article 63 11NYCRR16(Reg. 86)	An authorized insurer must obtain a "Special Risk License" prior to writing business in the "Free Trade Zone". Such business shall be limited to a Special Risk defined as either a Class 1 risk, Class 2 risk as enumerated in the list contained in Regulation 86, or a Class 3 risk . Although filing is not required for a Class 1 risk or a Class 2 risk, rates and policy forms applied to special risks must still satisfy governing standards set forth in the Insurance Law and regulations. If it is a class 3 risk then certain filings need to be made. The certificate of insurance and certification and checklist form need to be filed together within 30 days and all forms used which have not previously been filed must be filed for information within three days of delivery to the policyholder.	n/a
PROHIBITED COVERAGES		While the Department does not have an exhaustive list, some examples of prohibited coverages include punitive damages and corporal punishment. Please refer to the following web site for additional information: http://www.dfs.ny.gov/insurance/issec-v.htm	Acknowledged
Assault and Battery	§2307(b)	Coverage for Assault and Battery is prohibited except for defense of person or property. Please refer to Item I.A.1.c of Compliance Questionnaire No. CLL.	ISO CGL
Discrimination	CL 6 (1994)	Coverage for discrimination may only be provided on vicarious basis or for disparate impact.	Acknowledged
Indemnification Policy	§3420	Is not permitted. Liability coverage must be provided on a pay on behalf basis. Please refer to Item I.B.1 of Compliance Questionnaire No. CLL.	Acknowledged
Intentional Acts	§2307(b)	May only be provided on vicarious basis or for disparate impact. Please refer to Item I.A.1.b of Compliance Questionnaire No. CLL.	Acknowledged
Punitive or Exemplary Damages	CL 6 (1994)	Coverage for Punitive or Exemplary Damages is not permitted. Please refer to Item I.A.1.a of Compliance Questionnaire No. CLL.	Excluded
Sexual Harassment Coverage	§2307(b)	Coverage should not be provided to any person who allegedly or actually: i) participates in, ii) directs; or iii) knowingly allows any act of sexual misconduct.	Acknowledged
SIDE BY SIDE COMPARISON	CL 11 (1998)	If the filing is a revision to existing form(s), territories, classification(s) or rule(s); Except for simple, non-substantive changes, a side-by-side comparison of the form(s) or rule(s) being proposed and those currently in use in New York, with all changes clearly marked and explained in the company's cover letter or memorandum must be included. Revisions to classifications and territories should include a comparison between those currently on file (in New York) and those proposed, including relevant statistical data (experience) and any rate or rate relativity effect. There should be a reference to the Department's previous file number and/or a copy of the approval letter in which the current form(s), territories, classification(s) or rule(s) were approved/acknowledged.	n/a

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES
REVIEW STANDARDS FOR COMMERCIAL LIABILITY

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
FORMS: POLICY PROVISIONS	§1113 , §2307 , §3105 , §3106 , & §3420 11 NYCRR 86 (Reg. 95) 11NYCRR 71 (Reg. 107) 11 NYCRR 72 (Reg. 110) 11 NYCRR 73 (Reg. 121)	The following Compliance Questionnaire contains detailed information for making a commercial liability filing including required policy provisions, exclusions, prohibited coverages, and standard language: Commercial Liability Insurance Form Filing Compliance Questionnaire cll.doc (Word Format) cll.pdf (PDF Format)	Form/Page/Para Reference
APPLICATIONS			
Filing exemption	§2307(b)	Applications which do not become part of the policy are exempt from filing requirements. Please refer to Item I.N.1 of Compliance Questionnaire No. CLL.	Acknowledged
Fraud Warning Statement	§403(d) 11NYCRR86.4(Reg. 95)	All applications must contain the prescribed fraud warning statement, which must be incorporated immediately above the applicant's signature. Please refer to Item I.N.2 of Compliance Questionnaire No. CLL.	Acknowledged
Claims-Made Disclosure Notice	11NYCRR 73.7(a) (Reg. 121)	If a policy is a claims-made policy, the application must comply with the disclosure requirements listed in Item II.a of Compliance Questionnaire No. CLMADE.	n/a
Defense-within-limit Disclosure	11NYCRR 71.5(a) (Reg. 107)	If a policy is a defense within limits policy, the application must comply with the disclosure requirements listed in Item I.C of Compliance Questionnaire No. DWL. Note, however, most commercial general liability insurance policies may not be written of a defense within limits basis.	n/a
BANKRUPTCY PROVISIONS			
Insolvency or bankruptcy clause	§3420(a)(1)	A policy must contain a statement indicating that the insolvency or bankruptcy of the insured or the insured's estate does not relieve the obligations of the insurer. Please refer to Item I.B.2 of Compliance Questionnaire No. CLL.	ISO
BLANK ENDORSEMENTS		Not permitted since a blank endorsement may change policy provisions without the proper approval by this Department. An exception may be made for a blank form if its usage is apparent based on the title/language of the form itself (such as a change in address form). Forms containing check boxes with a space for language to be added are considered blank endorsements and are subject to these rules. Please refer to Item I.L of Compliance Questionnaire No. CLL.	None
CANCELLATION & NON-RENEWAL	§3426 CL 14 (1986) CL 11 (1989) Supplement No 1 to CL 11 (1989)	The Cancellation & Nonrenewal provisions apply to all commercial risk policies including policies issued or issued for delivery in New York covering risks with multi-state locations where the insured is principally headquartered in New York or the policy provides that New York Law will govern. Please refer to Compliance Questionnaire No. CLCNR for detailed cancellation and nonrenewal requirements: Commercial Lines Cancellation and Nonrenewal Form Filing Compliance Questionnaire clcnr.doc (Word Format) clcnr.pdf (PDF Format)	ISO

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES
REVIEW STANDARDS FOR COMMERCIAL LIABILITY

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
Notice of Cancellation	§3426(b), (c), (h)(2), (g) & (l)	The cancellation provisions must comply with the statutory requirements for the content of the notice (including loss information), proof of notice, special provisions, and time frame for giving notice. Any notice which fails to include a provision required by Section 3426 shall not be an effective notice of cancellation. Notice must be mailed/delivered to the first name insured and to the insured's authorized agent or broker. Please refer to Item I.A of Compliance Questionnaire No. CLCNR.	ISO
Notice of Non Renewal	§3426(e), (g), (h)(2) & (l)	The nonrenewal provisions must comply with the statutory requirements for the content of the notice (including loss information), proof of notice, special provisions, and time frame for giving notice. Any notice which fails to include a provision required by Section 3426 shall not be an effective notice of nonrenewal. Notice must be mailed/delivered to the first name insured and to the insured's authorized agent or broker. Please refer to Item I.B of Compliance Questionnaire No. CLCNR.	ISO
Required Policy Period	§3426(a)(2) & (d)(2)	A required policy period means a period of one year from the date as of which a covered policy is renewed or first issued. A policy issued for less than one year must be in compliance with statutory reasons outlined in §3426(d)(2). Please refer to Item II of Compliance Questionnaire No. CLCNR.	Acknowledged.
Permissible Reasons for Cancellation	§3426(b), (c) & (h)	A policy may be cancelled for any valid underwriting reason during the first 60 days a policy is in force. After the first 60 days, reasons for cancellation are limited to statutory references. Please refer to Item I.A. 2 of Compliance Questionnaire No. CLCNR.	ISO
Permissible Reasons for Non Renewal	§3426(e) & (h)	A valid underwriting reason must be specifically listed in notice. Please refer to Compliance Questionnaire No. CLCNR.	ISO
Conditional Renewal	§3426(e)(1)(B)	A conditional renewal notice is required for any change in the policy less favorable to the policyholder. Such notice must contain the specific reason or reasons for conditional renewal and must comply with the statutory requirements for the content of the notice (including loss information), proof of notice, special provisions, and time frame for giving notice. Please refer to Item I.B.2 and I.B.3 of Compliance Questionnaire No. CLCNR.	ISO
Policy Extension	§3426(e)(6)	Aggregate Limit for expiring policy is increased in proportion to any policy extension as a result of late notice. Please refer to Item II. 2 of Compliance Questionnaire No. CLCNR.	ISO
Suspension	§3426(m)	A suspension of coverage shall not be considered a cancellation of coverage	Acknowledged
CLAIMS MADE	§2307(b)11NYCRR73 (Reg. 121)	The following Claims-Made Policies Form Filing Compliance Questionnaire contains detailed information for making a Claims Made filing: Claims Made Policies Form Filing Compliance Questionnaire clmade.doc (Word Format) clmade.pdf (PDF Format)	N/A
Commercial General Liability policies issued on claims-made basis	11NYCRR73.2(c), (d), (e) and (f) (Reg. 121)	Commercial General Liability policies cannot be written on a claims-made basis except otherwise permitted by Regulation 121.	N/A

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES
REVIEW STANDARDS FOR COMMERCIAL LIABILITY

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
DEFENSE			
Duty to Defend		The insurer has the duty to defend all claims to which the policy applies. A defense must be provided even if allegations are groundless, false or fraudulent. A complete defense must be provided for a claim, which involves both covered and uncovered allegations, and no allocation of defense costs is permitted. Additionally, provision must be made for the orderly transfer of defense duties when the limit of liability is used up in the payment of judgments or settlements. Please refer to Item I.C of Compliance Questionnaire No. CLL.	ISO
Defense-Within-Limits	11NYCRR 71 (Reg. 107)	Please refer to the following Compliance Questionnaire for the minimum provisions, disclosure requirements, and limitations of coverage: Defense-Within-Limits Form Filing Compliance Questionnaire dwl.doc (Word Format) dwl.pdf (PDF Format)	n/a
Legal Services Insurance	§1113(a)(29) & §1116 11NYCRR262 (Reg. 162)	Legal Services Insurance means insurance providing legal services or reimbursement of the cost of legal services. (Please note that pursuant to Section 262.10(d) of Department Regulation 161, when legal services insurance is written as part of a liability policy, it shall be written on a "pay on behalf" basis, except for a policy of directors and officers insurance, which may be written on an "indemnification" basis.) Please refer to the Compliance Questionnaire LEGAL for additional requirements: Legal Services Insurance Form Filing Compliance Questionnaire legal.doc (Word Format) legal.pdf (PDF Format)	n/a
DEFINITIONS			
Bodily Injury		If the policy covers Bodily Injury, and that definition does not include mental anguish that results from a wrongful act, some form of rate relief must be given. Please refer to Item I.E of Compliance Questionnaire No. CLL.	ISO
Loading & Unloading	§2307(b)	The term "Loading & Unloading" must remain undefined. Please refer to Item I.J of Compliance Questionnaire No. CLL.	ISO
Personal Injury	§1113(a)(13)	If the policy provides coverage for Personal Injury, such policy must include the provisions of §1113(a)(13). Please refer to Item I.d of Compliance Questionnaire No. CLL.	
EXCESS COVERAGE		1) If the self-insured retention is \$10,000 or greater, the consent of the insured to settle a claim is required for claims falling within the self-insured retention; 2) the insured should have the right to select counsel for claims within the self-insured retention; 3) the company cannot require an insured to contract with a particular claims adjustment service; 4) For the above items, endorsements must be attached to the policy indicating the policyholder understands and consents to the requirements.	n/a
FORMS MISCELLANEOUS			
Numbered Forms	§2307(b)	All policy forms and endorsements filed with the Department must include an identification number. Please refer to Item I.M of Compliance Questionnaire No. CLL.	Acknowledged
Unlicensed Companies	§2307(b)	All policy forms and endorsements filed with the Department may only include the names of insurers licensed in the State of New York. Please refer to Item I.K of Compliance Questionnaire No. CLL.	Acknowledged

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES
REVIEW STANDARDS FOR COMMERCIAL LIABILITY

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
FICTITIOUS GROUPS	§3435 11NYCRR301 (Reg. 134) 11NYCRR153 (Reg. 135)	The provisions of §3435 and Regulations 134 and 135 do not permit fictitious groups. The issuance of group property & casualty insurance is limited to either not-for-profit or municipality insureds, or purchasing groups formed under the Federal Liability Risk Retention Act of 1986 or quasi-group policies through a mass merchandising, safety group or similar program, in connection with State law or a Federal purchasing group.	n/a
GROUP POLICIES	§3435 11NYCRR301 (Reg. 134) 11NYCRR153 (Reg. 135)	The provisions of §3435 and Regulations 134 and 135 do not permit fictitious groups. The issuance of group property & casualty insurance is limited to either not-for-profit or municipality insureds, or purchasing groups formed under the Federal Liability Risk Retention Act of 1986 or quasi-group policies through a mass merchandising, safety group or similar program, in connection with State law or a Federal purchasing group. Group policies must comply with the provisions of Regulations 134 & 135 including the following: general requirements, group policy minimum standards, premium collection and payment, dividend plans and form and rate filings requirements.	n/a
LIMITS			
Policy Limits			
Sublimits		If there are sublimits the policy should highlight that fact, and if the policy is written on a Defense Within Limit basis the sublimit cannot be less than the minimum limit required for policies written on that basis.	
LOSS SETTLEMENT			
Action Against Company	§3420(a)(2) & §3420(b)	If judgment against an insured is not satisfied within 30 days, an action can be brought against an insurer. Furthermore, the judgment clause may not include the requirement that judgment be "final" or obtained "after actual trial." Please refer to Item I.B of Compliance Questionnaire No. CLL.	ISO
After Market Parts			
Arbitration			
Deductibles	11NYCRR71 (Reg. 107)	If deductible is applied against defense costs, policy must comply with Reg. 107.	n/a
Loss Valuations			
Notification of Claim	§3420(a)(3)(4)(5)&(6)	The policy must contain the various liability provisions set forth in Section 3420 (a)(3)(4)(5) and (6). Please refer to Paragraph I.B of Compliance Questionnaire CLL.	
MEDICAL PAYMENTS			
OTHER INSURANCE	§2303	Policy provisions which indicate that in the event an occurrence is covered by more than one policy issued by an insurer or its affiliates, only the highest limit of liability among all policies will apply to the claim, are not permitted. Please refer to Item I.I of Compliance Questionnaire No. CLL.	ISO
SUBROGATION			
OTHER PROVISIONS			

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES
REVIEW STANDARDS FOR COMMERCIAL LIABILITY

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
PARTICIPATING POLICIES	§4106	A participating policy provision is not required. However, when the provision is included, the board of directors may make reasonable classifications of policies in order to issue payment of dividends. Such classifications must be filed for approval and be fair and not unfairly discriminatory.	n/a
PREMIUM AUDIT	11 NYCRR161.10 (Reg. 129)	Audit to determine the final premium must be conducted within 180 days after expiration of the policy and such audit requirement may only be waived for reasons specified in the regulation.	ISO
PRIOR ACT COVERAGE FOR OCCURRENCE POLICY		It is only permitted to be written if 1) No coverage for known claims, 2) Provided only to insureds switching from claims-made policy and is not available to an insured with an uninsured prior acts exposure, 3) Once purchased, must survive termination of the occurrence policy.	No prior acts coverage
VICARIOUS LIABILITY	CL 6 (1994)	The Department permits coverage for claims of vicarious liability regardless of whether the underlying wrong is intentional or not.	Acknowledged
VOIDANCE	§3105 & §3106	May not void a policy unless the misrepresentation is material. No misrepresentation shall be deemed material unless knowledge by the insurer of the facts misrepresented would have led to a refusal by the insurer to make such contract. Please refer to Item I.H of Compliance Questionnaire No. CLL.	No voidance
WARRANTIES	§3106	A breach of warranty shall not void a policy unless the breach of warranty is material.	Acknowledged
WORLDWIDE COVERAGE		If a policy provides for a duty to defend, in provisions where the company states it has no duty to defend suits brought in foreign countries, the company must state the specific reasons why it does not wish to defend (i.e. if the insurer lacks the expertise to defend in the foreign country, or if the insurer is not permitted by law to defend in such foreign country.) In such situations, the policy must specify that the insurer must reimburse the insured for the defense expenses the insured incurred.	ISO
RATES & RATING PLANS	§2304 & §2344 11NYCRR161 (Reg. 129) Circular Letter No. 5 (2009)	All rates, rating plans, and rating rules filings must be submitted in accordance with the instructions of Circular Letter No.5 (2009) which outlines the new mandatory filing procedures effective March 10, 2009. These procedures contain the minimum required information that must accompany all rate, rating plan, and rating rule filings. Rate filings must include appropriate supporting information as outlined in the Rate Filing Sequence Checklist. Please note the relevant requirements contained in Section 2304 of the New York Insurance Law. For commercial lines filings subject to flex-rating under Section 2344, please also refer to Regulation 129 (11 NYCRR 161). Please refer to the following web site for additional information: http://www.dfs.ny.gov/insurance/issec-ii.htm	Form/Page/Para Reference
ADOPTIONS OF RATE SERVICE ORGANIZATIONS (RSO) FILINGS			

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES
REVIEW STANDARDS FOR COMMERCIAL LIABILITY

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
Me Too Filings	§2306 11 NYCRR 161.7 (Reg. 129)	The insurer may discharge its rate filing obligation by giving notice that it uses rates and rate information prepared by a designated rate service organization. Please refer to Regulation 129 for the filing of rates and the relation and role of rates published by a rate service organization and the Department's web site for additional filing information: http://www.dfs.ny.gov/insurance/issec-iii.htm	RSO-1
CONSENT-TO-RATE	§2309	The application for an excess rate is subject to prior approval. In addition, the application must include the insured's reasons and the application must be signed by the insured.	n/a
CREDIT SCORING AND REPORTS		The use of credit scoring and reports is limited to the initial underwriting and/or initial tier placement of the risk.	n/a
INDIVIDUAL RISK RATING	§2305 11 NYCRR 161.12 (Reg. 129)	Individual Risk Submissions not subject to prior approval shall not be filed with the Department. All such information shall be retained in the insurer's individual underwriting file for each policy issued for a period of five years from the date of first issuance of such policy.	Acknowledged
Prior approval	CL 4 (1996)	This form must be included in all Individual Risk Submission subject to prior approval: NYSID Form 129-c.doc	
PRICING	§2304 & §2344 11 NYCRR 161 (Reg. 129) CL 19 (1992) & CL 4 (1996)	The following web site contains the mandatory filing procedures: http://www.dfs.ny.gov/insurance/ipchk1st.htm	
Audit Provisions/premium Audit Rules		Indicate if the filing includes an audit provision and/or a premium audit rule. If so, an audit to determine final premium for policies under which the initial premium is based on an estimate of the insured's exposure base must comply with Section 161.10 of Regulation 129. The provision/rule must clearly demonstrate compliance.	ISO
Minimum Premium Rules		Minimum Premium Rules- the submission should evidence the relationship between the amount charged as a minimum premium and the costs associated with producing the policy or coverage. Return Premium/Minimum Earned Premium Rules - the submission should specify that the policy will be pro-rated or short-rated due to mid-term termination of the policy. Premium may be considered fully earned only for policies insuring special events that are only a few days in length.	Support included
Multi Tiering		Eligibility requirements for each tier must be submitted. The tier eligibility requirements must be specific and mutually exclusive, so that no insured would be eligible for more than one tier. The rate effects of the tier eligibility requirements should not be duplicated in any rating plans. Justification must be provided for the rate differential for each tier.	n/a
Payment Plans		Payment plans are outside of the rating structure, and do not have to be filed with the Department or included as part of the manual rates.	n/a
Renewal Discounts		Renewal Discounts or credits due to the insured's longevity with the company are not permitted for Commercial Liability coverage.	n/a
Service Charges		Late payment fees, reinstatement fees, and premium installment fees are to be classified as service fees that are outside of the rating structure, and do not have to be filed with the Department or included as part of the manual rates.	n/a

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES
REVIEW STANDARDS FOR COMMERCIAL LIABILITY

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
RATING PLAN REQUIREMENTS	§2344 11NYCRR161.8 (Reg. 129)	Rating plans are subject to prior approval. Even if the insurer is adopting a rating plan from a Rate Service Organization (RSO) without modification, such plan is subject to the prior approval requirements.	
Composite Rating		Please refer to item RP-1 and RP-2 of Compliance Questionnaire NEWRATE and Regulation 129 for the rating plan rules and standards.	n/a
Expense Reduction Plan		Please refer to item RP-1 and RP-2 of Compliance Questionnaire NEWRATE and Regulation 129 for the rating plan rules and standards.	n/a
Experience Rating		Please refer to item RP-1, RP-2, and RP-3 of Compliance Questionnaire NEWRATE and Regulation 129 for the rating plan rules and standards.	n/a
Loss Rating		Please refer to item RP-1 and RP-2 of Compliance Questionnaire NEWRATE and Regulation 129 for the rating plan rules and standards.	n/a
Retrospective Rating		Please refer to item RP-1 and RP-2 of Compliance Questionnaire NEWRATE and Regulation 129 for the rating plan rules and standards.	n/a
Schedule Rating		Please refer to item RP-1 and RP-2 of Compliance Questionnaire NEWRATE and Regulation 129 for the rating plan rules and standards.	RP-1
RATE/LOSS COST SUPPORTING INFORMATION			
Actuarial or other Rate Support	11NYCRR161 (Reg. 129) CL 19 (1992) Circular Letter No. 5 (2009)	Rate making and supporting information for rates, rating plans, and rating rules must be organized into exhibits, which follow a sequential numbering system. The Rate Filing Sequence Checklist and the related instructions prescribe the required format used to support rate, rating plan, and rating rule filings. Rate Filing Sequence Checklist newrate.doc (Word Format) newrate.pdf (PDF Format) Instructions for Rate Filing Sequence Checklist instr.doc (Word Format) instr.pdf (PDF Format)	Included

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES

COMMERCIAL LIABILITY INSURANCE FORM FILING COMPLIANCE QUESTIONNAIRE

PAGE 1 OF 3

COMPANY Hudson Insurance

Co. File No. H-PE-LIAB-20

Company Contact: Carol Selleck

Phone Number: 623.376.2462

E-Mail Address: cselleck@cox.net

Claims Made Eligible? NO

Sub-Type of Insurance Commercial General Liability

Type of Insurance Other Liability

Instructions: All applicable items must be answered. Responses in the shaded area indicate non-compliance with Regulation Nos. 95, 107, 110, and/or 121 and New York Insurance Law Section Nos. 1113, 2307, 3105, 3106, 3420 and/or 3426. Form, page and paragraph references that bring the submission into compliance must be included. Enter "NA" in this column for any item not applicable to the filing being submitted. Failure to complete all items, or responses in the shaded area, will result in this filing being returned without further review.

I. ALL POLICIES

A. Policy complies with §2307 as follows:

1. Is there coverage for any of the following?

a. Punitive or exemplary damages

b. Intentional acts

c. Assault and battery, except for defense of person or property

YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>
YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>

B. Does the policy comply with § 3420 as follows?

1. Policy is written on a "pay on behalf of" basis rather than on an indemnification basis

YES NO

2. Policy contains a proper insolvency clause

YES NO

3. Policy contains a proper judgment clause, and does not include the requirement that the judgment be "final", or obtained "after actual trial"

YES NO

4. Policy contains a provision permitting notice of claim to be given to company's agent.

YES NO

5. Is there a provision that failure to give timely notice shall not invalidate any claim if such notice is given as soon as reasonably possible? [NYIL §3420(a)(4)]

YES NO

6. Is there a provision that failure to give timely notice shall not invalidate any claim, unless such failure has prejudiced the insurer? [NYIL §3420(a)(5)]

YES NO

7. Is there a provision that, with respect to all liability claims (except property damage), if the insurer disclaims liability or denies coverage based upon the failure to provide timely notice, the injured person or other claimant may maintain an action directly against the insurer, provided the disclaimer or denial is based on such failure? [NYIL §3420(a)(6)]

YES NO

C. Defense Provisions

1. Policy provides defense even if allegations are groundless, false or fraudulent?

YES NO

2. Policy provides for the orderly transfer of defense duties when a limit of liability is used up in the payment of judgements or settlements

YES NO

3. Policy is written on a defense within limits basis; Does it comply with Regulation 107? (complete DWL checklist)

YES NO

D. If policy includes coverage for personal injury, does it contain, in substance, the items contained in §1113(a)(13)?

YES NO

E. If the policy covers bodily injury, and that definition does not include mental anguish that results from a wrongful act, is some form of rate relief given?

YES NO

F. Does policy language comply with §3426? (complete §3426 checklist)

YES NO

NOTE: All citations are to the applicable sections of Regulation Nos. 95, 107, 110, and/or 121 and New York Insurance Law sections 1113, 2307, 3105, 3106, 3420 and/or 3426.

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES

COMMERCIAL LIABILITY INSURANCE FORM FILING COMPLIANCE QUESTIONNAIRE

COMPANY Hudson Insurance Company

Sub-Type of Insurance Commercial General Liability

Instructions: All applicable items must be answered. Responses in the shaded area indicate non-compliance with Regulation Nos. 95, 107, 110, and/or 121 and New York Insurance Law Section Nos. 1113, 2307, 3105, 3106, 3420 and/or 3426. Form, page and paragraph references that bring the submission into compliance must be included. Enter "NA" in this column for any item not applicable to the filing being submitted. Failure to complete all items, or responses in the shaded area, will result in this filing being returned without further review.

I. ALL POLICIES (continued)

- | | | | |
|---|--|-------------------------------------|---|
| <p>G. <input type="checkbox"/> Policy is written on a claims-made basis; Does it comply with Regulation 121? (complete claims-made checklist)</p> | <p>YES <input type="checkbox"/></p> | <p>NO <input type="checkbox"/></p> | |
| <p>H. Does the policy contain warranties that violate §3105 or §3106?</p> | | <p>YES <input type="checkbox"/></p> | <p>NO <input checked="" type="checkbox"/></p> |
| <p>I. If more than one policy issued by the company/affiliate covers the loss, is coverage limited to the policy with the highest limit?</p> | | <p>YES <input type="checkbox"/></p> | <p>NO <input checked="" type="checkbox"/></p> |
| <p>J. Does the policy contain a definition of loading or unloading?</p> | | <p>YES <input type="checkbox"/></p> | <p>NO <input checked="" type="checkbox"/></p> |
| <p>K. Does the policy contain the name of an unlicensed company?</p> | | <p>YES <input type="checkbox"/></p> | <p>NO <input checked="" type="checkbox"/></p> |
| <p>L. Are there any blank forms?</p> | | <p>YES <input type="checkbox"/></p> | <p>NO <input type="checkbox"/></p> |
| <p>M. Are all forms numbered?</p> | <p>YES <input checked="" type="checkbox"/></p> | <p>NO <input type="checkbox"/></p> | |
| <p>N. Policy application:</p> | | | <p>Not part of policy</p> |
| <p> 1. Has been filed for approval if part of the policy</p> | <p>YES <input type="checkbox"/></p> | <p>NO <input type="checkbox"/></p> | |
| <p> 2. Complies with Regulation 95</p> | <p>YES <input checked="" type="checkbox"/></p> | <p>NO <input type="checkbox"/></p> | |
| <p>O. If policy contains a tobacco exclusion, is the exclusion limited to the deleterious health effects associated with the use of such products?</p> | <p>YES <input type="checkbox"/></p> | <p>NO <input type="checkbox"/></p> | |

II. "LEGAL SERVICES INSURANCE" IN LIABILITY POLICIES

- | | | | |
|--|--|--|------------|
| <p>A. Indicate below which, if any, "Legal Services Insurance" coverages are provided (See Department Regulation 162) Unless "None" is checked, complete Legal Services Insurance Checklist</p> <p><input type="checkbox"/> (i) Defense only coverage for administrative proceedings</p> <p><input type="checkbox"/> (ii) Defense coverage for claims seeking injunctive or other non pecuniary relief</p> <p><input type="checkbox"/> (iii) Defense of allegations which are excluded</p> <p><input type="checkbox"/> (iv) Coverage for insured who initiates legal action</p> <p><input type="checkbox"/> (v) Other _____ (Specify)</p> <p><input type="checkbox"/> (vi) None</p> | | | <p>n/a</p> |
|--|--|--|------------|

III. DIRECTORS AND OFFICERS POLICIES

- | | | | |
|---|-------------------------------------|------------------------------------|------------|
| <p>In addition to the requirements of I and II above, does the policy contain the minimum retention and coinsurance amounts required by Regulation 110?</p> | <p>YES <input type="checkbox"/></p> | <p>NO <input type="checkbox"/></p> | <p>n/a</p> |
|---|-------------------------------------|------------------------------------|------------|

IV. EMPLOYEE BENEFITS POLICIES

- | | | | |
|---|--|-------------------------------------|---|
| <p>In addition to the requirements of I and II above, does the policy contain any coverages which would substantially provide for the giving of legal advice?</p> | | <p>YES <input type="checkbox"/></p> | <p>NO <input checked="" type="checkbox"/></p> |
|---|--|-------------------------------------|---|

NOTE: All citations are to the applicable sections of Regulation Nos. 95, 107, 110, and/or 121 and New York Insurance Law sections 1113, 2307, 3105, 3106, 3420 and/or 3426.

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES

COMMERCIAL LIABILITY INSURANCE FORM FILING COMPLIANCE QUESTIONNAIRE

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COMPANY Hudson Insurance Company

Sub-Type of Insurance Commercial General Liability

Instructions: All applicable items must be answered. Responses in the shaded area indicate non-compliance with Regulation Nos. 95, 107, 110, and/or 121 and New York Insurance Law Section Nos. 1113, 2307, 3105, 3106, 3420 and/or 3426. Form, page and paragraph references that bring the submission into compliance must be included. Enter "NA" in this column for any item not applicable to the filing being submitted. Failure to complete all items, or responses in the shaded area, will result in this filing being returned without further review.

<p>V. If the policy is a following form excess liability policy, does it contain language conforming policy to all New York requirements if an unlicensed company is an underlying carrier?</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>	<p>n/a</p>
VI. For Umbrella Policies			
<p>1. Insureds consent is required to settle claims within the insured's retention, unless such consent is unreasonably withheld</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>	<p>n/a</p>
<p>2. Policy provides coverage for Workers Compensation and Employers Liability where an employee is subject to the NY Workers Compensation Law</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>
VII. Employment Practices			
<p>In addition to the requirements of I and II above, coverage is provided only for claims resulting from disparate impact or vicarious liability</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>	<p>n/a</p>
VIII. Does the policy contain a pollution exclusion or definition that includes any of the following as a pollutant:			
<p>Lead</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>
<p>Noise</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>
<p>Electromagnetic Fields</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>
IX. If the policy contains a lead exclusion:			
<p>1. Is there a manual rule providing for a premium reduction of between 2% and 10% (1% for BOPS)? Note: For Commercial Umbrella or Excess Liability policies there must be a credit of between 2% and 10% if the underlying coverage does not have a lead exclusion or when the policy premium is not based upon the underlying premium.</p>	<p>YES <input checked="" type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>	
<p>2. Is there a manual rule that the exclusion may only be attached to policies insuring structures built prior to 1980 which have a significant potential lead exposure and have not undergone lead abatement procedures?</p>	<p>YES <input checked="" type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>	
X. PURCHASING GROUPS			
<p>In addition to compliance with all form and rate requirements, Notice of Intent has been filed with Excess Lines Unit of the Property Bureau.</p>	<p>YES <input type="checkbox"/></p>	<p>NO <input type="checkbox"/></p>	<p>n/a</p>

NOTE: All citations are to the applicable sections of Regulation Nos. 95, 107, 110, and/or 121 and New York Insurance Law sections 1113, 2307, 3105, 3106, 3420 and/or 3426.

NEW YORK INSURANCE DEPARTMENT

COMMERCIAL LINES CANCELLATION AND NONRENEWAL FORM FILING COMPLIANCE QUESTIONNAIRE

COMPANY Hudson Insurance Company	Co. File No. H-PE-PKG-2017
Company Contact: Carol Selleck	Phone Number: 623.376.2462
E-Mail Address: cselleck@cox.net	

Instructions: All applicable items must be answered. Responses in the shaded area indicate non-compliance with Section 3426 of the New York Insurance Law. Form, page and paragraph references that bring the submission into compliance must be included. Failure to complete all items, or responses in the shaded area, will result in this filing being returned without further review.

I. SPECIFIC CANCELLATION/NONRENEWAL PROVISIONS

ISO Form
IL 02 68 01 14

A. CANCELLATIONS

1. The policy provides at least 20 days notice if cancellation occurs during the first 60 days. [§3426(b)] YES NO

2. After the first 60 days, a cancellation notice must:

a. Give at least 15 days notice [§3426(c)] YES NO

b. Be only for the reason permitted by §3426(c) YES NO

B. NONRENEWAL/CONDITIONAL RENEWALS

1. Notice must be given a minimum of 60 days and maximum of 120 days notice. [§3426(e)(3)] YES NO

2. Conditional renewal notice must be sent in the event of:

a. Change of limits [§3426(e)(1)(B)] YES NO

b. Change in type of coverage [§3426(e)(1)(B)] YES NO

c. Reduction of coverage [§3426(e)(1)(B)] YES NO

d. Increased deductible [§3426(e)(1)(B)] YES NO

e. Additional exclusion [§3426(e)(1)(B)] YES NO

f. Premium increase in excess of 10% [§3426(e)(1)(B)] YES NO

3. The notice must be mailed to the insured and the insured's agent or broker. [§3426(e)(1)] YES NO

II. OTHER PROVISIONS

1. Are there any provisions, other than those in §3426(d)(2), limiting the term of the policy to less than one year? YES NO

2. Aggregate limit of expiring policy is increased in proportion to any policy extension as a result of late notice. [§3426(e)(6)] YES NO

NOTE: All citations are to the applicable paragraphs of Section 3426 (NYIL).

HUDSON INSURANCE COMPANY EXPENSE EXHIBIT
EXHIBIT RF-3 (EXPENSES)
Commercial Multi-Peril (Liability Portion) - 5.2
Countrywide Direct Business Written (in 000's) - IEE Part III

	2015		2014		2013		2012		2011		Combined		Average		Selected
	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	%
Written Premium	1,051		1,142		1,223		1,337		1,370		6,123		1,225		
Earned Premium	1,079		1,173		1,282		1,576		1,324		6,434		1,287		
Incurred Losses	139	12.9%	70	6.0%	(4)	-0.3%	185	11.7%	529	40.0%	919	14.3%	184	14.0%	
Defense and Cost Containment	139	13.2%	252	22.1%	24	2.0%	190	14.2%	180	13.1%	785	12.8%	157	12.9%	
Adj and Other Inc Expenses	(6)	-0.6%	3	0.3%	(1)	-0.1%	1	0.1%	23	1.7%	20	0.3%	4	0.3%	
Total LAE	133	12.3%	255	21.7%	23	1.8%	191	12.1%	203	15.3%	805	12.5%	161	12.7%	
Unpaid Losses	290	26.9%	874	74.5%	914	71.3%	993	63.0%	881	66.5%	3,952	61.4%	790	60.4%	
Defense and Cost Containment Unpaid	17	1.6%	62	5.4%	62	5.1%	140	10.5%	129	9.4%	410	6.7%	82	6.4%	
Adj and Other Inc Expenses Unpaid	7	0.7%	14	1.2%	14	1.1%	16	1.2%	49	3.6%	100	1.6%	20	1.6%	
Total LAE Unpaid	24	2.2%	76	6.5%	76	5.9%	156	9.9%	178	13.4%	510	7.9%	102	7.6%	
Unearned Prem Reserve	341	31.6%	369	31.5%	400	31.2%	460	29.2%	699	52.8%	2,269	35.3%	454	35.2%	
Agents Balances	83	7.7%	34	2.9%	50	3.9%	46	2.9%	49	3.7%	262	4.1%	52	4.2%	
Commission and Brok Expense Inc	534	49.5%	578	49.3%	598	46.6%	820	52.0%	507	38.3%	3,037	47.2%	607	47.1%	22.5%
Taxes, Licenses, Fees	27	2.5%	15	1.3%	33	2.6%	24	1.5%	36	2.7%	135	2.1%	27	2.1%	2.1%
Other Acq, Field Supervision, Collection Exp Inc	61	5.7%	58	4.9%	38	3.0%	50	3.2%	51	3.9%	258	4.0%	52	4.1%	4.1%
General Expenses Inc	37	3.4%	47	4.0%	48	3.7%	44	2.8%	37	2.8%	213	3.3%	43	3.4%	3.4%
UW Expenses	659	61.1%	698	59.5%	717	55.9%	938	59.5%	631	47.7%	3,643	56.6%	729	56.7%	32.1%

plan for new program

UW Profit **-0.3%**
Total Overhead Provisions **31.8%**
Expected Loss Ratio **68.2%**

LCM 1.465

Hudson Insurance Company

Exhibit RF-4 (INVESTMENT INCOME)

Derivation of Underwriting Profit Load - Commercial Multi-Peril (Liability Portion) 5.2

(a) Unearned Premium Reserve		
(1) Est. Earned Premium for CY 2015	1,079	2015 IEE, Part III
(2) Average Unearned Premium Reserve (all LOBs)	355	Avg of Net UEPR for all LOBs 2014 and 2015
(3) Prepaid Expenses:		
Commission and Brokerage Expenses	22.5%	Selected as actual commission paid for this Program
Taxes, Licenses & Fees	2.1%	
Other Acquisitions Expenses	4.1%	
General Expenses	3.4%	
Total	32.1%	
(4) Deduction for Prepaid Expenses (2)*(3), all LOBs	114	(a3) Total * (a2)
(5) Net subject to Investment (2)-(4), all LOBs	241	(a2) - (a4)
(b) Delayed Remission of Premium (agents' balance, all LOBs)	59	Avg of 2014 and 2015 A.S. Page 2 uncollected prem and agents balances in the course of collections
(c) Loss and Loss Expense Reserves		
(1) Expected Loss & LAE (a1)*[1-(a3)]	733	(a)1*(1-(a)3))
(2) Expected Average Loss Reserve	1,896	Sources: Selected Section 4
(d) Net subject to Investment	2,079	2015 ASLOB WP/2015 Total WP * [(a5)-(b)] +c2
(e) After Tax Rate of Return	2.7%	Sources: Selected Section 3
(f) After Tax Investment Earnings on Net Reserves (d)*(e)	57	(d) * (e)
(g) After Tax Average Rate of Return as Percent of Direct Earned Premium (f)/(a1)	5.2%	(f)/(a1)
(h) Premium Leverage Ratio	1.449	Sources: Selected Section 2
(i) Selected After Tax Return on Net Worth	10.0%	
(j) Expected FIT Rate	35.0%	
(k) Indicated UW Profit Factor	-0.3%	{[(i-e)/h]-g}/(1-j)

Profit Load Source Calculation

1. Hudson CMP (Non-Liab)

Historical and Selected Expenses (%)

	2015	2014	2013	Average	Selected
Commission and Brokerage Expenses	33.14	35.48	32.02	33.5	22.5 plan for new program
Taxes, Licenses & Fees	2.42	1.35	2.53	2.1	2.1
Other Acquisitions Expenses	5.49	5.24	2.92	4.5	4.5
General Expenses	3.32	4.20	3.64	3.7	3.7
U/W Profit					3.4
					36.3
					63.7%

2. Hudson all LOBs

HIC Statutory Surplus Ratio

Year	Premiums Written	Surplus	Premium to Surplus Ratio
2011	514,333,000	388,647,116	1.323
2012	548,325,000	398,901,229	1.375
2013	614,431,000	413,948,652	1.484
2014	703,634,000	440,175,150	1.599
2015	671,468,000	457,868,064	1.467
All years	3,052,191,000	2,099,540,211	1.449

3. Hudson all LOBs

HIC Historical ROR 2015

HIC Historical ROR 2014

HIC Historical ROR 2013

HIC Historical ROR 2012

Investment Category	2015 Inv Income			2014 Inv			2013 Inv Income			2012 Inv		
	Earned	Tax Rate	After-Tax Inv Income	Income Earned	Tax Rate	After-Tax Inv Income	Earned	Tax Rate	After-Tax Inv Income	Income Earned	Tax Rate	After-Tax Inv Income
Taxable Bonds	2,072,654	35.00%	1,347,225	1,860,101	35.00%	1,209,066	2,669,798	35.00%	1,735,369	3,982,064	35.00%	2,588,342
Non-Taxable Bonds	14,387,642	5.25%	13,632,291	16,198,788	5.25%	15,348,352	16,157,347	5.25%	15,309,086	16,829,478	5.25%	15,945,930
Preferred Stocks	1,013,872	35.00%	659,017	1,279,060	35.00%	831,389	1,458,910	35.00%	948,292	1,458,910	35.00%	948,292
Common Stocks	30,952	35.00%	20,119	0	35.00%	0	0	35.00%	0	0	35.00%	0
Common Stocks in Affiliates	23,344,326	14.18%	20,034,101	4,053,423	14.18%	3,478,648	0	14.18%	0	0	14.18%	0
Cash	50,309	35.00%	32,701	39,256	35.00%	25,516	26,079	35.00%	16,951	31,139	35.00%	20,240
All Other Investments	0	35.00%	0	24,519	35.00%	15,937	1,704	35.00%	1,108	0	35.00%	0
Total Gross Investment Income	40,899,755		35,725,453	23,455,147		20,908,908	20,313,838		18,010,805	22,301,591		19,502,804
Total Investment Expense	1,355,593	35.00%	881,135	1,546,171	35.00%	1,005,011	1,072,131	35.00%	696,885	1,133,840	35.00%	736,996
Net Investment Income Earned			34,844,317			19,903,896			17,313,920			18,765,808
Net Realized capital gains	11,812,852	35.00%	7,678,354	6,419,370	35.00%	4,172,591	2,164,217	35.00%	1,406,741	1,432,652	35.00%	931,224
Total Investment Return			42,522,671			24,076,487			18,720,661			19,697,032
Net Assets as of 12/31/2015			1,082,816,423			1,042,651,623			819,044,000			821,135,558
Net Assets as of 12/31/2014			1,042,651,623			819,044,000			821,135,558			736,586,712
Average Net Assets			1,062,734,023			930,847,812			820,089,779			778,861,135
After-Tax Investment Income Return on Net Assets			3.28%			2.14%			2.11%			2.41%
After-Tax Realized Capital Gains Return on Net Assets			0.72%			0.45%			0.17%			0.12%
After-Tax Total Rate of Return on Net Assets			4.00%			2.59%			2.28%			2.53%
Selected Total Rate of Return			2.72%									
Realized Capital Gains %			0.3%									

DIRECT

4. Hudson CMP (Non-Liab)

HIC Misc Ratios

Year	Direct Earned Premium	UEPR	Average UEPR	Ratio to EP	Agents' Balance	Average Agents' Balance	Ratio to EP	Loss Reserve	Loss & LAE Reserve	Incurred Loss & LAE	Ratio of Reserves to Incurred
2011	4,245	2,350	2,350	55.4%	159	159	3.7%	1,584	1,744	1,605	1.09
2012	6,234	2,372	2,361	37.9%	213	186	3.0%	2,884	2,987	3,385	0.88
2013	6,790	1,898	2,135	31.4%	257	235	3.5%	4,477	4,828	4,107	1.18
2014	6,093	2,084	1,991	32.7%	189	223	3.7%	4,130	4,336	2,724	1.59
2015	6,116	1,860	1,972	32.2%	457	323	5.3%	3,440	3,811	1,907	2.00
All years	29,478		10,809	36.7%		1,126	3.8%	16,515	17,706	13,728	1.29

selected 1.29

**Hudson Insurance Company
Initial Rate, Rule and Form Filing
Public Entity Property Program**

Hudson Insurance Company is expanding its business plan by becoming a new entrant to the Public Entity Market and has partnered with experience underwriters in this field.

The company's approximate market share for the line of insurance for which the filing is being made, in relation to the overall marketplace is less than one tenth of one percent. Public sector business is a niche business for Hudson, but the liability lines of business being offered are bread and butter, standard lines product, for this niche. The Property and Automobile portions of this program are being filed under separate cover.

Reinsurance is purchased for this program but it has no impact on the rates or overall product pricing.

The distribution channel(s) that are used to market this program are independent wholesale and retail brokers. This program is being underwritten by a Program Administrator, Euclid Public Sector Underwriters with one office in Itasca, IL. Hudson will have two offices handling claims for the program, in New York City and Chicago.

This program is, or will be, marketed nationwide. It is a new program form Hudson and the company expects it to be profitable and in line with its competitors.

The company's expected annual premium writings for the first year is expected to be \$50,000.

**Hudson Insurance Company
Initial Rate and Rule Filing
Public Entity Portfolio Package Program**

The following ISO Reference Document Numbers (DOI Numbers) are being adopted with this program.

General Liability Loss Costs – GL-2015-BGL1 (R2015003994)

TRIA – CL-2015-OTRRU (R2016001551)

Unmanned Aircraft Rule CL-2014-ODNRU (R2014004981)

Rules to Accommodate New Access or Disclosure of Confidential or Personal Information Exclusion
Endorsements - CL-2013-ODBRU (R2013003387)

Risk Characteristic	Description	Range Of Modifications Credit Debit
Classification Peculiarities	Where it can be clearly demonstrated that certain hazards peculiar to a classification have been eliminated to some degree or do not exist so that the classification normally assigned to the insured does not completely apply, or, conversely, the classification normally assigned to the insured does not consider certain hazards peculiar to the insured.	10% to 10%
Employees	<p>Selection. Superior/Adequate/Inadequate employee selection process whereby the insured screens prospective employees with respect to aptitude and ability.</p> <p>Training. Superior/Adequate/Inadequate training and supervision of employees.</p>	<p>3% to 3%</p> <p>3% to 3%</p>
Cooperation	<p>Medical Facilities. Insured has, or has ready accessibility to, superior/adequate/inadequate medical facilities to provide aid to injured parties. Superior/Adequate/Inadequate special precautions have been taken to provide for emergency situations.</p> <p>Safety Program. Insured has a superior/adequate/inadequate safety program.</p>	<p>2% to 2%</p> <p>2% to 2%</p>

**HUDSON INSURANCE COMPANY
PUBLIC ENTITY PORTFOLIO PROGRAM
NEW YORK RATE AND RULE PLAN - GENERAL LIABILITY**

1.00 GENERAL RULES

1.01 ELIGIBILITY

1.01-1

All Governmental Subdivisions of the state with taxing authority and/or created by state statute;

1.01-2

Public and private educational entities.

1.01-3

Hudson's target market for this program will be:

- Cities, towns, townships, villages, boroughs, or any other similarly established entity. CITY as noted throughout the rate plan means: City, town, township, village, borough, or any other similarly established entity.
- Counties
- Public and Private Educational Entities;
- Utilities
- Public and Private Special Service Districts:
 - Special Service District, purpose,
 - Taxing;
 - Utility districts; or
 - Other special districts or authorities not otherwise classified

1.02 COVERAGES AVAILABLE UNDER THIS FILING

General Liability (Occurrence Form)

1.03 RESERVED FOR FUTURE USE

1.04 REFER TO COMPANY

Refer to the company for the rating or classifying of any risk or exposure for which there is no manual rate or applicable classification. Rates shall not be inadequate, excessive or unfairly discriminatory.

1.05 RESERVED FOR FUTURE USE

1.06 POLICY TERM

Policies may be written for an annual term.

1.07 RESERVED FOR FUTURE USE

1.08 FACTORS OR MULTIPLIERS

Factors or multipliers are to be applied consecutively and not added together, unless otherwise specified. Interpolate for limits, deductibles and/or retentions, etc. which differ from plan.

1.09 ROUNDING PROCEDURE

1.09-1

Rates

Round rates, factors and multipliers after the final calculation to three decimal places. Five-tenths or more of a mill shall be considered one mill; e.g., 0.1245 = 0.125.

1.09-2

Premium

Round the premium for each coverage for which a separate premium is calculated, to the nearest whole dollar. Round a premium involving \$.50 or over to the next highest whole dollar.

1.10 POLICY WRITING MINIMUM PREMIUM

Refer to the specific coverage section of the rating plan.

**HUDSON INSURANCE COMPANY
PUBLIC ENTITY PORTFOLIO PROGRAM**

NEW YORK RATE AND RULE PLAN - GENERAL LIABILITY

1.11 ADDITIONAL PREMIUM CHANGES

1.11-1 Calculation of Premium

- a. Prorate all changes requiring additional premium.
- b. In computing the additional premium, charge the amount applicable on the effective date of the change even if the policy inception premium was less than the Policy Writing Minimum Premium.

1.11-2 Waiver of Premium

Waive additional premium of \$50 or less. This waiver applies only to that portion of the premium due on the effective date of the policy change.

1.12 RETURN PREMIUM CHANGES

1.12-1 Calculation of Premium

- a. Compute return premium at the rates used to calculate the policy premium.
- b. Compute return premium pro rate and round to the next higher dollar when any coverage or exposure is deleted or an amount of insurance is reduced. Retain the Policy Writing Minimum Premium.

1.12-2 Waiver of Premium

Waive return premium of \$50 or less. Grant any return premium due if requested by the insured. This waiver applies only to that portion of the premium due on the effective date of the policy change.

1.13 POLICY CANCELLATIONS

Pro rata calculation

Compute return premium pro rata and round to the next higher whole dollar when a policy is canceled:

- a. At the Company's request.
- b. Because the insured no longer has a financial or insurable interest in the property or business operation that is the subject of insurance.
- c. And rewritten in the same company or company group.

1.14 FORMS PORTFOLIO REFERENCE

Refer to Forms List for listing of forms to be used with this program.

1.15 RESIDENT AGENT COUNTERSIGNATURE

Secure a resident agent's countersignature as required by state law.

1.16 COMBINATION OF INTEREST

More than one interest may be named on a policy and rated as a single risk if one interest owns, manages or controls more than 50% of another. All the interests that are combined must be named on the policy.

1.17 RESTRICTIONS OF COVERAGE OR CHANGE IN RATE

Policies may be issued with special restrictions or at increased premium if the insured agrees in writing and the policy would not be written otherwise. Any Special Restriction shall be made in accordance with Circular Letter No. 20 (2008).

1.18 ENDORSEMENTS

The underwriter must document the attachment of any optional endorsements along with pricing consideration.

1.19 RESERVED FOR FUTURE USE

**HUDSON INSURANCE COMPANY
PUBLIC ENTITY PORTFOLIO PROGRAM**

NEW YORK RATE AND RULE PLAN - GENERAL LIABILITY

2.00 PREMIUM DEVELOPMENT

2.01 MINIMUM PREMIUM

\$500 minimum Premium applies per account.

2.02 RATES

General Liability base rates listed in this rating plan for General Liability are for limits of \$100,000 each Occurrence, \$200,000 Annual Aggregate.

Refer to the Tables included within this rating plan for the following specific rates and factors:

Base Rates

Increased Limits Factors

Deductible Factors

Risks Not Classified: Premium rates subject to prior approval as set forth in section 2305(b) of the Insurance Law and section 161.4(b)(21) of NY Insurance Department Regulation 129. This Part shall be submitted in accordance with the requirements of section 161.11 of this Part. For (a) rated risks not required to be filed with the superintendent, all such information, as described in section 161.11 of this of NY Insurance Department Regulation 129 shall be retained in the insurer's individual underwriting file for each policy issued, for a period of five years from the date of first issuance of such policy, and shall be available for inspection by the superintendent at any time.

2.03 GENERAL LIABILITY

2.03-1 CITY: Base rates are per \$1,000 of Adjusted Gross Operating Expenditures. Adjusted Gross Operating Expenditures is gross annual budget less deductions for excluded or separately insured operations or exposures.

2.03-2 COUNTY: Base rates are per \$1,000 of Adjusted Gross Operating Expenditures. Adjusted Gross Operating Expenditures is gross annual budget less deductions for excluded or separately insured operations or exposures.

2.03-3 UTILITY DISTRICT: Base rates are per \$1,000 of payroll.

2.03-4 SPECIAL SERVICE DISTRICTS: Base rates are per 1,000 Square Feet of Area

2.03-5 EDUCATIONAL INSTITUTION: Base rates are per student based on average daily attendance [ADA].

2.03-6 \$500 Minimum Premium applies to all classes.

2.03-7 RATES (see appendix table for specific rates)

CITY:	Class 1
COUNTY:	Class 2
UTILITY:	Class 3
SPECIAL SERVICE DISTRICT:	Class 4
EDUCATIONAL INSTITUTION:	Class 5

2.04 RESERVED FOR FUTURE USE

2.05 RESERVED FOR FUTURE USE

RATES & FACTORS

RATE TABLES:

**TABLE 1
Limit Factors (GL)**

LIMIT	FACTOR
-------	--------

**HUDSON INSURANCE COMPANY
PUBLIC ENTITY PORTFOLIO PROGRAM**

NEW YORK RATE AND RULE PLAN - GENERAL LIABILITY

200/500	1.240
250/500	1.315
300/500	1.390
500/1M	1.620
1M/1M	1.910
1M/2M	1.940
1M/3M	1.960

**TABLE 2
Deductible Factors (GL)**

DEDUCTIBLE	FACTOR*
\$250	0.006
\$500	0.011
\$1,000	0.022
\$2,000	0.039
\$2,500	0.047
\$3,000	0.054
\$5,000	0.080
\$10,000	0.129
\$15,000	0.167
\$20,000	0.198
\$25,000	0.225
\$50,000	0.322

* subtract Deductible factors from Limit factors to calculate adjusted Limit factor.

GENERAL LIABILITY RATES

CLASS OF RISK	RATES
Class 1 - City	3.70
Class 2 - County	3.46
Class 3 - Utility	43.03
Class 4 - Special District	249.16
Class 5 - Educational Institution	25.20

Dams, Levees, Dikes, Reservoirs:

If other than existence hazard exists, apply separate rate to Dam exposure:

Dams, Levees, Dikes, Reservoir – other than existence hazard: \$2,550 each

A. ADDITIONAL MULTIPLIERS:

Class 5 – Educational Institution:

If dormitory exposure exists, apply factor of 1.25 to base rate, based on number of dormitories that exist and their level of exposure.

All Classes:

Failure to Supply Coverage:

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PUBLIC ENTITY PORTFOLIO PROGRAM**

NEW YORK RATE AND RULE PLAN - GENERAL LIABILITY

This optional endorsement (PE-319s) provides sublimited failure to supply coverage for gas, oil, water, electricity, steam and/or biofuel. If no sublimit is selected, this endorsement excludes "bodily injury" or "property damage" arising out of failure to supply gas, oil, water, electricity, steam and/or biofuel. Damage resulting from sudden and accidental injury to tangible property is available for a charge of \$50.

The premium for this coverage shall be calculated as 10% of the base General Liability premium generated by the applicable utility. A separate deductible applicable to Failure to Supply sublimit may be offered as follows:

Failure to Supply Deductible

Deductible Amount	Factor
\$500	0.899
\$1,000	0.874
\$2,500	0.790
\$5,000	0.712
\$10,000	0.630
\$25,000	0.525

Railroad Contractual Liability

Provides bodily injury or property damage coverage for specific project work of an insured that is on or within 50' of a railroad.

Coverage may be provided by applying the following factors to the total cost of the project:

Projects not including utility work	6% of total job cost, minimum \$250
Projects including utility work	14% of total job cost, minimum \$500

GENERAL LIABILITY OPTIONAL ENDORSEMENTS

The following **optional** endorsements are available to the insured at an additional premium:

Sexual Abuse/Molestation Limits and Premium

Limits Available	Limit			
	\$250,000/500000	\$500,000/1000000	\$1,000,000/1000000	>\$1,000,000/1000000
Rate	3.125% of GL premium	6.25% of GL premium	13.125% of GL premium	19.69% of GL premium
Minimum Premium	\$63	\$125	\$313	\$375

Attach CL CG 00 06 NY

Additional Insured

Attach appropriate additional insured endorsement. The majority of additional insureds may be added at no charge, except Additional Insured - Lessor of Leased Equipment (CG 20 28) and Additional Insured – Designated Person or Organization (CG 20 26). Charge \$25 per each additional insured for either of these two endorsements.

Liquor Liability

Coverage is included for temporary events of 5 consecutive days or less. Rates are based on table below:

Limit	Rate per day
-------	--------------

**HUDSON INSURANCE COMPANY
PUBLIC ENTITY PORTFOLIO PROGRAM**

NEW YORK RATE AND RULE PLAN - GENERAL LIABILITY

\$50,000/50,000	\$150
\$100,000/100,000	\$175
\$300,000/300,000	\$250

Owners & Contractors Protective Liability Coverage

The following optional Forms and Additional Premium Charges apply:

Endorsement Name	Charge
Special Protective Highway Liability Policy – New York Department of Transportation CG 00 14	\$250 flat charge
Additional Insured – State or Governmental Agency or Subdivision or Political Subdivision–Permits or Authorizations CG 29 35	\$25 flat charge applies to each scheduled state or political subdivision

School Nurses Professional Liability

Coverage can be added by endorsement; attach PEI-41s. Rate is \$500 per nurse.

Emergency Service Organization Off-Premises Pollution Liability Coverage

Coverage can be added by endorsement; attach PEI-150s NY. Rate is \$50 per location.

Fellow Employee Coverage

Coverage can be added by endorsement; attach GL 120s. Rate is based on table below:

Population	Rate
Up to 2500	\$51
2500-5000	\$85
5000-10000	\$126
10000-17000	\$169
17000-25000	\$254
25000-50000	\$338
Greater Than 50000	\$8 per thousand

LEAD CONTAMINATION EXCLUSION (UT-267g)

The Lead Exclusion Endorsement UT-267g shall be attached to policies with structures built prior to 1980 which have a significant potential lead exposure and have not undergone lead abatement procedures. A premium reduction of 2% of the general liability premium shall be applied to the policy. The exclusion may not be attached to policies otherwise.

ENHANCED GENERAL LIABILITY EXTENSION ENDORSEMENT (PE-331s NY)

This mandatory endorsement is attached to all policies and provides the following additional coverages without charge:

- Crisis Management Emergency Response Expenses
- Workplace Violence Counseling

PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION (UT-74g)

This endorsement is mandatory and applies to all policies. There is no premium adjustment.

ASBESTOS EXCLUSION (UT-266g)

This endorsement is mandatory and applies to all policies. There is no premium adjustment.

LOSS COST MULTIPLIERS

**HUDSON INSURANCE COMPANY
PUBLIC ENTITY PORTFOLIO PROGRAM**

NEW YORK RATE AND RULE PLAN - GENERAL LIABILITY

Assumption: Loss Costs published by Insurance Services Office (ISO) are average loss costs and do not reflect certain inherent risk management strengths or weaknesses possessed by an individual insured.

We are filing the following loss cost multiplier:

General Liability

A Loss Cost Multiplier of 1.465 will be applied to all General Liability loss costs.

GENERAL LIABILITY SCHEDULE RATING PLAN

The Schedule Rating provisions of this Plan shall apply to any risk that develops an annual basic limits company premium of \$2,500 or more for the bodily injury and property damage liability exposures to be rated.

A schedule rating modification shall also be applied to the otherwise chargeable premium in accordance with the following tables, subject to a maximum credit or debit of 15%, to reflect such characteristics of the risk as are not reflected in the base rates.

Risk Characteristic	Description	Range Of Modification		
		Credit		Debit
Location	Exposure inside premises. Superior/Adequate/Inadequate response to reasonable recommendations on elimination of hazards and to requests for minor structural alterations intended to result in risk improvement. Superior/ Adequate/Inadequate controls and/or special procedures to deal with emergency situations.	5%	to	5%
	Exposure outside premises. Superior/Adequate/Inadequate response to reasonable recommendations on elimination of hazards and to requests for minor structural alterations intended to result in risk improvement. Superior/Adequate/Inadequate controls and/or special procedures to deal with emergency situations.	5%	to	5%
Premises	Condition. Superior/Adequate/Inadequate response condition of premises giving consideration to workmanship, materials, age and maintenance. The design features of the premises are superior/adequate/inadequate with respect to minimizing hazards.	5%	to	5%
	Care. The design features of the premises are superior/adequate/inadequate with respect to the intended purposes of the occupant. Lighting and arrangements for emergency lighting are superior/adequate/ inadequate in stair wells, halls and operating areas.	5%	to	5%
Equipment	Superior/Adequate/Inadequate condition of fixtures, machinery and equipment. Superior/Adequate/ Inadequate level of ventilating and/or air-conditioning equipment. Superior/Adequate/Inadequate type and location of protective equipment with respect to the operations involved.	10%	to	10%
Classification Peculiarities	Where it can be clearly demonstrated that certain hazards peculiar to a classification have been eliminated to some degree or do not exist so that the classification normally assigned to the insured does not completely apply, or, conversely, the classification normally assigned to the insured does not consider certain hazards peculiar to the insured.	10%	to	10%
Employees	Selection. Superior/Adequate/Inadequate employee selection process whereby the insured screens prospective employees with respect to aptitude and ability.	3%	to	3%
	Training. Superior/Adequate/Inadequate training and supervision of employees.	3%	to	3%
Cooperation	Medical Facilities.			

**HUDSON INSURANCE COMPANY
PUBLIC ENTITY PORTFOLIO PROGRAM**

NEW YORK RATE AND RULE PLAN - GENERAL LIABILITY

Insured has, or has ready accessibility to, superior/adequate/inadequate medical facilities to provide aid to injured parties. Superior/Adequate/Inadequate special precautions have been taken to provide for emergency situations.	2%	to	2%
Safety Program. Insured has a superior/adequate/inadequate safety program.	2%	to	2%

Hudson Insurance Company

Initial Rate and Rule Filing
Public Entity Portfolio Program
EXHIBIT CMP-1 (Company Analysis)

Major Coverage Provisions:

The coverage being provided by Hudson for general liability is comparable to that provided by Argonaut Insurance Company. The coverage is largely controlled by standard ISO language with enhancements that are unique to the public sector class. Hudson used ISO as the core basis for each of the forms with enhancements or exclusions addressing unique exposures to municipal business.

Agency Distribution System:

Hudson will market this program through a General Underwriting Manager who will accept business through licensed New York producers. The distribution system used by Hudson will be the same (or similar) to that used by Argonaut and Travelers as this business is generally written by retail agents that specialize in this class of business.

Target Market:

Hudson Insurance Company will target public entities serving populations under 100,000 and special service districts. The company anticipates expanding into over 20 states within the next five years.

Market Share:

The market share for New York is projected at around \$500,000 (all lines of business) in the first 12 months, with an ultimate total market of \$1m as the program matures which would likely be in the 2-5% total market for the state of New York.

NYDOI Competitor Filings:

When we considered benchmark rates for our optional coverages, we have initially selected Argonaut Insurance Company as our benchmark competitor due to its size and experience in the public sector. Argonaut is a leading writer of this class of business in the state of New York. Rates for Railroad Contractual Liability, Sexual Abuse/Molestation, and Failure to Supply Coverages were based on Argonaut countrywide filing, as referenced in SERFF Tracking # RGN-129775848.

However, the Argonaut filing did not include rates for some of the optional coverages that we would like to offer. We therefore referred to State National New York filing, SERFF Tracking # STNA-129225601, as our benchmark for these other optional coverages: School Nurses Professional Liability, Liquor Liability, Owners & Contractors Protective Liability, and Emergency Service Organization Off-Premises Pollution Liability. State National filed a new program in 2013. As mentioned in their filing, State National rates were based on thorough analysis of major competitors and the filing was approved.

Finally, when considering rates for Fellow Employee coverage, we felt that rates should vary by population size, because the exposure is higher for a higher number of employees, whereas State National included a flat charge for this coverage. We therefore based our rates for Fellow Employee coverage on Allied World countrywide filing, SERFF Tracking # DRWN-129587020, where rates varied by population size.

Hudson Insurance Company

Initial Rate and Rule Filing

Public Entity Portfolio Program

EXHIBIT CMP-2 (Base Rate & Rating Factor Comparison)

The rating factors selected by Hudson for optional coverages mentioned in exhibits JDG-1 and CMP-1 are similar to those filed by competitors, as illustrated and explained in exhibit CMP-3.

Hudson's expense ratios closely align with competition, as shown below:

	Hudson	SNIC	Argonaut	AWAC
Commission & Other Acquisition Costs	26.60%	22.30%	12.00%	23.50%
Taxes, Licenses and Fees	2.12%	2.20%	3.80%	2.90%
General Expense	3.35%	4.00%	12.00%	6.50%
ULAE	0.27%	3.50%	4.20%	0.00%
Total	32.35%	32.00%	32.00%	32.90%

Hudson Insurance Company
 Initial Rate and Rule Filing
 Public Entity Portfolio Program
 EXHIBIT CMP-3 (Rate Analysis)

Below is the Analysis of Hudson Selected Rates as Compared to Competition, with Rationale for Selections Explained.

Coverage: Railroad Contractual Liability

	Argonaut	Hudson Selected
Projects not including utility work	2%-10% of total job cost, minimum \$250	6% of total job cost, minimum \$250
Projects including utility work	3%-25% of total job cost, minimum \$500	14% of total job cost, minimum \$500
Hudson selected factors are the midpoint of the Argonaut range		

Coverage: Sexual Abuse/Molestation Liability

Argonaut				
	\$250,000/500000	\$500,000/1000000	\$1,000,000/1000000	>\$1,000,000/1000000
Limits				
Rate (Claims Made)	0%-2% of GL premium	0%-3% of GL premium	1%-10% of GL premium	1.5%-15% of GL premium
Min Premium (Claims Made)	\$50	\$100	\$250	\$300
<i>Occurrence coverage may be provided by applying an additional factor of 1.25.</i>				

Hudson Selected				
	\$250,000/500000	\$500,000/1000000	\$1,000,000/1000000	>\$1,000,000/1000000
Limits				
Rate (Occurrence)	3.125% of GL premium	6.25% of GL premium	13.125% of GL premium	19.69% of GL premium
Min Premium (Occurrence)	\$63	\$125	\$313	\$375
Hudson proposed coverage is Occurrence, therefore Argonaut's Occurrence factor of 1.25 was applied to all rates and factors. Then the mid point of the range was selected for each limit.				

Coverage: Failure to Supply

	Argonaut	Hudson Selected
Factor to calculate Additional Premium for Failure to Supply Coverage	10% of General Liability Premium	10% of General Liability Premium
Deductible Factors Applicable to Failure to Supply Coverage, if a Separate Deductible is Offered:		
Deductible Amount	Argonaut	Hudson Selected

500	0.90	0.90
1,000	0.87	0.87
2,500	0.79	0.79
5,000	0.71	0.71
10,000	0.63	0.63
25,000	0.53	0.53

Hudson selected factors are the same as Argonaut's factors.

Coverage: Liquor Liability

State National Charge included in the filing for temporary events, \$1M limit: \$442 per event

Hudson Insurance Company would like to offer limits of \$50K, \$100K, and \$300K.

We therefore used ISO ILFs to calculate the rates implied by State National filing for the desired limits:

	ISO ILFs relative to \$100/200K	ISO ILFs relative to \$1M/\$1M limit	Implied State National rate per event	Hudson Selected rate per day
50/50	0.75	0.39	174	\$150
100/100	0.93	0.49	215	\$175
300/300	1.34	0.70	310	\$250
1m/1m	1.91	1.00	442	

Hudson proposed rates are per day, while State National rate is per event. Therefore,

Hudson selected rates are a little lower than State National implied rates (assuming an average event duration of about 1.2 days)

Coverage: Owners Contractors Protective and Special Protective Highway Liability

Limit	State National	Hudson
\$1M/\$1M	\$250	\$250

Hudson selected rate is the same as State National rate.

Coverage: School Nurses Professional Liability

Limit	State National	Hudson
\$1M/\$1M	\$500 per nurse	\$500 per nurse

Hudson selected rate is the same as State National rate.

Coverage: Emergency Service Organization Off-Premises Pollution Liability Coverage

Limit	State National	Hudson
\$1M/\$1M	\$45 per location	\$50 per location

Hudson selected rate is close to State National rate.

Coverage: Fellow Employee Liability

	Allied World	Hudson
Population Range	Rate	Rate
Up to 2500	\$51	\$51
2500-5000	\$85	\$85
5000-10000	\$126	\$126
10000-17000	\$169	\$169
17000-25000	\$254	\$254
25000-50000	\$338	\$338
Greater Than 50000	\$8 per thousand	\$8 per thousand

Hudson selected rates are the same as Allied World rates.

NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES

Rate Filing Sequence Checklist

Insurer Name:
Hudson Ins. Co.
TOI:
17.0

Insurer File No.: H-PE-LIAB-2017

Sub-TOI: 17.1001

Exhibit Name	Exhibit Description	Included Exhibits (all must be checked yes or no)
<input type="checkbox"/> Exhibit STM-1	Master List of Compliance Checklists PDF	YES <input type="checkbox"/> NO <input type="checkbox"/> (Not a speed-to-market filing)
<input type="checkbox"/> Exhibit STM-2	Rate and/or Rating Plan Compliance Certification PDF	YES <input type="checkbox"/> NO <input type="checkbox"/> (Not a speed-to-market filing)
<input checked="" type="checkbox"/> Exhibit RF-1	Supplemental Explanatory Memorandum	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> (General filing information on Transmittal Document is complete)
<input type="checkbox"/> Exhibit RF-2	Actuarial Memorandum	YES <input type="checkbox"/> NO <input type="checkbox"/> (Filing contains no actuarial data)
<input checked="" type="checkbox"/> Exhibit RF-3	Expenses	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> (Filing pertains only to rating plans as defined by Section 161.1 of Regulation 129)
<input checked="" type="checkbox"/> Exhibit RF-4	Investment Income	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> (Exhibit RF-3 not required)
<input type="checkbox"/> Exhibit RT-1	Side-By-Side Comparison	YES <input type="checkbox"/> NO <input type="checkbox"/> (Filing pertains only to rating plans as defined by Section 161.1 of Regulation 129)
<input type="checkbox"/> Exhibit RT-2	Policyholder Rate Level Changes	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (No existing policyholders for this program)
<input type="checkbox"/> Exhibit RT-3	Policyholder Counts	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (No existing policyholders for this program)
<input checked="" type="checkbox"/> Exhibit RT-4	Insurer & Program Information	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> (Exempt per detailed instructions)
<input type="checkbox"/> Exhibit RT-5	Flex-Rating Information	YES <input type="checkbox"/> NO <input type="checkbox"/> (Filing not subject to flex-rating)
<input checked="" type="checkbox"/> Exhibit RSO-1	Rate Service Organization Adoptions	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> (Independent rates or no RSO adoption)
<input type="checkbox"/> Exhibit RSO-2	Loss Cost Modification Support	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (Filing does not contain loss costs)
<input type="checkbox"/> Exhibit EXP-1	Overall Rate Indications	YES <input type="checkbox"/> NO <input type="checkbox"/> (Filing support is based exclusively on judgment and/or competition)
<input type="checkbox"/> Exhibit EXP-2	Earned Premium Adjustments	YES <input type="checkbox"/> NO <input type="checkbox"/> (Exhibit EXP-1 not required)
<input type="checkbox"/> Exhibit EXP-3	Incurred Loss Adjustments	YES <input type="checkbox"/> NO <input type="checkbox"/> (Exhibit EXP-1 not required)
<input type="checkbox"/> Exhibit EXP-4	Credibility	YES <input type="checkbox"/> NO <input type="checkbox"/> (Exhibit EXP-1 not required)
<input type="checkbox"/> Exhibit EXP-5	Class & Territory Indications	YES <input type="checkbox"/> NO <input type="checkbox"/> (Exhibit EXP-1 not required)
<input type="checkbox"/> Exhibit EXP-6	Rating Factor, Debit, Credit or Other Rating Charge Indications	YES <input type="checkbox"/> NO <input type="checkbox"/> (Exhibit EXP-1 not required)
<input type="checkbox"/> Exhibit SUPP-1	Multi-Tier Programs	YES <input type="checkbox"/> NO <input type="checkbox"/> (Filing does not propose or modify a multi-tier program)
<input type="checkbox"/> Exhibit SUPP-2	Personal Lines Catastrophe Reinsurance Loads	YES <input type="checkbox"/> NO <input type="checkbox"/> (Filing is not a personal lines property filing or no catastrophe reinsurance load applies)
<input type="checkbox"/> Exhibit SUPP-3	Homeowners Catastrophe & Hurricane Deductibles	YES <input type="checkbox"/> NO <input type="checkbox"/> (Filing does not propose or modify homeowners catastrophe or hurricane deductibles)
<input checked="" type="checkbox"/> Exhibit JDG-1	Explanation of Key Areas of Judgment	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> (Filing support is based exclusively on experience and/or competition)
<input type="checkbox"/> Exhibit JDG-2	Raw Loss Experience	YES <input type="checkbox"/> NO <input type="checkbox"/> (No NY experience to provide)
<input checked="" type="checkbox"/> Exhibit CMP-1	Company Analysis	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> (Filing support is based exclusively on experience and/or judgment)
<input checked="" type="checkbox"/> Exhibit CMP-2	Base Rate & Rating Factor Comparison	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> (Exhibit CMP-1 does not apply)
<input checked="" type="checkbox"/> Exhibit CMP-3	Rate Analysis	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> (Exhibit CMP-1 does not apply)
<input type="checkbox"/> Exhibit CMP-4	Raw Loss Experience	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (No NY experience to provide)
<input checked="" type="checkbox"/> Exhibit RP-1	Rating Plans	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> (Filing does not include rating plans as defined by Section 161.1 of Regulation 129)
<input type="checkbox"/> Exhibit RP-2	Rating Plan Expected Loss Ratios	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (Filing does not include Experience, Retrospective or Composite Rating Plans of an RSO)
<input type="checkbox"/> Exhibit RP-3	Supplemental Experience Rating Plan Requirements	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (Filing does not include an independent Experience Rating Plan)
<input checked="" type="checkbox"/> Exhibit MRP-1	Manual Rate Pages	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> (Filing only includes rating plans as defined by Section 161.1 of Regulation 129)

Hudson Insurance Company
Initial Rate and Rule Filing
Public Entity Portfolio Program
EXHIBIT JDG-1 (Explanation of Key Areas of Judgment)

Since Hudson Insurance Company does not have any business under the currently filed rates, the proposed GL base rates were based on the latest ISO fil Loss Costs for New York and our filed Loss Cost Multiplier (LCM).

For the Public Entity Program, we have grouped classes into five (5) Classes of Risk described below:

For Class Group 1 - City we have selected the following ISO class codes:

City (different population levels) - ISO codes 44100-44104; contractors/subcontracted work related to bridges, tunnels, construction, etc. - ISO codes 915

For Class Group 2 - County we have selected the following ISO class codes:

County (different population levels) - ISO codes 44110-44112, 44108; contractors/subcontracted work related to bridges, tunnels, construction, etc. - ISC

For Class Group 3 - Utility we have selected the following ISO class codes:

Electric, Sewer, and Water companies - ISO codes 92445,98810,99943

For Class Group 4 - Special District we have selected the following ISO class codes:

Fire Departments, Exhibition Buildings, Libraries and Museums - ISO codes 43551, 63216, 66309, 46427

For Class Group 5 - Educational Institution we have selected the following ISO class codes:

Elementary and High Schools - ISO codes 47471 and 47473

To calculate the proposed rate for each class group we selected the mid point of the lowest and highest ISO loss cost within each group and multiplied b

With regards to optional coverages, we have stated on Exhibit RF-1 that the rates and rating factors for the following optional coverages were based on a Failure to Supply Coverage, Railroad Contractual Liability Coverage, Sexual Abuse/Molestation Coverage, Liquor Liability Coverage, Owners & Contractor School Nurses Professional Liability Coverage, Emergency Service Organization Off-Premises Pollution Liability Coverage and Fellow Employee Coverage. Rates and factors for these coverages were based on competitors filings. Please refer to exhibits CMP-1, CMP-2, and CMP-3 for further detail.

We feel that the proposed rates are adequate, not excessive and not unfairly discriminatory as they reflect the best estimate of the prospective costs associated with the business.

ed

81,91582,91585,91587, 91588, 91589

) codes 91581,91582,91585,91587, 91588, 91589

y the Loss Cost Multiplier (LCM).

nderwriting judgment:

s Protective Liability Coverage,



Hudson Insurance Company
Hudson Specialty Insurance Company
Hudson Excess Insurance Company

100 William Street, 5th Floor
New York, NY 10038

T 212 978.2800
www.hudsoninsgroup.com

An OdysseyRe | Fairfax Company

January 2, 2017

Insurance Commissioner
State Insurance Department

**Re: Profilers, LLC – Filing Authorization
Hudson Insurance Company**

Dear Insurance Commissioner:

This will certify that Profilers, LLC has been given full authority to submit and respond to any issues regarding the enclosed Public Entity filing on behalf of Hudson Insurance Company. This Authorization is deemed to be in effect until 12/31/2017. In the event you wish to contact a representative of Hudson Insurance Company, please contact the undersigned.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Dina G. Daskalakis', written over a circular stamp.

Dina G. Daskalakis
General Counsel, Senior Vice President

T 203-977-6020

/amm

1. Form PE-331s (4-17) (Public Entity Enhanced General Liability Extension Endorsement)
Identity Theft Expenses coverage should not be part of a liability policy and all references to it should be deleted. Please revise and resubmit. **Response:** The reference to identity theft expenses coverage was deleted. Please see attached revised form PE-331s NY.

2. LIMITS OF LIABILITY

(a) Item a must be revised to delete the phrase “whether you can collect on it or not” and to instead make reference to other “valid and collectible” insurance. **Response:** The wording in question was deleted. Please see attached revised form PE-331s NY.

(b) Item b appears to prevent the stacking of multiple policies issued by the Company or its affiliates and is not permitted. Please delete. **Response:** Item b was revised. Please see attached revised form PE-331s NY.

3. Form PE-335s (6-13) (Public Entity Employee Benefit Liability)

Item 1.a. of the coverage form should be amended to state that defense will be provided even if any allegations of the suit are groundless, false or fraudulent. Please revise and resubmit. **Response:** Item 1.a. was amended to add the requested language. In addition, we made an editorial revision under item 1.a.(1) to correct a paragraph reference. Please see attached revised form PE-335s NY.

4. Form GL-341s (Hydraulic Fracturing)

Please note that as a result of Governor Cuomo’s announcement that hydro fracking/hydraulic fracturing (fracking) is prohibited in New York State, kindly delete any references from the filing. **Response:** We are withdrawing form GL-341s.

5. Form GL-120s (Fellow Employee Coverage)

What types of coverage is this endorsement intended to provide? Is the intent to provide employees with coverage that can be considered Workers Compensation? If yes, this form must be withdrawn as Workers Comp/Employers Liability coverage is considered unlimited in nature in NY and, therefore, this exposure should not be contemplated in a Liability policy. **Response:** Fellow Employee Coverage form GL-120s does not provide coverage for Workers Compensation. The goal of this optional coverage is to cover bodily injury that an employee of the named insured organization causes to another employee.

6. Form GL-126s (11-11) (Emergency Service Organization Pollution Liability Coverage)

(a) Item 1.a. of the coverage form should be amended to state that defense will be provided even if any allegations of the suit are groundless, false or fraudulent. **Response:** Item 1.a. was amended to add the requested language. Please see attached revised form GL-126s NY.

(b) Item 1.b. – The main provision must be deleted, as these types of provisions are not permitted.

Response: Item 1.b. was amended. Please see attached revised form GL-126s NY.

7. Form PE-150s (4-17) (Emergency Service Organization Off-Premises Pollution Liability Coverage)

Item c. – The main provision must be deleted, as these types of provisions are not permitted.

Response: Item c. was amended. Please see attached revised form GL-150s NY.

8. CL CG 00 06 01 04 (Sexual Abuse and Molestation Endorsement)

(a) Item D.1. of the coverage form should be amended to state that defense will be provided even if any allegations of the suit are groundless, false or fraudulent. **Response:** Item D.1. was amended to add the requested language. Please see attached revised form CL CG 00 06 NY.

(b) Exclusions Section should be revised to indicate that coverage should not be provided to any person who allegedly or actually: i) participates in, ii) directs; or iii) knowingly allows any act of sexual abuse or

molestation. **Response:** Paragraph 2.a. of Exclusions Section was amended to add the requested language. Please see attached revised form CL CG 00 06 NY.

(c) Exclusions Section – Items 2.a. and 2.c. - It appears that defense coverage will be provided until a judgment or other final adjudication. Please be advised that coverage under the policy, and defense of any claim cannot be made contingent upon the final establishment of the innocence or guilt of the insured. The company must determine at the outset of a claim whether coverage provided or excluded under the policy and proceed accordingly. If claims exist which would entitle the insured to coverage under the policy, the company would be required to provide a defense, and regardless of the basis for any ultimate judgment for damages (whether they be covered or excluded acts) the insurer would be responsible for legal defense costs without seeking reimbursement from the Insured. If it is determined at the outset of a claim that coverage does not exist under the policy, then the company must not provide, nor pay for, defense of such claims, except as allowed by Department Regulation No. 162. Please review, and amend the filing accordingly. **Response:** It is standard to exclude coverage for a person found guilty or who pleads guilty to a criminal act. In some claim situations, the insurer may issue a reservation of rights letter notifying the insured that coverage may not apply. Such notification allows the insurer to investigate and defend a claim and indicates that the insurer reserves the right to deny coverage later based on information obtained by the investigation.

In addition to aforementioned revisions to item D.1. and Exclusions Section, we also revised the definition of sexual abuse. Please see attached revised form CL CG 00 06 NY.

9. Form Change Endorsement UT-244L-NY (4-17)

Please note that it is Department's position to not approve blank forms through which any provision of the insurance contract may be amended, in violation of Section 3426 of the New York Insurance Law. If the company feels that this is not a blank endorsement, please provide us with examples of changes that will appear on this endorsement and who will initiate these changes. In addition, the manual rule should be revised to include clear guidelines of the usage of the form. **Response:** This is not a blank endorsement. Please see attached revised form UT-244L-NY.

Objection 10. Public Entity Portfolio Package Manual HIC-PEPP-RRF-GL-NY (03-2017)

(a) Regarding item 1.17 Restriction of Coverage or Change in Rate, please be advised that the company must comply with the requirements for manuscript endorsement and/or consent-to-rate filings subject to prior approval. **Response:** Rule clarified to indicate that any Special Restriction shall be made in accordance with Circular Letter No. 20 (2008).

(b) Regarding item 1.18 Endorsements, In order to avoid the subjectivity of the underwriter, clear, cut, specific manual rules must be established to outline when each OPTIONAL endorsement will be used. In addition, where an endorsement is optional and has the effect of either broadening or limiting coverage, there should be a rate effect associated with it and such rate effect should be included in the manual rule. Otherwise, the company would be treating its insureds in an unfairly discriminatory manner, which is in violation of Section 2303 of the New York Insurance Law. If it is your intent to only endorse certain insureds without providing a rate effect, please then explain why the insured whose policy has EACH OPTIONAL endorsement(s) should be charged the same rate as an insured without these endorsements, and is not being charged an unfairly discriminatory rate. **Response:** Each section has been reviewed to clarify whether an endorsement is mandatory or optional. When optional, the charge is listed. The Sewer Back-up Liability deductible form (PEH-292s) will not be used in NY and should not be filed.

(c) Regarding the paragraph starting with "Risks Not classified..." and ending at bottom of page 3 to top of 4, it is not clear what the company's intention is to "a" rates. Please be advised that pursuant to Section 11 NYCRR 161.1(a) that the company must comply with definition of "a" rates and Section 11 NYCRR 161.12 of Department Regulation 129. **Response:** This section has been revised to ensure compliance with relevant Regulations.

(d) Please revise the Lead Contamination Exclusion rule to state that it can only be attached to structures built prior to 1980. Please revise and resubmit. **Response:** Revised language to ensure compliance.

(e) Regarding the General Liability Schedule Rating Plan, please revise the last paragraph on page 8 to state "risk as are not reflected in the base rates" pursuant to Department Regulation 129 Section 161.8(g). **Response:** Revised as requested.

State: New York**Filing Company:**

Hudson Insurance Company

TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1001 Commercial General Liability**Product Name:** Other Liability**Project Name/Number:** Hudson Public Entity Portfolio Program/H-PE-LIAB-2017

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date	Schedule Item Status	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
11/20/2017		Form	Public Entity Enhanced General Liability Extension Endorsement - New York	11/20/2017	PE-331s NY (11-17) Public Entity Enhanced General Liability Extension End - NY.pdf (Superseded)
11/13/2017		Rate	Public Entity Portfolio Package Manual	12/05/2017	EPSU NY_GL_Refile_11092017_Rates & Rules Only.pdf (Superseded)
11/13/2017		Form	Public Entity Enhanced General Liability Extension Endorsement - New York	11/20/2017	PE-331s NY (11-17) Final.pdf (Superseded)
07/26/2017		Form	Public Entity Enhanced General Liability Extension Endorsement - New York	11/13/2017	PE-331s NY (9-17).pdf (Superseded)
07/26/2017		Form	Emergency Service Organization Pollution Liability Coverage	11/10/2017	GL-126s NY (9-17) Emergency Service.pdf (Superseded)
07/26/2017		Form	Sexual Abuse and Molestation Endorsement	11/20/2017	CG 00 06 NY 09-17.pdf (Superseded)
07/26/2017		Form	Emergency Service Organization Off-Premises Pollution Liability Coverage	11/10/2017	PE-150s NY (9-17) Emergency Service - NY.pdf (Superseded)
07/26/2017		Rate	Public Entity Portfolio Package Manual	11/13/2017	EPSU NY_GL Manual Pages.pdf (Superseded)