

**RULES – IMPLEMENTATION**

JUNE 3, 2019

COMMERCIAL LINES

LI-CL-2019-024

## ILLINOIS RULES REVISION TO BE IMPLEMENTED

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### KEY MESSAGE

Commercial Lines rules filing CL-2018-OAME2 regarding Abuse or Molestation Exclusion provisions to be implemented.

Applicable Lines: BP, CA, CU, GL, MS, PF, PR

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### ISO ACTION

This filing revises and withdraws Illinois rules exceptions to various divisions of the Commercial Lines Manual (CLM) in order to reference the endorsements being introduced or withdrawn in forms filing CL-2018-OAME1, in response to the Illinois Department of Insurance's change of position related to abuse and molestation exclusion provisions.

Refer to the attached explanatory material for complete details about the filing.

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### EFFECTIVE DATE

We do not establish an effective date for rules revisions in Illinois.

Each insurer that elects to utilize this revision is responsible for determining its own effective date.

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### COMPANY ACTION

ISO has not filed this revision.

You must independently determine what revision to make and when to make any revision effective. You are NOT required to file anything with the Illinois Department of Insurance and you must document your files in case the Department of Insurance wishes to review the information at a later date. In all internal correspondence on this revision, you should refer to ISO Revision Designation Number CL-2018-OAME2, NOT this circular number. Communications with the regulator concerning a filing affecting multiple lines of business (i.e., CL, PL, AL filing designation) should specify the line(s) of business that you are addressing.

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### RATING SOFTWARE IMPACT

No new attributes are being introduced with this revision.

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## POLICYHOLDER NOTIFICATION

If you decide to implement this revision, you should check all applicable laws for the state(s) to which this revision applies, to determine whether or not a specific policyholder notice requirement may apply. Please note that circular [LI-CL-2018-044](#) contains the ISO Guide To Renewals With Changed Conditions For Commercial Lines, which is available only as a guide to assist participating companies in complying with various conditional renewal statutes or regulations, for the major commercial lines of insurance serviced by ISO. The information in the Guide does not necessarily reflect all requirements or exceptions that may apply, and it is not intended as a substitute for your review of all applicable statutes and regulations concerning policyholder notification.

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## REVISION DISTRIBUTION

We will issue a Notice to Manualholders with an edition date of 12-19 (or the earliest possible subsequent date), along with any new and/or revised manual pages.

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## RELATED FORMS REVISION

We are announcing in a separate circular the approval of a corresponding forms revision. Please refer to the Reference(s) block for identification of that circular.

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## REFERENCE(S)

- [LI-CL-2019-023](#) (06/03/2019) Illinois Filing Introducing Abuse Or Molestation Exclusion Provisions Filed And Approved
- [LI-CL-2018-044](#) (11/27/2018) Revised Lead Time Requirements Listing

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## ATTACHMENT(S)

Rules Filing [CL-2018-OAME2](#)

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# Illinois Rules Revised

## Applicable Lines of Business

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This filing applies to the following lines of business:

- ◆ Businessowners
- ◆ Commercial Automobile
- ◆ Commercial General Liability
- ◆ Commercial Liability Umbrella
- ◆ Market Segments – Health Clubs And Gyms Section
- ◆ Medical Professional Liability
- ◆ Professional Liability (Other Than Medical) – Lawyers Professional Liability Section

## About This Filing

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This filing revises and withdraws Illinois rules exceptions to various divisions of the Commercial Lines Manual (CLM) in order to reference the endorsements being introduced or withdrawn in forms filing CL-2018-OAME1.

## Revised Rules

We are revising the following rules:

- ◆ Division One – Commercial Auto
  - Rule **50**. Auto Dealers – Additional Provisions
- ◆ Division Six – General Liability
  - Rule **36**. Description Of Additional Optional Endorsements
- ◆ Division Seven – Medical Professional Liability
  - Rule **26**. Hospital Professional Liability Coverage
  - Rule **27**. Physicians, Surgeons And Dentists Professional Liability Coverage
  - Rule **28**. Allied Health Care Providers Professional Liability Coverage
  - Rule **29**. Blood Banks Professional Liability Coverage
  - Rule **30**. Diagnostic Testing Laboratories Professional Liability Coverage

- Rule **31**. Optometrists Professional Liability Coverage
- ◆ Division Ten – Businessowners
  - Rule **29**. Endorsements
- ◆ Division Twelve – Market Segments – Health Clubs And Gyms
  - Rule **8**. Endorsements
- ◆ Division Thirteen – Commercial Liability Umbrella
  - Rule **25**. Description Of Additional Optional Endorsements
  - Rule **53**. Description Of Additional Optional Endorsements
- ◆ Division Sixteen – Professional Liability (Other Than Medical) – Lawyers Professional Liability
  - Rule **25**. Description Of Additional Optional Endorsements

## Withdrawn Rules

- ◆ Division Ten – Businessowners
  - Rule **44**. Photography Class-Specific Endorsements
- ◆ Division Twelve – Market Segments – Health Clubs And Gyms
  - Rule **3**. Mandatory Forms And Coverages
  - Rule **6**. Premium Development – Mandatory Coverages
  - Rule **7**. Optional Increased Limits Of Mandatory Coverages

We have used a format of ~~striking-through~~ deletions, underlining additions and inserting a revision bar in the left margin to indicate changes. For the purposes of this filing, asterisks (\*\*\*) indicate undisplayed text that remains unchanged with this filing.

## Related Filing(s)

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Forms filing CL-2018-OAME1

## Background

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In forms filing CL-2018-OAME1, we are introducing, revising and withdrawing various endorsements in order to introduce multistate Abuse or Molestation Exclusion provisions for use in Illinois.

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## **Explanation of Changes**

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We are revising and withdrawing the Illinois exceptions to reflect the revisions within companion filing CL-2018-OAME1.

We are also taking the opportunity to make other minor editorial revision to complement the multistate wording where applicable.

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## DIVISION ONE – AUTOMOBILE

### 50. AUTO DEALERS – ADDITIONAL PROVISIONS

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Paragraphs **B.1.a.** and **B.1.c.** are replaced by the following:

#### **B. Other Additional Coverages**

##### **1. Employee Benefits Liability (Class Code 7807)**

- a. To provide coverage against claims for damages because of the insured's negligent acts, errors or omissions committed in the administration of an employee benefit program, use either Employee Benefits Liability Coverage Endorsement **CA 25 48** or when there is no coverage for newly acquired or formed auto dealerships use Illinois Employee Benefits Liability Coverage With No Coverage For Newly Acquired Or Formed Auto Dealership Endorsement **CA 25 86**.
- c. If the Extended Reporting Period is purchased, use either Extended Reporting Period Endorsement For Employee Benefits Liability Coverage Endorsement **CA 25 67**, or when there is no coverage for newly acquired or formed auto dealerships use Illinois Extended Reporting Period Endorsement For Employee Benefits Liability Coverage With No Coverage For Newly Acquired Or Formed Auto Dealership Endorsement **CA 25 87**.

Paragraph **B.4.** is replaced by the following:

##### **4. Customer Complaint Legal Defense Coverage (Class Code 7814)**

To provide coverage for defense expenses only arising out of the sale, service or repair of an auto in the named insured's auto dealer operations, use either Illinois Customer Complaint Legal Defense Coverage Endorsement **CA 25 84** or Illinois Customer Complaint Legal Defense Coverage Endorsement With No Coverage For Newly Acquired Or Formed Auto Dealership Endorsement **CA 25 85**. Refer to company for rating of these endorsements.

Paragraphs ~~C.1.b.~~ and ~~C.1.c.~~ does not apply.

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## DIVISION SIX – GENERAL LIABILITY

### 36. DESCRIPTION OF ADDITIONAL OPTIONAL ENDORSEMENTS

Paragraphs ~~C.12.~~ and ~~C.14.~~ are replaced by the following:

#### **C. Exclusion Endorsements**

~~12.~~ This paragraph does not apply.

14. Liability arising out of any pollution exposure not otherwise precluded by the pollution exclusion contained in the Commercial General Liability Coverage Part:
  - a. May be totally excluded with the exception of liability arising out of a hostile fire, by attaching Total Pollution Exclusion With A Hostile Fire Exception Endorsement **CG 21 55**; or
  - b. May be totally excluded, with the exception of liability arising out of the building heating equipment or a hostile fire, by attaching Total Pollution Exclusion With A Building Heating, Cooling And Dehumidifying Equipment Exception And A Hostile Fire Exception Endorsement **CG 21 65**.

Paragraphs ~~C.25.~~ and ~~C.26.~~ does not apply.

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## DIVISION SEVEN – MEDICAL PROFESSIONAL LIABILITY

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### 26. HOSPITAL PROFESSIONAL LIABILITY COVERAGE

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Paragraph **A.4.c.** is replaced by the following:

c. Refer to mandatory state endorsements:

(1) Illinois Changes – Cancellation And Nonrenewal **PR 02 05.**

~~(2) Illinois Changes **PR 01 56.**~~

**(32)** Illinois Changes – Civil Union Endorsement **IL 01 47.**

**(43)** Illinois Changes – Defense Costs Endorsement **IL 01 62.**

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### 27. PHYSICIANS, SURGEONS AND DENTISTS PROFESSIONAL LIABILITY COVERAGE

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Paragraph **A.5.c.** is replaced by the following:

c. Refer to mandatory state endorsements:

(1) Illinois Changes – Cancellation And Nonrenewal **PR 02 05.**

~~(2) Illinois Changes **PR 01 55.**~~

**(32)** Illinois Changes – Civil Union Endorsement **IL 01 47.**

**(43)** Illinois Changes – Defense Costs Endorsement **IL 01 62.**

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### 28. ALLIED HEALTH CARE PROVIDERS PROFESSIONAL LIABILITY COVERAGE

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Paragraph **A.4.c.** is replaced by the following:

c. Refer to mandatory state endorsements:

(1) Illinois Changes – Cancellation And Nonrenewal **PR 02 05.**

~~(2) Illinois Changes **PR 01 55.**~~

**(32)** Illinois Changes – Civil Union Endorsement **IL 01 47.**

**(43)** Illinois Changes – Defense Costs Endorsement **IL 01 62.**

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### 29. BLOOD BANKS PROFESSIONAL LIABILITY COVERAGE

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Paragraph **A.3.c.** is replaced by the following:

c. Refer to mandatory state endorsements:

(1) Illinois Changes – Cancellation And Nonrenewal **PR 02 05.**

~~(2) Illinois Changes **PR 01 56.**~~

**(32)** Illinois Changes – Civil Union Endorsement **IL 01 47.**

**(43)** Illinois Changes – Defense Costs Endorsement **IL 01 62.**

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### 30. DIAGNOSTIC TESTING LABORATORIES PROFESSIONAL LIABILITY COVERAGE

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Paragraph **A.3.c.** is replaced by the following:

c. Refer to mandatory state endorsements:

(1) Illinois Changes – Cancellation And Nonrenewal **PR 02 05.**

~~(2) Illinois Changes **PR 01 56.**~~

**(32)** Illinois Changes – Civil Union Endorsement **IL 01 47.**

**(43)** Illinois Changes – Defense Costs Endorsement **IL 01 62.**

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### 31. OPTOMETRISTS PROFESSIONAL LIABILITY COVERAGE

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Paragraph **A.3.c.** is replaced by the following:

c. Refer to mandatory state endorsements:

(1) Illinois Changes – Cancellation And Nonrenewal **PR 02 05.**

~~(2) Illinois Changes **PR 01 56.**~~

**(32)** Illinois Changes – Civil Union Endorsement **IL 01 47.**

**(43)** Illinois Changes – Defense Costs Endorsement **IL 01 62.**

## DIVISION TEN – BUSINESSOWNERS

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### 29. ENDORSEMENTS

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Paragraph **B.1.** is replaced by the following:

~~**B. Liability Endorsements**~~

~~**1. Abuse Or Molestation Exclusion**~~

~~Paragraph **B.1.** does not apply. Abuse Or Molestation Exclusion Endorsement **BP 04 39** does not apply in Illinois.~~

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Paragraph **B.21.** does not apply.

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Paragraph **D.3.** is replaced by the following:

**D. Endorsements Applicable To Specific Classes**

**3. Professional Liability Endorsements**

**a. Illinois – Barber Shops And Hair Salons Professional Liability**

**(1) Description Of Coverage**

This endorsement is used to provide professional liability coverage for bodily injury, property damage, personal injury and advertising injury or other injury that results from the rendering of or failure to render professional services in the operation of a barber shop or ~~beauty~~ hair salon.

**(2) Endorsement**

Use Illinois – Barber Shops And Hair Salons Professional Liability Endorsement **BP 08 50.**

**(3) Rules**

Use the Schedule of Endorsement **BP 08 50** to indicate the per-occurrence and aggregate Professional Liability Limits of Liability. These limits of liability are the only limits of liability applicable to the coverage provided under this endorsement. The coverage is not subject to the Liability and Medical Expenses Limit of Liability or the policy aggregate.

**(4) Premium Determination**

Refer to company.

**b. Illinois – Beauty Salons Professional Liability**

**(1) Description Of Coverage**

This endorsement is used to provide professional liability coverage for bodily injury, property damage, personal injury and advertising injury or other injury that results from the rendering of or failure to render professional services in the operation of a beauty salon.

**(2) Endorsement**

Use Illinois – Beauty Salons Professional Liability Endorsement **BP 08 60**.

**(3) Rules**

Use the Schedule of Endorsement **BP 08 60** to indicate the per-occurrence and aggregate Professional Liability Limits of Liability. These limits of liability are the only limits of liability applicable to the coverage provided under this endorsement. The coverage is not subject to the Liability and Medical Expenses Limit of Liability or the policy aggregate.

**(4) Premium Determination**

Refer to company.

**c. Illinois – Funeral Directors Professional Liability**

**(1) Description Of Coverage**

This endorsement is used to provide professional liability coverage for bodily injury, property damage, personal injury and advertising injury or other injury arising out of the rendering, of or failure to render, professional services as a funeral director.

**(2) Endorsement**

Use Illinois – Funeral Directors Professional Liability Endorsement **BP 08 51**.

**(3) Rules**

Use the Schedule of Endorsement **BP 08 51** to indicate the per-occurrence and aggregate Professional Liability Limits of Liability. These limits of liability are the only limits of liability applicable to the coverage provided under this endorsement. The coverage is not subject to the Liability and Medical Expenses Limit of Liability or the policy aggregate.

**(4) Premium Determination**

Refer to company.

**d. Illinois – Optical And Hearing Aid Establishments**

**(1) Description Of Coverage**

This endorsement is used to provide professional liability coverage for bodily injury, property damage, personal injury and advertising injury arising out of the rendering of or failure to render, professional services by an establishment's certified/licensed opticians or hearing aid specialists while performing professional services at the designated premises.

**(2) Endorsement**

Use Illinois – Optical And Hearing Aid Establishments Endorsement **BP 08 52**.

**(3) Rules**

Use the Schedule of Endorsement **BP 08 52** to indicate the per-occurrence and aggregate Professional Liability Limits of Liability. These limits of liability are the only limits of liability applicable to the coverage provided under this endorsement. The coverage is not subject to the Liability and Medical Expenses Limit of Liability or the policy aggregate.

**(4) Premium Determination**

Refer to company.

**e. Illinois – Pharmacists**

**(1) Description Of Coverage**

This endorsement is used to provide professional liability coverage for bodily injury, property damage, and personal and advertising injury caused by the rendering of, or failure to render, professional services in connection with services in the practice of a retail pharmacist or pharmacy.

This endorsement excludes injury:

- (a) Caused by the willful violation of any applicable state statutes or ordinance relating to the sale of pharmaceuticals by or with the knowledge or consent of any insured;

- (b) Arising out of an insured's consulting, diagnostic, referral or similar service including performing blood tests, prescribing or administering any drugs or vaccinations, and managing drug therapy as required under any state statutes; and
- (c) Arising out of goods or products prescribed by any insured as permitted by any applicable statute.

**(2) Endorsement**

Use Illinois – Pharmacists Endorsement **BP 08 56**.

**(3) Rules**

Use the Schedule of Endorsement **BP 08 56** to indicate the per-occurrence and aggregate Professional Liability Limits of Liability. These limits of liability are the only limits of liability applicable to the coverage provided under this endorsement. The coverage is not subject to the Liability and Medical Expenses Limit of Liability or the policy aggregate.

**(4) Premium Determination**

**(a) Premium**

- (i) Refer to the multistate rate to determine the premium.
- (ii) Multiply the Pharmacists Professional Liability multistate rate by the annual gross sales (per \$1,000), derived from pharmacist operations, to determine the additional premium.

**(b) Optional Higher Limits Of Insurance**

For optional higher limits of insurance, multiply the premium determined in Paragraph (a) by a factor in multistate Table **29.D.3.e.(1)(c)(ii)(RF)**. The limits of insurance must be the same as those provided for Liability and Medical Expenses Coverage.

**(5) Deductible**

Optional deductibles do not apply.

**f. Illinois – Printers' Errors And Omissions Liability**

**(1) Description Of Coverage**

This endorsement provides liability coverage for the insured's negligent acts, errors or omissions in providing printing services. The endorsement does not apply to any claim resulting from any publishing function.

**(2) Endorsement**

Use Illinois— Printers' Errors And Omissions Liability Endorsement **BP 08 53**.

**(3) Rules**

Use the Schedule of Endorsement **BP 08 53** to indicate the per-occurrence and aggregate Professional Liability Limits of Liability. These limits of liability are the only limits of liability applicable to the coverage provided under this endorsement. The coverage is not subject to the Liability and Medical Expenses Limit of Liability or the policy aggregate.

**(4) Premium Determination**

Refer to company.

**g. Illinois – Veterinarians Professional Liability Coverage**

**(1) Description Of Coverage**

This endorsement is used to provide professional liability coverage for bodily injury, property damage, personal injury and advertising injury arising out of the rendering, of or failure to render, professional services as a veterinarian.

**(2) Eligible Veterinarians**

Veterinarians specializing in the treatment of house pets.

**(3) Ineligible Veterinarians**

Veterinarians providing veterinary services for:

- (a) Animals used or bred for professional racing, show or delivering;
- (b) Animals belonging to zoos, circuses, carnivals, rodeos, theatrical or other show enterprises;
- (c) Training or obedience schools;
- (d) Laboratory animal breeders;
- (e) Animal shelters;
- (f) Commercial cattle or hog confinement operations;

- (g) Animal auctions; or
- (h) Prize livestock.
- (4) Endorsement**  
Use Illinois – Veterinarians Professional Liability Endorsement **BP 08 54**.
- (5) Rules**  
Use the Schedule of Endorsement **BP 08 54** to indicate the per-occurrence and aggregate Professional Liability Limits of Liability. These limits of liability are the only limits of liability applicable to the coverage provided under this endorsement. The coverage is not subject to the Liability and Medical Expenses Limit of Liability or the policy aggregate.
- (6) Premium Determination**  
Refer to company.
- (7) Deductible**  
Optional deductibles do not apply.

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Paragraph **E.1.i.** is replaced by the following:

**i. Payment Card Industry Coverage**

**(1) Description Of Coverage**

This endorsement provides coverage for defense expenses as a result of a claim in the form of an action taken by a card company for noncompliance with Payment Card Industry Data Security Standards first made against the insured during the policy period or during the Extended Reporting Period in response to a wrongful act or series of interrelated wrongful acts covered under Insuring Agreement **d. Security Breach Liability**.

**(2) Endorsement**

Use Payment Card Industry (PCI) – Provide Coverage For Defense Expenses Endorsement **BP 15 09**.

**(3) Premium Determination**

Develop the additional premium by multiplying the premium determined in Paragraphs **E.1.g.(2)** through **E.1.g.(6)** by the factor shown in state Table **29.E.1.i.(3)(RF)**.

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**44. PHOTOGRAPHY CLASS-SPECIFIC ENDORSEMENTS**

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Paragraph **A.** is replaced by the following:

~~— **A. Description Of Coverage**~~

~~The endorsements described in Paragraph **B.** modify the coverage available for Photographers insureds on the Businessowners Coverage Form. All of the endorsements are optional; however, Photography Endorsement **BP 07 83** must be attached if any of the other endorsements are to be attached.~~

Paragraph **B.5.** does not apply.

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**DIVISION TWELVE – MARKET SEGMENTS –  
HEALTH CLUBS AND GYMS SECTION**

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**3. MANDATORY FORMS AND COVERAGES**

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Paragraphs **B.5.** and **B.6.** are replaced by the following:

~~— **B. Mandatory Forms**~~

~~— **5. Health Clubs And Gyms Coverage**~~

~~When insuring eligible health clubs and gyms under this section, Illinois — Health Clubs And Gyms Endorsement **MS HC 68** must be attached. This endorsement revises provisions of the Building And Personal Property Coverage Form, the Causes Of Loss — Special Form and the Commercial General Liability Coverage Form. These changes include:~~

~~— **a.** Amending the Building And Personal Property Coverage Form to provide either new or enhanced coverage for:~~

- ~~— **(1) Accounts Receivable;**~~

- ~~\_\_\_\_\_ (2) Artificially Generated Electrical Current;~~
- ~~\_\_\_\_\_ (3) Computer Fraud;~~
- ~~\_\_\_\_\_ (4) Employee Dishonesty;~~
- ~~\_\_\_\_\_ (5) Fire Extinguishing Systems Expense;~~
- ~~\_\_\_\_\_ (6) Forgery Or Alteration;~~
- ~~\_\_\_\_\_ (7) Lock Replacement;~~
- ~~\_\_\_\_\_ (8) Money And Securities;~~
- ~~\_\_\_\_\_ (9) Money Orders And Counterfeit Money;~~
- ~~\_\_\_\_\_ (10) Ordinance Or Law Equipment Coverage;~~
- ~~\_\_\_\_\_ (11) Outdoor Property;~~
- ~~\_\_\_\_\_ (12) Outdoor Signs;~~
- ~~\_\_\_\_\_ (13) Personal Effects And Property Of Others;~~
- ~~\_\_\_\_\_ (14) Reward Payment; and~~
- ~~\_\_\_\_\_ (15) Valuable Papers And Records (Other Than Electronic Data).~~
- ~~\_\_\_\_\_ b. Amending the Causes Of Loss Special Form to modify the exclusions and limitations applicable to certain coverages.~~
- ~~\_\_\_\_\_ c. Amending the Commercial General Liability Coverage Form to indicate that the exclusion related to athletic activities does not apply.~~
- ~~\_\_\_\_\_ **6. Premium**~~  
~~Refer to state Table **6.B.4.(LC)** to determine the additional premium for Endorsement **MS-HC-58**.~~

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#### **6. PREMIUM DEVELOPMENT – MANDATORY COVERAGES**

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Paragraph ~~B.4.~~ is replaced by the following:

- ~~\_\_\_\_\_ **B. Premium Determination**~~
- ~~\_\_\_\_\_ 4. Add the appropriate premium for mandatory Health Clubs And Gyms Endorsement **MS-HC-58**. Refer to state Table **6.B.4.(LC)**.~~
  - ~~\_\_\_\_\_ a. The premium will vary according to:~~
    - ~~\_\_\_\_\_ (1) The number of employees. If there are more than 100 employees, select the appropriate per employee charge for Forgery Or Alteration, Employee Dishonesty and Computer Fraud from multistate Tables **7.B.2.(LC)**, **7.D.2.(LC)** and **7.F.2.(LC)**, respectively;~~
    - ~~\_\_\_\_\_ (2) Whether the underlying Building And Personal Property Coverage Form is endorsed with Earthquake And Volcanic Eruption Endorsement **CP-10-40**; and~~
    - ~~\_\_\_\_\_ (3) Whether the underlying Building And Personal Property Coverage Form is endorsed with Flood Coverage Endorsement **CP-10-65**.~~
  - ~~\_\_\_\_\_ b. For the first location, which is the location with the largest number of employees:~~
    - ~~\_\_\_\_\_ (1) Determine the premium based on the number of employees at the location, as shown in the state rates;~~
    - ~~\_\_\_\_\_ (2) If Earthquake Coverage is provided, add 11% of the Business Personal Property premium developed under Rule **73**, Causes Of Loss Earthquake Form in the Division Five Manual to the premium determined in Paragraph **(1)**; and~~
    - ~~\_\_\_\_\_ (3) If Flood Coverage is provided, refer to company.~~
  - ~~\_\_\_\_\_ c. For each additional location:~~
    - ~~\_\_\_\_\_ (1) Determine the premium in accordance with Paragraph **b**.~~
    - ~~\_\_\_\_\_ (2) Multiply the resulting premium by 0.61.~~

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#### **7. OPTIONAL INCREASED LIMITS OF MANDATORY COVERAGES**

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The introductory text in Rule ~~7.~~ is replaced by the following:

~~Illinois – Health Clubs And Gyms Endorsement MS HC 58 allows the limits of insurance for the following mandatory coverages to be increased:~~

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## 8. ENDORSEMENTS

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Paragraph **D.** is replaced by the following:

### **D. Professional Liability**

#### **1. Description Of Coverage**

Coverage is available for bodily injury, property damage, personal injury and advertising injury or other injury arising out of the rendering of or failure to render professional services, in connection with the insured's health club or gym, as specified in the Schedule of the endorsement.

#### **2. Endorsement**

Use Illinois – Health Clubs And Gyms – Professional Liability Endorsement **MS HC 55**.

#### **3. Rule**

Use the Schedule of ~~Illinois – Health Clubs And Gyms – Professional Liability Endorsement MS HC 55~~ to indicate the per occurrence and aggregate Professional Liability Limits of Liability. These limits of liability are the only limits of liability applicable to the coverage provided under this endorsement.

#### **4. Premium Determination**

Refer to company.

~~Paragraph **E.** does not apply.~~

## **DIVISION THIRTEEN – COMMERCIAL LIABILITY UMBRELLA**

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### **25. DESCRIPTION OF ADDITIONAL OPTIONAL ENDORSEMENTS**

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~~Paragraphs **C.9.**, **C.15.a.** and **C.21.** do not apply.~~

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### **53. DESCRIPTION OF ADDITIONAL OPTIONAL ENDORSEMENTS**

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~~Paragraphs **B.1.a.**, **B.7.** and **B.13.** do not apply.~~

## **DIVISION SIXTEEN – PROFESSIONAL LIABILITY (OTHER THAN MEDICAL) – LAWYERS PROFESSIONAL LIABILITY SECTION**

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### **25. DESCRIPTION OF ADDITIONAL OPTIONAL ENDORSEMENTS**

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~~Paragraph **B.5.** does not apply.~~

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