

FORMS – IMPLEMENTATION

JULY 22, 2019

BUSINESSOWNERS	LI-BP-2019-066
COMMERCIAL LIABILITY UMBRELLA	LI-CU-2019-060
GENERAL LIABILITY	LI-GL-2019-177

NEW YORK SUPPLEMENT TO MULTISTATE REVISIONS TO LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT ENDORSEMENTS TO BE IMPLEMENTED

KEY MESSAGE

We are announcing the implementation of revisions to the Limitation Of Coverage To Designated Premises Or Project Endorsements in response to case law.

Applicable Lines: BP, CU, GL

Effective Date: 12/1/2019

Filing ID: CL-2016-ODPFR

BACKGROUND

In referenced circular:

- [LI-BP-2016-141/LI-CU-2016-087/LI-GL-2016-083](#), we announced the submission of filing CL-2016-ODPFR on a multistate basis.
- [LI-BP-2016-169/LI-CU-2016-093/LI-GL-2016-113](#), we announced implementation of the filing in **36** jurisdictions and included a status report.
- [LI-BP-2016-186/LI-CU-2016-113/LI-GL-2016-130](#), we furnished advisory sample notices to policyholders for filing CL-2016-ODPFR.
- [LI-CU-2017-009/LI-GL-2017-012](#), we announced the submission of a New York forms supplement applicable only to the Commercial Liability Umbrella and General Liability lines of business.

ISO ACTION

In addition to the multistate material, we submitted a New York forms supplement to the multistate filing [CL-2016-ODPFR](#). This supplement, which is attached to circular [LI-CU-2017-009/LI-GL-2017-012](#), only applied to the Commercial Liability Umbrella and General Liability lines of business and complements multistate forms filing [CL-2016-ODPFR](#), which is attached to circular [LI-CU-2016-087](#), et al.

INSURANCE DEPARTMENT ACTION

The New York State Department Of Financial Services (NYSDFS) has approved this filing.

EFFECTIVE DATE

The ISO revision is subject to the following rule of application:

These changes are applicable to all policies **written** on or after December 1, 2019.

COMPANY ACTION

If you have authorized us to file on your behalf and decide:

- To use our revision and effective date, you are not required to file anything with the NYSDFS.
- To use our revision with a different effective date, to use our revision with modification, or to not use our revision, you must make an appropriate submission with the NYSDFS.

The NYSDFS has requested that we include the following statement in our circulars:

"However, application of your manual rules, including the conditions for the use of any ISO forms referenced in this revision, must comply with all applicable provisions of New York law, including the fair and consistent implementation of those forms and rules that you intend to be subject to your discretion. Therefore, a separate manual rule filing may be required."

For guidance on submission requirements, consult the ISO State Filing Handbook.

In all correspondence with the NYSDFS on this revision, you should refer to the ISO Filing Designation Number CL-2016-ODPFR and the Department File Number R2019001372, 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.

RATING SOFTWARE IMPACT

New attributes being introduced with this revision:

- A new edition date of existing form numbers is being introduced.
- Forms are being withdrawn.
- New forms are being introduced.

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.

REVISION DISTRIBUTION

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

RELATED RULES REVISION

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

REFERENCE(S)

- [LI-BP-2019-067/LI-CU-2019-061/LI-GL-2019-178](#) (07/22/2019) New York Supplement To Multistate Rules Revisions To Limitation Of Coverage To Designated Premises Or Project Endorsements To Be Implemented
 - [LI-CL-2018-044](#) (11/27/2018) Revised Lead Time Requirements Listing
 - [LI-CU-2017-009/LI-GL-2017-012](#) (01/26/2017) New York Supplement To Multistate Revisions To Limitation Of Coverage To Designated Premises Or Project Endorsements Filed; Implementation Pending
 - [LI-BP-2016-186/LI-CU-2016-113/LI-GL-2016-130](#) (12/30/2016) Advisory Sample Notices To Policyholders For Multistate Revisions To Limitation Of Coverage To Designated Premises Or Project Endorsements Furnished
 - [LI-BP-2016-169/LI-CU-2016-093/LI-GL-2016-113](#) (11/14/2016) Multistate Revisions To Limitation Of Coverage To Designated Premises Or Project Endorsements To Be Implemented In Various Jurisdictions
 - [LI-BP-2016-141/LI-CU-2016-087/LI-GL-2016-083](#) (09/26/2016) Multistate Revisions To Limitation Of Coverage To Designated Premises Or Project Endorsements Being Filed; Implementation Pending
-

ATTACHMENT(S)

- Final copies of New York endorsements
 - Status Report
-

COPYRIGHT EXPLANATION

The material distributed by Insurance Services Office, Inc. is copyrighted. All rights reserved. Possession of these pages does not confer the right to print, reprint, publish, copy, sell, file, or use same in any manner without the written permission of the copyright owner. Permission is hereby granted to members, subscribers, and service purchasers to reprint, copy, or otherwise use the enclosed material for purposes of their own business use relating to that territory or line or kind of insurance, or subdivision thereof, for which they participate, provided that:

- (A) Where ISO copyrighted material is reprinted, copied, or otherwise used **as a whole**, it must reflect the copyright notice actually shown on such material.
- (B) Where ISO copyrighted material is reprinted, copied, or otherwise used **in part**, the following credit legend must appear at the bottom of each page so used:
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

CONTACT INFORMATION

If you have any questions concerning:

- The content of this circular, please contact:
Nathaniel Brown
Compliance & Product Services – Liability
201-469-2796
Nathaniel.Brown@verisk.com
- Other issues for this circular, please contact Customer Support:
E-mail: info@verisk.com
Phone: 800-888-4476

Callers outside the United States, Canada, and the Caribbean may contact us using our global toll-free number (International Access Code + 800 48977489). For information on all ISO products, visit us at www.verisk.com/iso. To keep abreast of the latest Insurance Lines Services updates, view www.verisk.com/ils.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph 1.a. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages 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 for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1)** The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2)** Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

B. Paragraph 1.a. of Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following:

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages 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 for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1)** The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2)** Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** and **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

C. The following is added as Paragraph e. to the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition (Paragraph 2. of Section IV – Commercial General Liability Conditions):

- e.** Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.

D. Paragraph 3. of Section IV – Commercial General Liability Conditions is replaced by the following:

3. Legal Action Against Us

- a.** Except as provided in Paragraph b., no person or organization has a right under this Coverage Part:

- (1)** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- (2)** To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

- b.** With respect to "bodily injury" and "personal and advertising injury" claims, if we deny coverage or do not admit liability because an insured or the injured person, someone acting for the injured person or other claimant fails to give us written notice as soon as practicable, then the injured person, someone acting for the injured person or other claimant may bring an action against us, provided the sole question is whether the denial of coverage or nonadmission of liability is based on the failure to provide timely notice.

However, the injured person, someone acting for the injured person or other claimant may not bring an action if within 60 days after we deny coverage or do not admit liability, we or an insured:

- (1)** Brings an action to declare the rights of the parties under the Policy; and
- (2)** Names the injured person, someone acting for the injured person or other claimant as a party to the action.

E. The following provision is added and supersedes any provision to the contrary:

Failure to give notice to us as required under this Coverage Part shall not invalidate any claim made by the insured, injured person or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no claim made by the insured, injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

F. The definition of "loading or unloading" in the Definitions Section does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK – LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Premises:

Project Or Operation:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Paragraph 1.b. under Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

b. This insurance applies to "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:

- (1)** The "bodily injury" or "property damage":
 - (a)** Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
 - (b)** Arises out of the project or operation shown in the Schedule;
- (2)** The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

B. Paragraph 1.b. under Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following:

b. This insurance applies to "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:

- (1)** The offense arises out of your business:
 - (a)** Performed on the premises shown in the Schedule; or
 - (b)** In connection with the project or operation shown in the Schedule; and

- (2) The offense was committed during the policy period.

However, with respect to Paragraph **1.b.(1)(a)** of this Insuring Agreement, if the "personal and advertising injury" is caused by:

- (1) False arrest, detention or imprisonment; or
- (2) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

then such offense must arise out of your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.

C. Paragraph 1.a. under Section I – Coverage C – Medical Payments is replaced by the following:

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":

- (1) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
- (2) Arises out of the project or operation shown in the Schedule;

provided that:

- (a) The accident takes place during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – LIQUOR LIABILITY COVERAGE FORM

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE PART

A. Paragraph **1.a.** of Section **I** is replaced by the following:

1. Insuring Agreement

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies if liability for such "injury" is imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage. 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 for "injury" to which this insurance does not apply. We may, at our discretion, investigate any "injury" and settle any claim or "suit" that may result. But:

- (1)** The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and
- (2)** Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

B. The following is added as Paragraph **e.** to **Duties In The Event Of Injury, Claim Or Suit** under Paragraph **2.** of **Section IV – Liquor Liability Conditions**:

2. Duties In The Event Of Injury, Claim Or Suit

- e.** Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.

C. Paragraph **3.** of **Section IV – Liquor Liability Conditions** is replaced by the following:

3. Legal Action Against Us

- a.** Except as provided in Paragraph **b.**, no person or organization has a right under this Coverage Part:

- (1)** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- (2)** To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

- b. With respect to "injury" claims related to "bodily injury", if we deny coverage or do not admit liability because an insured or the injured person, someone acting for the injured person or other claimant fails to give us written notice as soon as practicable, then the injured person, someone acting for the injured person or other claimant may bring an action against us, provided the sole question is whether the denial of coverage or nonadmission of liability is based on the failure to provide timely notice.

However, the injured person, someone acting for the injured person or other claimant may not bring an action if within 60 days after we deny coverage or do not admit liability, we or an insured:

- (1) Brings an action to declare the rights of the parties under the Policy; and

- (2) Names the injured person, someone acting for the injured person or other claimant as a party to the action.

- D. The following provision is added and supersedes any provision to the contrary:

Failure to give notice to us as required under this Coverage Part shall not invalidate any claim made by the insured, injured person or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no claim made by the insured, injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

A. Paragraph 1.a. of Section I – Coverages is replaced by the following:

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages 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 for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

B. The following is added as Paragraph e. to Duties In The Event Of Occurrence, Claim Or Suit under Paragraph 4. of **Section IV – Conditions**:

- e. Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.

C. Paragraph 7. Legal Action Against Us of Section IV – Conditions is replaced by the following:

7. Legal Action Against Us

- a. Except as provided in Paragraph b., no person or organization has a right under this Coverage Part:

- (1) To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- (2) To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

- b. With respect to "bodily injury" and, if provided by endorsement, "personal injury" claims, if we deny coverage or do not admit liability because an insured or the injured person, someone acting for the injured person or other claimant fails to give us written notice as soon as practicable, then the injured person, someone acting for the injured person or other claimant may bring an action against us, provided the sole question is whether the denial of coverage or nonadmission of liability is based on the failure to provide timely notice.

However, the injured person, someone acting for the injured person or other claimant may not bring an action if within 60 days after we deny coverage or do not admit liability, we or an insured:

- (1) Brings an action to declare the rights of the parties under the Policy; and
- (2) Names the injured person, someone acting for the injured person or other claimant as a party to the action.

- D. The following provision is added and supersedes any provision to the contrary:

Failure to give notice to us as required under this Coverage Part shall not invalidate any claim made by the insured, injured person or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no claim made by the insured, injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

- E. When **CG 28 07**, Principals Protective Liability Coverage endorsement, is attached to an Owners And Contractors Protective Liability Coverage Form, the definition of "loading and unloading" in Paragraph **D.2.** of that endorsement does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 1.a. of Section I – Coverages is replaced by the following:

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" included within the "products-completed operations hazard" 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 for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

B. The following is added as Paragraph e. to Duties In The Event Of Occurrence, Claim Or Suit under Paragraph 2. of Section IV – Products/Completed Operations Liability Conditions:

2. Duties In The Event Of Occurrence, Claim Or Suit

e. Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.

C. Paragraph 3. of Section IV – Products/Completed Operations Liability Conditions is replaced by the following:

3. Legal Action Against Us

a. Except as provided in Paragraph b., no person or organization has a right under this Coverage Part:

- (1) To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- (2) To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

- b. With respect to "bodily injury" claims, if we deny coverage or do not admit liability because an insured or the injured person, someone acting for the injured person or other claimant fails to give us written notice as soon as practicable, then the injured person, someone acting for the injured person or other claimant may bring an action against us, provided the sole question is whether the denial of coverage or nonadmission of liability is based on the failure to provide timely notice.

However, the injured person, someone acting for the injured person or other claimant may not bring an action if within 60 days after we deny coverage or do not admit liability, we or an insured:

- (1) Brings an action to declare the rights of the parties under the Policy; and

- (2) Names the injured person, someone acting for the injured person or other claimant as a party to the action.

- D. The following provision is added and supersedes any provision to the contrary:

Failure to give notice to us as required under this Coverage Part shall not invalidate any claim made by the insured, injured person or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no claim made by the insured, injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

- E. The definition of "loading or unloading" in the **Definitions** Section does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. Paragraph 1.a. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages 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 for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end 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 – Coverage A.

B. Paragraph B.1. of Section IV – Conditions is replaced by the following:

1. Legal Action Against Us

- a. Except as provided in Paragraph b., no person or organization has a right under this Coverage Part:
- (1) To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

- (2) To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

- b. With respect to "bodily injury" claims, if we deny coverage or do not admit liability because an insured or the injured person, someone acting for the injured person or other claimant fails to give us written notice as soon as practicable, then the injured person, someone acting for the injured person or other claimant may bring an action against us, provided the sole question is whether the denial of coverage or nonadmission of liability is based on the failure to provide timely notice.

However, the injured person, someone acting for the injured person or other claimant may not bring an action if within 60 days after we deny coverage or do not admit liability, we or an insured:

- (1) Brings an action to declare the rights of the parties under the Policy; and
- (2) Names the injured person, someone acting for the injured person or other claimant as a party to the action.

C. The following is added as Paragraph **e.** to **Duties In The Event Of Occurrence, Claim Or Suit** under Paragraph **B.2.** of **Section IV – Conditions:**

2. Duties In The Event Of Occurrence, Claim Or Suit

- e.** Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.

D. The following provision is added and supersedes any provision to the contrary:

Failure to give notice to us as required under this Coverage Part shall not invalidate any claim made by the insured, injured person or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no claim made by the insured, injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK – LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Premises:

Project Or Operation:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Paragraph 1.c. under Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

c. This insurance applies to "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:

- (1)** The "bodily injury" or "property damage":
 - (a)** Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
 - (b)** Arises out of the project or operation shown in the Schedule;
- (2)** The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1.a. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

B. Paragraph 1.c. under Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following:

c. This insurance applies to "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:

- (1)** The offense arises out of your business:
 - (a)** Performed on the premises shown in the Schedule; or

- (b) In connection with the project or operation shown in the Schedule; and
- (2) The offense was committed during the policy period.

However, with respect to Paragraph **1.c.(1)(a)** of this Insuring Agreement, if the "personal and advertising injury" is caused by:

- (1) False arrest, detention or imprisonment; or

- (2) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

then such offense must arise out of your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.

Businessowners, Commercial Liability Umbrella and General Liability Multistate Forms Revision Forms Filing CL-2016-ODPFR

STATE	EFFECTIVE OR DISTRIBUTION DATE	STATE-SPECIFIC FORMS SUPPLEMENT CIRCULAR (A)	IMPLEMENTATION CIRCULAR (B)
ALABAMA	4/1/2017		LI-BP-2016-169 , et al.
ALASKA	4/1/2017		LI-BP-2016-169 , et al.
ARIZONA	4/1/2017		LI-BP-2016-169 , et al.
ARKANSAS	9/1/2017	LI-CU-2016-102	LI-BP-2017-029 , et al.
CALIFORNIA	4/1/2017		LI-BP-2016-181 , et al.
COLORADO	4/1/2017	LI-CU-2016-104	LI-BP-2017-008 , et al.
CONNECTICUT	4/1/2017	LI-CU-2017-003	LI-BP-2017-003 , et al.
DELAWARE	4/1/2017		LI-BP-2016-169 , et al.
DIST. OF COLUMBIA	4/1/2017		LI-BP-2016-169 , et al.
FLORIDA	7/1/2017		LI-BP-2017-008 , et al.
GEORGIA	4/1/2017		LI-BP-2016-181 , et al.
GUAM	4/1/2017		LI-BP-2016-169 , et al.
HAWAII	4/1/2017		HIB PUBLICATION NUMBER 160057
IDAHO	4/1/2017		LI-BP-2016-169 , et al.
ILLINOIS	4/1/2017	LI-CU-2016-107	LI-BP-2017-008 , et al.
INDIANA	4/1/2017		LI-BP-2016-169 , et al.
IOWA	4/1/2017		LI-BP-2016-169 , et al.
KANSAS	4/1/2017		LI-BP-2016-169 , et al.
KENTUCKY	4/1/2017		LI-BP-2016-169 , et al.
LOUISIANA	4/1/2017		LI-BP-2016-169 , et al.
MAINE	4/1/2017		LI-BP-2016-169 , et al.
MARYLAND	9/1/2017		LI-BP-2017-026 , et al.
MASSACHUSETTS	4/1/2017		LI-BP-2016-169 , et al.
MICHIGAN	4/1/2017		LI-BP-2016-169 , et al.
MINNESOTA	4/1/2017		LI-BP-2016-169 , et al.
MISSISSIPPI	4/1/2017		LI-BP-2016-169 , et al.
MISSOURI	8/1/2017	LI-BP-2017-051/LI-GL-2017-078	LI-BP-2017-051 , et al.
MONTANA*	11/1/2017	LI-BP-2016-177/LI-GL-2016-119 LI-CU-2017-019	LI-BP-2017-047/LI-GL-2017-072 LI-CU-2017-019
NEBRASKA	4/1/2017		LI-BP-2016-169 , et al.
NEVADA	4/1/2017		LI-BP-2016-169 , et al.
NEW HAMPSHIRE	4/1/2017		LI-BP-2016-184 , et al.
NEW JERSEY	4/1/2017		LI-BP-2016-169 , et al.
NEW MEXICO	4/1/2017		LI-BP-2016-169 , et al.
NEW YORK	4/1/2017	LI-CU-2017-009/LI-GL-2017-012	LI-BP-2019-066 , et al.
NORTH CAROLINA	4/1/2017	LI-CU-2017-005	LI-BP-2017-005 , et al.
NORTH DAKOTA	4/1/2017		LI-BP-2016-169 , et al.
OHIO	4/1/2017		LI-BP-2016-169 , et al.
OKLAHOMA	4/1/2017		LI-BP-2016-169 , et al.
OREGON	4/1/2017		LI-BP-2016-169 , et al.
PENNSYLVANIA	4/1/2017		LI-BP-2016-169 , et al.
PUERTO RICO			
RHODE ISLAND	4/1/2017		LI-BP-2016-169 , et al.
SOUTH CAROLINA	4/1/2017		LI-BP-2016-169 , et al.
SOUTH DAKOTA	4/1/2017		LI-BP-2016-169 , et al.
TENNESSEE	4/1/2017		LI-BP-2016-169 , et al.
TEXAS	4/1/2017		LI-BP-2016-181 , et al.
U.S. VIRGIN ISLANDS	4/1/2017		LI-BP-2016-169 , et al.
UTAH	4/1/2017		LI-BP-2016-169 , et al.
VERMONT	4/1/2017		LI-BP-2016-169 , et al.
VIRGINIA	6/1/2017	LI-BP-2016-175/LI-GL-2016-117	LI-BP-2017-022/LI-GL-2017-030
WASHINGTON	4/1/2017		LI-CU-2016-095/LI-GL-2016-123
WEST VIRGINIA	4/1/2017		LI-BP-2016-169 , et al.
WISCONSIN	4/1/2017		LI-BP-2016-169 , et al.
WYOMING	4/1/2017		LI-BP-2016-169 , et al.

BOLD INDICATES CHANGES

(A) Only states with a filed state supplement will include circular numbers in this column.

(B) Circular Numbers: The multistate filing circular number for all jurisdictions is [LI-BP-2016-141/LI-CU-2016-087/LI-GL-2016-083](#).

* State-specific filing for Commercial Liability Umbrella filed under Filing Designation CU-2016-ODPF1