

**Architects and Engineers Professional Liability and Pollution Incident Liability Policy
Summary of Changes from G-136511-A (Ed. 07/99) to GSL2200XX (Ed. 10/05)**

New	Old	Change
Title	Title	Updated copyright year to 2005 from 1999
Table of Contents	Table of Contents	Page numbers re-numbered to match new layout.
Edition Date	Edition Date	Updated form number from G-136511-A to GSL 2200 and edition date from 07 99 to 10 05
Header	Header	<ul style="list-style-type: none"> • Added “AND REPORTED” in line 2 • Added “AND REPORTED TO US” in line 3 • Rewrite sentence that explains how coverage responds with regard to when claims are made and reported, and substitute specific Condition reference for claim reporting duties.
Opening Paragraph	Opening Paragraph	<ul style="list-style-type: none"> • Delete “providing this insurance” • Delete “or endorsements hereto”
Policy-wide	Policy-wide	Capitalized terms that appear as items on Declarations that had not been previously or consistently capitalized: Deductible, Limit of Liability, Policy, Knowledge Date
Policy-wide	Policy-wide	In lists with items separated by commas, used a comma after the item preceding the conjunction “or” or “and”.

New	Old	Change
I. A.	I. A.	<ul style="list-style-type: none"> • Add “in Item 4” after Knowledge Date reference in 2nd line of paragraph below I.A.2. • Amend “no” after Declarations in 2nd line of paragraph below I.A.2. to “none of your” and add “s” to each noun plural following the phrase for grammatical correctness. • Amend knowledge clause to say “... knew of any act, error, omission, or event that could reasonably be expect to become the basis of a claim.”

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I. B	I. B	<ul style="list-style-type: none"> • Rewritten completely • Deleted “arising out of a wrongful act or pollution incident” from first sentence. • Insert “and reported to us in accordance with Section VI. CONDITIONS, Item B, Your Duties If There Is A Claim.” • Reworded sentence regarding when a claim is first made to reference “earlier of your or our receipt of notice of a claim” and note that circumstances are an exception to that rule.
I. C	I. C	<ul style="list-style-type: none"> • Delete “our” in “limit of our liability”
I. D	I. D	<ul style="list-style-type: none"> • Amend “...without your informed consent” to “...without the informed consent of the first Named Insured.”
I. F.	I. E.	No Changes

New	Old	Change
Opening Paragraph	Opening Paragraph	Add a period after subparagraph C.
II. A	II. A	<ul style="list-style-type: none"> • Change “will” to “may”. • Insert full title of Section VI.C.
II. B	II. B	Completely restructured, but no change in intent.
II. C	II. C	No Changes

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III. A Auto	III. A	Split into a two-part definition and added part 2. for vehicles subject to compulsory and financial responsibility laws.
III. B Bodily Injury	III. B	Add “mental anguish or emotional distress” to the list after “disease”, broadening the definition.
III. C Circumstance	III. C	Added “to us” after “reported”
III. D Claim	III. D	No Changes
III. E Claim Expense	III. E	<ul style="list-style-type: none"> • Add “prior” before “written consent” in item E.2.c. • Reworded final paragraph to include “fees and expenses charged by our employed attorneys who may be designated to represent you with your prior consent.”
III.F Domestic Partner	N/A	Add new definition.
III. G ERP	III. F	No Changes
III. H Hostile Fire	III. G	No changes
None	III.H	Deleted definition of Mediation
III. I.	III. I	Added final paragraph specifying that vehicles subject to compulsory or financial responsibility law aren’t mobile equipment but are autos.
III. J Named Insured	III. J	No Changes

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New	Old	Change
III. K Newly Acquired Subsidiary	III. K	<ul style="list-style-type: none"> • In K.2., moved “we” to follow phrase “after receipt of such notice” • Updated final paragraph regarding prior knowledge to match changes made in I.A.
III. L Nuclear Facility	III. L	No Changes
III. M Policy Term	III. M	No changes
III. N Policy Year	III. N	Re-arranged language of the 2 nd sentence.
III. O Pollutants	III. O	No Changes
III. P Pollution Incident	III. P	No Changes
III. Q Professional Services	III. Q	No Changes
III. R Property Damage	III. R	<ul style="list-style-type: none"> • Combined items 1 and 4 into Item 1; • Expanded PD to soil, water & plant or animal life to include resulting loss of use • Amended “plant or animal life” to “plants or animals”; • Add “electronic data” to Item 1.

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New	Old	Change
III. S Related Claims	III. S	Restructured into a 4-part definition that incorporates a more detailed description of the definition of related acts for both wrongful acts and pollution incidents, adding the language “that are logically or causally connected by any common fact, circumstance, situation, event, transaction, advice, or decision” to the definition.
III. T Wrongful Act	III. T	No changes.
III. U You or Your	III. U	<ul style="list-style-type: none"> • Restructured definition, so part 1 applies to past or present and part 2 applies to retired; • Deleted last paragraph regarding spouses and moved to Conditions (VI.N.)

New	Old	Change
IV. A Liquidated damages, fines, penalties, punitive damages	IV. A	Add “or return of fees paid to you ” to the end of the exclusion
IV. B Contractual	IV. B	<ul style="list-style-type: none"> • Reworded paragraph immediately following item 2, deleting “...except that coverage otherwise available to you shall not apply...” and inserted “However, this exclusion shall not apply...”; • Added the letter B in reference to subparagraph 1.
IV. C Faulty Workmanship	IV. C	No Changes

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New	Old	Change
IV. D Sale of Goods	IV. D	No Changes
IV. E Ownership/ Management	IV. E	Deleted old bullet 3. “in which you are an officer or director” from the exclusion, and renumbered old bullet 4 to bullet 3.
IV. F Unemployment, Workers Compensation, Disability	IV. F	<ul style="list-style-type: none"> • Deleted “un” before “unemployment” in first line of the exclusion. • Combine discrimination exclusion with this exclusion
IV. F Discrimination	IV. G	Moved up into exclusion F
IV. G Pollution Incident- owned facilities	IV. H	No changes
IV. H Autos, watercraft, aircraft	IV. I	Add title of Section III Item H. before reference to 6.a, b, and c in item 3 of definition
IV. I You v. You	IV. J	No changes
IV. J Nuclear	IV. K	Changed period to a semi-colon and added “and” to end.
IV. K Subject of Notice to Other Carriers	New	Added: “arising out or (1) any wrongful act, pollution incident or any matter, fact, situation, transaction, or event, for which notice was given by you under any professional liability or pollution insurance coverage prior to the effective date of this Policy; or (2) and other wrongful act or pollution incident , whenever occurring, which is logically or causally connected by an common fact, situation, transaction, or event to the wrongful act or pollution incident specified in a. above.”

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New	Old	Change
V. A.1 Limits of Liability	V. A.1	<ul style="list-style-type: none"> • Insert “of Liability” after limit in the beginning of last sentence • Delete last sentence regarding limit being excess over deductible.
V.A.2. Limits of Liability	V.A.2	<ul style="list-style-type: none"> • Change “in respect to” to “with respect to” in first sentence, 3rd line. • Delete last sentence regarding limit being excess over deductible.
V.A.3. Limits of Liability	V.A.3.	Un-capitalized Policy in policy year
V.A.4. Limits of Liability	V.A.4.	No Changes
V. B Deductible	V. B	No Changes
N/A	V. C Mediation Credit	Deleted credit toward Deductible for attending Mediation
V. C Reimbursement	V. D	<ul style="list-style-type: none"> • No change to language, just shifted up in order to item C and • added “To Us” in title.
V. D. More Than One of You	V. E.	No Changes to language, just shifted up to item D.
V. E Risk Mitigation Credit	New	Newly added risk management criteria added that may reduce amount of deductible in the event of a claim.

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VI. A Rights as a Named Insured	VI. A	<ul style="list-style-type: none"> • Un-capitalize non-key words in title • Insert Title of Section VI.G Participating Provision; • Changed comma to a semicolon at end of 4.a and 4.b.; • Added “and” to end of 4.b.
VI. B. Duties In the Event of A Claim	VI. B	<ul style="list-style-type: none"> • Moved last sentence up to combine with the second sentence above the addresses, and changed “a policy year” to “the policy year”. • Add “in which the claim is made” to the 2nd sentence after “the policy year”. • Added new sentences: “If the claim is made during any applicable extended reporting period, then notice must be given to us within such extended reporting period.” • Added new sentence: “All claims reported during such extended reporting period shall be considered as being made during the policy year that just expired.” • Corrected address title and added suite number to CNA address; • Added Schinnerer as alternative address; • Changed “which” to “that” in item B.3.; • Moved “and” from end of item B.4. to end of item B.5.; • Delete “...without our approval” after “voluntarily” and replace it with “...without our prior written approval” at end of item B.5.; • Add item B.6: “pay the Deductible when due.” • Add “prior” before “written” and delete “after you report a circumstance or a claim is made” in final paragraph after item 6.

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VI. C Duties in the Event of a Circumstance	VI. C	<ul style="list-style-type: none"> • Add “as much detail as you can reasonably provide regarding” to opening sentence. • Add “and when” after “how” in C.3. • Add “...or related claims...” after “then any claim” in the paragraph immediately below item C.3.; • Switch “... may subsequently...” to “...subsequently may...” in the paragraph immediately below item C.3.; • Delete “...without our approval...” from the middle of the final paragraph, and insert “without our prior written approval.” at the end instead.
VI. D. Subrogation	VI. D	<ul style="list-style-type: none"> • Add “a” before claim on the 3rd line; • Move “prior to a claim or circumstance” from middle of last sentence to end.
VI. E. Premium	IV. E	No changes
VI. F Examination and Audit	VI. F	No changes
VI. G. Participating Provision	VI. G	Reword commitment to Plan negotiations from “...developed by the Commending Organizations, if any, and us.” to “...developed by us in consultation with any organizations that we recognize as commending our program.”
VI. H. Legal Action Limitation	VI. H	Switched order of “we and you” to “you and we” in both sentences of item H. 2
VI. I. Changes to Policy	VI. I	No changes
VI. J. Transfer of Interest	VI. J	No changes

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New	Old	Change
VI. K. Other Insurance	VI. K	No changes
VI. L. Cancellation / Non-Renewal	VI. L	<ul style="list-style-type: none"> • Inserted "...below and" in the 1st line; • Replaced "...that amount" with "...the prorated premium" near the end of the last sentence.
VI. M Severability / Innocent Parties	VI. M	<ul style="list-style-type: none"> • Added "who" before "did not fail" in first sentence; • Added Section VI. and specified B.1
VI. N Estates, Legal Representatives and Spouses	N/A	Added this condition to address coverage that applies to estates, legal representatives domestic partners and spouses. Spouses moved from definition of you and your.
VI. O. 1 Automatic Extended Reporting Period	VI. N. 1	<ul style="list-style-type: none"> • Switched "...by either us or ..." to "...either by us or..." • Moved phrase "and the first Named Insured has not obtained similar coverage," to first sentence.
VI. O. 2 Optional Extended Reporting Period	VI. N. 2	<ul style="list-style-type: none"> • Switched "...by either us or ..." to "...either by us or..." • Added "non-cancelable" to first sentence • Deleted reference to procedures that must be followed to buy optional ERP;
VI. O. 3	N/A	<p>New provision added regarding when the optional extended reporting period is not available:</p> <ol style="list-style-type: none"> 1. written election notice and payment not received within 60 days; 2. policy cancelled or not renewed due to nonpayment of amounts due us (premium, deductible reimbursement, etc.); noncompliance with policy terms and conditions; or misrepresentations or omissions on the application.
New	Old	Change
VI. O. 4	VI. N.	<ul style="list-style-type: none"> • Added "fully earned at inception and" to the first

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Additional Premium	3	<p>sentence.</p> <ul style="list-style-type: none"> Added “and” before the description of premium for “five (5) years”.
VI. O. 5. Extended Reporting Period Limitations	VI. N. 4	Corrected “additional” to “automatic” in opening sentence, 2 nd word.
VI. O. 6. Automatic and Optional Extended Reporting Periods Limits of Liability	VI. N. 5	No Changes
VI. P. Liberalization	VI. O.	No Changes
VI. Q. Economics and Trade Sanctions	VI. Q	New provisions added; replaces separate endorsement that had been added to old policy version.
VI. R. Headings	N/A	Added language indicating headings are for convenience only.
Chairman	Left side	Signature changed
Secretary	Right side	No changes

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