

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	Reason
Title	Title	Updated copyright year to 2005 from 1999	New edition date (correction repeated at top of every page)
Table of Contents	Table of Contents	Page numbers re-numbered to match new layout.	Rewritten language does not fall into same page format as current language.
Edition Date	Edition Date	Updated form number from G-136511-A to GSL 2200 and edition date from 07 99 to 10 05	New form number edition date.
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. 	<ul style="list-style-type: none"> New form is Claims Made and Reported. Support change to Claims Made and Reported Use Condition reference to reference explanation of claim reporting duty rather than attempting to repeat full condition in the header.
Opening Paragraph	Opening Paragraph	<ul style="list-style-type: none"> Delete “providing this insurance” Delete “or endorsements hereto” 	<ul style="list-style-type: none"> Unnecessary language. Unnecessary language – policy includes endorsements.
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	Capitalize words of special importance throughout the policy.
Policy-wide	Policy-wide	In lists with items separated by commas, used a comma after the item preceding the conjunction “or” or “and”.	Punctuation consistency throughout the policy.

I. COVERAGE AGREEMENTS			
New	Old	Change	Reason
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.” 	<ul style="list-style-type: none"> Specify where Knowledge Date is found on policy. More specific language; use “your” to modify officers, directors, etc. to support intent of language to apply to insured’s officers, directors, etc. specifically. Revised to provide additional description of prior knowledge limitation. Changed from “...knew or could reasonably have expected that a claim would be made” to provide additional explanation and description of what constitutes “prior knowledge.”.

7-13-06 edition

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I. COVERAGE AGREEMENTS			
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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. 	<ul style="list-style-type: none"> Better language flow, removing unnecessary language. That phrase is redundant with the defined term claim. Reflects that policy is claims made and reported. Confirming that a claim is made on the earlier date of when insured or we receive notice of such claim; circumstances are an exception, and reference is made to the Condition which explains when a claim is considered made if a circumstance develops into a claim.
I. C	I. C	<ul style="list-style-type: none"> Delete “our” in “limit of our liability” 	<ul style="list-style-type: none"> Use “Limit of Liability” for consistency throughout.
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.” 	<ul style="list-style-type: none"> Reserve right to consent to settlement to first Named Insured versus very broadly defined “you”.
I. F.	I. E.	No Changes	N/A

II. SUPPLEMENTARY PAYMENTS			
New	Old	Change	Reason
Opening Paragraph	Opening Paragraph	Add a period after subparagraph C.	Consistent punctuation throughout policy.
II. A	II. A	<ul style="list-style-type: none"> Change “will” to “may”. Insert full title of Section VI.C. 	<ul style="list-style-type: none"> Emphasize that this is done at our option. Consistency in form regarding how we reference sections.
II. B	II. B	Completely restructured, but no change in intent.	<ul style="list-style-type: none"> Improved clarity and flow.
II. C	II. C	No Changes	N/A

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III. DEFINITONS			
New	Old	Change	Reason
III. A Auto	III. A	Split into a two-part definition and added part 2. for vehicles subject to compulsory and financial responsibility laws.	Consistency with ISO Auto and GL definition updates in the industry.
III. B Bodily Injury	III. B	Add “mental anguish or emotional distress” to the list after “disease”, broadening the definition.	Consistency with ISO GL definition
III. C Circumstance	III. C	Added “to us” after “reported”	Confirming that an event reported must be an event reported <u>to us</u> in order to meet the definition of circumstance.
III. D Claim	III. D	No Changes	N/A
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.” 	<ul style="list-style-type: none"> • Confirms timing of when our consent is required. • Allow insured the advantage, at their option, of using our employed attorneys for a cost that typically is less than the cost of outside counsel for selected services.
III.F Domestic Partner	N/A	Add new definition.	Added to address domestic partner in Condition N. Estates, Legal Representatives and Spouses; give domestic partners same standing as spouses.
III. G ERP	III. F	No Changes	N/A
III. H Hostile Fire	III. G	No changes	N/A
None	III.H	Deleted definition of Mediation	No longer needed since Mediation Credit is being removed from Section VI.
III. I.	III. I	Added final paragraph specifying that vehicles subject to compulsory or financial responsibility law aren’t mobile equipment but are autos.	Consistency with ISO Auto and GL definition updates in the industry.
III. J Named Insured	III. J	No Changes	N/A

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III. DEFINITONS			
New	Old	Change	Reason
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. 	<ul style="list-style-type: none"> • Better language flow. • Consistency with Insuring Agreement I.A prior knowledge statement.
III. L Nuclear Facility	III. L	No Changes	N/A
III. M Policy Term	III. M	No changes	Added a period after Item 3. for punctuation consistency.
III. N Policy Year	III. N	Re-arranged language of the 2 nd sentence.	Better language flow.
III. O Pollutants	III. O	No Changes	N/A
III. P Pollution Incident	III. P	No Changes	N/A
III. Q Professional Services	III. Q	No Changes	N/A
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. 	<ul style="list-style-type: none"> • Better language flow. • Broaden coverage to include resulting loss of use coverage to items that had been in item 4. • Better language flow. • Address “electronic data” proactively acknowledging coverage rather than leaving it gray due to changes in the ISO GL 12/01 form.

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III. DEFINITONS			
New	Old	Change	Reason
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.	Confirming our intent; we utilize language to define “related claims” that is taken directly from recent judicial interpretations of the legal definition of “related” to strengthen the application of “related claims” definition.
III. T Wrongful Act	III. T	No changes.	N/A
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.) 	<ul style="list-style-type: none"> • Better language flow; • Highlight that coverage only extends to any party listed for their services performed while acting within the scope of their duties for Named Insured or a newly acquired subsidiary. • Moved spousal exposure to more appropriate place in the conditions;

IV. EXCLUSIONS			
New	Old	Change	Reason
IV. A Liquidated damages, fines, penalties, punitive damages	IV. A	Add “or return of fees paid to you ” to the end of the exclusion	Confirming that a request to return fees is the same as refusal to pay fees, and coverage is not intended to extend to such fee disputes. Coverage is triggered only when a wrongful act is alleged and, in that context only, fees may be considered as an element of or a measure of alleged damages.
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. 	<ul style="list-style-type: none"> • Better language flow. • Better language flow.
IV. C Faulty Workmanship	IV. C	No Changes	N/A

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IV. EXCLUSIONS (continued)			
New	Old	Change	Reason
IV. D Sale of Goods	IV. D	No Changes	N/A
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.	A separate endorsement had been attached to the old policy to accomplish this, but now the change has been incorporated in the form. It is not our intent to preclude coverage for claims against an insured by entities in which anyone that falls under the broad definition of “you” is a director or officer, such as civic or non-profit organizations.
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 	<ul style="list-style-type: none"> • Corrected a typo for earlier draft as “unemployment” is redundant with “unemployment compensation” later in line 2, and it was meant to say “employment”. • Combine all employment related exclusions into one.
IV. F Discrimination	IV. G	Moved up into exclusion F	Combined exclusions F&G into one.
IV. G Pollution Incident- owned facilities	IV. H	No changes	N/A
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	Consistency throughout policy when referencing Sections.
IV. I You v. You	IV. J	No changes	N/A
IV. J Nuclear	IV. K	Changed period to a semi-colon and added “and” to end.	Added “and” since this is the second to last exclusion.
IV. K Subject of Notice to Other Carriers	New	Added: “arising out of (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.”	Reiterates prior knowledge limitation contained in Coverage Agreements and emphasizes that we will not cover incidents about which there was knowledge before the effective date of the Policy.

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V. LIMITS			
New	Old	Change	Reason
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. 	<ul style="list-style-type: none"> • Consistency of terminology Limit of Liability throughout form; • Move to paragraph below A.1 and 2.
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. 	<ul style="list-style-type: none"> • Grammatical • Move to paragraph below A.1 and 2.
V.A.3. Limits of Liability	V.A.3.	Un-capitalized Policy in policy year	Unnecessary capital letter
V.A.4. Limits of Liability	V.A.4.	No Changes	N/A
V. B Deductible	V. B	No Changes	N/A
N/A	V. C Mediation Credit	Deleted credit toward Deductible for attending Mediation	Mediation widely used and accepted. No longer needed as an incentive to effect alternative dispute resolutions. Introduced Risk Mitigation Credit as a replacement.
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. 	<ul style="list-style-type: none"> • Moved Risk Mitigation Credit to end of section due to its substantial length in relation to the other items. • Clarification.
V. D. More Than One of You	V. E.	No Changes to language, just shifted up to item D.	Moved up due to shift of Risk Mitigation Credit to end of section.
V. E Risk Mitigation Credit	New	Newly added risk management criteria added that may reduce amount of deductible in the event of a claim.	Encourage and reward best practices in risk management. See separate document for extensive explanation of this new policy feature.

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VI. CONDITIONS			
New	Old	Change	Reason
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. 	<ul style="list-style-type: none"> • Unnecessary capital letters • Consistency throughout form in referencing Sections; • Grammatical • Grammatical
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. 	<ul style="list-style-type: none"> • Better flow. • Reiterates language regarding in which policy year a claim must be reported. • Reiterates language explaining reporting requirements for extended reporting period. • Reiterates language regarding the policy year in which a claim reported during the extended reporting period will be considered to have been made. • Ensure proper delivery within CNA; • Provide alternative (Schinnerer – program manager for CNA) for delivery of notice; • Grammatical • List of items increased; and belongs in second to last item. • Better language flow and add provision for “prior written” approval. • Reinforce deductible obligation as a specific duty in conditions in addition to Limit/Deductible section. • Emphasize requirement for prior approval and delete wording that is redundant with wording at the beginning of the sentence.

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VI. CONDITIONS (continued)			
New	Old	Change	Reason
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. 	<ul style="list-style-type: none"> • Clarification. • Clarification. • Reinforces that related claims are also subject to the same date of loss determination as claims arising out of a circumstance. • Grammatical • Better flow and add provision for “prior written” approval.
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. 	<ul style="list-style-type: none"> • Grammatical • Better language flow.
VI. E. Premium	IV. E	No changes	N/A
VI. F Examination and Audit	VI. F	No changes	N/A
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.”	Clarify that authority to determine who is commending our program rests with us and that the formula used to calculate returns will be developed by us.
VI. H. Legal Action Limitation	VI. H	Switched order of “we and you” to “you and we” in both sentences of item H. 2	Grammatical
VI. I. Changes to Policy	VI. I	No changes	N/A
VI. J. Transfer of Interest	VI. J	No changes	N/A

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VI. CONDITIONS (continued)			
New	Old	Change	Reason
VI. K. Other Insurance	VI. K	No changes	N/A
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. 	<ul style="list-style-type: none"> Refer to language that follows in next paragraph in addition to the State Provisions; Clarification regarding what "that amount" means.
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 	<ul style="list-style-type: none"> Clarification and grammatical. Consistency throughout policy in referencing other Sections and specify B.1 versus all of B.
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.	Specifically address how coverage will respond to these entities.
VI. O. Extended Reporting period – see sub-parts below			
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. 	<ul style="list-style-type: none"> Grammatical Better language flow
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; 	<ul style="list-style-type: none"> Grammatical Clarification Move this to new section 3 added regarding rights to an 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"> written election notice and payment not received within 60 days; 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. 	Added language so that the insured does not have the option to elect an extended reporting period unless they've sent us written election and payment within 60 days. The optional extended reporting period is also not available when insured's policy is being cancelled or non-renewed because they have not paid us, have not complied with the policy terms and conditions, or have submitted an application for this policy with misrepresentations or omissions. Clarification that we have no obligation to offer optional additional coverage under such circumstances.

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VI. CONDITIONS (continued)			
New	Old	Change	Reason
VI. O. Extended Reporting period – see sub-parts below (continued)			
VI. O. 4 Additional Premium	VI. N. 3	<ul style="list-style-type: none"> • Added “fully earned at inception and” to the first sentence. • Added “and” before the description of premium for “five (5) years”. 	<ul style="list-style-type: none"> • Clarification that once an extended reporting period endorsement is issued, the premium is fully earned. • Grammatical
VI. O. 5. Extended Reporting Period Limitations	VI. N. 4	Corrected “additional” to “automatic” in opening sentence, 2 nd word.	Correction of a typographical error in the original form; the term for the ERP automatically included is “automatic” not “additional”.
VI. O. 6. Automatic and Optional Extended Reporting Periods Limits of Liability	VI. N. 5	No Changes	N/A
VI. P. Liberalization	VI. O.	No Changes	N/A
VI. Q. Economics and Trade Sanctions	VI. Q	New provisions added; replaces separate endorsement that had been added to old policy version.	To comply with laws regarding Economic and Trade Sanctions.
VI. R. Headings	N/A	Added language indicating headings are for convenience only.	Clarification
SIGNATURES			
Chairman	Left side	Signature changed	Amended to reflect current Chairman
Secretary	Right side	No changes	N/A

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