

THE PRACTICAL GUIDE

TO

ISO COVERAGE FORMS



WHAT IS ISO?

The Insurance Services Office, or ISO for short, is an insurance advisory organization that provides statistical and actuarial information to businesses and also creates new insurance policy forms. ISO focuses on property/casualty insurance, including both personal and commercial lines.

ISO POLICY FORMS

One important service ISO provides for insurers is policy writing. Creating new policy forms is a costly, time-consuming task. Insurers can avoid this task by using pre-printed ISO forms. They can also avoid some of the risks associated with policy writing. Policies drafted by insurers may be interpreted differently by the courts than the insurers intended. ISO forms generally present fewer risks since much of the policy language has already been analyzed by the courts.

Many of ISO's policy forms are used as the industry standard. These forms serve as benchmarks for analyzing and comparing policies developed by individual insurers. For example, the ISO Commercial General Liability Coverage Form is the industry standard for general liability coverage.



FORM NUMBERING

The ten-digit numbering sequence of ISO forms and endorsements serve a very specific purpose:

- The first two letters indicate the insurance coverage line. For example, CG denotes Commercial General Liability.
- The next two digits specify the insurance category
- The next two digits are the form or endorsement number within the insurance category.
- The last four digits are the edition date of the form or endorsement expressed in month and year format. These digits are not used in this analysis.

CATEGORIES

CG 00	Primary Coverage Forms
CG 02	Termination and Suspension Endorsements
CG 03	Deductible Endorsements
CG 04	Additional Coverage Endorsements
CG 20	Additional Insured Endorsements
CG 21	Exclusion Endorsements
CG 22 & 23	Special Provisions for Certain Types of Risks Endorsements
CG 24	Coverage Modification Endorsements
CG 25	Amendment of Limits Endorsements
CG 27	Claims-Made Endorsements
CG 28 & 29	Miscellaneous Coverage Forms and Endorsements
CG 31, 33 & 99	Miscellaneous Endorsements & Exclusions
IL	Interline Endorsements

PRIMARY COVERAGE FORM

COMMERCIAL GENERAL LIABILITY
CG 00 01 04 13

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

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. 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 ends 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. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (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.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

TERMINATION AND SUSPENSION ENFORCEMENTS

COMMERCIAL GENERAL LIABILITY
CG 02 37 05 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW JERSEY CHANGES – TERMINATION PROVISION – DRIVER EDUCATION PROVIDERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Termination

If we cancel or decide not to renew this policy, we will give written notice to the Chief Administrator of the New Jersey Motor Vehicle Commission 30 days before:

a. The effective date of the cancellation; or

b. The expiration date of this policy. If this policy does not have a fixed expiration date, it shall be deemed to expire annually on the anniversary of its inception.



DEDUCTIBLE ENDORSEMENTS

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Coverage	Amount and Basis of Deductible
	PER OCCURRENCE
Bodily Injury Liability	\$
OR	
Property Damage Liability	\$
OR	
Bodily Injury Liability and/or Property Damage Liability Combined	\$

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

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

- A. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
- B. The deductible amount is on a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount

ADDITIONAL COVERAGE ENDORSEMENTS



CG 04 37 05 14 - Electronic Data Liability (For Use With The Commercial General Liability Coverage Part)

With respect to damages arising out of access or disclosure of confidential or personal information, when this endorsement is attached to your policy:

- Under Coverage **A** - Bodily Injury And Property Damage Liability, coverage is excluded for damages arising out of any access to or disclosure of confidential or personal information. This is a reinforcement of coverage.
- Under Coverage **B** - Personal And Advertising Injury Liability, coverage is excluded for personal and advertising injury arising out of any access to or disclosure of confidential or personal information. To the extent that any access or disclosure of confidential or personal information results in an oral or written publication that violates a person's right of privacy, this may result in a reduction in



ADDITIONAL INSURED ENDORSEMENTS

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

EXCLUSION ENDORSEMENTS

COMMERCIAL GENERAL LIABILITY
CG 21 06 05 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – WITH LIMITED BODILY INJURY EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.p. of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

- p. **Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- B. The following is added to Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

SPECIAL PROVISIONS FOR CERTAIN TYPES OF RISKS ENDORSEMENTS

COMMERCIAL GENERAL LIABILITY
CG 22 43 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

Professional services include:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

COVERAGE MODIFICATION ENDORSEMENTS

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph **9.** of the **Definitions** Section is replaced by the following:

9. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

AMENDMENT OF LIMITS ENDORSEMENTS

Policy Number:

COMMERCIAL GENERAL LIABILITY
CG 25 14 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):

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

- A.** For all sums which the insured becomes legally obligated to pay as damages because of "injury" under Section I – Liquor Liability Coverage, if liability for such "injury" is imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage and such selling, serving or furnishing can be attributed only to a single designated "location" shown in the Schedule above:
1. A separate Designated Location Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the Aggregate Limit shown in the Declarations.
 2. The Designated Location Aggregate Limit is the most we will pay for the sum of all damages under Section I – Liquor Liability Coverage, regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Section I – Liquor Liability Coverage for "injury" as a result of the selling, serving or furnishing of alcoholic beverages shall reduce the Designated Location Aggregate Limit for that designated "location". Such payments shall not reduce the Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location Aggregate Limit for any other designated "location" shown in the Schedule above.
 4. The limit shown in the Declarations for Each Common Cause continues to apply. However, instead of being subject to the Aggregate Limit shown in the Declarations, such limit will be subject to the applicable Designated Location Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages because of "injury" under Section I – Liquor Liability Coverage, if liability for such "injury" is imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage and such selling, serving or furnishing cannot be attributed only to a single designated "location" shown in the Schedule above:
1. Any payments made under Section I – Liquor Liability Coverage for "injury" as a result of the selling, serving or furnishing of alcoholic beverages shall reduce the amount available under the Aggregate Limit shown in the Declarations; and
 2. Such payments shall not reduce any Designated Location Aggregate Limit.
- C.** For the purposes of this endorsement, the **Definitions** section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- D.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

CLAIMS-MADE ENDORSEMENTS

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 27 10 12 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUPPLEMENTAL EXTENDED REPORTING PERIOD ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM (CLAIMS-MADE VERSION)

SCHEDULE

Premium: \$

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

- A.** A Supplemental Extended Reporting Period Endorsement is provided, as described in Section V – Extended Reporting Periods.
- B.** A Supplemental General Aggregate Limit and a Supplemental Products-Completed Operations Aggregate Limit apply, as set forth in Paragraphs **C.** and **D.** below, to claims first received and recorded during the Supplemental Extended Reporting Period. These limits are equal, respectively, to the General Aggregate Limit and the Products-Completed Operations Aggregate Limit, if any, entered on the Declarations in effect at the end of the policy period.
- C.** Paragraph 2. of **Section III – Limits Of Insurance** is replaced by the following:
2. The General Aggregate Limit is the most we will pay for the sum of:
- Medical expenses under Coverage **C**;
 - Damages under Coverage **A**, except damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard"; and
 - Damages under Coverage **B**.
- However, the General Aggregate Limit does not apply to damages for claims first received and recorded during the Supplemental Extended Reporting Period.

The Supplemental General Aggregate Limit is the most we will pay for the sum of damages under:

- Coverage **A**, except damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard"; and
 - Coverage **B**,
for claims first received and recorded during the Supplemental Extended Reporting Period.
- D.** Paragraph 3. of **Section III – Limits Of Insurance** is replaced by the following:
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", except damages for claims first received and recorded during the Supplemental Extended Reporting Period.
- The Supplemental Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" for claims first received and recorded during the Supplemental Extended Reporting Period.

MISCELLANEOUS COVERAGE FORMS AND ENDORSEMENTS

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 28 06 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO INSURED PREMISES

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE PART

SCHEDULE

Description and Location of "Insured Premises":

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

A. This insurance only applies to damages arising out of your "insured premises".

B. The following definition is added to the DEFINITIONS Section:

"Insured premises" means:

1. The premises shown in the Schedule; and
2. Any premises you acquire during the policy period for use in manufacturing, distributing, selling, serving or furnishing alcoholic beverages if:
 - a. You notify us within 30 days after the acquisition, and
 - b. You have no other valid and collectible insurance applicable to the loss.

MISCELLANEOUS ENDORSEMENTS & EXCLUSIONS



COMMERCIAL GENERAL LIABILITY
CG 31 66 12 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – EXTERIOR INSULATION AND FINISH SYSTEMS

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

A. This insurance does not apply to "bodily injury" or "property damage" arising out of, caused by, or attributable to, whether in whole or in part, the following:

1. The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system.

B. The following definition is added to **Section V – Definitions**:

"Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:

1. A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
3. A reinforced or unreinforced base coat;
4. A finish coat providing surface texture to which color may be added; and
5. Any flashing, caulking or sealant used with the system for any purpose.

INTERLINE ENDORSEMENTS

POLICY NUMBER: 6BWED0000005535800

INTERLINE
IL 01 58 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDIANA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL PROPERTY – LEGAL LIABILITY COVERAGE FORM
COMMERCIAL PROPERTY – MORTGAGEHOLDERS ERRORS AND OMISSIONS
COVERAGE FORM*
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

* Under the **Mortgageholders Errors And Omissions Coverage Form**, the following condition applies only to Coverage C and Coverage D.

The following condition is added:

Notice given by or on behalf of the insured to any of our authorized agents in Indiana, with particulars sufficient to identify the insured, shall be considered to be notice to us.