

**ARTISANS**

**PROGRAM**

**MASSACHUSETTS**

**UTICA FIRST INSURANCE COMPANY**

# **ARTISANS MANUAL**

## **MASSACHUSETTS**

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#### **CLASSIFICATIONS**

#### **TERRITORIAL DEFINITIONS**

#### **RATING INFORMATION**

#### **INTRODUCTION**

This manual contains rules, classifications, and rating information for writing policies that cover the property and liability exposures related to businesses.

Refer to the company for artisans coverages not available through this manual. Special rules, rates, forms, or endorsements filed by or on behalf of the company apply in lieu of those referred to in this manual.

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### RULE 1 -- ELIGIBILITY

The Artisans Program Manual contains the rules, classifications, and rating information for writing liability, property, and other coverages for small to medium sized trade contractors. The following criteria applies in order to obtain coverage under this program:

- only firms with five or fewer employees
- maximum gross annual receipts of \$1,000,000 with a maximum annual payroll of \$200,000
- firms regularly involved on projects exceeding \$500,000 total construction cost are not eligible
- firms which rent or lease equipment to others are not eligible
- firms that are general contractors or who subcontract 25% or more of their work to others are not eligible
- buildings or business personal property occupying buildings that exceed an area of 10,000 square feet are not eligible
- firms involved in demolition or building moving activities are not eligible
- firms involved in exterior work over three stories in height are not eligible
- all operations of insured must be primarily residential
- refer to company for eligibility of joint ventures

### Definition of Payroll

Payroll means the total remuneration for services rendered by employees whether paid in money or substitutes for money. Do not include the payroll of individual insureds, co-partners, members of a limited liability company, or executive officers engaged in clerical operations or acting as a salesperson.

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**Definition of Employee**

-- Full-Time -- Each owner, partner, active corporate officer, member of a limited liability corporation, and any person working more than 120 days in any one year.

-- Part-Time -- Any person who works less than 120 days in any one year.

Company will consider two part time employees equal to one full time employee with regard to total number of employees for eligibility purposes. This does not affect the rating procedure.

-- Do not include inactive corporate officers and office clerical staff in determining eligibility. An inactive corporate officer is not involved in the day to day routine operations of the business.

**Definition of Gross Annual Receipts**

Gross annual receipts means the gross revenue charged for the insured's operations in a year.



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**Definition of Total Construction Cost**

Total construction cost means the total cost of completing a single project, including materials and labor.

**Definition of General Contractor**

A general contractor is one whose subcontracted costs exceed 25% of the business' total payroll.

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### RULE 2 -- PROGRAM DESCRIPTION

The following is a general description of the coverages provided by the Contractors Special Policy. The policy contains the complete conditions.

#### 2.1 Form of Coverage

##### **AP-100 -- Contractors Special Policy**

Includes commercial liability coverage and provides optional property coverage against all physical losses, with certain exceptions, for property on premises, loss of income, and \$2,500 of business personal property off premises (excludes Contractors' Equipment, Tools and Equipment and Installation Floater coverages which are to be covered via the coverages listed under Rules 8.17, Rules 8.18, and 8.19).

#### 2.2 Coverage Descriptions -- Principal Coverages

##### **Liability**

Coverage L - Bodily Injury, Property Damage Liability -- Pays on behalf of the insured for damages due to bodily injury or property damage caused by an occurrence to which the insurance applies. Bodily injury and property damage that arise out of the products and completed work hazard are not included under Coverage L.

Coverage M - Medical Payments -- Pays medical expenses for bodily injury caused by an accident on premises owned by or rented to an insured or resulting from the insured's operations.

Coverage N - Products/Completed Work -- Pays on behalf of the insured for damages due to bodily injury or property damage arising out of the products or completed work hazard and caused by an occurrence to which the insurance applies.

Coverage O - Fire Legal Liability -- Pays for property damage to buildings or parts of buildings which are rented or loaned to an insured, if the damage is caused by a fire and the insured is legally liable for the fire damage.

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Coverage P - Personal Injury Liability/Advertising Injury Liability -- Personal injury pays for injury other than bodily injury and includes such offenses as slander, libel, invasion of privacy, false arrest, detention, imprisonment, malicious prosecution, wrongful entry, and eviction. The offenses can result from oral or written publication of material.

Advertising injury pays for injury other than bodily injury and includes such offenses as slander, libel, disparagement of a person's or organization's goods or services, invasion of privacy, misappropriation of advertising ideas or style of doing business, or infringement of copyright, title, slogan, trademark, or trade name.

**Property**

Coverage A - Buildings -- Covers buildings and structures described on the declarations.

Coverage B - Business Personal Property -- Covers business personal property in the described building or in the open on or within 100 feet of the described premises, with an extension of coverage for \$2,500 of business personal property off premises, when a minimum of \$2,500 of On Premises Business Personal Property Coverage has been purchased. (This section excludes coverage for Contractors' Equipment, Tools and Equipment and Installation Floater coverages which are to be covered via the coverages listed under Rules 8.17, Rules 8.18, and 8.19).

Coverage C - Loss of Income -- Provides up to one year of earnings and extra expense coverage when the business is interrupted by a loss caused by a peril insured against.

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**2.3 Basic Limits**

The rating information in this manual reflects the following basic limits of insurance.

**Liability**

Each Occurrence Limit     \$300,000/occurrence

Medical Payments Limit     \$5,000/person

Fire Legal Liability Limit     \$50,000/occurrence

The Each Occurrence Limit, subject to the aggregate limits, is the most that will be paid for all injury and damages covered under Coverages L, M, N, O, and P for one occurrence.

A rule that addresses higher each occurrence limits is included in this manual.

Aggregate Limits -- The rating information shown in this manual contemplates a General Aggregate Limit equal to twice the Each Occurrence Limit and a Products/Completed Work Hazard Aggregate Limit equal to twice the Each Occurrence Limit.

**Property**

Coverage A             Full replacement value of the insured buildings

Coverage B             Full replacement value of the insured business personal property (This section does not cover Contractors' Equipment, Tools and Equipment and Installation Floater coverages which are to be covered via the coverages listed under Rules 8.17, Rules 8.18, and 8.19).

Coverage C             20% of Coverage A limit + 100% of Coverage B limit

A rule that addresses loss of income without a dollar limit is included in this manual.

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### RULE 3 -- POLICYWRITING INSTRUCTIONS

When property coverage is provided, all eligible buildings and business personal property under one ownership should be covered by the same policy. If the building and business personal property under one ownership are not covered by the same policy, refer to the company.

The property rates shown in the rating information pages contemplate Coverage C written subject to a limit. Show the Coverage C limit on the declarations.

Business Personal Property -- Off Premises Coverage is included as an extension of coverage at a limit of \$2,500 when a minimum of \$2,500 of Coverage B On Premises Business Personal Property Coverage has been purchased. An option to purchase higher limits up to \$25,000 is explained in Rule 8.3. Show any higher optional limit on the declarations. (This section does not cover Contractors' Equipment, Tools and Equipment and Installation Floater coverages which are to be covered via the coverages listed under Rules 8.17, Rules 8.18, and 8.19).

Under the liability coverage the hazards of explosion, collapse, and underground property damage (XCU) are excluded from being covered and not available from this company with no buy back provision being available. This coverage is excluded via mandatory Form GL-212.

### 3.1 Policy Format

An artisans policy consists of the following components:

- Form AP-100
- Declarations Page and any Supplementary Declarations Pages
- Optional endorsements, if applicable
- State amendatory endorsements or other required endorsements, if applicable

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**3.2 Endorsements**

Information called for as entries on endorsements can be shown on the declarations or a supplemental schedule instead.

**3.3 Policy Term**

Policies can be written for a term of one year and renewed annually or written on a continuous basis.

**3.3.1 Renewable Policies**

Use the rating information in effect at the time of the annual renewal.

Any newly applicable forms or endorsements must be made part of the policy at each annual renewal date.

Attach endorsement BP-336.

**3.3.2 Continuous Policies**

Continuous policies are in effect until canceled. (A notice with an expiration date must be issued at the time of cancellation). The premium for each successive term is calculated using the rating information in effect at the policy anniversary date.

Any newly applicable forms or endorsements must be made part of the policy at each anniversary date.

Attach endorsement BP-336.

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### 3.4 Cancellation

Coverage for liability coverage cannot be canceled unless the entire policy is canceled.

Policies canceled by either the insured or the company must be canceled in accordance with the terms of the cancellation provisions that apply. The return premium, if any, is computed on a prorata basis.

When calculating the return premium, round to the nearest whole dollar. Retain any minimum premium that may apply, unless canceling a policy as of the inception date.

### 3.5 Scheduled Buildings, Business Personal Property, and Loss of Income

A policy cannot be issued on a blanket basis. A limit must be shown on the declarations for each covered building, for the personal property at each location, and loss of income coverage at each location if loss of income is written subject to a dollar limit.

### 3.6 Policy Changes

Changes can be made to policies after inception, including adding or deleting optional coverages.

An amended declaration page will be issued showing any and all policy changes.

#### 3.6.1 Additional Premium Changes

Changing an Existing Exposure -- If changes are made to an exposure included at the inception of the policy, use the rules and rating information in effect on the effective date of the policy when calculating the additional premium.

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Adding a New Exposure -- If an exposure is added after the inception of the policy, use the rules and rating information in effect on the date of the change when calculating the additional premium.

Changing a New Exposure -- If changes are made to an exposure added after the inception of the policy, use the rules and rating information in effect on the date the exposure was first added to the policy when calculating the additional premium.

Any additional premium developed for changes made after the policy is issued applies in addition to any applicable policy writing minimum premium that may have applied at policy inception.

Calculate additional premiums on a prorata basis.

### **3.6.2 Return Premium Changes**

Calculate all return premiums using the rating information in effect when coverage was issued.

Calculate return premiums on a prorata basis when a limit is reduced or an exposure is eliminated. Retain the policy writing minimum premium, if applicable.

### **3.6.3 Use of Change Endorsement**

Based upon a position established by the Massachusetts Division of Insurance, Change Endorsement AP-346 can be used only to effect changes in policy limits or exposures or to indicate that a form or endorsement that was attached to the policy at inception is no longer applicable as of a specified date.

Changes that call for the addition of a coverage form or endorsement must be effected by a revised declarations page unless the additional coverage form or endorsement also bears the insurance company name.



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**3.7 Policy Restrictions and Increased Premiums**

Policies can be issued with coverage restrictions or at increased premiums if the policy would not otherwise be issued. The insured must agree to any restrictions or premium increases in writing.

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### 3.8 Loss Payable Options

The standard mortgage provisions are included in AP-100. Other loss payable options can be used in those instances where the standard mortgage provisions are not applicable. The following options can be used when another party has a financial interest in the property of an insured and requires that it be included as a loss payee under the insurance covering the property.

#### 3.8.1 Loss Payable

This option requires the insurer to pay claims jointly to the insured and the loss payee as their interests may appear. This option does not offer the loss payee any protection if the actions of the insured affect the coverage. Nor does it require that advance notice of cancellation or nonrenewal be given to the loss payee.

Attach endorsement CP-132 and indicate which option applies.

#### 3.8.2 Lender's Loss Payable

This option includes provisions similar to the standard mortgage provisions in the policy, except that it is not limited in its application to buildings or structures.

This option can be used with coverage for personal or real property if the other party has an interest that can be established by a written contract or other documentary evidence. This option also gives the loss payee limited protection against acts of the insured that void coverage, similar to that provided for lenders under the standard mortgage provisions in the policy. Advance notice of cancellation or nonrenewal must be given to the loss payee.

Attach endorsement CP-132 and indicate which option applies.

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**3.8.3 Contract of Sale**

This option is used when the insured is in the process of buying or selling property and both the seller and the buyer have insurable interests in the property. This option does not offer the loss payee any protection if the actions of the insured affect the coverage. Nor does it require that advance notice of cancellation or nonrenewal be given to the loss payee. Losses are paid jointly to the insured and the loss payee as their interests appear.

Attach endorsement CP-132 and indicate which option applies.

**3.9 Valuation**

Unless otherwise indicated on the declarations, property losses are settled on a replacement cost basis and covered property must be insured for its full replacement value.

A rule that addresses loss settlement on an actual cash value basis is included in this manual. (This section does not apply to Contractors' Equipment, Tools and Equipment and Installation Floater coverages which are to be covered via the coverages listed under Rules 8.17, Rules 8.18, and 8.19).

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**3.10 Condominium Unit-Owners**

When the policy is issued to cover individual condominium unit-owners, the policy terms must be amended to cover the fixtures, improvements, and alterations owned by the unit-owner that are a part of the building.

Attach endorsement BP-350.

**3.11 Resident Agent Countersignature**

When required by law, a resident agent countersignature must be included with the policy.

Attach endorsement CP-162.

**3.12 Interstate Accounts**

Policies that cover insureds located in more than one state can be written subject to the rules, forms, and endorsements for the state with either the largest operations or where the insured's headquarters are located.

**3.13 Refer To Company**

If any of the following conditions exist, rate on a refer to company basis:

- "Refer to company" is shown in the manual for a specific rule;
- An exposure has no applicable manual rate;
- An exposure has no applicable classification; or
- A company wants to make a rating plan modification.

The company must comply with the applicable state filing requirements.

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### 3.14 Calendar Date or Time Failure Exclusion

An artisans policy can be endorsed to exclude the loss that may arise out of the failure of any electronic data processing equipment, computer program, software, media, or data to correctly recognize, interpret, or process any encoded, abbreviated, or encrypted date or time.

The exclusion applies to Property Coverages and to Commercial Liability Coverages for property damage, personal injury, and advertising injury.

Attach endorsement AP-496.

### 3.15 Conditional Endorsements

#### 3.15.1 Tenant Relocation Expense Coverage (Required by State Law)

Coverage for Tenant Relocation Expense must be provided under policies that cover multi-unit residential property, except for institutions of higher learning exempted by the commissioner.

#### **RATING PROCEDURE**

Multiply the rating information shown in this manual by the number of rented living quarters.

Attach Massachusetts Tenant Relocation Expense Endorsement CL 0460.

### 3.16 Definition of Employee Redefined

The definition of employee must be amended to exclude leased workers in Massachusetts. A leased worker is a person leased from a labor leasing firm to perform duties for the named insured.

Attach endorsement GL-895. This form is mandatory and will be attached to all policies.

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**RULE 4 -- DEFINITIONS**

**4.1 Fire Protection Classifications**

**Protected** -- Building is located within 1,000 feet of a fire hydrant and is within five road miles of a responding fire department.

**Partially Protected** -- Building is located more than 1,000 feet from a fire hydrant but is within five road miles of a responding fire department.

**Unprotected** -- All other.

**4.2 Building Construction Classifications**

**Frame** -- Buildings where the exterior walls are constructed of wood or other combustible materials, including construction where combustible materials are combined with other materials (such as brick veneer, stone veneer, wood iron-clad, or stucco on wood).

**Joisted Masonry** -- Buildings where the exterior walls are constructed of masonry materials such as adobe, brick, concrete, gypsum block, hollow concrete block, stone, tile, or similar materials, and where the floors and roof are combustible (disregarding floors resting directly on the ground).

**Non-combustible** -- Buildings where the exterior walls, floors, and roof are constructed of, and supported by, metal, asbestos, gypsum, or other non-combustible materials.

**Masonry Non-combustible** -- Buildings where the exterior walls are constructed of masonry materials as described in joisted masonry above, with the floors and roof of metal or other non-combustible materials.

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**Modified Fire Resistive** -- Buildings where the exterior walls, floors, and roof are constructed of masonry or fire resistive material with a fire resistance rating of one hour or more but less than two hours. Rate as fire resistive.

**Fire Resistive** -- Buildings where the exterior walls, floors, and roof are constructed of masonry or fire resistive materials having a fire resistance rating of not less than two hours.

**Mixed Construction** -- When a building is of mixed construction, determine the applicable construction type as follows:

- If more than 1/3 of the total exterior wall area is constructed of combustible materials, the applicable construction type is frame.
- If 2/3 or more of the total exterior wall area and 2/3 or more of the floor and roof area is constructed of non-combustible materials, the applicable construction type is non-combustible.
- If 2/3 or more of the total wall area is constructed of masonry or fire resistive materials, the construction type is:
  - Fire resistive or modified fire resistive, when 2/3 or more of the total floor and roof area is constructed of masonry or fire resistive materials.
  - Masonry non-combustible, when 2/3 or more of the total floor and roof area is constructed of non-combustible materials.
  - Joisted masonry, when more than 1/3 of the total floor and roof area is constructed of combustible materials.

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**4.3 Sprinklered Property**

A building is classified as sprinklered if the entire building is protected by an automatic sprinkler system. Automatic sprinkler system means any automatic fire protective or extinguishing system.



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**RULE 5 -- PREMIUM MODIFICATIONS**

**5.1 Protective Devices or Services**

The premium can be modified to reflect protective devices. Premium credits are allowed for the installation of the following approved and properly maintained protective devices or services:

- Watchman
- Burglar Alarm System
- Sprinkler System

The company must be notified if the protective devices or services are discontinued or out of service.

Indicate the protection device on the declarations or attach endorsement BP-331 and describe the protective devices on the endorsement.

When a burglar alarm system is maintained or a watchman employed, multiply the business personal property rating information (Contents rating and Business Personal Property Charges) by the appropriate protective device or service factor shown in this manual.

When a sprinkler system is maintained, multiply the building and business personal property rating information (Contents Rating and Business Personal Property Charges) by the appropriate protective device factor shown in this manual.

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**RULE 6 -- DEDUCTIBLES**

**6.1 Liability**

Deductible options are available on a per occurrence or a per claim basis for property damage as it applies to Coverages L and N.

The policy can be issued with one of the following optional deductible amounts:

\$ 250  
500  
1,000

Use Deductible Table 1.

Attach endorsement AP-222.

Modify the liability premium to reflect the deductible amount selected as described in the premium determination rule.

**6.2 Property**

The rating information reflects a \$250 deductible that applies to all property coverages except Loss of Income and Fire Department Service Charge.

The policy can be issued with one of the following higher deductible amounts:

\$ 500  
1,000  
3,000  
5,000  
10,000

Show the deductible that applies on the declarations.

(This section does not apply to Contractors' Equipment, Tools and Equipment and Installation Floater coverages which are to be covered via the coverages listed under Rules 8.17, Rules 8.18, and

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8.19).

These deductible options also apply to all the optional property coverages except Accounts Receivable, Earthquake, and those listed below. Separate deductible amounts apply to Earthquake Coverage, when provided. No deductible applies to Accounts Receivable Coverage, when provided. Only the standard \$250 deductible applies to the following optional coverages:

- Employee Dishonesty Coverage
- Glass Coverage
- Money and Securities Coverage
- Outdoor Sign Coverage
- Valuable Papers and Records

Modify the property premium to reflect the deductible amount selected as described in the premium determination rule.

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### RULE 7 -- PREMIUM DEVELOPMENT

#### 7.1 Factors or Multipliers

Factors or multipliers should be applied consecutively and multiplied by each other. They should not be added together, unless specified otherwise.

#### 7.2 Rounding Procedure

##### 7.2.1 Rates

Rating information should be rounded to three decimal places after the final calculation. Five-tenths or more of a mil will be considered one mil.

For example:            .2225 = .223  
                              .2224 = .222

##### 7.2.2 Premiums

Premiums for the coverages that require a separate calculation should be rounded to the nearest whole dollar.

#### 7.3 Interpolation

Rating information for which a limit is not shown should be developed by interpolation.

#### 7.4 Minimum Premiums

The annual minimum premium will be \$500.

The annual policy minimum retained premium will be \$150.

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### 7.5 Premium Determination

*Refer to the company if the rating information shown in this manual has not been converted from loss costs to company rates and premiums.*

The rating information shown in this manual applies to policy terms of one year.

Liability Rating Information -- per employee

Property Rating Information -- per \$1,000 of insurance unless otherwise stated

#### 7.5.1 Basic Premium -- Liability

Step 1 -- Select the liability rate group from the classification section of this manual. Determine the proper territorial assignment. The territorial assignment may reflect the location of the business or the location where the majority of operations take place.

Step 2 -- Determine the number of full and part-time employees using the guidelines in Rule 1 -- Eligibility.

Step 3 -- Determine the applicable full and part-time per employee charge for the liability limit chosen.

Step 4 -- Multiply the result of Step 3 by any factors that are used to adjust the rating information for other premium modifications or coverage options that apply.

Step 5 -- If a deductible is chosen, multiply the result of Step 4 by the deductible factor from Table 1 -- Liability Deductibles to determine the basic liability premium.

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**7.5.2 Basic Premium -- Building**

Step 1 -- For each covered building use the territorial assignment, protection classification, and construction classification to determine the appropriate rating information per \$1,000 of insurance.

Step 2 -- If the building is protected by an automatic sprinkler system, multiply the rating information determined in Step 1 by the corresponding protective device factor and by any other factors that are used to adjust the rating information for other premium modifications or coverage options that apply.

Step 3 -- Multiply the result of Step 2 by the amount of insurance in thousands.

Step 4 -- Multiply the result of Step 3 by the deductible factor from Table 2 -- Property Deductibles to determine the basic building premium.

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**7.5.3 Basic Premium -- Business Personal Property**

Step 1 -- Select the property rate group from the classification section of this manual. Rate group 0 applies when coverage for theft is excluded.

Step 2 -- For the business personal property at each covered location, use the territorial assignment, protection classification, and construction classification to determine the appropriate rating information per \$1,000 of insurance. (This does not include Contractors' Equipment, Tools and Equipment and Installation Floater coverages which are to be covered via the coverages listed under Rules 8.17, Rules 8.18, and 8.19).

Step 3 -- If the business personal property is protected by a protective device or service, multiply the rating information determined in Step 2 by the appropriate protective device factor.

Step 4 -- Multiply the result of Step 3 by the business personal property limit in thousands.

Step 5 -- Use the rating information for the rate group selected in Step 1 to determine the business personal property charge for the appropriate amount of insurance. If the business personal property is protected by a protective device or service, multiply the business personal property charge by the appropriate protective device or service factor. Add the resulting charge to the result of Step 4. (This does not include Contractors' Equipment, Tools and Equipment and Installation Floater coverages which are to be covered via the coverages listed under Rules 8.17, Rules 8.18, and 8.19).

Step 6 -- Multiply the result of Step 5 by any factors that are used to adjust the rating information for other premium modifications or coverage options that apply.

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Step 7 -- Multiply the result of Step 6 by the deductible factor from Table 2 -- Property Deductibles to determine the basic business personal property premium.

### **7.5.4 Additional Premium -- Property and Liability Coverage Options**

Some of the rules in this manual that describe the property and liability coverage options require an adjustment to the rating information. Such adjustments are made in determining the basic building, business personal property, and liability premiums.

Other rules call for developing an additional premium for the applicable coverage.

Use the instructions in this manual to determine any applicable additional premiums for the coverage options selected.

### **7.5.5 Total Policy Premium**

The individual risk premium modification factor is multiplied by the sum of the following to determine the total policy premium:

- basic liability premium,
- basic premium for each covered building,
- basic premium for business personal property at each covered location, and
- additional premium for any applicable property and liability coverage options.



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### RULE 8 -- PROPERTY COVERAGE OPTIONS

#### 8.1 Actual Cash Value

Property can be covered on an actual cash value basis instead of on a replacement cost basis by making the appropriate entry on the declarations. The property must be insured for its full actual cash value.

#### 8.2 Automatic Increase -- Coverages A and B

The Coverage A and Coverage B limits can be automatically increased during the policy period. The amount of increase will apply proportionately throughout each annual term.

Show the annual percentage of increase for the applicable coverages on the declarations.

The basic policy rating information must be adjusted when this option applies. Multiply the building and/or business personal property rating information by the automatic increase factor shown in this manual.

#### 8.3 Business Personal Property -- Off Premises

When Coverage B applies to the policy, Business Personal Property -- Off Premises coverage is included at a limit of \$2,500 when a minimum of \$2,500 of Coverage B On Premises Business Personal Property coverage has been purchased. Higher limits are available up to \$25,000. To rate for these higher limits:

Step 1 -- Select the property rate group from the classification section of this manual. Rate group 0 applies when coverage for theft is excluded. (This does not include Contractors' Equipment, Tools and Equipment and Installation Floater coverages which are to be covered via the coverages listed under Rules 8.17, Rules 8.18, and 8.19).

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Step 2 -- Using the territorial assignment and the information derived from Step 1, determine the premium for the appropriate amount of insurance from the Business Personal Property -- Off Premises Charges chart. Show the limit on the declarations.

Step 3 -- Multiply the additional premium by the deductible factor from Table 2 -- Property Deductibles.

**8.4 Artisans Property Additional Coverage Endorsements  
– NOT AVAILABLE**

These endorsements may be added to any artisans policy. A policy can include both an Artisans Property Additional Coverage Endorsement and an artisans optional coverage that provides the same coverage.

The following is a general description of the coverages provided by these endorsements.

**8.4.1 Artisans Property Additional Coverage Endorsement - 1  
– NOT AVAILABLE**

<b>Coverage</b>	<b>Limit</b>
Glass	Replacement Cost
Accounts Receivable	\$10,000
Computers	\$10,000
Contractors' Equipment	\$10,000
Rental Reimbursement	\$ 2,500
Installation Floater	\$10,000
Outdoor Signs	\$10,000
Valuable Papers	\$10,000

Contractors' Equipment valuation is actual cash value unless indicated as being replacement cost on the declarations.

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Use the artisans property additional coverage endorsement rating information shown in this manual to determine the additional premium.

Attach endorsement AP-309.

Limits for the coverages provided by endorsement AP-309 can be increased. The additional premium is based on the difference between the revised limit and the limit that appears on endorsement AP-309. Use the rating information shown in this manual for the Artisans Additional Property Coverage higher limits.

Attach endorsement AP-312 and make an entry to show each revised limit.

Also make an entry on AP-312 to indicate that coverage for contractors' equipment applies on a replacement cost basis instead of an actual cash value basis or to specify a maximum per-item limit for contractors' equipment.

**8.4.2 Artisans Property Additional Coverage Endorsement - 2  
- NOT AVAILABLE**

<b>Coverage</b>	<b>Limit</b>
Glass	Replacement Cost
Accounts Receivable	\$10,000
Computers	\$10,000
Outdoor Signs	\$10,000
Valuable Papers	\$10,000

Use the artisans property additional coverage endorsement rating information shown in this manual to determine the additional premium.

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Attach endorsement AP-310.

**8.4.3 Artisans Property Additional Coverage Endorsement - 3  
– NOT AVAILABLE**

<b>Coverage</b>	<b>Limit</b>
Glass	Replacement Cost
Accounts Receivable	\$5,000
Computers	\$5,000
Outdoor Signs	\$5,000
Valuable Papers	\$5,000

Use the artisans property additional coverage endorsement rating information shown in this manual to determine the additional premium.

Attach endorsement AP-311.

**8.5 Loss of Income -- Without a Limit**

Losses under Coverage C -- Loss of Income can be covered on an actual loss sustained basis for a period of up to one year. When coverage applies on an actual loss sustained basis, no dollar limit for Coverage C is shown on the declarations. When this option is selected, a 72-hour waiting period can be imposed on the Loss of Income coverage provided for earnings.

**8.5.1 Coverage Without a Waiting Period**

When Coverage C -- Loss of Income is written without a limit, determine the additional premium by multiplying the building and business personal property premium by the corresponding factor shown in this manual.

This coverage is not subject to the property loss deductible. Do not apply the property loss deductible factor.

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**8.5.2 Coverage Subject to a 72-Hour Waiting Period**

When coverage for Earnings is subject to a 72-hour waiting period, the same waiting period will also apply to the Earnings coverage provided under the Supplemental Loss of Income Coverage for Interruption by a Civil Authority.

Extra Expense provided under these coverages is not subject to the 72-hour waiting period.

Determine the additional premium by multiplying the building and business personal property premium by the corresponding factor shown in this manual.

This coverage is not subject to the property loss deductible. Do not apply the property loss deductible factor.

Attach endorsement AP 0611.

**8.6 Ordinance or Law Extension**

Limited coverage for increased costs resulting from the enforcement of any ordinance or law is provided under the building and business personal property coverage following a covered loss.

Additional coverage can be provided for loss to the undamaged portion of a building that results from the enforcement of an ordinance or law following a covered loss.

Attach endorsement BP-321 and identify the covered buildings.

Increase the building limit as needed and use the building rating information for all covered perils. No adjustment to the rating information applies.

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When the coverage described above applies, the policy can be further extended to provide additional coverage for other costs associated with the enforcement of an ordinance or law, including increased demolition and debris removal costs and/or increased cost of construction.

Specify the additional limit for Demolition and Debris Removal and/or Increased Cost of Construction for the buildings identified on endorsement BP-321.

To determine the additional premium, multiply each limit shown on endorsement BP-321 by the building rating information for all applicable perils. Multiply the result of this calculation by the ordinance or law extension factor shown in this manual.

Multiply the additional premium by the deductible factor from Table 2 -- Property Deductibles.

**8.7 Back Up of Sewers and Drains**

Coverage for loss caused by water that backs up through sewers or drains can be added for property covered under Coverage A or Coverage B.

Attach endorsement BP-330 and identify the covered property and show the limits on the schedule.

To determine the additional premium, multiply the water damage limit of insurance by the rating information shown in this manual.

Multiply the additional premium by the deductible factor from Table 2 -- Property Deductibles.

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### 8.8 Employee Dishonesty

Limits ranging from \$5,000 to \$50,000 can be provided for loss or damage to real property and business personal property, including money and securities, resulting from dishonest acts committed by the insured's employees.

Attach endorsement AP-308. Show the limit on the schedule.

Use the employee dishonesty rating information shown in this manual to determine the additional premium.

When this coverage is provided for two or more locations, use the rating information shown in this manual to develop an additional location charge for each additional location based on the limit that applies.

This coverage is not subject to deductible amounts greater than \$250. Do not apply the deductible factor.

### 8.9 Money and Securities

Coverage can be provided for loss to money and securities resulting from theft, disappearance, or destruction.

Attach endorsement AP-304. Show the inside the premises limit and outside the premises limit on the schedule.

To determine the additional premium, multiply the money and securities factor for the applicable limits shown in this manual under Rule 8.9 on RATING INFORMATION - 10 by the applicable money and securities base premium shown on the bottom of RATING

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INFORMATION - 3 TO RATING INFORMATION - 7.

This coverage is not subject to deductible amounts greater than \$250. Do not apply the deductible factor.



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**8.10 Theft Exclusion**

Coverage for loss resulting from theft can be excluded.

Attach endorsement BP-348.

Use the rating charge in the business personal property rating information for rate group 0 instead of the rate group specified in the classification section when determining the basic policy premium. If higher limits for business personal property -- off premises are selected, use the rating information for rate group 0.

**8.11 Accounts Receivable**

Coverage against physical loss, with certain exceptions, can be provided for accounts receivable. This includes sums that cannot be collected from customers because the records were damaged or destroyed, the cost to reconstruct damaged or destroyed records, increased collection costs, and interest on loans used to offset losses prior to receipt of insurance proceeds.

Attach endorsement BP-320 and show the limit selected on the schedule.

To determine the additional premium, multiply the business personal property per thousand rating information for appropriate rate group by the accounts receivable limit in thousands. Multiply the result of this calculation by the accounts receivable factor shown in this manual.

This coverage is not subject to a deductible. Do not apply the deductible factor.

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**8.12 Valuable Papers and Records**

Limited coverage for valuable papers is provided in the policy. Additional coverage against physical loss, with certain exceptions, can be provided for valuable papers and records. This optional coverage includes loss caused by earthquake, flood, seepage, or water damage.

Attach endorsement BP-328; describe each covered premises and show the limit that applies. Show the deductible amount on the schedule.

To determine the additional premium, multiply the business personal property per thousand rating information for the appropriate rate group by the valuable papers and records limit in thousands. Multiply the result of this calculation by the valuable papers and records factor shown in this manual.

This coverage is not subject to deductible amounts greater than \$250. Do not apply the deductible factor.

**8.13 Computers**

Coverage against physical loss, with certain exceptions, can be provided for computer hardware, software, and extra expense related to the loss of or damage to electronic data processing equipment. This option includes coverage for loss caused by mechanical breakdown, earthquake, flood, and water damage.

Attach endorsement BP-322 and complete the schedule; describe each covered premises and show the limits that apply. Show the deductible amount on the endorsement.

To determine the additional premium, multiply the computer rating information shown in this manual by the hardware and software limits in thousands.

Multiply the premium by the deductible factor in Table 2 -- Property

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Deductibles.

**8.14 Outdoor Signs**

Limited coverage for signs is provided in the policy. Additional coverage against physical loss, with certain exceptions, can be provided for outdoor signs. This option includes coverage for losses resulting from earthquake, flood, or water damage.

Attach endorsement AP-307 and complete the schedule.

To determine the additional premium, multiply the outdoor signs rating information shown in this manual by the outdoor signs limit in thousands.

This coverage is not subject to deductible amounts greater than \$250. Do not apply the deductible factor.

**8.15 Glass**

Limited glass coverage is provided under form AP-100; coverage for the breakage of building glass that results from vandalism or from any other cause except one of the specified perils (other than vandalism) is limited to \$100 per pane and \$500 per occurrence. The special limits do not apply to glass building blocks.

Coverage against all physical losses, with certain exceptions, can be provided for glass. Only glass indicated on the declarations is covered.

Attach endorsement AP-305 and list covered glass on the schedule.

To determine the additional premium, separately measure the square footage of:

- interior glass;
- exterior glass above the second floor; and
- exterior glass located on the second floor and below.

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Multiply these measurements by the glass rating information and the appropriate glass factor shown in this manual.

This coverage is not subject to deductible amounts greater than \$250. Do not apply the deductible factor.

**8.16 Earthquake**

Coverage for loss caused by earthquake and volcanic eruption can be provided for all property covered under Coverages A and B and for the loss of income coverage provided under Coverage C.

Attach endorsement BP-332.

The earthquake rating information shown in this manual is displayed by earthquake construction classification and earthquake zone. The earthquake zones are shown on Page TD-5. The earthquake construction classifications are described below.

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**8.16.1 Earthquake Construction Classifications**

**Wood Frame Buildings**

Class 1C

- Wood frame and wood frame stucco construction
- Three stories or less
- 3,000 square feet or less ground floor area
- Floors not concrete supported
- Walls not unit masonry or concrete
- Masonry veneer walls

Class 1D

- Wood frame and wood frame stucco construction
- Floors not concrete supported
- Walls not unit masonry or concrete
- Masonry veneer walls

**All Metal Buildings**

Class 2A

- Metal frame
- Metal, wood, or cement-asbestos siding and roofing
- One story
- 20,000 square feet or less ground floor area

Class 2B

- Metal frame
- Metal, wood, or cement-asbestos siding and roofing

**Steel Frame Buildings**

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**Class 3A**

- Steel frame carrying all loads
- Floors and roof of poured-in-place reinforced concrete or of concrete fill on metal decking welded to steel frame
- Floor and roof supports not web steel
- Exterior walls non-load bearing
- Exterior walls poured-in-place reinforced concrete or reinforced unit masonry
- Column-free areas not exceeding 2,500 square feet
- Not under construction

**Class 3B**

- Steel frame carrying all loads
- Floors of poured-in-place reinforced concrete or metal
- Roof of poured-in-place reinforced concrete or metal if three stories or less
- Roof of any material if over three stories
- Exterior and interior walls not load bearing

**Reinforced Concrete, Combined Reinforced Concrete,  
and Structural Steel Buildings**

**Class 4A**

- Frame of poured-in-place reinforced concrete or combination of poured-in-place reinforced concrete and structural steel
- Floors of poured-in-place reinforced concrete
- Roof of poured-in-place reinforced concrete if three stories or less
- Roof of any material if over three stories
- Exterior walls of poured-in-place reinforced concrete or reinforced unit masonry
- Column-free areas not exceeding 2,500 square feet
- Not under construction

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**Class 4B**

- Frame of poured-in-place reinforced concrete or combination of poured-in-place reinforced concrete and structural steel
- Floors of poured-in-place reinforced concrete
- Roof of poured-in-place reinforced concrete if three stories or less
- Roof of any material if over three stories
- Nonbearing walls of any material
- Bearing walls of poured-in-place reinforced concrete

**Class 4C**

- Frame of precast concrete or combination of precast concrete with poured-in-place reinforced concrete or structural steel
- Floors of reinforced concrete lift-slabs
- Roof of reinforced concrete lift-slabs if three stories or less
- Roof of any material if over three stories
- Bearing walls of poured-in-place reinforced concrete
- Nonbearing walls of any material

**Class 4D**

- Frame of poured-in-place reinforced concrete or combination of poured-in-place reinforced concrete and structural steel
- Floors and roof of any material
- Nonbearing walls of any material

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Class 5A

- Load bearing exterior walls of poured-in-place reinforced concrete, precast reinforced concrete, reinforced brick, or reinforced concrete block masonry
- Supported floors of wood or metal
- One story
- Not under construction

Class 5AA

- Load bearing exterior walls of poured-in-place reinforced concrete, precast reinforced concrete, reinforced brick, or reinforced concrete block masonry
- Supported floors of wood or metal

Class 5B

- Load bearing walls of unreinforced brick or other unreinforced solid masonry, except adobe
- Floors and roof of any material

Class 5C

- Load bearing walls of hollow tile, hollow unit masonry, adobe, or cavity wall construction
- Floors and roof of any material

Class 5D

- Any other construction

**Mixed Construction Buildings**

Construction classes under 10% should be disregarded. Use class (over 10%) with the highest rate.



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### 8.16.2 Earthquake Premium Modifications

The earthquake rating information shown in this manual must be adjusted to reflect various conditions that affect exposure to loss by earthquake and volcanic eruption. The earthquake premium modifications addressed by this manual are described below.

#### **Masonry Veneer**

Exterior masonry veneer on wood frame walls is not covered for loss caused by earthquake or volcanic eruption when the masonry veneer exceeds 10% of the exterior wall area.

The coverage provided by endorsement BP-332 can be extended to include loss to exterior masonry veneer by adjusting the earthquake rating information and making an entry on the declarations to show that masonry veneer is included.

Multiply the earthquake rating information for buildings by the masonry veneer factor shown in this manual.

#### **Ground Stability**

The building and personal property earthquake rating information shown in this manual must be adjusted when buildings are not on firm, natural ground.

Multiply the earthquake rating information for buildings and personal property by the ground stability factor shown in this manual.

#### **Roof Tanks**

The building and personal property earthquake rating information shown in this manual must be adjusted when the building is equipped with a roof tank.

Multiply the earthquake rating information for buildings and contents by the roof tank factor shown in this manual.

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### 8.16.3 Earthquake Deductible

Endorsement BP-332 includes a special earthquake deductible provision that applies as a percentage of the covered property at the time of the loss. The rating information shown in this manual reflects a mandatory minimum deductible of 5% for Earthquake Construction Classifications 1C, 1D, 2A, 2B, 3A, 3B, 4A, 4B, and 5A; and a mandatory minimum deductible of 10% for Earthquake Construction Classifications 4C, 4D, 5AA, 5B, 5C, and 5D.

The earthquake deductible can be increased to a maximum of 40%. Use the rating information in this manual to determine the earthquake deductible factor.

Multiply the additional premium developed for endorsement BP-332 by the applicable earthquake deductible factor.

Show the earthquake deductible percentage on the declarations.

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**8.16.4 Earthquake Premium Calculation**

Step 1 -- Select the earthquake rating information shown in this manual that reflects the applicable earthquake construction type and earthquake zone for each covered building and for the personal property at each covered location.

Step 2 -- Multiply the rating information selected in Step 1 by any applicable earthquake premium modifications.

Step 3 -- Multiply the result of Step 2 by the applicable Coverage A and Coverage B limits of insurance in thousands.

Step 4 -- Multiply the result of Step 3 by the appropriate earthquake deductible factor.

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**8.17 Installation Floater**

Coverage against physical loss, subject to certain exceptions and limitations, can be provided for materials, supplies, machinery, fixtures, equipment, and similar property which will become a permanent part of a construction, installation, or erection project. Coverage is provided for covered property at a job site, at a storage location, and while in transit.

A separate catastrophe limit applies whenever property at more than one location (either more than one job site, more than one storage location, or any combination of job sites and storage locations) is damaged in a single occurrence.

Use the installation floater rating information shown in this manual to determine the additional premium. See the rating information found on RATING INFORMATION -13.

Attach endorsement AP 0662, and enter the job site and the catastrophe limit on the AP 0662 Installation Floater Schedule.

The Installation Floater automatically provides separate limits of up to \$5,000 per occurrence for property in transit and for property at a storage location. Other limits can be provided by showing the revised limits on the Installation Floater Schedule. Refer to the company for rating information.

Optional coverage for loss caused by testing will not be offered within the Installation Floater. Testing includes start-up; performance; stress; pressure; or overload testing of materials, supplies, machinery, fixtures, and equipment that will become a permanent part of a covered installation, construction, or erection project..

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**8.18 Contractors' Equipment**

Coverage against physical loss, subject to certain exceptions and limitations, can be provided for covered equipment involved in contracting, installation, erection, repair, or moving operations or projects. Coverage is provided for covered equipment at a job site, at a storage location, and while in transit. Coverage includes owned, leased, or rented equipment. Coverage for contractors' equipment applies on an actual cash value basis.

**Blanket**

Coverage may be provided on a blanket limit basis for all owned equipment. Individual equipment need not be identified and described on a schedule.

Attach endorsement AP 0659 and show the Blanket Limit on Contractors' Equipment Schedule, AP 0660.

**Scheduled**

Coverage for owned equipment may be provided on a scheduled basis. Coverage may also be provided for leased and non-owned equipment in the care, custody, or control of the insured if scheduled. Each item of covered equipment must be scheduled and a limit must be shown for each item.

Attach endorsement AP 0659 and list each item of equipment on Contractors' Equipment Schedule, AP 0660.

Use the contractors' equipment rating information shown in this manual to determine the additional premium. This information is found on RATING INFORMATION -13.

Select the rating information for the limit desired for Blanket or Scheduled coverage.

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**8.19 Contractors' Tools**

Coverage against physical loss, subject to certain exceptions and limitations, can be provided for contractors' tools. Coverage is provided on a blanket basis for owned, leased, or rented tools at a job site, at a storage location, or while in transit. Coverage for contractors' tools applies on an actual cash value basis.

Attach endorsement AP 0661, describe the type of tools covered and show the limit on the schedule.

Use the contractors' tools rating information shown in this manual to determine the additional premium. This information is found on RATING INFORMATION -13.

Select the rating information for the limit desired.

**8.20 Toolbox Endorsement**

Coverage is available for the following by endorsement.

\$5,000	Small Tools & Equipment Coverage
\$10,000	Installation Floater Coverage
\$1,000	Care, Custody, Control Limited Coverage
\$5,000	Valuable Papers & Records
\$5,000	Accounts Receivable Coverage
\$5,000	Computer Coverage
\$100,000	Fire Legal Liability

Attach endorsement TLBX 1.0.

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**RULE 9 -- LIABILITY COVERAGE OPTIONS**

**9.1 Higher Limits**

**9.1.1 Higher Each Occurrence Limit**

The basic Each Occurrence Limit, which applies to Coverages L, M, N, O, and P, is \$300,000. It can be increased to \$500,000 or \$1,000,000.

Show the Each Occurrence Limit on the declarations.

The rating information for increased limits is shown in this manual.

**9.1.2 Aggregate Limits**

The liability rates shown in the rate pages contemplate a General Aggregate Limit equal to twice the Each Occurrence Limit and an aggregate limit for the Products/Completed Work Hazard equal to twice the Each Occurrence Limit.

**General Aggregate Limit**

The policy may be written subject to a higher annual general aggregate limit.

Divide the selected general aggregate limit by the selected occurrence limit and round the result to the nearest whole number. This is the "aggregate/occurrence multiple". The aggregate/occurrence multiple must not be less than three or more than ten.

To determine the additional premium, multiply the liability premium by the factor determined by the general aggregate limit "aggregate/occurrence multiple" shown in this manual.

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### **Products/Completed Work Hazard Aggregate Limit**

The policy may be written subject to a higher annual products/completed work hazard aggregate limit.

Divide the selected products/completed work hazard aggregate limit by the selected occurrence limit and round the result to the nearest whole number. This is the "aggregate/occurrence multiple". The aggregate/occurrence multiple must not be less than three or more than ten.

To determine the additional premium, multiply the liability premium by the factor determined by the products/completed work hazard aggregate limit "aggregate/occurrence multiple" shown in this manual.

### **9.1.3 Higher Fire Legal Liability Limit**

The basic Fire Legal Liability Limit, which applies to Coverage O, is \$50,000. The Fire Legal Liability Limit can be increased to \$100,000, \$250,000, or \$500,000.

Show the Fire Legal Liability Limit on the declarations.

Additional premium is shown in the rating information pages.

Multiply the additional premium by the deductible factor from Table 1 -- Liability Deductibles.

## **9.2 Additional Insureds**

The liability section of the artisans policy may require modification in order to extend the insured's liability protection to other persons or entities. This can be accomplished by the use of additional insured endorsements.

Coverage for additional insureds is subject to all of the exclusions and conditions found in the liability section of the policy to which the



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additional insured endorsement is attached. Each endorsement may contain certain exclusions applying specifically to it.

### **9.2.0 Blanket Additional Insured Endorsement**

This endorsement may be used to provide coverage for all other additional insureds not covered by the use of other forms listed below in Rule 9.2.1 – Rule 9.2.11.

Attach endorsement BAI-1.

### **9.2.1 Lessors**

The definition of insured can be amended to include the owner of the premises (lessor) from whom the named insured (lessee) leases the premises.

The leased premises and the lessor must be described in the endorsement. The description of the leased premises must indicate the part of the premises leased by the insured.

Attach endorsement GL-842.

Use the rating information shown in this manual to determine the additional premium.

Multiply the additional premium by the deductible factor from Table 1 -- Liability Deductibles.

### **9.2.2 Controlling Interest**

The definition of insured can be amended to include the interests of controlling interests. Controlling interests are insured only for liability arising out of the described interest and the described premises and only while the named insured leases or occupies those premises. The extent of financial control and the premises involved must be described on the endorsement.

Attach endorsement GL-108.

### **9.2.3 State or Political Subdivisions -- Permits Relating to Premises**

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The definition of insured can be amended to include the state or political subdivision described in the endorsement. Coverage applies only with respect to operations performed by or on behalf of the named insured to which the state or subdivision has issued a permit.

Attach endorsement GL-111.

**9.2.4 Mortgagee, Assignee, or Receiver**

The definition of insured can be amended to include the interests of mortgagees, assignees, or receivers. The mortgagees, assignees, or receivers and the premises that the named insured owns, maintains, or uses must be described on the endorsement. These interests are insured for the liability arising out of those premises.

Attach endorsement GL-108.

**9.2.5 Owner or Lessor of Leased Land**

The definition of insured can be amended to include the owners or lessors of leased land.

Attach endorsement BP-307.

**9.2.6 Co-owner of Insured Premises**

The definition of insured can be amended to include the interests of co-owners. The ownership interest of the co-owners and the premises involved must be described on the endorsement. Co-owners are covered only for liability as a co-owner of the premises insured.

Attach endorsement GL-108.

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**9.2.7 Engineers, Architects, or Surveyors**

The definition of insured can be amended to include an architect, engineer, or surveyor engaged by the named insured. Coverage is limited to liability arising out of the named insured's premises or the named insured's work.

Attach endorsement GL-117.

**9.2.8 Lessor of Leased Equipment**

The definition of insured can be amended to include lessors of leased equipment. The additional insured's capacity must be indicated in the endorsement. A lessor of leased equipment is an insured only with respect to its liability arising out of the maintenance, operation, or use by the named insured of their equipment leased to the named insured. Attach a separate endorsement for each lessor of leased equipment.

Use the rating information shown in this manual to determine the additional premium.

Multiply the additional premium by the deductible factor from Table 1 -- Liability Deductibles.

Attach endorsement BP-305.

**9.2.9 Grantor of Franchise**

The definition of insured can be amended to include grantors of franchises. The additional insured's capacity must be indicated in the endorsement. The grantor of a franchise is an insured only with respect to its liability as a grantor of that franchise.

Use the rating information shown in this manual to determine the additional premium.

Multiply the additional premium by the deductible factor from Table 1 -- Liability Deductibles.

Attach endorsement BP-499.

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**9.2.10 Owners, Lessees, or Contractors**

The definition of insured can be amended to include a project owner or another contractor. The additional insured must be shown on the endorsement along with the location of covered operations.

To determine the additional premium, multiply the liability premium by the owners, lessees, or contractors factor shown in this manual.

Multiply the additional premium by the deductible factor from Table 1 -- Liability Deductibles.

Attach endorsement GL-113.

**9.2.11 Designated Party**

This rule addresses a generic additional insured situation not otherwise satisfied. It is used to add a person or organization as an additional insured where there is no specific additional insured endorsement available for the class of persons or organizations to be added.

The definition of insured can be amended to include designated persons or organizations. The designated party, the designated activity of the designated party, and the designated interest of the designated party must be described in the endorsement. The interests of the designated party should set forth the legal or other interest the party has in the insured's activities.

Refer to the company for rating information.

Attach endorsement GL-841.

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**9.3 Care, Custody, or Control**

This coverage pays property damage to property of others that is in the care, custody, or control of an insured. Limits up to \$10,000 can be chosen. The limit should be shown on the endorsement.

Use the rating information shown in this manual to determine the additional premium.

Multiply the additional premium by the deductible factor from Table 1 -- Liability Deductibles.

When the Care, Custody, or Control Exception is selected, the policy can not be endorsed to include endorsement AP 0658, Voluntary Property Damage Coverage.

Attach endorsement GL-242.

**9.4 XCU -- Explosion, Collapse, and Underground Property Damage Hazards Exclusion – *Not Available***

The company does not write or offer Explosion, Collapse, or Underground Property Damage coverage and it is specifically excluded from each policy.

Endorsement GL-212 is mandatory on all policies.

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**9.5 Non-owned/Hired Automobiles Coverage  
– *Not Available***

Non-owned auto liability coverage and hired auto liability coverage can be provided as an extension of Coverage L.

Non-owned auto liability provides coverage for bodily injury or property damage caused by an auto the named insured does not own, lease, hire, or borrow, but is used in connection with the named insured's business. The non-owned auto must be used by someone other than the named insured.

Hired auto liability provides coverage for bodily injury or property damage caused by an auto the named insured leases, hires, or borrows on an occasional basis. It does not include autos that the named insured leases, hires, or borrows from its employees or its partners or executive officers.

Attach endorsement BP-333.

Use the rating information shown in this manual to determine the additional premium.

Multiply the additional premium by the deductible factor from Table 1 -- Liability Deductibles.

Coverage can be expanded to include coverage for the named insured when the named insured borrows an employee's auto for purposes related to the business.

Attach endorsement BP-605, instead of BP-333. Rating is the same as BP-333.

Use the rating information shown in this manual to determine the additional premium.

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**9.6 Definition of Employee Redefined**

This rule is not optional in Massachusetts. Refer to Rule 3.16.

**9.7 Employee Benefits Liability Coverage  
– *Not Available***

**9.7.1 Coverage Description**

Employee benefits liability coverage can be provided to cover damages to an employee caused by a negligent act, error, or omission in the administration of an employee benefits program. This coverage is offered on a claims made basis.

For coverage to apply the negligent act, error, or omission must occur after the retroactive date shown in the schedule and before the end of the policy period, and the notice of the claim must be made within the policy period (or the extended reporting periods).

Generally the retroactive date reflects the first date this policy covers this exposure on a claims made basis. The retroactive date should not be advanced at the renewal of this policy; but remain the original effective date of claims made coverage under this policy.

The Employee Benefits Liability Coverage endorsement contains provisions for the following limits:

**Each Claim Limit** -- The Each Claim Limit is the most that will be paid for all damages arising out of a single claim covered under Coverage E.

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**Aggregate Limit** -- The Aggregate Limit for Coverage E is the most that will be paid during each annual policy period for damages arising out of claims covered under Coverage E. The Aggregate Limit is the same as the Each Claim Limit.

**Deductible** -- The deductible amount will be deducted from the amount of each claim.

Attach endorsement GL-892 and show limits, deductible, and the retroactive date on the schedule or the declarations.

Use the rating information shown in this manual to determine the additional premium.

The rating information contemplates a deductible of \$1,000 for each claim. This coverage is not subject to deductible amounts other than \$1,000. Do not apply the deductible factor.

For organizations with more than 100 employees, refer to the company for rating information.

**9.7.2 Extended Reporting Periods**

Extended reporting periods allow for the reporting of claims after the policy's expiration date for negligent acts, errors, or omissions that occurred after the retroactive date and before the end of the policy period.

**Basic Extended Reporting Period** -- The Basic Extended Reporting Period starts with the end of the policy period and lasts for:

Twelve months for claims arising out of an event that was reported within 60 days after the end of the policy period; or



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Sixty days after the end of the policy period for all other claims.

The Basic Extended reporting period is provided at no additional charge. No additional endorsement is required.

**Supplemental Extended Reporting Period** -- The Supplemental Extended Reporting Period extends the time for reporting a claim without limit. The period starts when the basic extended reporting period ends.

**Supplemental Coverage E - Employee Benefits Liability Aggregate Limit** -- A separate aggregate limit applies to claims first received and recorded during the supplemental extended reporting period. The Supplemental Coverage E - Employee Benefits Liability Aggregate Limit is equal to the aggregate limit shown in the schedule for Coverage E.

Attach endorsement GL-893.

Refer to the company for rating information. However, the additional charge must not exceed 200% of the annual premium for Coverage E.

**9.7.3 Calendar Date or Time Failure Exclusion**

Employee Benefit Claims that arise out of the failure of a computer to distinguish or interpret any time or date can be excluded.

Attach endorsement GL-918.

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**9.8 Personal and Advertising Injury Coverage Exclusions**

Coverage P -- Personal and Advertising Injury Coverage can be excluded from the policy.

Attach endorsement GL-905.

Modify the liability premium by applying the personal and advertising injury factor shown in this manual.

**9.9 Contractual Liability Coverage Limitation**

The contractual liability coverage can be limited to only these specific contracts:

Leases of premises;  
Easement agreements;  
Promises to indemnify municipalities;  
Sidetrack agreements; and  
Elevator maintenance agreements.

Attach endorsement GL-903.

Modify the liability premium by applying the contractual liability coverage limitation factor shown in this manual.

**9.10 Limitation of Coverage -- Designated Premises or Project**

Liability coverage can be limited to only those premises, incidental operations, or projects shown in the schedule.

Attach endorsement BP-309 and complete the schedule.

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**9.11 Liability Exclusion -- Designated Premises or Operations**

Liability coverage can be excluded for the premises or operations shown in the schedule. This exclusion also applies to the products manufactured or distributed from the designated premises and to the products and completed work hazard arising out of the designated operations.

Attach endorsement GL-210 and complete the schedule.

**9.12 Cross Liability Exclusion**

Coverage for bodily injury to an insured can be excluded.

Attach endorsement GL-899.

**9.13 Punitive Damages Exclusion**

Punitive, exemplary, and vindictive damages can be excluded.

Attach endorsement GL-894. This form is mandatory and will be attached to all policies.

**9.14 Aggregate Limits of Insurance -- Per Project  
– *Not Available***

The general aggregate limit can be amended to apply separately to each of the insured's projects. For example, a policy with a \$1,000,000 general aggregate limit that is issued to an insured who works on 10 projects annually can be modified to provide 10 general aggregate limits of \$1,000,000 each.

To determine the additional premium, multiply the liability premium by the aggregate limits of insurance - per project factor shown in this manual.

Attach endorsement GL-142.

**9.15 Pesticide or Herbicide Applicator Coverage**

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**– Not Available**

When an artisans policy is issued to cover landscape gardening risks, the portion of the pollution exclusion that applies to pollutants that are brought on to a premises, site, or location in connection with an insured's work can be deleted. The insured's operations must meet all the standards of any statute, ordinance, regulation, or license requirements that may apply.

Attach endorsement GL-891 and describe the pesticide or herbicide applicator operations.

**9.16 Lead Liability Exclusion**

Bodily injury, property damage, personal injury, and advertising injury arising out of any form of lead are excluded from this policy.

Attach endorsement GL-890. This form is mandatory and will be attached to all policies.

**9.17 Voluntary Property Damage Coverage**

**– Not Available**

Subject to certain exceptions, coverage can be provided for damage to property of others that is in the possession of the named insured or that arises out of the named insured's work. Coverage applies regardless of legal liability.

An each occurrence limit and annual aggregate limit for Voluntary Property Damage Coverage applies.

Use the rating information shown in this manual to determine the additional premium for an each occurrence limit of \$1,000 and an annual aggregate limit of \$5,000. Refer to the Company for rating information for other limits.

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When the Voluntary Property Damage Coverage option is selected, the policy can not be endorsed to include endorsement GL-242, Care, Custody, or Control Exception.

No deductible applies to this coverage.

Attach endorsement AP 0658 and show the each occurrence and annual aggregate limits on the schedule.

### **9.18 Employment Related Practices Liability Coverage** – *Not Available*

#### **9.18.1 Coverage Description**

Coverage for liability arising out of Employment Related Practices may be added to cover damages for injury that results from a wrongful employment practice, such as:

- work related harassment, including sexual harassment;
- wrongful termination and other wrongful acts or omissions pertaining to hiring practices, disciplinary action, evaluations, or representation of the conditions of employment;
- unlawful work related discrimination, including discrimination based on race, gender, age, and other protected classes, as described under federal, state, or local law;
- invasion of privacy; and
- employment related defamation or intentional infliction of emotional distress.

Employment Related Practices Liability Coverage is provided on a claims made basis. Use the claims made factor shown in this manual for the number of years that Employment Related Practices Liability Coverage has been in effect to adjust the Employment Related Practices Liability Coverage premium.

The following coverages are also provided under the Employment Related Practices Liability Coverage endorsement:

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**Defense Coverage** -- The Defense Coverage provided under Employment Related Practices Liability Coverage is subject to the Each Claim and Aggregate Limits shown on the endorsement schedule.

**Supplemental Coverages** -- The two Supplemental Coverages, Pre-Judgment and Post-Judgment Interest, apply in addition to the Each Claim and Aggregate Limits shown on the endorsement schedule.

Attach endorsement AP 0621.

**9.18.2 Limits**

The Employment Related Practices Liability Coverage endorsement is subject to the following separate limits:

**Each Claim Limit** -- The Each Claim Limit is the most that will be paid for all damages and related defense costs arising out of a single claim covered under the Employment Related Practices Liability Coverage endorsement.

**Aggregate Limit** -- The Aggregate Limit is the most that will be paid during each annual policy period for all damages and related defense costs arising out of all claims covered under the Employment Related Practices Liability Coverage endorsement. The rating information shown in this manual contemplates an Aggregate Limit that is equal to the Each Claim Limit.

Available limits for Employment Related Practices Liability Coverage are:

<u>Each Claim</u>	/	<u>Aggregate</u>
\$ 25,000	/	\$ 25,000
\$ 50,000	/	\$ 50,000
\$ 100,000	/	\$ 100,000
\$ 300,000	/	\$ 300,000
\$ 500,000	/	\$ 500,000
\$1,000,000	/	\$1,000,000

Show the applicable limits on the Employment Related Practices Liability Coverage endorsement schedule.

**9.18.3 Deductible**

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Employment Related Practices Liability Coverage is subject to a per claim deductible. Only damages and related defense costs in excess of the deductible amount will be paid, subject to the endorsement limits.

The Supplemental Coverages of Pre-Judgment and Post-Judgment Interest are not subject to the deductible.

The following deductible options are available for Employment Related Practices Liability Coverage:

- \$ 2,500
- \$ 5,000
- \$ 10,000
- \$ 15,000
- \$ 20,000
- \$ 25,000

Show the applicable deductible on the Employment Related Practices Liability Coverage endorsement schedule.

### 9.18.4 Minimum Premium

Refer to the Company to determine if the Employment Related Practices Liability Coverage premium is subject to a minimum premium requirement.

### 9.18.5 Retroactive Date

The claims made coverage provided under the Employment Related Practices Liability Coverage endorsement applies only to claims for injury resulting from wrongful employment practices that begin on or after the Retroactive Date shown on the schedule and before the end of the policy period. The claim for damages must be made within the policy period (or the Extended Reporting Period, if applicable).

The Retroactive Date selected should coincide with the original inception date of the Employment Related Practices Liability Coverage endorsement and should be retained on all subsequent renewals of the coverage.

Show the applicable Retroactive Date on the Employment Related Practices Liability Coverage endorsement schedule.

**Omitting the Retroactive Date** -- Coverage may be provided

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without a Retroactive Date. When no Retroactive Date applies, claims for injury resulting from wrongful employment practices that began prior to the inception of the policy would be eligible for coverage, provided such claims are first reported during the policy period (or Extended Reporting Period, if applicable).

If this option is selected, indicate "none" in the Retroactive Date field on the Employment Related Practices Liability Coverage endorsement schedule. Refer to the company to determine if any premium adjustment applies.

**Changing the Retroactive Date** -- A change in the Retroactive Date may be prompted by such circumstances as:

- a change in the insured's operations which results in a substantial increase in exposures;
- failure of the insured to provide the company with information material to the company's acceptance of the risk; or
- the insured's request.

If the Retroactive Date is changed, companies are advised to obtain the insured's written consent and written acknowledgment of the right to purchase the Extended Reporting Period prior to making the change. Refer to the company to determine if any premium adjustment applies.



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### 9.18.6 Additional Insureds

The definition of insured found in the Employment Related Practices Liability Coverage endorsement does not automatically include employees. That definition can be expanded to include employees as well as the other entities listed below:

**Newly Acquired Organizations** -- Includes organizations in which the insured has a majority interest. Coverage is provided for a period of up to 90 days from the date of acquisition.

**All Employees** -- Includes supervisory as well as all other employees.

**Supervisory Employees** -- Includes only officers, directors, or other employees who have management level responsibility and authority.

**Controlling Interests** -- Includes persons or organizations that have financial control over the insured, and to whom a liability exposure arising out of the insured's employment related practices could result.

**Designated Person or Organization** -- Includes any specified person or organization to whom a liability exposure arising out of the insured's employment related practices could result.

Use the rating information shown in this manual to adjust the Employment Related Practices Liability Coverage premium.

Make an entry on the Employment Related Practices Liability Coverage endorsement schedule to indicate that the definition of insured has been amended.

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### 9.18.7 Extended Reporting Period

For an additional premium, an Extended Reporting Period that begins at the end of the policy period and continues in effect for three years following the end of the policy period may be purchased.

A separate Aggregate Limit, equal to the Aggregate Limit for the Employment Related Practices Liability Coverage, applies to claims reported during the Extended Reporting Period.

Coverage under the Extended Reporting Period applies only to claims for injury resulting from wrongful employment practices which begin on or after the Retroactive Date and before the end of the policy period, but that are first reported during the Extended Reporting Period.

Use the rating information shown in this manual to determine the additional premium.

Attach endorsement AP 0644.

### 9.18.8 Premium Development

Step 1 -- Determine the total number of full and part-time employees that were employed by the insured during the past 12 months.

Refer to RULE 1 ELIGIBILITY for the definitions of full and part-time employees. Use the instructions provided under the Part-Time definition to determine the number of part-time employees.

Step 2 -- Determine the applicable industry group based upon the ERP code shown in the classification section of this manual.

Step 3 -- From the rating information shown in this manual, select the Employment Related Practices Liability full-time per employee charge for the appropriate industry group and limit of insurance desired. Multiply the per employee charge selected by the total number of full-time employees as determined in Step 1.

Step 4 -- From the rating information shown in this manual,

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select the Employment Related Practices Liability part-time per employee charge for the appropriate industry group and limit of insurance desired. Multiply the per employee charge selected by the total number of part-time employees as determined in Step 1.

Step 5 -- Add together the results of Steps 3 and 4.

Step 6 -- Determine the number of years that Employment Related Practices Liability Coverage will have been in effect as of the end of the policy period and select the corresponding claims made factor. Multiply the result of Step 5 by the claims made factor selected.

Step 7 -- Select the deductible factor for the limit of insurance and deductible amount desired. Multiply the result of Step 6 by the deductible factor selected.

Step 8 -- Multiply the result of Step 7 by the factor for each additional insured or other factor-rated coverage option that applies. If more than one option applies, apply the corresponding factors sequentially.

Step 9 -- Multiply the result of Step 8 by the factor that represents the sum of the applicable premium modification credits and debits.

Step 10 -- Compare the result of Step 9 to the minimum premium specified by the company, if applicable. If the result of Step 9 is equal to or greater than the minimum premium, the result of Step 9 will represent the basic premium for Employment Related Practices Liability Coverage. If the result of Step 9 is less than the minimum premium, the minimum premium will represent the basic premium for Employment Related Practices Liability Coverage.

Step 11 -- Use the Employment Related Practices basic premium determined in Step 10 as the basis for calculating the additional premium for the Extended Reporting Period coverage option, when applicable.

### 9.18.9 Premium Modifications

Modify the Employment Related Practices Liability Coverage

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premium to recognize special characteristics of the risk described below.

The sum of the modifications developed using this table cannot exceed plus or minus 25%.

Convert the total percent developed under this rule to a factor.

<b><u>SPECIAL CHARACTERISTICS</u></b>	<b><u>PREMIUM MODIFICATION</u></b>
(1) Any claims of wrongful termination, discrimination, or sexual harassment or any related charges or inquiries brought by state or federal authorities against the insured within the past five years	+ 20%
(2) The insured's Employment Related Practices Liability Coverage was canceled or non-renewed by another insurance carrier	+ 5%
(3) The insured's employment policies are periodically reviewed by labor relations counsel	- 5%
(4) The insured's use and maintenance of records of employment and applications	- 5% to + 5%
(5) Employee training and awareness with respect to discrimination and sexual harassment within the workplace	-10% to +10%
(6) The insured's financial stability	- 5% to + 5%
(7) The use of an "At-Will" statement in the insured's employment policy	- 5% to + 5%

**9.19 Roofing Operation Specific Exclusion**

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Liability coverage will be excluded for damage that arises out of any operation that involves roof removal, roof recovering, or re-roofing.

Attach endorsement UFR-1. This form is mandatory and will be attached to all policies.

**9.20 Commercial Spray Painting Exclusion**

Liability coverage will be excluded for damage that arises out of any operation that involves spray painting in any form within a non-residential setting.

Attach endorsement XSP-1. This form is mandatory and will be attached to all policies.

**9.21 Injury to Employees, Contractors, and Employees of Contractors Exclusion – while on jobsites in New York only**

Liability coverage will be excluded for any and all injuries suffered by any contractor/insured, employees of contractors/insureds, or any subcontractor of the insured including any subcontractor's employees.

Attach endorsement XCNTROS. This form is mandatory and will be attached to all policies.

**9.22 Asbestos Exclusion**

Liability coverage will be excluded for injury or damage that arises out of the presence of asbestos as defined in the endorsement.

Attach endorsement AP 0225. This form is mandatory and will be attached to all policies.

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**9.23 Silica Exclusion**

Liability coverage will be excluded for injury or damage that arises out of the presence of silica as defined in the endorsement.

Attach endorsement AP 0230. This form is mandatory and will be attached to all policies.

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### RULE 10 -- CLASSIFICATIONS

The Classification Table provides the rate group assignments for eligible liability and property exposures.

#### 10.1 Employment Related Practices Rate Group – *Not Available*

Rate group assignments for rating optional employment related practices (ERP) liability coverage are included in the Classification Table for each classification. The "C" and "S" symbols in the ERP column identify each classifications as a service risk or a construction risk, respectively. These symbols are referenced in the rating information for the ERP option.

#### 10.2 XCU Hazards – *Company will not provide XCU Coverage*

If a classification is followed by one or more of the following symbols, add the appropriate charge found in the rate pages to the liability charges per employee.

- "X"    **Explosion Hazard** -- This includes property damage which is a result of blasting or explosion. This does not include property damage:
- (1)    which is the result of the explosion of air or steam vessels, piping under pressure, prime movers, machinery, or power transmitting equipment; or
  - (2)    included within "U" -- Underground Property Damage Hazard.
- "C"    **Collapse Hazard** -- This includes structural property damage and damage to other property resulting therefrom. Structural property damage means the collapse of or structural injury to a building or structure due to:

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- (1) grading of land, excavating, burrowing, filling, back-filling, tunnelling, pile driving, cofferdam work, or caisson work; or
- (2) moving, shoring, underpinning, raising or demolition of a building, or structure or removal or rebuilding of a structural support thereof.

This does not include property damage included within "U" -- Underground Property Damage Hazard.

**"U" Underground Property Damage Hazard** -- This includes underground property damage and damage to other property resulting therefrom. Underground property damage means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, similar property, and apparatus used in connection therewith:

- (1) beneath the surface of the ground or water; and
- (2) caused by and occurring during the use of mechanical equipment used for the grading of land, paving, excavating, drilling, burrowing, filling, back-filling, or pile driving.

These hazards ("X", "C", and "U") do not include property damage:

- (1) arising out of operations performed for the named insured by independent contractors;
- (2) included within the coverage of Completed Work; or
- (3) for which liability is assumed by the insured under an incidental contract.



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**RULE 11 -- INDIVIDUAL RISK PREMIUM MODIFICATIONS**

The following modifications can be applied to recognize special characteristics of the risk that are not fully reflected in the rates.

The total amount of credit or debit developed using the following table cannot exceed 25%.

The credit or debit developed by the use of this rule is applied after all other rating procedures.

<u>RISK VARIATIONS</u>	<u>RANGE OF MODIFICATIONS</u>		
	<u>CREDIT</u>	<u>DEBIT</u>	
(1) Care and condition of equipment and premises	10%	to	10%
(2) Classification variations	10%	to	10%
(3) Cooperation of owners or operators with recommendations with respect to structural features, segregation, and control of hazards and maintenance of protective equipment	10%	to	10%
(4) Damage and susceptibility	10%	to	10%
(5) Dispersion or concentration	5%	to	5%
(6) Employees: selection, training, supervision, experience	5%	to	5%
(7) Location: accessibility, congestion, and exposures	10%	to	10%
(8) Miscellaneous protective features or hazards	10%	to	10%
(9) Protective devices not otherwise reflected in rates	10%	to	10%
(10) Storage practices and hazardous operations	10%	to	10%
(11) Superior or inferior structural features	10%	to	10%
(12) Past losses relative to number of exposure units and subsequent preventive measures	10%	to	10%

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<b>CLASSIFICATION</b>	<b>RATE GROUPS</b>		
	RATE GROUP	*PROPERTY	STAT CODE
Accessories and Appliances – Installation and Servicing – No LPG Work	01	05	10005
Air Conditioning and Heating – Systems and Equipment No LPG Work <b>(No New Business)</b>	02	02	10010
Appliances and Accessories – Installation and Servicing – No LPG Work	03	05	10005
Awning - Installation, Service and Repair – 1 <sup>st</sup> Floor Only – No Welding Operations	04	04	10015
Cabinet Makers and Installers	05	02	10025
Carpentry	06	02	10030
Carpet or Rug Cleaners	07	05	10035
Ceiling or Wall Installation – Metal	08	02	10045
Cleaners – Rug or Carpet	09	05	10035
Cleaning Services – Residential or Office	10	01	10055
Computers, Office Appliances, or Office Machines – Repair or Service – No Programming-- <b>(No New Business)</b>	11	05	10060
Concrete Construction – No Backhoe Work	12	01	10065
Doors, Window and Partition Installers	13	01	10090
Driveway, Parking Area, Yard or Sidewalk – Paving or Repair (concrete or asphalt) – Residential Parking Area (No Street or Road Work)	14	01	10105
Drywall or Wallboard Hanging and Taping – No Asbestos Removal or Insulation Work	15	01	10110
Electric Work - No Burglar or Fire Alarm Installation	16	04	10120
Fence Erection Contractors - Residential Fencing Only	17	01	10125
Floor Covering (no ceramic tile) – Installation, Service and Repair	18	01	10135
Furniture and Fixtures – Woodworking	19	05	10140
Furniture – Upholstery	20	05	10145
Garage or Overhead Door Installers – Metal	21	01	10150
Garage or Overhead Door Installers – Wood	22	02	10155
Gardening Landscapers – No Tree Trimming, Spraying or Backhoe Work	23	04	10160
Glaziers	24	03	10165
Heating and Air Conditioning – Systems and Equipment – No LPG Work <b>(No New Business)</b>	25	02	10010
House Furnishings Installation – N.O.C.	26	05	10170

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<i><b>CLASSIFICATION</b></i>	<i><b>RATE GROUPS</b></i>		
	RATE GROUP	PROPERTY	STAT CODE
Interior Decorators	27	05	10175
Landscape Gardening – No Tree Trimming, Spraying or Backhoe	28	04	10160
Marble, Terrazzo, Tile or Stone Work – Interior	29	01	10190
Masons	30	01	10195
Office Appliances, Office Machines – Repair or Service <b>(No New Business)</b>	31	05	10060
Office Machines, Office Appliances – Repair or Service <b>(No New Business)</b>	32	05	10060
Overhead or Garage Door Installers – Metal	33	01	10150
Overhead or Garage Door Installers – Wood	34	02	10155
Parking Area, Driveway, Yard or Sidewalk – Paving or Repairing (concrete asphalt) – Residential Parking Area (No Street or Road Work)	35	01	10105
Painting – Exterior (three stories or less)	36	01	10210
Painting – Interior	37	01	10215
Paperhanging	38	01	10220
Partition, Window, and Door Installers	39	01	10090
Plaster or Stucco Work – Exterior	40	02	10225
Plaster or Stucco Work – Interior	41	02	10230
Plumbing – Residential or Office - No Sprinkler System Work	42	04	10235
Rug or Carpet Cleaners	43	05	10035
Siding Installers – Masonry and Stone - 3 Stories or Less	44	01	10245
Siding Installers – Aluminum and Vinyl	45	01	10250
Stone, Marble, Terrazzo or Tile Work – Interior	46	01	10190
Stucco or Plaster Work – Exterior	47	02	10225
Stucco or Plaster Work – Interior	48	02	10230
Terrazzo, Tile, Stone or Marble Work – Interior	49	01	10190
Tile, Stone, Marble or Terrazzo Work – Interior	50	01	10190
Upholstery – Furniture	51	05	10145
Wall or Ceiling Installation – Metal	52	02	10045
Wallboard or Drywall Hanging and Taping – No Asbestos Removal or Insulation Work	53	01	10110
Wallpapering	54	01	10220
Window, Door, and Partition Installers	55	01	10090
Woodworking – Furniture and Fixtures	56	05	10140
Yard, Driveway, Parking Area or Sidewalk – Paving or Repairing (concrete asphalt) – Residential Parking Area (No Street or Road Work)	57	01	10105

**UTICA FIRST INSURANCE COMPANY  
ARTISANS MANUAL**

**MASSACHUSETTS**

**TERRITORIAL DEFINITIONS**

<u><b>County</b></u>	<u><b>Territory</b></u>
Barnstable	010
Berkshire except the following Cities	010
North Adams	030
Pittsfield	030
Bristol except the following Cities	010
Attleboro	030
Fall River	030
New Bedford	030
Taunton	030
Dukes	010
Essex except the following Cities	010
Beverly	030
Danvers	030
Gloucester	030
Haverhill	030
Lawrence	030
Lynn	030
Marblehead	030

**UTICA FIRST INSURANCE COMPANY  
ARTISANS MANUAL**

**MASSACHUSETTS**

<u>County</u>	<u>Territory</u>
Methuen	030
Newburyport	030
Peabody	030
Salem	030
Saugus	030
Swampscott	030
Franklin except the following City	010
Greenfield	030
Hampden	010
Chicopee	030
Holyoke	030
Springfield	030
Westfield	030
West Springfield	030
Hampshire except the following Cities	010
Amherst	030
Northampton	030
Middlesex except the following Cities and Townships	010
Arlington	030

**UTICA FIRST INSURANCE COMPANY  
ARTISANS MANUAL**

**MASSACHUSETTS**

<b><u>County</u></b>	<b><u>Territory</u></b>
Belmont	030
Burlington	030
Cambridge	030
Chelmsford	030
Everett	030
Framingham	030
Lexington	030
Lowell	030
Malden	030
Marlborough	030
Medford	030
Melrose	030
Natick	030
Newton	030
Reading	030
Somerville	030
Stoneham	030
Wakefield	030

**UTICA FIRST INSURANCE COMPANY  
ARTISANS MANUAL**

**MASSACHUSETTS**

<u>County</u>	<u>Territory</u>
Waltham	030
Watertown	030
Winchester	030
Nantucket	010
Norfolk except the following Cities	010
Braintree	030
Brookline	030
Dedham	030
Milton	030
Needham	030
Norwood	030
Quincy	090
Randolph	030
Stoughton	030
Wellesley	030
Weymouth	030
Plymouth except the following City	010
Brockton	030

**UTICA FIRST INSURANCE COMPANY  
ARTISANS MANUAL**

**MASSACHUSETTS**

<u>County</u>	<u>Territory</u>
Suffolk except the following Cities	040
Boston	020
Chelsea	050
Revere	050
Winthrop	050
Worcester except the following Cities	010
Fitchburg	030
Gardner	030
Leominster	030
Southbridge	030
Worcester	030

**EARTHQUAKE ZONES**

**All locations in this state are assigned to Earthquake Rating Zone 1.**



# UTICA FIRST INSURANCE COMPANY ARTISANS MANUAL

## MASSACHUSETTS

TERRITORIES: 010 - 050

### LIABILITY LIMITS (Charge Per Employee)

Limits Include \$1,000 Med Pay

RATE GROUP	OCCURRENCE/ AGGREGATE	300,000/600,000	500,000/1,000,000	1,000,000/2,000,000
11,31,32,	FULL	123	138	164
	PART	42	46	55
--	FULL	256	289	342
	PART	84	98	114
05,15,16,19,20,23,26,27, 28,29,30,40,41,44,45,46 47,48,49,50,51,53,56	FULL	466	526	617
	PART	153	176	204
01,03,06,14,18,24, 35,36,37,38,54,57	FULL	620	705	819
	PART	206	235	273
13,21,22,33,34,39,55	FULL	682	775	901
	PART	227	259	301
07,08,09,10,12, 17,42,43,52	FULL	711	808	935
	PART	238	269	310
02,04,25	FULL	930	1062	1230
	PART	309	354	409
----	FULL	1069	1217	1407
	PART	357	405	471

# UTICA FIRST INSURANCE COMPANY ARTISANS MANUAL

## MASSACHUSETTS

TERRITORIES: 010 - 050

XCU - **NOT AVAILABLE**  
(Charge Per Employee)

CLASSIFICATION	OCCURRENCE/ AGGREGATE	300,000/ 600,000	LIMITS	
			500,000/ 1,000,000	1,000,000/ 2,000,000
Earth Excavation	Full	--	--	--
	Part	--	--	--
Landscape Gardening	Full	--	--	--
	Part	--	--	--
Plumbing - Residential or Office	Full	--	--	--
	Part	--	--	--
Septic Tank and Latterals Installers	Full	--	--	--
	Part	--	--	--
Steel - Cutters	Full	--	--	--
	Part	--	--	--
Steel - Drillers	Full	--	--	--
	Part	--	--	--
Trench Diggers	Full	--	--	--
	Part	--	--	--
Waterproofing Contractor	Full	--	--	--
	Part	--	--	--
Welder	Full	--	--	--
	Part	--	--	--

# UTICA FIRST INSURANCE COMPANY ARTISANS MANUAL

## MASSACHUSETTS

TERRITORY: 010

\$250 DEDUCTIBLE

### BUILDINGS AND \*BUSINESS PERSONAL PROPERTY RATING INFORMATION (RATING INFORMATION PER \$1,000 OF INSURANCE)

PROTECTION	COVERAGE TYPE	FRAME	MAS/JOIST	NON-COMB	MAS N-C	FIRE RESIS
PROTECTED	BUILDING	11.33	9.81	9.05	3.69	2.11
	CONTENTS	12.33	10.58	9.70	5.31	3.82
PARTIALLY PROTECTED	BUILDING	16.62	13.10	11.66	5.62	3.19
	CONTENTS	16.10	12.85	11.63	7.21	5.18
UN-PROTECTED	BUILDING	21.50	16.84	14.51	7.31	4.13
	CONTENTS	19.95	15.65	13.51	9.01	6.48

### \*BUSINESS PERSONAL PROPERTY CHARGES

PERSONAL PROPERTY LIMITS	RATE GROUPS							
	1	2	3	4	5	6	0	
	Rate Groups 1-6 Include Theft; Rate Group 0 Excludes Theft							
1 - 10,000	238	268	313	449	624	747	3	
10,001 - 20,000	244	274	319	457	631	753	11	
20,001 - 30,000	252	280	326	463	639	759	17	
30,001 - 40,000	258	286	332	470	645	765	23	
40,001 - 50,000	264	293	340	476	651	772	30	
50,001 - 60,000	271	300	346	482	657	778	36	
60,001 - 70,000	277	307	352	488	664	786	42	
70,001 - 80,000	283	313	358	496	670	792	50	
80,001 - 90,000	291	319	365	502	678	798	56	
90,001 - 100,000	297	326	371	509	684	804	63	
100,001 - 110,000	304	332	379	515	690	811	69	
110,001 - 120,000	310	340	385	521	696	817	75	
120,001 - 130,000	316	346	391	527	703	825	81	
130,001 - 140,000	322	352	398	535	709	831	89	
140,001 - 150,000	330	358	404	541	717	837	95	
150,001 - 175,000	346	374	419	557	732	853	111	
175,001 - 200,000	362	391	437	574	748	870	128	
200,001 - 225,000	379	407	452	590	765	886	144	
225,001 - 250,000	394	424	470	606	781	903	160	
250,001 - 275,000	412	440	485	623	798	919	175	
275,001 - 300,000	427	457	502	639	814	934	192	
EACH ADDITIONAL 10,000	6	6	6	6	6	6	6	

### \*BUSINESS PERSONAL PROPERTY -- OFF-PREMISES CHARGES

TOTAL LIMIT	RATE GROUPS							
	1	2	3	4	5	6	0	
\$2,500	I N C L U D E D							
5,000	277	307	352	488	664	786	42	
10,000	355	385	430	567	742	864	121	
15,000	440	470	515	653	826	948	207	
20,000	518	548	593	731	905	1027	285	
25,000	604	632	678	815	991	1111	369	

\*This section does not include contractor's equipment, tools and equipment or Installation Floater coverage which is available under Inland Marine Forms.

### MONEY AND SECURITIES

BASE AMOUNT:	
Money and Securities	238

# UTICA FIRST INSURANCE COMPANY ARTISANS MANUAL

## MASSACHUSETTS

TERRITORY: 020

\$250 DEDUCTIBLE

### BUILDINGS AND \*BUSINESS PERSONAL PROPERTY RATING INFORMATION (RATING INFORMATION PER \$1,000 OF INSURANCE)

PROTECTION	COVERAGE TYPE	MAS/ FRAME	MAS/ JOIST	NON- COMB	MAS N-C	FIRE RESIS
PROTECTED	BUILDING	10.83	9.42	8.72	3.44	1.97
	CONTENTS	11.77	10.13	9.33	4.93	3.54
PARTIALLY PROTECTED	BUILDING	15.48	12.27	11.14	5.23	2.97
	CONTENTS	14.98	12.22	11.11	6.70	4.82
UN- PROTECTED	BUILDING	19.99	15.68	13.52	6.79	3.83
	CONTENTS	18.55	14.57	12.77	8.36	6.01

### \*BUSINESS PERSONAL PROPERTY CHARGES

PERSONAL PROPERTY LIMITS	RATE GROUPS							
	1	2	3	4	5	6	0	
	Rate Groups 1-6 Include Theft; Rate Group 0 Excludes Theft							
1 - 10,000	435	488	571	823	1144	1366	3	
10,001 - 20,000	443	495	577	829	1150	1373	11	
20,001 - 30,000	449	501	585	836	1158	1379	17	
30,001 - 40,000	455	507	592	842	1164	1385	23	
40,001 - 50,000	462	513	598	850	1171	1393	30	
50,001 - 60,000	468	521	604	856	1177	1399	36	
60,001 - 70,000	474	527	610	862	1183	1405	42	
70,001 - 80,000	482	534	617	869	1189	1412	50	
80,001 - 90,000	488	540	624	875	1197	1418	56	
90,001 - 100,000	495	546	631	881	1203	1424	63	
100,001 - 110,000	501	552	637	889	1210	1432	69	
110,001 - 120,000	507	560	643	895	1216	1438	75	
120,001 - 130,000	513	567	649	901	1222	1444	81	
130,001 - 140,000	521	573	656	908	1229	1451	89	
140,001 - 150,000	527	579	664	914	1236	1457	95	
150,001 - 175,000	543	595	679	930	1252	1473	111	
175,001 - 200,000	560	612	695	947	1268	1490	128	
200,001 - 225,000	576	628	712	962	1285	1506	144	
225,001 - 250,000	592	645	728	980	1301	1523	160	
250,001 - 275,000	609	660	743	995	1316	1538	175	
275,001 - 300,000	624	678	761	1013	1333	1556	192	
EACH ADDITIONAL 10,000	6	6	6	6	6	6	6	

### \*BUSINESS PERSONAL PROPERTY -- OFF-PREMISES CHARGES

TOTAL LIMIT	RATE GROUPS							
	1	2	3	4	5	6	0	
2500	I N C L U D E D							
5,000	473	524	609	859	1182	1402	41	
10,000	545	598	681	933	1254	1476	113	
15,000	624	676	761	1013	1333	1554	192	
20,000	698	750	833	1085	1405	1628	264	
25,000	776	829	912	1164	1485	1707	344	

\*This section does not include contractor's equipment, tools and equipment or Installation Floater coverage which is available under Inland Marine Forms.

### MONEY AND SECURITIES

<b>BASE AMOUNT:</b>
Money and Securities <span style="float: right;">435</span>

# UTICA FIRST INSURANCE COMPANY ARTISANS MANUAL

## MASSACHUSETTS

TERRITORY: 030

\$250 DEDUCTIBLE

### BUILDINGS AND \*BUSINESS PERSONAL PROPERTY RATING INFORMATION (RATING INFORMATION PER \$1,000 OF INSURANCE)

PROTECTION	COVERAGE TYPE	MAS/ FRAME	MAS/ JOIST	NON-COMB	MAS N-C	FIRE RESIS
PROTECTED	BUILDING	11.33	9.81	9.05	3.51	2.02
	CONTENTS	12.33	10.58	9.70	4.84	3.47
PARTIALLY PROTECTED	BUILDING	15.37	12.90	11.66	5.12	2.91
	CONTENTS	15.29	12.85	11.63	6.57	4.73
UN-PROTECTED	BUILDING	19.59	15.51	13.88	6.65	3.76
	CONTENTS	18.19	14.96	13.43	8.20	5.88

### \*BUSINESS PERSONAL PROPERTY CHARGES

PERSONAL PROPERTY LIMITS	RATE GROUPS							
	1	2	3	4	5	6	0	
	Rate Groups 1-6 Include Theft; Rate Group 0 Excludes Theft							
1 - 10,000	238	268	313	449	624	747	3	
10,001 - 20,000	244	274	319	457	631	753	11	
20,001 - 30,000	252	280	326	463	639	759	17	
30,001 - 40,000	258	286	332	470	645	765	23	
40,001 - 50,000	264	293	340	476	651	772	30	
50,001 - 60,000	271	300	346	482	657	778	36	
60,001 - 70,000	277	307	352	488	664	786	42	
70,001 - 80,000	283	313	358	496	670	792	50	
80,001 - 90,000	291	319	365	502	678	798	56	
90,001 - 100,000	297	326	371	509	684	804	63	
100,001 - 110,000	304	332	379	515	690	811	69	
110,001 - 120,000	310	340	385	521	696	817	75	
120,001 - 130,000	316	346	391	527	703	825	81	
130,001 - 140,000	322	352	398	535	709	831	89	
140,001 - 150,000	330	358	404	541	717	837	95	
150,001 - 175,000	346	374	419	557	732	853	111	
175,001 - 200,000	362	391	437	574	748	870	128	
200,001 - 225,000	379	407	452	590	765	886	144	
225,001 - 250,000	394	424	470	606	781	903	160	
250,001 - 275,000	412	440	485	623	798	919	175	
275,001 - 300,000	427	457	502	639	814	934	192	
EACH ADDITIONAL 10,000	6	6	6	6	6	6	6	

### \*BUSINESS PERSONAL PROPERTY -- OFF-PREMISES CHARGES

TOTAL LIMIT	RATE GROUPS						
	1	2	3	4	5	6	0
2500	I N C L U D E D						
5,000	275	305	351	487	662	783	41
10,000	351	379	426	562	737	858	116
15,000	432	460	507	643	818	939	197
20,000	507	535	581	718	894	1014	272
25,000	588	617	662	800	975	1096	354

\*This section does not include contractor's equipment, tools and equipment or Installation Floater coverage which is available under Inland Marine Forms.

### MONEY AND SECURITIES

<b>BASE AMOUNT:</b>
Money and Securities <span style="float: right;">238</span>

# UTICA FIRST INSURANCE COMPANY ARTISANS MANUAL

## MASSACHUSETTS

TERRITORY: 040

\$250 DEDUCTIBLE

### BUILDINGS AND \*BUSINESS PERSONAL PROPERTY RATING INFORMATION (RATING INFORMATION PER \$1,000 OF INSURANCE)

PROTECTION	COVERAGE TYPE	FRAME	MAS/ JOIST	NON- COMB	MAS N-C	FIRE RESIS
PROTECTED	BUILDING	11.33	9.81	9.05	3.69	2.11
	CONTENTS	12.33	10.58	9.70	5.31	3.82
PARTIALLY PROTECTED	BUILDING	16.62	13.10	11.66	5.62	3.19
	CONTENTS	16.10	12.85	11.63	7.21	5.18
UN- PROTECTED	BUILDING	21.50	16.84	14.51	7.31	4.13
	CONTENTS	19.95	15.65	13.51	9.01	6.48

### \*BUSINESS PERSONAL PROPERTY CHARGES

PERSONAL PROPERTY LIMITS		RATE GROUPS						
		1	2	3	4	5	6	0
		Rate Groups 1-6 Include Theft; Rate Group 0 Excludes Theft						
1 -	10,000	435	488	571	823	1144	1366	3
10,001 -	20,000	443	495	577	829	1150	1373	11
20,001 -	30,000	449	501	585	836	1158	1379	17
30,001 -	40,000	455	507	592	842	1164	1385	23
40,001 -	50,000	462	513	598	850	1171	1393	30
50,001 -	60,000	468	521	604	856	1177	1399	36
60,001 -	70,000	474	527	610	862	1183	1405	42
70,001 -	80,000	482	534	617	869	1189	1412	50
80,001 -	90,000	488	540	624	875	1197	1418	56
90,001 -	100,000	495	546	631	881	1203	1424	63
100,001 -	110,000	501	552	637	889	1210	1432	69
110,001 -	120,000	507	560	643	895	1216	1438	75
120,001 -	130,000	513	567	649	901	1222	1444	81
130,001 -	140,000	521	573	656	908	1229	1451	89
140,001 -	150,000	527	579	664	914	1236	1457	95
150,001 -	175,000	543	595	679	930	1252	1473	111
175,001 -	200,000	560	612	695	947	1268	1490	128
200,001 -	225,000	576	628	712	962	1285	1506	144
225,001 -	250,000	592	645	728	980	1301	1523	160
250,001 -	275,000	609	660	743	995	1316	1538	175
275,001 -	300,000	624	678	761	1013	1333	1556	192
EACH ADDITIONAL 10,000		6	6	6	6	6	6	6

### \*BUSINESS PERSONAL PROPERTY -- OFF-PREMISES CHARGES

TOTAL LIMIT	RATE GROUPS						
	1	2	3	4	5	6	0
2500	I N C L U D E D						
5,000	277	307	352	488	664	786	42
10,000	355	385	430	567	742	864	121
15,000	440	470	515	653	826	948	207
20,000	518	548	593	731	905	1027	285
25,000	604	632	678	815	991	1111	369

\*This section does not include contractor's equipment, tools and equipment or Installation Floater coverage which is available under Inland Marine Forms.

### MONEY AND SECURITIES

<b>BASE AMOUNT:</b>
Money and Securities <span style="float: right;">435</span>

# UTICA FIRST INSURANCE COMPANY ARTISANS MANUAL

## MASSACHUSETTS

TERRITORY: 050

\$250 DEDUCTIBLE

### BUILDINGS AND \*BUSINESS PERSONAL PROPERTY RATING INFORMATION (RATING INFORMATION PER \$1,000 OF INSURANCE)

PROTECTION	COVERAGE TYPE	MAS/ FRAME	MAS/ JOIST	NON- COMB	MAS N-C	FIRE RESIS
PROTECTED	BUILDING	11.33	9.81	9.05	3.51	2.02
	CONTENTS	12.33	10.58	9.70	4.84	3.47
PARTIALLY PROTECTED	BUILDING	15.37	12.90	11.66	5.12	2.91
	CONTENTS	15.29	12.85	11.63	6.57	4.73
UN- PROTECTED	BUILDING	19.59	15.51	13.88	6.65	3.76
	CONTENTS	18.19	14.96	13.43	8.20	5.88

### \*BUSINESS PERSONAL PROPERTY CHARGES

PERSONAL PROPERTY LIMITS	RATE GROUPS							
	1	2	3	4	5	6	0	
	Rate Groups 1-6 Include Theft; Rate Group 0 Excludes Theft							
1 - 10,000	435	488	571	823	1144	1366	3	
10,001 - 20,000	443	495	577	829	1150	1373	11	
20,001 - 30,000	449	501	585	836	1158	1379	17	
30,001 - 40,000	455	507	592	842	1164	1385	23	
40,001 - 50,000	462	513	598	850	1171	1393	30	
50,001 - 60,000	468	521	604	856	1177	1399	36	
60,001 - 70,000	474	527	610	862	1183	1405	42	
70,001 - 80,000	482	534	617	869	1189	1412	50	
80,001 - 90,000	488	540	624	875	1197	1418	56	
90,001 - 100,000	495	546	631	881	1203	1424	63	
100,001 - 110,000	501	552	637	889	1210	1432	69	
110,001 - 120,000	507	560	643	895	1216	1438	75	
120,001 - 130,000	513	567	649	901	1222	1444	81	
130,001 - 140,000	521	573	656	908	1229	1451	89	
140,001 - 150,000	527	579	664	914	1236	1457	95	
150,001 - 175,000	543	595	679	930	1252	1473	111	
175,001 - 200,000	560	612	695	947	1268	1490	128	
200,001 - 225,000	576	628	712	962	1285	1506	144	
225,001 - 250,000	592	645	728	980	1301	1523	160	
250,001 - 275,000	609	660	743	995	1316	1538	175	
275,001 - 300,000	624	678	761	1013	1333	1556	192	
EACH ADDITIONAL 10,000	6	6	6	6	6	6	6	

### \*BUSINESS PERSONAL PROPERTY -- OFF-PREMISES CHARGES

TOTAL LIMIT	RATE GROUPS							
	1	2	3	4	5	6	0	
2500	I N C L U D E D							
5,000	275	305	351	487	662	783	41	
10,000	351	379	426	562	737	858	116	
15,000	432	460	507	643	818	939	197	
20,000	507	535	581	718	894	1014	272	
25,000	588	617	662	800	975	1096	354	

\*This section does not include contractor's equipment, tools and equipment or Installation Floater coverage which is available under Inland Marine Forms.

### MONEY AND SECURITIES

<b>BASE AMOUNT:</b>
Money and Securities <span style="float: right;">435</span>

# UTICA FIRST INSURANCE COMPANY ARTISANS MANUAL

## MASSACHUSETTS

RULE 3 -- POLICYWRITING INSTRUCTIONS	FACTOR
3.15.1 Tenant Relocation Expense Coverage	\$ 7.05 Per unit

RULE 5 -- PREMIUM MODIFICATIONS

5.1 Protective Devices Or Services	
Burglary Protection	
Watchman-signals to central station or police station	.75
Watchman-other	.95
Burglar Alarm System - signals to central station	.80
Burglar Alarm System - other	.95
Sprinklered Properties	
Frame	.40
Joisted Masonry	.40
Non-Combustible	.55
Masonry Non-Combustible	.65
Fire Resistive	.65

RULE 6 -- DEDUCTIBLES

Table 1 - Liability Deductibles

Deductible	
\$250	.98
500	.85
1,000	.77

Table 2 - Property Deductibles

Deductible	
\$250	1.00
500	.95
1,000	.91
3,000	.84
5,000	.80
10,000	.78

8.2 Automatic Increase - Coverages A and/or B





# UTICA FIRST INSURANCE COMPANY ARTISANS MANUAL

## MASSACHUSETTS

8.8	Employee Dishonesty			Limit	
		\$5,000	\$10,000	\$25,000	\$50,000
	Up to 5 employees	\$77.00	\$103.00	\$159.00	\$229.00
	Each add'l employee	9.00	10.00	17.00	24.00
	Additional Location Charge - NO CHARGE				
8.9	Money and Securities				
	Limits				Factor
	\$1,000 on \$0 off				.97
	\$1,000 of \$1,000 off				1.10
	\$1,500 on \$0 off				1.11
	\$1,500 on \$1,500 off				1.25
	\$2,000 on \$0 off				1.25
	\$2,000 on \$2,000 off				1.41
	\$2,500 on \$0 off				1.38
	\$2,500 on \$2,500 off				1.57
	\$5,000 on \$0 off				1.73
	\$5,000 on \$2,000 off				1.84
	\$5,000 on \$5,000 off				1.96
	\$10,000 on \$0 off				3.46
	\$10,000 on \$2,000 off				3.57
	\$10,000 on \$5,000 off				3.69
8.11	Accounts Receivable				.30
8.12	Valuable Papers and Records				.70

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8.13	COMPUTERS - HARDWARE AND SOFTWARE \$5.00 PER \$1,000 OF INSURANCE	
8.14	OUTDOOR SIGNS	16.00 PER \$1,000 OF INSURANCE
8.15	GLASS	FACTOR
	EXTERIOR - SECOND FLOOR AND BELOW	1.00
	EXTERIOR - ABOVE SECOND FLOOR	.50
	INTERIOR	.33
	TERRITORY	
	010,030	\$ 1.21 PER SQUARE FOOT
	020,040,050	1.30 PER SQUARE FOOT
8.16	EARTHQUAKE	
	EARTHQUAKE CLASSIFICATION	BUILDING STRUCTURE
		BUSINESS PERSONAL PROPERTY
	ZONE 1	
	1C, 2A	\$ 0.014
	1D, 2B	0.055
	3A, 4A, 5A	0.174
	4D, 5AA	0.203
	4B	0.214
	4C	0.377
	3B	0.398
	5B	0.415
	5C, 5D	0.581
		\$ 0.086
		0.086
		0.086
		0.086
		0.086
		0.172
		0.172
		0.172
		0.344

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8.16 EARTHQUAKE (CONT'D)

MASONRY VENEER

% OF MASONRY VENEER	FACTOR
10% - 25%	1.75
25% - 50%	2.50
OVER 50%	4.00

GROUND STABILITY 1.25

ROOF TANKS 1.25

8.16.3 DEDUCTIBLE

FOR EARTHQUAKE CONSTRUCTION  
CLASSIFICATIONS 1C, 1D, 2A, 2B, 3A, 3B, 4A, 4B, AND 5A:

% DEDUCTIBLE	FACTOR
5%	1.00
EACH ADDITIONAL 1% SUBTRACT FROM ABOVE	.02

FOR EARTHQUAKE CONSTRUCTION  
CLASSIFICATIONS 4C, 4D, 5AA, 5B, 5C, AND 5D:

% DEDUCTIBLE	FACTOR
10%	1.00
EACH ADDITIONAL 1% SUBTRACT FROM ABOVE	.01

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8.17 Installation Floater Coverage

Charge Of \$1.00 Per \$100 Of Insurance  
Subject To A \$150.00 Minimum Premium  
Subject To A \$500 Deductible  
Actual Cash Value Coverage Only - Replacement Cost Covg Not Available

8.18 Contractors Equipment

Blanket Limit Coverage:

Charge Of \$200.00 For \$10,000 Of Insurance  
Subject To A \$500 Deductible  
Actual Cash Value Coverage Only - Replacement Cost Covg Not Available

Scheduled Equipment Coverage:

Charge Of \$1.00 Per \$100 Of Insurance  
Subject To A \$150.00 Minimum Premium  
Subject To A \$500 Deductible  
Actual Cash Value Coverage Only - Replacement Cost Covg Not Available

8.19 Contractors Tools

Charge Of \$150.00 For First \$2,500 Of Insurance  
Charge Of \$0.80 Per \$100 Of Insurance Above \$2,500  
Subject To A \$150.00 Minimum Premium  
Subject To A \$500 Deductible  
Actual Cash Value Coverage Only - Replacement Cost Covg Not Available

8.20 Toolbox Endorsement

Cost for this coverage is \$200.

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9.1 Higher Limits

9.1.2 Higher Aggregate Limit

General Aggregate -- Aggregate/Occurrence Multiple	Factor
3	1.010
4	1.020
5	1.030
6,7	1.035
8,9	1.040
10	1.050

Products/Complete Work Hazard Aggregate --  
Aggregate/Occurrence Multiple

3	1.010
4	1.020
5	1.030
6,7	1.035
8,9	1.040
10	1.050

9.1.3 Higher Fire Legal Liability Limit

Coverage O Limit	Charge
\$100,000	\$40.00
250,000	\$150.00
500,000	\$300.00

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9.2 Additional Insureds

9.2.0	Blanket Additional Insureds	\$50.00	per policy
9.2.1	Lessors	\$9.00	per additional insured, per location
9.2.8	Lessor of Leased Equipment	26.00	per additional insured
9.2.9	Grantor of Franchise	17.00	per additional insured

Factor

9.2.10	Owners, Lessees, or Contractors		.05
--------	---------------------------------	--	-----

9.3 Care, Custody, or Control

Limits

\$1,000	\$25
2,000	\$88
3,000	\$128
4,000	\$160
5,000	\$192
10,000	\$320

9.5 Non-owned/Hired Automobile Coverage - **Not Available**

		Limit (000,s)		
		\$300	\$500	\$1,000
<b>Not Available</b>				
Hired Auto Liability	\$--	\$--	\$--	
Non-owned Auto Liability	\$--	\$--	\$--	

9.7 Employee Benefits Liability Coverage - **Not Available**

Limits

Each Claim/Aggregate

\$25,000/	\$25,000	per policy
50,000/	50,000	per policy
100,000/	100,000	per policy
300,000/	300,000	per policy
500,000/	500,000	per policy
1,000,000/	1,000,000	per policy

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		Factor
9.8	Personal and Advertising Injury Exclusion	.95
9.9	Contractual Liability Coverage Limitation	.95
9.14	Aggregate Limits of Insurance - Per Project	<b>Not Available</b>
9.17	Voluntary Property Damage Coverage - <b>Not Available</b>	
	Each Occurrence/Aggregate	
	\$1,000/\$5,000	-- per policy
9.18	Employment Related Practices Liability Coverage	
	<b>Not Available</b>	

Limit Of Insurance  
(Per Claim And Aggregate; ,000's omitted)

	\$25	\$50	\$100	\$300	\$500	\$1,000
--	------	------	-------	-------	-------	---------

### Service Risks (Class Table Code S)

Full-Time						
Per Employee Charge	\$--	\$--	\$--	\$--	\$--	\$--
Part-Time						
Per Employee Charge	\$--	\$--	\$--	\$--	\$--	\$--

### Construction Risks (Class Table Code C)

Full-Time						
Per Employee Charge	\$--	\$--	\$--	\$--	\$--	\$--
Part-Time						
Per Employee Charge	\$--	\$--	\$--	\$--	\$--	\$--

### CLAIMS MADE TABLE

Years In Program	Factor
1 Year	.84
2 Years	.92
3 Years	.97
4 Years	.99
5 Years	1.00



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9.18 Employment Related Practices Liability Coverage (Cont'd)  
**Not Available**

### DEDUCTIBLE TABLE FACTORS

Deductible	Limit Of Insurance (,000's omitted)					
	\$25	\$50	\$100	\$300	\$500	\$1,000
\$ 2,500	1.000	1.000	1.000	1.000	1.000	1.000
5,000	0.927	0.939	0.950	0.961	0.965	0.968
10,000	---	0.818	0.850	0.882	0.896	0.905
15,000	---	0.757	0.800	0.843	0.861	0.873
20,000	---	0.696	0.750	0.804	0.826	0.841
25,000	---	0.635	0.700	0.765	0.791	0.810

### COVERAGE OPTIONS TABLE

Option:

Additional Insureds	Factor
Newly Acquired Organizations	1.05
All Employees	1.10
Supervisory Employees	1.05
Controlling Interests	1.05
Designated Person or Organization	1.05

Extended Reporting Period

200% of Employment Related Practices Basic Premium

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**TERRORISM LOSSES -- RULES**

These pages provide rules addressing coverage and exclusions for loss arising from acts of terrorists.

**RULE 1 -- INTRODUCTION**

This Supplement provides information about the endorsements and rating information available to address loss resulting from terrorism.

**1.1 Terrorism Risk Insurance Program**

The federal government established the Terrorism Risk Insurance Program (TRIP or the Program) by the Terrorism Risk Insurance Act of 2002. Subject to certain changes, TRIP was extended by the Terrorism Risk Insurance Extension Act of 2005 (TRIEA), and again by the Terrorism Risk Insurance Program Reauthorization Act of 2007 (TRIPRA).

Companies writing commercial property and casualty insurance must make coverage for certified terrorism loss available to policyholders for those lines of insurance that are included under the Program. The federal government will reimburse companies that comply with the requirements of the federal terrorism law for a percentage of loss that is attributed to certified acts of terrorism, after the application of statutorily defined deductibles. The maximum annual limit of liability for insured losses in any one Program Year is \$100 billion, until such time as Congress makes other provisions for such losses. No insurer that has met its obligations under the Program will be liable for payment of any portion of loss resulting from a certified act of terrorism that exceeds the \$100 billion annual aggregate.

**1.2 Important Terms And Loss Criteria**

**1.2.1 Certified Acts Of Terrorism**

The terrorism endorsements filed for use with policies that remain subject to TRIP under TRIPRA include the following important terms and loss criteria.

**Certified Act Of Terrorism**

A certified act of terrorism is an act of terrorism that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:

1. to be an act of terrorism;
2. to be a violent act or an act that is dangerous to human life, property, or infrastructure;

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3. to have resulted in damage:
  - a. within the United States; or
  - b. to an air carrier (as defined in section 40102 of title 49, United States Code); to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or at the premises of any United States mission; and
4. to have been committed by an individual or individuals, as a part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion; and
5. to have resulted in insured losses in excess of five million dollars in the aggregate, attributable to all types insurance subject to the Terrorism Risk Insurance Act, as amended.

**Certified Terrorism Loss**

A certified terrorism loss is loss that results from a certified act of terrorism.

**1.2.2 Terrorism**

The following important terms and loss criteria are included in the optional terrorism exclusion endorsements filed for use with policies that will be in effect and/or that become effective after TRIP ceases to be in effect or otherwise ceases to apply.

Terrorism is defined as activities against persons, organizations, or property of any nature:

1. that involve the following or preparation for the following:
  - a. use or threat of force or violence; or
  - b. commission or threat of a dangerous act; or
  - c. commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

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2. when one or both of the following applies:
  - a. the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
  - b. it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social, or economic objectives, or to express (or express opposition to) a philosophy or ideology.

There is no coverage for loss or damage caused directly or indirectly by terrorism, including action in hindering or defending against an actual or expected incident of terrorism, provided that, for the type of coverage being provided and the type of exclusion attached, one or more of the criteria shown below are attributed to the incident of terrorism.

1. Liability Coverages

- a. Exclusion pertaining only to loss resulting from nuclear, biological, or chemical events
  - 1) The terrorism is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation, or radioactive contamination;
  - 2) radioactive material is released, and it appears that one purpose of the terrorism was to release such materials;
  - 3) the terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
  - 4) pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.
- b. Exclusion pertaining to loss resulting from nuclear, biological, or chemical events and other events
  - 1) The loss meets one or more of the criteria shown above for loss resulting from nuclear, biological, or chemical events;
  - 2) the total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico, and Canada and business interruption loss exceeds \$25,000,000; or
  - 3) 50 or more persons sustain death or serious physical injury.

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2. Property Coverages (if applicable under an Artisans policy)
  - a. Exclusion pertaining only to loss resulting from nuclear, biological, or chemical events
    - 1) The terrorism is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation, or radioactive contamination;
    - 2) radioactive material is released, and it appears that one purpose of the terrorism was to release such materials;
    - 3) the terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
    - 4) pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.
  - b. Exclusion pertaining to loss resulting from nuclear, biological, or chemical events and other events
    - 1) The loss meets one or more of the criteria shown above for loss resulting from nuclear, biological, or chemical events; or
    - 2) the total of insured damage to all types of property in the United States, its territories and possessions, Puerto Rico, and Canada and business interruption loss exceeds \$25,000,000.

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**RULE 2 -- POLICIES IN EFFECT PRIOR TO THE TERMINATION  
OF TRIP**

In accordance with TRIPRA, companies providing insurance under the AAIS Artisans Program must make available coverage for certified terrorism loss while TRIP remains in effect. The mandatory offer of coverage is required at the time of offer, purchase, and renewal of the policy.

Policyholder Disclosure CL 1045 includes the terms needed to fulfill the mandatory offer requirement. The CL 1045 requires the insured's or applicant's signature to acknowledge being informed of the offer of coverage for loss resulting from certified acts of terrorism and to acknowledge being informed of the portion of the annual premium that is attributable to coverage for certified acts of terrorism. The CL 1045 also discloses the \$100 billion cap on annual aggregate losses.

The following rules address the use of the endorsements that address certified acts of terrorism.

**2.1 Coverage For Certified Terrorism Loss Capped**

When the insured accepts the offer of coverage for loss resulting from certified acts of terrorism, coverage for such loss can be capped at \$100 billion annually, which is the maximum annual aggregate limit of liability set forth by TRIPRA.

Attach endorsement AP 0700.

See Rule 4, Rule 6, and the Loss Cost Rating Information section of this Supplement for instructions regarding premium determination. See Rule 2.4 regarding the separate line item premium and coverage disclosure requirements for certified terrorism loss.

**2.2 Coverage For Certified Terrorism Loss Excluded**

Coverage for loss resulting from certified acts of terrorism can be excluded when the insured rejects the offer of coverage for such loss. However, the requirements of the Standard Fire Policy do not permit policyholders to reject coverage for certified terrorism loss resulting from fire. When the Artisans policy is issued to cover a building and/or business personal property, the exclusion for loss resulting from certified acts of terrorism makes an exception for loss or damage caused by fire resulting from a certified act of terrorism. That exception applies only to direct loss or damage by fire to covered property and does not apply to other loss, such as business interruption loss.

Attach endorsement AP 0720.

See Rule 4 and Rule 6 of this Supplement regarding premium determination and rating procedures for 'fire following' certified terrorism losses. See Rule 2.4 regarding the separate line item premium and coverage disclosure requirements for 'fire following' certified terrorism loss.

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**2.3 Additional Options For Policies That Will Be In Effect Beyond Scheduled Expiration Of TRIP**

This rule sets forth additional options for policies that are in effect during the time that federal compensation for losses arising out of certain acts of terrorism is available under TRIP and that will continue to be in effect beyond TRIP's scheduled expiration date. (TRIP is scheduled to expire at midnight on December 31, 2014 unless extended.)

The options described under this rule also apply to policies that will take effect on or after the date that TRIP is scheduled to cease if the status of TRIP is unknown at the time of policy issue.

Upon TRIP's expiration, federal compensation for certified terrorism loss will no longer be available. For those policies that are written prior to TRIP's expiration date and that remain in effect after its expiration date, this unavailability of federal compensation will occur mid-term.

At the option of the company, a commercial lines property and/or casualty policy can be endorsed to include a conditional terrorism exclusion that applies to terrorism loss in the event of:

- TRIP's expiration, either in its entirety or with respect to the type of insurance being provided; or
- TRIP's renewal, extension, or replacement without a requirement that terrorism coverage be made available under the Artisans Program and with changes that redefine terrorism, increase the company's financial exposure under TRIP, or impose requirements on insurance coverage for terrorism that differ from the terms that otherwise govern coverage.

The exclusion added by the conditional terrorism exclusion endorsement does not become effective unless one or more of the conditions described above occurs. However, if either of the conditions described above occurs prior to the effective date of a policy, the terrorism exclusion set forth by the endorsement will apply as of the effective date of that policy period.

If the exclusion added by the conditional terrorism exclusion endorsement becomes effective, it supersedes any other endorsements addressing certified terrorism loss and/or non-certified terrorism loss that otherwise might apply.

Such terrorism exclusions can be limited to nuclear, biological, or chemical events, or can apply to those events as well as to other events that meet certain specified thresholds, as explained under Rule 1.2.2 of this Supplement.



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Attach endorsement AP 1760 to conditionally exclude terrorism loss that is caused only by nuclear, biological, chemical, or radiological means.

Attach endorsement AP 1740 to conditionally exclude terrorism loss that is caused by nuclear, biological, chemical, or radiological means or other means.

When the Artisans policy is issued to cover a building and/or business personal property, the conditional terrorism exclusion that applies to property coverage makes an exception for loss or damage caused by fire resulting from a terrorist act. That exception applies only to direct loss or damage by fire to covered property and does not apply to other loss, such as business interruption loss.

See Rule 4, Rule 6, and the Loss Cost Rating Information section of this Supplement for instructions regarding premium determination. See Rule 2.4 regarding the separate line item premium and coverage disclosure requirements for certified terrorism loss.

### **2.4 Premium And Coverage Disclosure Requirements**

When coverage is provided for certified terrorism loss, the premium charged for the portion of coverage the company retains and the federal share of compensation for insured losses must be disclosed as a separate line item of the policy. When an Artisans policy is issued to include property coverage, the disclosure requirements also apply with respect to the fire-following certified terrorism loss that cannot be excluded when coverage for certified terrorism loss is otherwise excluded in this state.

Endorsements CL 0605 and CL 1605 can be used for this purpose, or disclosure can be made on the declarations page of the policy or elsewhere within the policy itself. Endorsement CL 0605 can be used when TRIP is not scheduled to terminate while the policy is in force. Endorsement CL 1605 can be used when TRIP is scheduled to terminate while the policy is in force.

Endorsement CL 0605 also discloses the \$100 billion cap on loss resulting from certified acts of terrorism in a single Program Year and indicates that, if certified terrorism losses exceed \$100 billion dollars in a Program Year, losses up to \$100 billion dollars are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

If endorsement CL 0605 or CL 1605 is used to satisfy the separate line item disclosure requirement, make an entry on the endorsement schedule to indicate the premium charged for loss resulting from certified acts of terrorism.

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When the Artisans policy is issued to include property coverage, and the premium being disclosed applies only to coverage for fire-following certified terrorism loss, make an entry in the Additional Information section of the schedule to indicate that the premium shown for certified terrorism loss applies only to direct loss or damage by fire to covered property.

When endorsement CL 1605 is used, also make endorsement schedule entries to indicate the termination date of the coverage for certified terrorism loss and the share of terrorism loss paid by the United States during each Program Year. When a Conditional Terrorism Exclusion endorsement is not attached to the policy, make entries in both items A. and B. of the endorsement CL 1605's schedule.

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**RULE 3 -- POLICIES THAT TAKE EFFECT ON OR AFTER THE  
EXPIRATION DATE OF TRIP OR THE DATE TRIP IS  
EXTENDED WITH CHANGES**

This rule provides options for policies that take effect on or after the date that:

1. the Program ceases to be in effect; or
2. an extension of the Program takes effect, but only if the Program is extended without a requirement that coverage for certified terrorism loss be made available and with changes that redefine terrorism, increase the company's financial exposure under the Program, or impose requirements on insurance coverage for terrorism that differ from the terms that otherwise govern coverage.

**3.1 Coverage For Terrorism Excluded**

At the option of the company, a policy issued under the Artisans Program can be endorsed to exclude coverage for terrorism loss. The exclusion can be limited to nuclear, biological, chemical, or radiological events, or it can apply to those events as well as to others meeting certain specified thresholds, as explained under Rule 1.2.2 of this Supplement.

However, the terrorism property exclusions make an exception for loss or damage caused by fire resulting from a terrorist act. When the Artisans policy is issued to cover a building and/or business personal property, that exception applies only to direct loss or damage by fire to covered property and does not apply to other loss, such as business interruption loss.

Attach endorsement AP 2760 to exclude terrorism loss that is caused only by nuclear, biological, chemical, or radiological means.

Attach endorsement AP 2740 to exclude terrorism loss that is caused by nuclear, biological, chemical, or radiological means or other means.

See Rule 4, Rule 6, and the Loss Cost Rating Information section of this Supplement for instructions regarding premium determination for fire-following loss when coverage for loss resulting from terrorism is otherwise excluded.

**3.2 Coverage For Terrorism Not Excluded**

When coverage for terrorism loss is not excluded, determine the premium for terrorism coverage using the rating information for terrorism coverage in Rule 6 and the Loss Cost Rating Information section of this Supplement.

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### RULE 4 -- PREMIUM DETERMINATION

Rule 6 and the Loss Cost Rating Information section of this Supplement address two terrorism loss exposures: Certified Terrorism Loss and Terrorism Loss After TRIP Terminates. For Artisans policies that include property coverage, Rule 6 includes factors that are used in determining the property premium for fire-following terrorism loss that cannot be excluded when coverage for loss resulting from terrorism is otherwise excluded in this state. Rule 4.1 provides more information regarding the applicability of the rating information for each terrorism loss exposure.

The steps used to determine the property and liability premium for terrorism coverage are provided under Rule 6 of this Supplement. The additional procedures set forth under Rule 4.2 and Rule 4.3 apply only when TRIP is scheduled to terminate with respect to the Artisans Program while the policy is in force.

#### 4.1 Rating Information For Terrorism Exposures

This Supplement provides rating information for the following terrorism exposures. The property rating information applies when the Artisans policy is issued to cover a building and/or business personal property.

- a. **Certified Terrorism Loss** -- For policies in effect prior to TRIP's termination, rating information for this exposure applies when the policy is not endorsed to exclude coverage for certified terrorism loss. Property rating information for this exposure also applies when the policy is endorsed to exclude coverage for certified terrorism loss. Use the rating information developed for the fire-following certified terrorism loss exposure.
- b. **Terrorism Loss After TRIP Terminates** -- For policies in effect prior to TRIP's termination and that will continue to be in effect beyond TRIP's scheduled expiration date, rating information for this exposure applies when a conditional terrorism exclusion endorsement is not attached to the policy or when the policy is endorsed to include a conditional terrorism exclusion that applies to terrorism loss attributed only to nuclear, biological, chemical, or radiological means.

For policies that take effect on or after TRIP's expiration date or the date TRIP is extended with changes, rating information for this exposure applies when a post-TRIP terrorism exclusion endorsement is not attached to the policy or when the policy is endorsed to include a post-TRIP terrorism exclusion that applies to terrorism loss attributed only to nuclear, biological, chemical, or radiological means.

Property rating information for this exposure also applies when the policy is endorsed to include a conditional or post-TRIP terrorism exclusion that is attributed to nuclear, biological, chemical, or radiological means and to other means of terrorism. Use the rating information developed for the fire-following terrorism loss exposure pertaining to terrorism loss after TRIP terminates.

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### 4.2 Additional Premium Determination Procedures - TRIP Status Known At Time Of Premium Determination

When TRIP is scheduled to terminate while the policy is in force and TRIP's termination status is known at the time of premium determination, prorate the rating information shown in this Supplement for each applicable terrorism exposure listed under Rule 4.1, based upon the proportion of time that the policy will be in effect prior to and after TRIP's termination date.

### 4.3 Additional Premium Determination Procedures - TRIP Status Unknown At Time Of Premium Determination

When TRIP is scheduled to terminate while the policy is in force but TRIP's termination status has not been finalized at the time of premium determination, a company may choose to use the procedure described under either item a. or item b. below. Any additional or return terrorism premium calculated according to the following procedures can be waived when the company has a waiver of premium rule on file with the insurance department and the amount of the additional or return premium meets the threshold specified in the rule.

- a. Prorate the rating information shown in this Supplement for each applicable terrorism exposure listed under Rule 4.1, based upon the proportion of time that the policy will be in effect prior to and after TRIP's termination date. If TRIP is extended, re-determine the terrorism premium and, if applicable, charge an additional premium or refund the excess premium.
- b. Determine the terrorism premium for the entire policy term using the rating information shown in this Supplement for each applicable terrorism exposure listed under Rule 4.1.

If TRIP terminates with respect to the Artisans Program or is renewed, extended, or replaced without a requirement that terrorism coverage be made available for policies issued under the Artisans Program, re-determine the terrorism premium by prorating the rating information shown in this Supplement for each applicable terrorism exposure listed under Rule 4.1, based on the proportion of time that the policy will be in effect prior to and after the date of TRIP's change in status. If applicable, charge an additional premium or refund the excess premium.

If TRIP is extended with changes and the requirement that terrorism coverage be made available for policies issued under the Artisans Program remains in effect, re-determine the terrorism premium, and if applicable, charge an additional premium or refund the excess premium.

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**MASSACHUSETTS**

**RULE 5 -- INTERSTATE ACCOUNTS**

The manual rule specifying that policies covering insureds located in more than one state may be written subject to the rules, forms, and endorsements for the state with either the largest operations or where the insured's headquarters are located does not apply with respect to terrorism loss. When a policy covers insureds located in more than one state or jurisdiction, exclusions and/or coverage for terrorism loss for each location must be written in accordance with the forms, rules, and rating information applicable in that state or jurisdiction.

When a policy covers insureds located in more than one state or jurisdiction and more than one endorsement must be attached, make an entry on the declarations to indicate the location(s) to which each endorsement applies.

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**RULE 6 -- RATING PROCEDURES**

Refer to Rule 4 of this Supplement for additional premium determination procedures that apply to policies that will be in effect when TRIP is scheduled to terminate.

**Liability and Property** -- Multiply the Artisans policy premium charged for loss that does not result from terrorism by the factors shown below for the applicable terrorism exposure (certified and/or post TRIP):

**Certified Terrorism Loss**

The following factor applies when the insured accepts the offer of coverage for certified terrorism loss:

.0225

**Terrorism Loss After TRIP Terminates**

1. The following factor applies when the policy is not endorsed to exclude coverage for loss resulting from terrorism after TRIP terminates or is no longer applicable to this line of insurance:

.0225

2. The following factor applies when the policy is endorsed to exclude coverage for terrorism loss attributed only to nuclear, biological, chemical, or radiological means once TRIP terminates or is no longer applicable to this line of insurance:

.0131

**Total Terrorism Premium --**

**Step 1** Add the uncapped premium charges for terrorism property and liability coverage, as determined above. The result is the total uncapped premium charge for terrorism loss.

**Step 2** If the total uncapped premium charge for terrorism loss does not exceed 25% of the total Artisans premium charged for loss that does not result from terrorism, the result of Step 1 is the total premium charge for terrorism loss.

**Step 3** When the total uncapped premium charge for terrorism loss exceeds 25% of the total Artisans premium charged for loss that does not result from terrorism, the total premium charge for terrorism loss is capped at 25% of the Artisans premium charged for loss that does not result from terrorism.

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**FUNGUS AND RELATED PERILS LIMITATION  
PROPERTY COVERAGES**

With respect to loss caused by fungus, wet and dry rot, bacteria, and other related perils, coverage for damage to property that is subject to the terms of form AP-100 can be limited to no more than \$15,000 per policy.

When coverage for loss caused by fungus and related perils is limited to \$15,000 on an annual aggregate basis, loss caused by fungus or related perils is otherwise excluded with respect to property covered under the terms of the AP-100. However, the fungus or related perils exclusion does not apply to loss that results from fire or lightning or to the coverage provided for collapse caused by hidden decay. A limited number of other exceptions also apply.

When coverage for loss caused by fungus and related perils is limited as described above, and the policy includes Coverage C -- Loss of Income, Coverage C is extended for an additional period of 30 days to cover loss arising out of fungus and related perils. The 30 days need not be consecutive.

Attach endorsement AP 0360. No premium adjustment applies.



## UTICA FIRST INSURANCE COMPANY ARTISANS MANUAL

### MASSACHUSETTS LISTING OF FORMS AND ENDORSEMENTS REV 2011

The forms and endorsements approved for use under this program may vary from state to state. This listing identifies the editions of forms and endorsements that apply in this state. An "x", if shown below, identifies an item that does not apply in most other states. Check the state-specific listing to determine the forms and endorsements approved for use in another state.

#### FORMS

##### NumberEdition

AP-100	2.0	Contractors Special Policy
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#### MANDATORY ENDORSEMENTS

##### NumberEdition

AP 0225	10 05	Asbestos Exclusion
AP 0230	10 05	Silica Exclusion
AP 0233	01 08	Exclusion -- War And Military Action
AP 0365	10 06	Virus Or Bacteria Exclusion
AP 0432	12 03	x Amendatory Endorsement – Massachusetts
AP 0643	12 99	Known Injury or Damage Amendments
AP 0689	06 02	Exclusion -- Wet Rot, Dry Rot, Bacteria, Fungi, or Protists – Contracting Operations
AP 0851	09 09	Other Insurance Amendment
AP 0852	09 09	Information Distribution Violations Exclusion
AP 0853	09 09	Communicable Disease Exclusion
GL-212	2.0	Exclusion - Explosion, Collapse, Underground Property Damage Hazard
GL-890	2.0	Lead Liability Exclusion
GL-894	2.0	Punitive Damages Exclusion
GL-895	2.0	Employee Redefined
UFR-1	7-11	Roofing Operation Specific Exclusion Endorsement
XSP-1	12/96	Commercial Spray Painting Exclusion
XNTROS	1.1	Exclusion of Injury to Employees, Contractors, and Employees of Contractors

#### CONDITIONAL ENDORSEMENTS - SEE RULES

##### NumberEdition

CL 0460	03 05	x Tenant Relocation Expense Endorsement
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#### OTHER ENDORSEMENTS

##### NumberEdition

AP-222	2.0	Property Damage Liability Deductible
AP 0226	10 05	Additional Insured - Engineers, Architects, or Surveyors
AP 0232	10 05	Additional Insured - Lessor of Premises
AP 0236	10 05	Additional Insured - Lessor of Leased Equipment
AP 0301	10 05	Additional Insured - Designated Person or Organization
AP 0303	10 05	Amendment of Contractual Liability Coverage
AP-304	2.0	Money and Securities Coverage
AP-305	1.0	Glass Coverage
AP-307	1.0	Outdoor Sign Coverage
AP-308	2.0	Employee Dishonesty Coverage
AP 0309	07 03	Artisans Property Additional Coverage Endorsement – 1
AP-310	1.0	Artisans Property Additional Coverage Endorsement - 2
AP-311	1.0	Artisans Property Additional Coverage Endorsement - 3
AP-312	1.0	Schedule of Artisans Property Additional Coverages

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## MASSACHUSETTS

<u>Number</u>	<u>Edition</u>	
AP 0337	10 05	Additional Insured -- Owners, Lessees, or Contractors – Automatic Status
AP 0338	10 05	Additional Insured -- Owners, Lessees, or Contractors – Designated Person or Organization
AP 0339	10 05	Additional Insured - Engineers, Architects, or Surveyors Not Engaged By You
AP 0340	10 05	Additional Insured - Lessor of Leased Equipment – Automatic Status
AP 0341	10 05	Additional Insured - Owners, Lessees, or Contractors – Completed Work
AP 0342	10 05	Additional Insured - State or Political Subdivisions – Permits
AP-346	1.0	Change Endorsement
AP-496	1.0	Calendar Date or Time Failure Exclusion
AP 0611	01 99	Loss of Income Coverage 72-hour Waiting Period – Property Coverages
AP 0621	04 00	Employment Related Practices Liability Coverage - Claims Made Basis
AP 0644	04 00	Employment Related Practices Liability Coverage – Extended Reporting Period
AP 0658	04 00	Voluntary Property Damage Coverage
AP 0659	04 00	Contractors' Equipment
AP 0660	04 00	Contractors' Equipment Schedule
AP 0661	04 00	Contractors' Tools
AP 0662	04 00	Installation Floater
AP 0688	06 02	Exclusion -- Wet Rot, Dry Rot, Bacteria, Fungi, or Protists
AP 0690	06 02	Exclusion -- Exterior Insulation and Finish Systems
AP 0691	06 02	Limited Coverage For Loss By Wet Rot, Dry Rot, Bacteria, Fungi, or Protists
AP 0692	06 02	Exclusion -- Damage To Work Performed By You or On Your Behalf
AP 0693	06 02	Exclusion -- Damage To Work Performed By You or On Your Behalf – Designated Locations or Projects
AP 0700	01 08	Certified Terrorism Loss
AP 0720	01 08	Certified Act Of Terrorism Exclusion (With Limited Exception)
AP 0838	01 05	Auto and Mobile Equipment Amendments
AP 1740	06 06	Conditional Terrorism Exclusions (With Limited Exception)
AP 1760	06 06	Conditional Nuclear, Biological, And Chemical Terrorism Exclusions (With Limited Exception)
AP 2740	06 04	Terrorism Exclusions (With Limited Exception)
AP 2760	06 04	Nuclear, Biological, and Chemical Terrorism Exclusions (With Limited Exception)
BP-305	1.0	Additional Insured - Lessor of Leased Equipment
BP-307	1.0	Additional Insured - Owner or Lessor of Leased Land
BP-309	1.0	Liability Coverage - Designated Premises or Project
BP-320	1.0	Accounts Receivable Coverage
BP-321	2.0	Ordinance Or Law Extension
BP-322	1.0	Computer Coverage
BP-328	1.0	Valuable Papers and Records Coverage
BP-330	1.0	Water Damage Coverage - Back Up of Sewers and Drains
BP-331	1.0	Protective Devices
BP-332	1.0	Earthquake Coverage
BP-333	2.0	Non-Owned Auto Liability Coverage/Hired Auto Liability Coverage
BP-336	1.0	Premium Payments
BP-348	1.0	Theft Exclusion
BP-350	1.0	Condominium Unit-Owners Coverage
BP-499	1.0	Additional Insured - Grantor of Franchise
BP-605	1.0	Expanded Non-Owned Auto Liability Coverage/Hired Auto Liability Coverage

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## MASSACHUSETTS

<u>Number</u>	<u>Edition</u>	
CL 0605	01 08	Certified Terrorism Loss Disclosure Of Premium And Federal Share Of Insured Losses
CL 1605	06 06	Certified Terrorism Loss Disclosure Of Premium And Federal Share Of Insured Losses
CP-132	2.0	Loss Payable Options
CP-162	2.0	Resident Agent Countersignature
GL-108	1.0	Additional Insureds
GL-111	1.0	Additional Insured (State or Political Subdivisions – Premises Permits)
GL-113	2.0	Additional Insured - Owners, Lessees, or Contractors
GL-117	2.0	Additional Insured - Engineers, Architects, or Surveyors
GL-142	1.0	Amendment - Aggregate Limits of Insurance (Per Project)
GL-210	2.0	Liability Exclusion
GL-242	2.0	Supplemental Liability Coverage - Care, Custody, or Control Exception
GL-841	2.0	Additional Insured - Designated Party
GL-842	2.0	Additional Insured - Lessors
GL-891	2.0	Pesticide or Herbicide Applicator Coverage
GL-892	3.0	Coverage E - Employee Benefits Liability Coverage
GL-893	2.0	Employee Benefits Liability Coverage - Supplemental Extended Reporting Period
GL-899	2.0	Cross Liability Exclusion
GL-903	2.0	Contractual Liability Coverage Limitation (Incidental Contractual Liability)
GL-905	2.0	Exclusion - Coverage P - Personal and Advertising Injury Liability
GL-918	1.0	Employee Benefits Liability Coverage - Calendar Date or Time Failure Exclusion
BAI-1	1.0	Blanket Additional Insured Form
TLBX	1.0	Toolbox Endorsement

### NOTICES AND OTHER ITEMS

<u>Number</u>	<u>Edition</u>	
AP 0617	12 98 x	Notice - Calendar Date or Time Failure Exclusion
CL 1045	01 08	Policyholder Disclosure Notice Of Terrorism Insurance Coverage
PRIV	0401	Utica First Policyholder Privacy Rights

The notice(s) referenced above must be distributed to policyholders and/or applicants. Other notices may be required. Check state Insurance law.