

SERFF Tracking Number: ARKS-125865931 State: Arkansas  
Filing Company: 00006 - INSURANCE SERVICES OFFICE, INC. State Tracking Number: #105092 \$500  
Company Tracking Number: MS-2008-OGCFO  
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package  
Liability  
Product Name: n/a  
Project Name/Number: /

## Filing at a Glance

Company: 00006 - INSURANCE SERVICES OFFICE, INC.

Product Name: n/a SERFF Tr Num: ARKS-125865931 State: Arkansas  
TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability SERFF Status: Closed State Tr Num: #105092 \$500  
Sub-TOI: 05.0003 Commercial Package Co Tr Num: MS-2008-OGCFO State Status: Fees verified and received  
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins  
Author: Disposition Date: 10/28/2008  
Date Submitted: 10/20/2008 Disposition Status: Filed  
Effective Date Requested (New): 08/01/2009 Effective Date (New): 08/01/2009  
Effective Date Requested (Renewal): 08/01/2009 Effective Date (Renewal): 08/01/2009

State Filing Description:

Forms 14

## General Information

Project Name: Status of Filing in Domicile:  
Project Number: Domicile Status Comments:  
Reference Organization: Reference Number:  
Reference Title: Advisory Org. Circular:  
Filing Status Changed: 10/28/2008  
State Status Changed: 10/28/2008 Deemer Date:  
Corresponding Filing Tracking Number:  
Filing Description:

## Company and Contact

SERFF Tracking Number: ARKS-125865931 State: Arkansas  
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TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package  
Liability  
Product Name: n/a  
Project Name/Number: /

### Filing Contact Information

NA NA, NA@NA.com  
NA (123) 555-4567 [Phone]  
NA, AR 00000

### Filing Company Information

00006 - INSURANCE SERVICES OFFICE, CoCode: 6 State of Domicile: Arkansas  
INC.  
No Address Group Code: Company Type:  
City, AR 99999 Group Name: State ID Number:  
(999) 999-9999 ext. [Phone] FEIN Number: 99-9999999  
-----

### Filing Fees

Fee Required? No  
Retaliatory? No  
Fee Explanation:  
Per Company: No

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Liability  
Product Name: n/a  
Project Name/Number: /

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Filed	Llyweyia Rawlins	10/28/2008	10/28/2008

SERFF Tracking Number: ARKS-125865931 State: Arkansas  
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Liability  
Product Name: n/a  
Project Name/Number: /

## Disposition

Disposition Date: 10/28/2008

Effective Date (New): 08/01/2009

Effective Date (Renewal): 08/01/2009

Status: Filed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ARKS-125865931 State: Arkansas  
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Liability  
Product Name: n/a  
Project Name/Number: /

<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Uniform Transmittal Document-Property & Casualty	Filed	Yes
<b>Supporting Document</b>	ARKS-125865931		Yes



SERFF Tracking Number: ARKS-125865931 State: Arkansas  
Filing Company: 00006 - INSURANCE SERVICES OFFICE, INC. State Tracking Number: #105092 \$500  
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Liability  
Product Name: n/a  
Project Name/Number: /

## Supporting Document Schedules

### Review Status:

**Satisfied -Name:** ARKS-125865931

10/28/2008

### Comments:

### Attachments:

ARKS-125865931 1.pdf  
ARKS-125865931 2.pdf  
ARKS-125865931 3.pdf  
ARKS-125865931 4.pdf

ARKS-125865931

LR



2828 E. TRINITY MILLS ROAD SUITE 150 CARROLLTON, TX 75006  
TEL: (214) 390-1825 FAX: (214) 390-1975

October 14, 2008

Honorable Julie Benafield Bowman  
Commissioner of Insurance  
Arkansas Insurance Department  
1200 West Third Street  
Little Rock, Arkansas 72201-1904

# 105092  
500.00

Approved until withdrawn  
or revoked

OCT 28 2008

Arkansas Insurance Department

By: *LK Filed*

Attention: William R. Lacy, Director  
Property and Casualty Division

RE: Insurance Services Office, Inc.  
MS-2008-OGCFO  
Introduction of Market Segments – Golf Courses Program – Forms  
State of Arkansas

Dear Mr. Lacy:

On behalf of those participating insurers that have authorized Insurance Services Office, Inc. to do so, we hereby file the captioned filing.

This filing introduces an advisory insurance program designed to meet the specialized coverage needs of Golf Courses. The Golf Courses program forms, manual rules, and loss costs will reside under Commercial Lines Manual – Division Twelve – Market Segments. ISO's Market Segments Programs are intended to be used in conjunction with other Coverage Parts in the formation of a Commercial Package Policy, subject to the rules of Division Nine – Commercial Multiple Line, Commercial Package Policy Subdivision.

It is proposed that this revision will become effective in accordance with the following rule of application:

These changes are applicable to all policies written on or after August 1, 2009.

Companion filings MS-2008-RGCRU (rules) and MS-2008-RGCLC (loss costs) will be submitted under separate cover.

Please return an acknowledged copy of this cover letter for our records. An addressed, stamped envelope is enclosed for your convenience. We have also included an additional copy of this letter and envelope; we request that you return it now with a "received" stamp to confirm that you have received the filing.

Very truly yours,

*Donald J. Beckel*

Donald J. Beckel, CPCU, ARM  
Assistant Regional Manager  
Government Relations

RECEIVED

OCT 20 2008

PROPERTY AND CASUALTY DIVISION  
ARKANSAS INSURANCE DEPARTMENT

DJB:dlb  
Encl.

8  
1955

**Property & Casualty Transmittal Document**

<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <p><b>Reserved for Insurance Dept. Use Only</b></p> <p style="text-align: center;">Approved until withdrawn or revoked</p> <p style="text-align: center; font-size: 1.2em;">OCT 28 2008</p> <p>Arkansas Insurance Department By: <i>AK-Filed</i></p> </div>	<div style="border: 1px solid black; padding: 5px;"> <p><b>2. Insurance Department Use only</b></p> <p>a. Date the filing is received:</p> <p>b. Analyst:</p> <p>c. Disposition:</p> <p>d. Date of disposition of the filing:</p> <p>e. Effective date of filing:</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; border-bottom: 1px solid black;">New Business</td> <td style="width:50%; border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">Renewal Business</td> <td style="border-bottom: 1px solid black;"></td> </tr> </table> <p>f. State Filing #:</p> <p>g. SERFF Filing #:</p> <p>h. Subject Codes</p> </div>	New Business		Renewal Business	
New Business					
Renewal Business					

<b>3. Group Name</b>	<b>Group NAIC #</b>			
<b>4. Company Name(s)</b>	<b>Domicile</b>	<b>NAIC #</b>	<b>FEIN #</b>	<b>State #</b>
Insurance Services Office, Inc.	DE		13-3131412	

RECEIVED

OCT 20 2008

<b>5. Company Tracking Number</b>	MS-2008-OGCFO	PROPERTY AND CASUALTY DIVISION ARKANSAS INSURANCE DEPARTMENT
-----------------------------------	---------------	---

**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Donald J. Beckel Insurance Services Office, Inc. 2828 E. Trinity Mills Rd., Ste. 150 Carrollton, TX 75006	Asst. Regional Manager	(214) 390-1825 Ext. 224	(214) 390-1975	DBECKEL@iso.com
<b>7. Signature of authorized filer</b>			<i>Donald J. Beckel</i>		
<b>8. Please print name of authorized filer</b>	Donald J. Beckel				

**Filing information** (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>	05.0 - CMP
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	05.0003
<b>11. State Specific Product code(s)</b> (if applicable)[See State Specific Requirements]	
<b>12. Company Program Title</b> (Marketing title)	Market Segments - Golf Courses Program
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
<b>14. Effective Date(s) Requested</b>	New: 08/01/2009    Renewal: 08/01/2009
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16. Reference Organization</b> (if applicable)	Not Applicable
<b>17. Reference Organization # &amp; Title</b>	Not Applicable
<b>18. Company's Date of Filing</b>	10/14/08
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

### Property & Casualty Transmittal Document---

<b>20.</b> This filing transmittal is part of Company Tracking #	MS-2008-OGCFO
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<b>21.</b> Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
--

This filing introduces various endorsements for use with ISO's Market Segments - Golf Courses Program.

<b>22.</b> Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
---

Check #: 105092  
Amount: \$500.00

**Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.**

\*\*\*Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

**FORM FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>		MS-2008-OGCFO		
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)		MS-2008-RGCLC / MS-2008-RGCRU		
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Golf Courses	MS GC 01 08 09	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Golf Courses - Equipment Breakdown Protection Coverage	MS GC 02 08 09	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Golf Courses - Suspension/Reinstatement Of Coverage	MS GC 03 08 09	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Golf Courses - Hired Auto And Non-Owned Auto Liability Insurance	MS GC 04 08 09	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Golf Courses - Loss Or Damage To Guests' Autos (Legal Liability Coverage)	MS GC 05 08 09	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Golf Courses - Loss Or Damage To Guests' Autos (Direct Primary Coverage)	MS GC 06 08 09	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Golf Courses - Service Errors And Omissions Coverage	MS GC 07 08 09	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Golf Courses - Fine Arts Coverage	MS GC 08 08 09	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Golf Courses - Restaurants And Refreshment Stands	MS GC 09 08 09	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Golf Courses - Pesticide Or Herbicide Applicator Coverage	MS GC 10 08 09	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		



# Introduction of Market Segments – Golf Courses Program

## Background

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ISO's Market Segments Program is a series of advisory insurance programs designed to meet the specialized coverage needs of specific market segments. These programs include "wrap-around" endorsements modifying two or more of ISO's monoline coverage forms, which are used as the basis of coverage. The forms and endorsements, manual rules and loss costs for each Market Segments Program reside in ISO's Commercial Lines Manual – **Division Twelve – Market Segments**.

This Market Segments Program is for Golf Courses. The Golf Courses endorsement modifies the Building and Personal Property Coverage Form (CP 00 10), the Causes of Loss – Special Form (CP 10 30), and the Commercial General Liability Coverage Form (CG 00 01 or CG 00 02) to provide coverage enhancements geared to meet the primary coverage needs of golf courses.

With respect to this and other ISO Market Segments Programs, it should be noted that it is intended that the optional endorsements and state amendatory endorsements contained in the applicable monoline programs (Commercial Property and Commercial General Liability in the case of Golf Courses) will also be available for use with the monoline component when writing a Market Segments policy. Additionally, each Market Segments Program is intended to be used in conjunction with other Coverage Parts in the formation of a Commercial Package Policy, subject to the rules of Division Nine – Multiple Line – Commercial Package Policy.

## About This Filing

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This filing introduces new endorsements to meet the insurance needs of golf courses. The specifics of eligibility are provided under Rule 5. Eligibility, which is introduced in companion rules filing MS-2008-RGCRU.

## New Forms

We are introducing:

- ◆ **MS GC 01 08 09** – Golf Courses
- ◆ **MS GC 02 08 09** – Golf Courses – Equipment Breakdown Protection Coverage
- ◆ **MS GC 03 08 09** – Golf Courses – Suspension/Reinstatement Of Coverage
- ◆ **MS GC 04 08 09** – Golf Courses – Hired Auto And Non-Owned Auto Liability Insurance
- ◆ **MS GC 05 08 09** – Golf Courses – Loss Or Damage To Guests' Autos (Legal Liability Coverage)
- ◆ **MS GC 06 08 09** – Golf Courses – Loss Or Damage To Guests' Autos (Direct Primary Coverage)
- ◆ **MS GC 07 08 09** – Golf Courses – Service Errors And Omissions Coverage
- ◆ **MS GC 08 08 09** – Golf Courses – Fine Arts Coverage
- ◆ **MS GC 09 08 09** – Golf Courses – Restaurants And Refreshment Stands
- ◆ **MS GC 10 08 09** – Golf Courses – Pesticide Or Herbicide Applicator Coverage
- ◆ **MS GC 12 08 09** – Golf Courses – Scheduled Mobile Equipment Property Coverage
- ◆ **MS GC 13 08 09** – Golf Courses – Hole-In-One Prize Indemnification Coverage
- ◆ **MS GC 14 08 09** – Golf Courses – Distilled Spirits And Wines Market Value
- ◆ **MS GC DS 08 09** – Golf Courses Supplemental Schedule

## Related Filing(s)

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Companion filings:

- ◆ MS-2008-RGCRU (Golf Courses Rules), and
- ◆ MS-2008-RGCLC (Golf Courses Loss Costs)

will be implemented with an effective/distribution date that coincides with the effective/distribution date of this filing.

## **Copyright Explanation**

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## **Important Note**

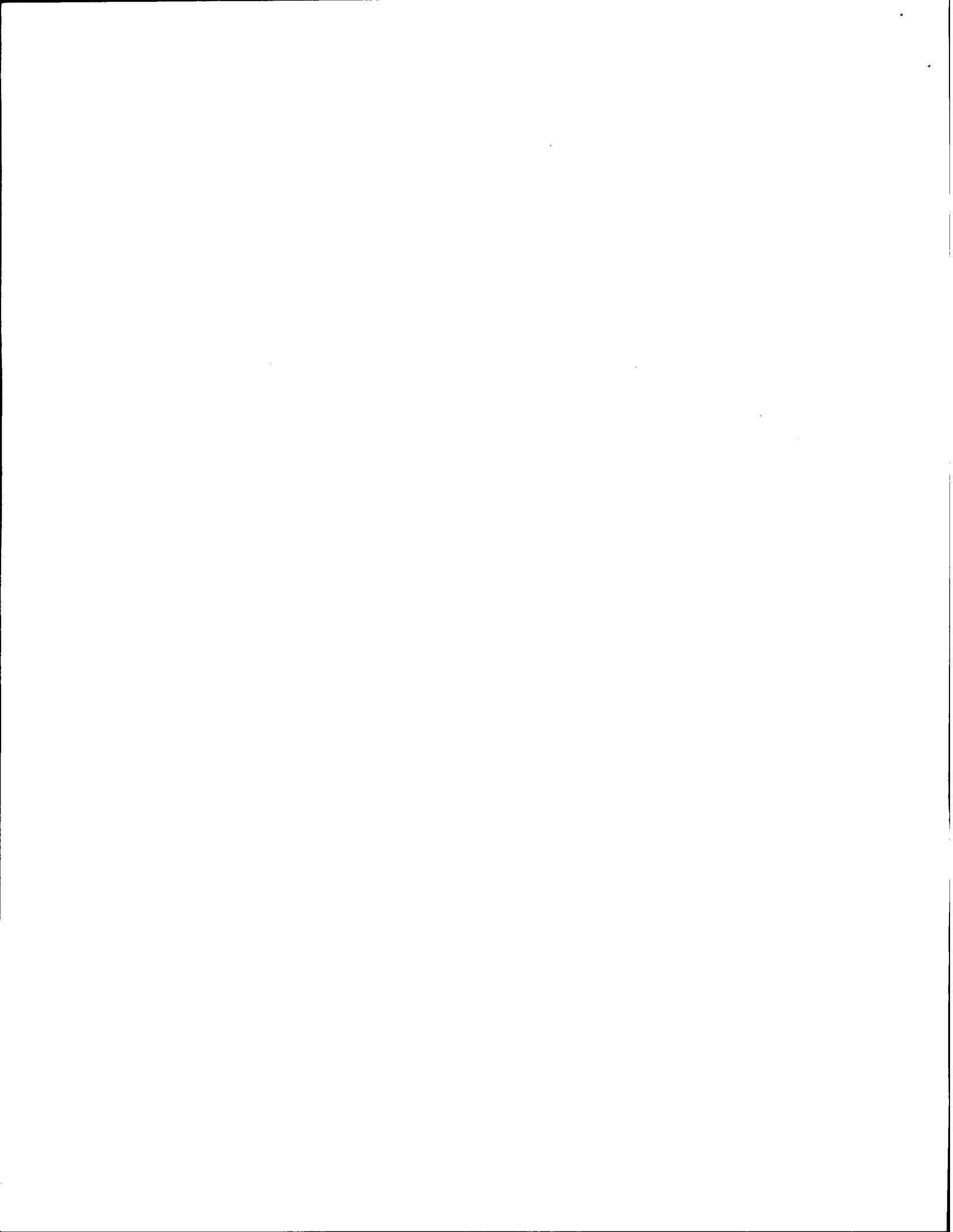
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## Section I – Description of Golf Courses Endorsement MS GC 01

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### Introduction

Newly introduced Golf Courses Endorsement **MS GC 01** is a "wrap around" endorsement modifying the provisions of ISO's Building And Personal Property Coverage Form (**CP 00 10**), the Causes of Loss – Special Form (**CP 10 30**) and the Commercial General Liability Coverage Form (**CG 00 01** or **CG 00 02**). The endorsement provides a series of coverage enhancements not currently available as endorsements to the underlying Coverage Forms.

While the Golf Courses Program itself is optional, subject to the provisions of the Eligibility Rule introduced in companion filing MS-2008-RGCRU, the use of the Golf Courses Endorsement **MS GC 01** is mandatory for any risk for which the program is used. Additionally, the Coverage Forms modified by the endorsement are mandatory in that the endorsement applies only if the listed Coverage Forms and Coverage Part are **all** included in the policy.

### Explanation Of Coverages

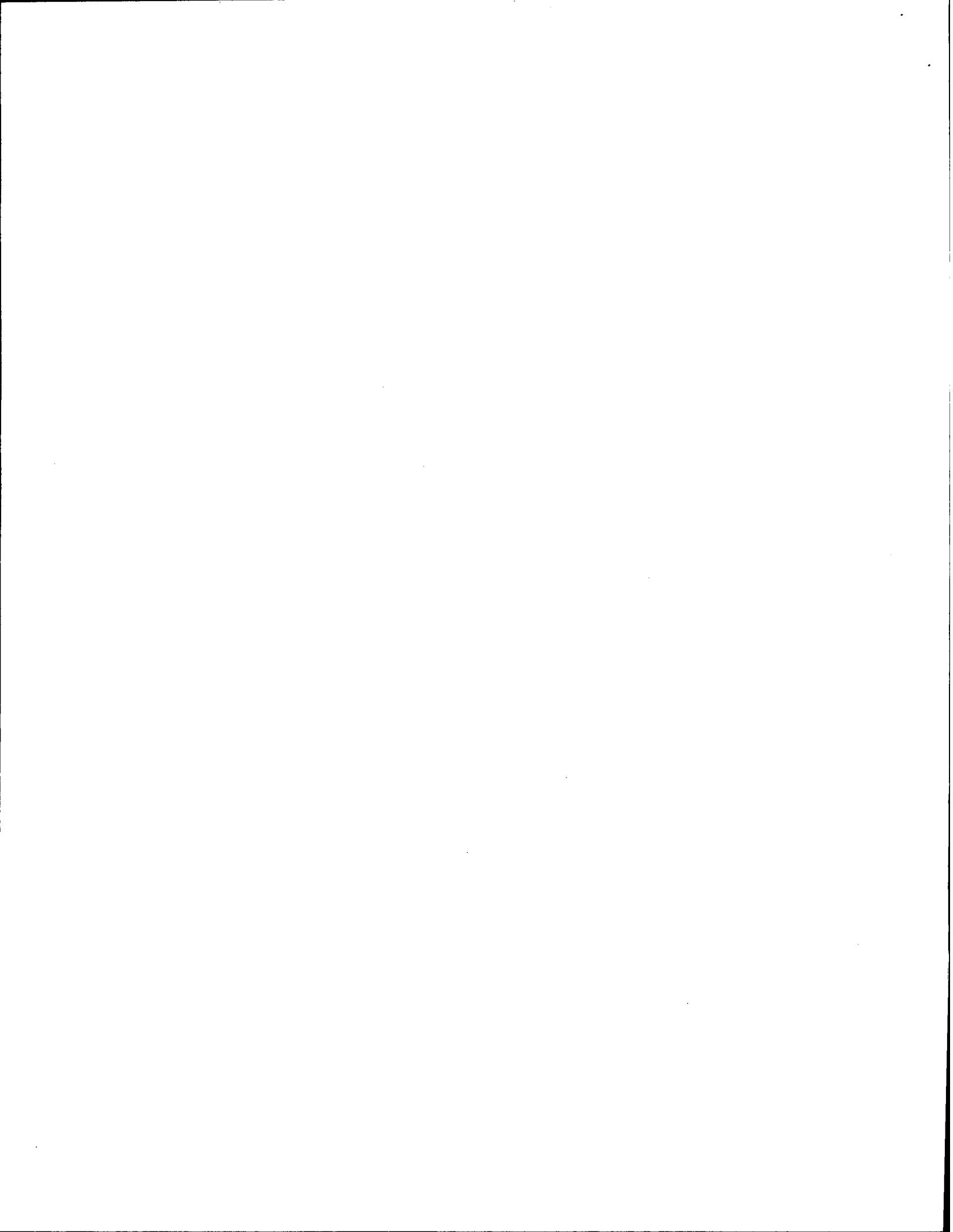
The following is a general description of the coverages provided by this endorsement.

The property coverage enhancements to the Building And Personal Property Coverage Form are included in Section I of the endorsement. These changes include the following:

- ◆ In the Coverage Section, premises is amended to include all deeded and leased property on which the golf course resides.
- ◆ Above and below ground fuel tanks and fuel pumps are added to Building in the Coverage Section.

#### Additional Coverages

- ◆ Money and securities – A \$10,000 limit is provided for loss at the described premises and a \$5,000 limit is provided for loss while anywhere else. These limits may be increased in accordance with Rule 7. Optional Increased Limits of Mandatory Coverages, which is introduced in companion rules filing MS-2008-RGCRU;
- ◆ Fire extinguishing systems expense – A \$5,000 limit is provided for the costs of recharging or replacing fire extinguishers or fire extinguishing systems;



- ◆ Reward payment of:
  - Up to \$5,000 for information leading to the arrest and conviction of anyone committing a crime resulting in loss to Covered Property from a Covered Cause of Loss; and
  - Up to \$5,000 for the return of stolen Covered Property;
- ◆ Computer fraud – A \$25,000 limit is provided for loss or damage to money, securities and other property resulting from the use of a computer, as defined, to fraudulently cause a transfer of property from the inside of a building at the described premises or from a bank or similar safe depository to outside those premises. This coverage applies on a worldwide basis. This limit may be increased in accordance with the provisions of Rule 7. Optional Increased Limits Of Mandatory Coverages, which is introduced in companion rules filing MS-2008-RGCRU;
- ◆ Money orders and counterfeit money – A \$2,500 limit is provided. This limit may be increased in accordance with the provisions of Rule 7. Optional Increased Limits Of Mandatory Coverages, which is introduced in companion rules filing MS-2008-RGCRU;
- ◆ Forgery or alteration – A \$2,500 limit is provided for loss resulting directly from forgery or alteration of any check, substitute check or similar instrument that the named insured or named insured's agent has issued, or that was issued by someone impersonating the named insured or named insured's agent. This limit may be increased in accordance with the provisions of Rule 7. Optional Increased Limits Of Mandatory Coverages, which is introduced in companion rules filing MS-2008-RGCRU;
- ◆ Outdoor signs – A \$5,000 limit is provided. This limit may be increased in accordance with the provisions of Rule 7. Optional Increased Limits Of Mandatory Coverages, which is introduced in companion rules filing MS-2008-RGCRU;
- ◆ Employee dishonesty – A \$5,000 limit is provided for direct loss of or damage to Business Personal Property and money and securities, as defined, resulting from dishonest acts committed by any of the named insured's employees acting alone or in collusion with others. There is no coverage for loss or damage resulting from dishonest or criminal acts that the named insured or named insured's partners commit or for loss for which the only proof is an inventory computation and/or a profit and loss computation. This limit may be increased in accordance with the provisions of Rule 7. Optional Increased Limits Of Mandatory Coverages, which is introduced in companion rules filing MS-2008-RGCRU;

- ◆ Ordinance or law – equipment coverage – Coverage is provided for the repair or replacement of covered equipment when that repair or replacement is required by law.
- ◆ Lock replacement – A \$5,000 limit is provided for the cost to repair or replace locks at the described premises due to the theft or loss of keys. This coverage is subject to a \$100 per occurrence deductible.
- ◆ Artificially generated electrical current – Coverage is provided for damage to computers caused by artificially generated electrical current up to the applicable limit of insurance.
- ◆ Guests' Property – A limit of \$25,000 is provided for loss or damage to guests' property while the property is in a locker inside a building at the described premises. This is subject to a limit of \$5,000 for the property of any one guest. A limit of \$25,000 is provided for loss or damage to guests' property while the property is at the described premises or in the possession of the named insured.

These limits (per occurrence and per guest) may be increased in accordance with the provisions of Rule 7. Optional Increased Limits Of Mandatory Coverages, which is introduced in companion rules filing MS-2008-RGCRU.

### Coverage Extensions

- ◆ Personal effects and property of others – The \$2,500 limit of insurance in the Building And Personal Property Coverage Form is increased to \$5,000 unless a different limit of insurance is shown in the Declarations;
- ◆ Valuable papers and records (other than electronic data) – Coverage under the Building And Personal Property Coverage Form is broadened to apply to direct loss or damage. This is in addition to coverage for the cost of research to replace lost information for various named perils. A \$10,000 limit per occurrence is provided at each described premises. This limit may be increased in accordance with the provisions of Rule 7. Optional Increased Limits Of Mandatory Coverages, which is introduced in companion rules filing MS-2008-RGCRU. For valuable papers and records (other than electronic data) not at a described premises, the limit of insurance is \$5,000.
- ◆ Property off-premises – Coverage is extended to apply to computers while in the course of transit;
- ◆ Outdoor property – The amounts of insurance provided by the Building And Personal Property Coverage Form are increased. The limit of insurance for:
  - Fences is increased from \$1,000 to \$50,000. Additionally, retaining walls are included in this coverage.
  - Outdoor antennas is increased from \$1,000 to \$5,000.

- Trees, shrubs and plants (other than stock of trees, shrubs or plants) is increased from \$1,000 to \$50,000. The per tree, shrub or plant limit is increased from \$250 to \$1,000.
- Lawns, fairways, greens, tees and rough areas, or any other area which constitutes the playing field or golf course is added, with a limit of \$50,000.
- Roadways and walks is added, with a limit of \$25,000.
- Ball washers, benches, water coolers, hole markers, cups, flags and tee boxes is added, with a limit of \$15,000.
- Underground sprinklers is added, with a limit of \$20,000.

The covered causes of loss for these coverages are fire, lightning, explosion, windstorm, hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, "sinkhole collapse", volcanic action, falling objects or weight of snow, ice or sleet. The covered causes of loss of falling objects and weight of snow, ice or sleet do not apply to underground sprinklers.

- ◆ Accounts receivable – The named insured may extend the coverage that applies to Business Personal Property under the Business And Personal Property Coverage Form to apply to accounts receivable. A \$5,000 limit is provided at each described premises. For accounts receivable not at a described premises, the limit of insurance is \$1,500.

Section **II** of **MS GC 01** modifies the exclusions and limitations in the Causes of Loss – Special Form for the employee dishonesty, outdoor signs, valuable papers and records (other than electronic data) and accounts receivable coverages. With respect to computers, some exclusions are deleted while others are added.

Section **III** of **MS GC 01** modifies the provisions of the Commercial General Liability Coverage Part to amend the **Who Is An Insured** Section to include as an insured:

- ◆ Any members of the golf club, but only with respect to their liability for the insured's activities or activities the member performs on the insured's behalf; and
- ◆ Any person(s) using or legally responsible for the use of golfmobiles loaned or rented to others by the insured or any of the insured's concessionaires, but only for liability arising out of the use of the golfmobiles.

Section **IV** of **MS GC 01** defines certain words and phrases used in the endorsement.

## New Form

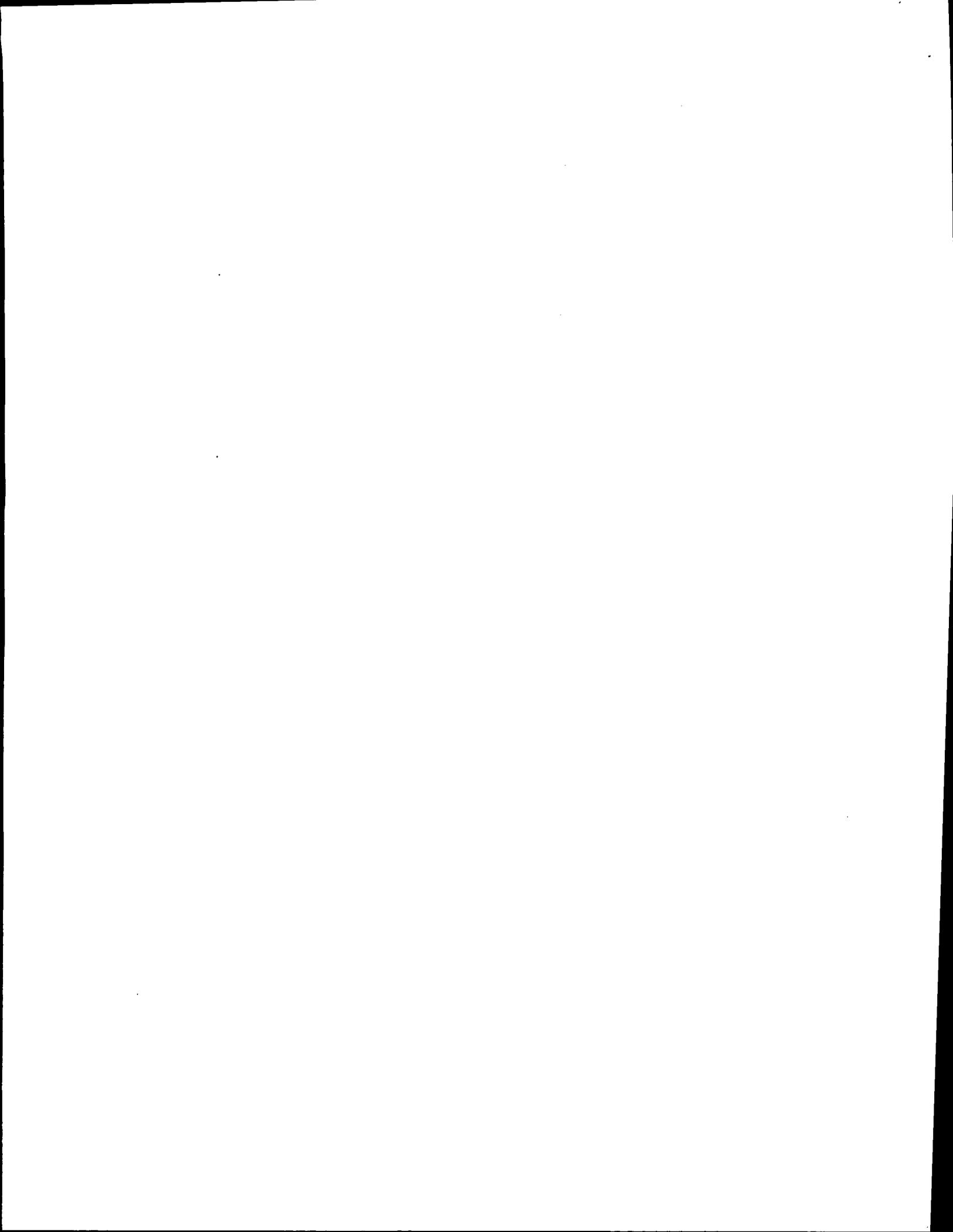
- ◆ **MS GC 01 08 09** Golf Courses

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## **Section II – Additional Golf Courses Market Segments Program Multistate Endorsements**

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In this Section we are introducing endorsements created to complete the coverage program for the Golf Courses Market Segments Program.



## **MS GC 02 Golf Courses – Equipment Breakdown Protection Coverage**

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### **Introduction**

This endorsement has been created to provide, on the Building And Personal Property Coverage Form and the Causes of Loss – Special Form, Equipment Breakdown Protection coverage for loss to Covered Property caused by a mechanical breakdown or electrical failure.

### **Explanation Of Coverages**

The endorsement provides coverage for direct loss of or damage to Covered Property caused by or resulting from mechanical breakdown or electrical failure to pressure, mechanical or electrical machinery and equipment.

The endorsement removes the exclusions in the Causes of Loss – Special Form relating to:

- ◆ Artificially generated electrical current;
- ◆ Mechanical breakdown; and
- ◆ Explosion of steam boilers, steam pipes, steam engines or steam turbines.

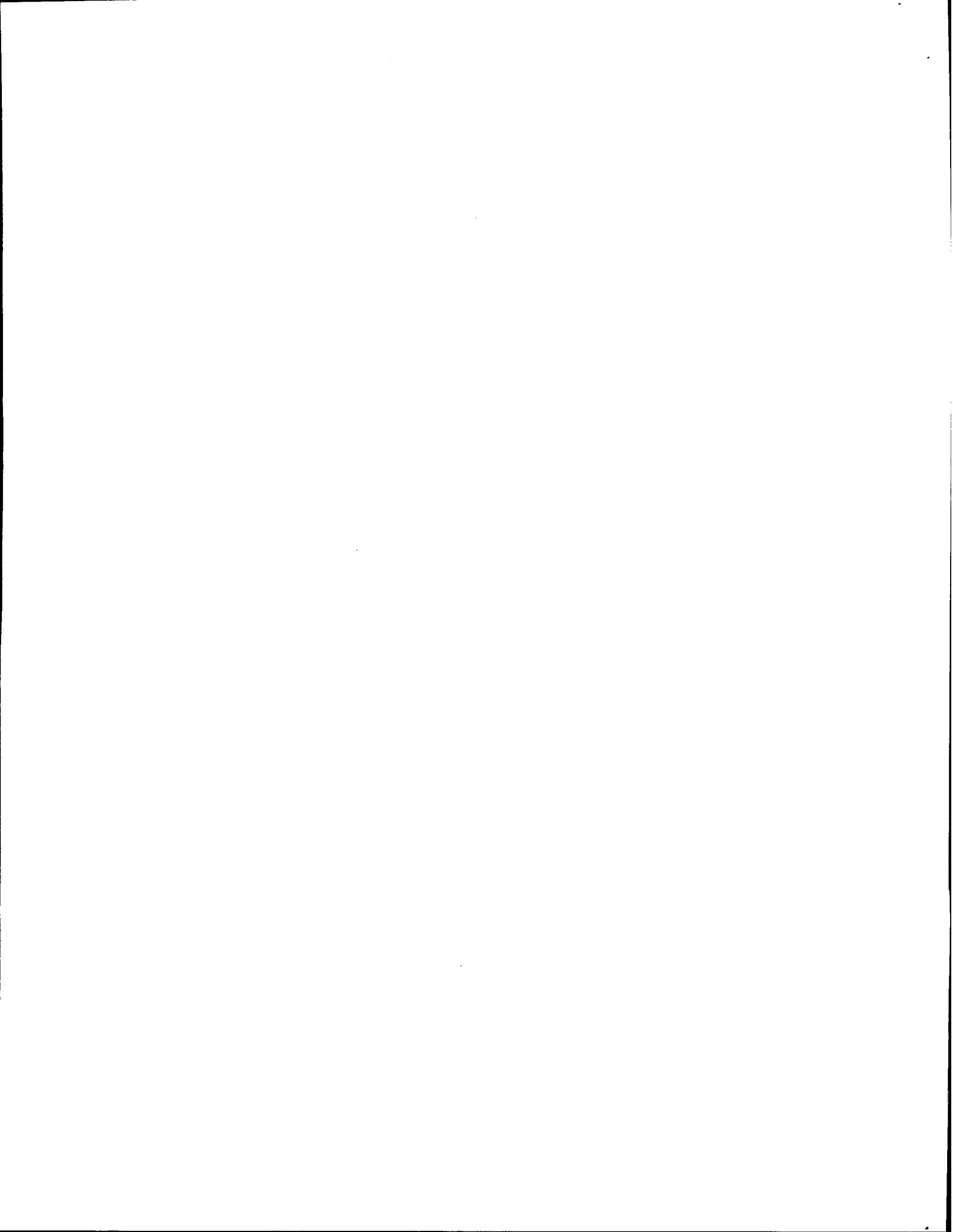
The Deductible provision in the Building And Personal Property Coverage Form may be amended as respects its applicability to the coverage provided by this endorsement.

Additionally, if the Business Income (And Extra Expense) Coverage Form is made a part of the policy, the 72-hour time period in the period of restoration and the Civil Authority Additional Coverage in that coverage form may be amended as respects the coverage provided by this endorsement.

The rating of this coverage is explained in Rule 8. Endorsements, which is introduced in companion rules filing MS-2008-RGCRU.

### **New Form**

- ◆ **MS GC 02 08 09** Golf Courses – Equipment Breakdown Protection Coverage



## **MS GC 03 Golf Courses – Suspension/Reinstatement Of Coverage**

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### **Introduction**

This endorsement has been created to provide a method for handling any necessary suspension and, if appropriate, subsequent reinstatement of coverage provided under Golf Courses – Equipment Breakdown Protection Coverage Endorsement MS GC 02.

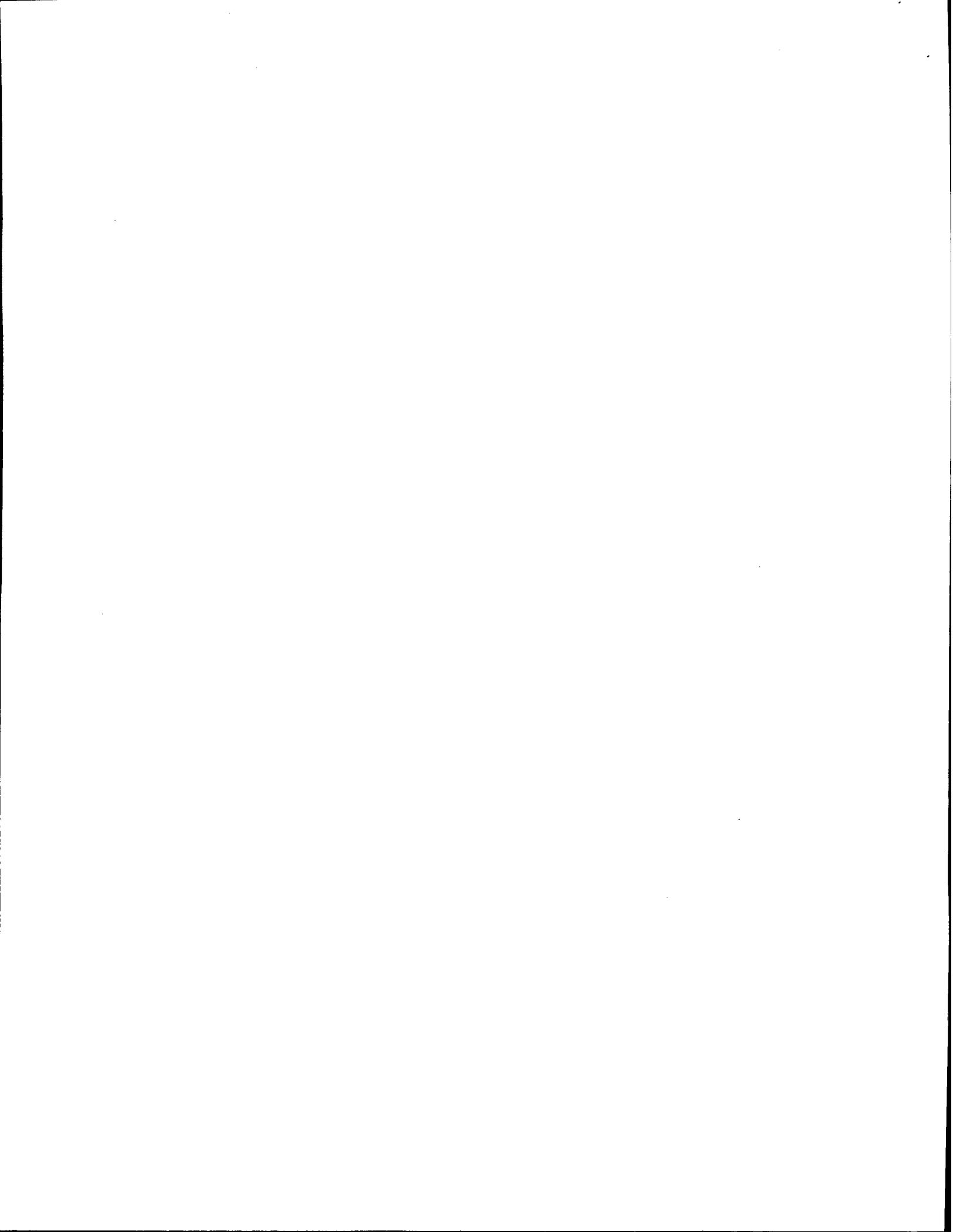
### **Explanation Of Coverages**

This endorsement provides a method for handling:

- ◆ A suspension of coverage on any Covered Property that has been found to be in, or exposed to, a dangerous condition, in accordance with the terms of Golf Courses – Equipment Breakdown Protection Coverage Endorsement MS GC 02; and
- ◆ A reinstatement of coverage on the Covered Property on which coverage was suspended if the dangerous condition has been eliminated.

### **New Form**

- ◆ **MS GC 03 08 09** Golf Courses – Suspension/Reinstatement Of Coverage



## **MS GC 04 Golf Courses – Hired Auto And Non-Owned Auto Liability Insurance**

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### **Introduction**

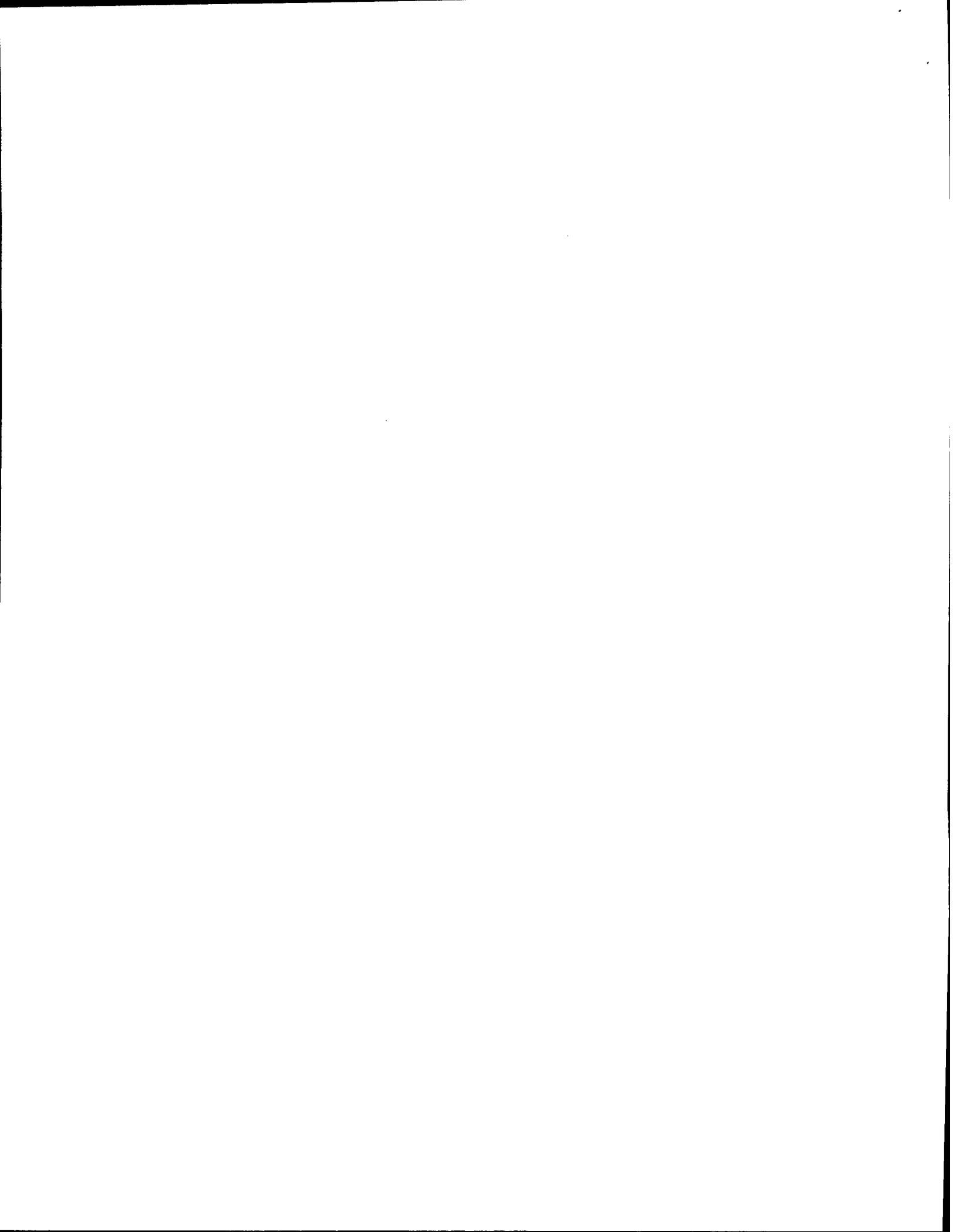
This endorsement has been created to provide a means of covering the liability of a named insured golf course for the use of automobiles not owned or hired by the insured. Under the Commercial General Liability Coverage Part, there is no mechanism to provide hired and/or non-owned auto liability coverage. One must purchase a separate Business Auto Coverage Form to cover this exposure. To simplify this process for the purposes of this program, we have developed this endorsement to provide either or both hired and non-owned auto liability coverage.

### **Explanation of Coverages**

The Schedule of the endorsement allows for the entry of Hired Auto Liability Insurance, Non-Owned Auto Liability Insurance or both coverages.

The endorsement modifies the Exclusions of the Commercial General Liability Coverage Form to remove the bodily injury and property damage exclusions relating to:

- Contractual liability;
- Liquor liability;
- Employer's liability;
- Aircraft, auto or watercraft;
- Mobile equipment;
- Damage to property;
- Damage to the named insured's products;
- Damage to the named insured's work;
- Damage to impaired property or property not physically injured; and
- Product recall.



The endorsement adds three exclusions to specify that coverage does not apply to:

- Bodily injury or property damage for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement;
- Bodily injury to an employee of the insured arising out of and in the course of employment by the insured; or
- Property damage to property owned or being transported by, or rented or loaned to the insured, or property damage to property in the care, custody or control of the insured.

The endorsement replaces the WHO IS AN INSURED provision of the Commercial General Liability Coverage Form to tailor coverage to the use of hired and/or non-owned autos.

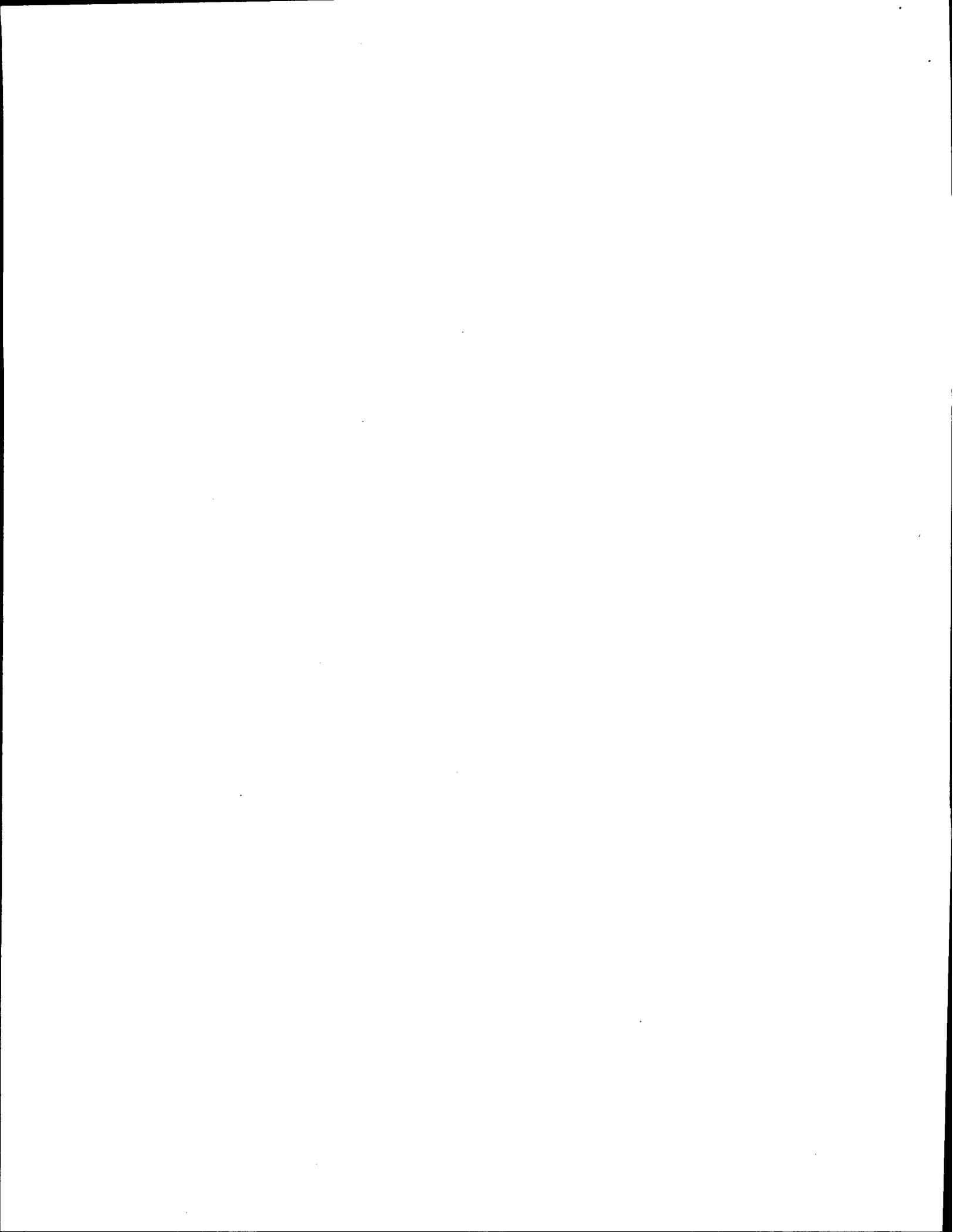
The limits of insurance displayed in the Schedule are on an "occurrence" basis and are not subject to the Commercial General Liability Coverage Form's Aggregate Limit.

The coverage provided by the endorsement is excess over any primary insurance covering the hired auto or non-owned auto. Because the endorsement is modifying the Commercial General Liability Coverage Form, the term "auto" will have the meaning defined in that Coverage Form.

The rating for the coverage provided by the endorsement is explained in Rule 8. Endorsements, which is introduced in companion rules filing MS-2008-RGCRU.

## **New Form**

**MS GC 04 08 09** Golf Courses – Hired Auto And Non-Owned Auto Liability Insurance



## **MS GC 05 Golf Courses – Loss Or Damage To Guests' Autos (Legal Liability Coverage)**

### **Introduction**

This endorsement has been created to provide coverage on a legal liability basis for damage to guests' autos on the Building And Personal Property Coverage Form.

### **Explanation of Coverages**

The endorsement provides coverage for direct physical loss of or damage to guests' "autos" and "auto" equipment, as defined, while the auto is on the premises of the named insured. Loss must be caused by or result from a Covered Cause of Loss. In the context of this endorsement, a Covered Cause of Loss is any cause of loss or damage not specifically excluded in the endorsement. There are two exclusions in the endorsement which specify that coverage does not apply to:

- ◆ Liability resulting from any agreement by which the insured accepts responsibility for direct physical loss of or damage to autos left in the insured's care; and
- ◆ Loss or damage due to theft or conversion caused by any insured.

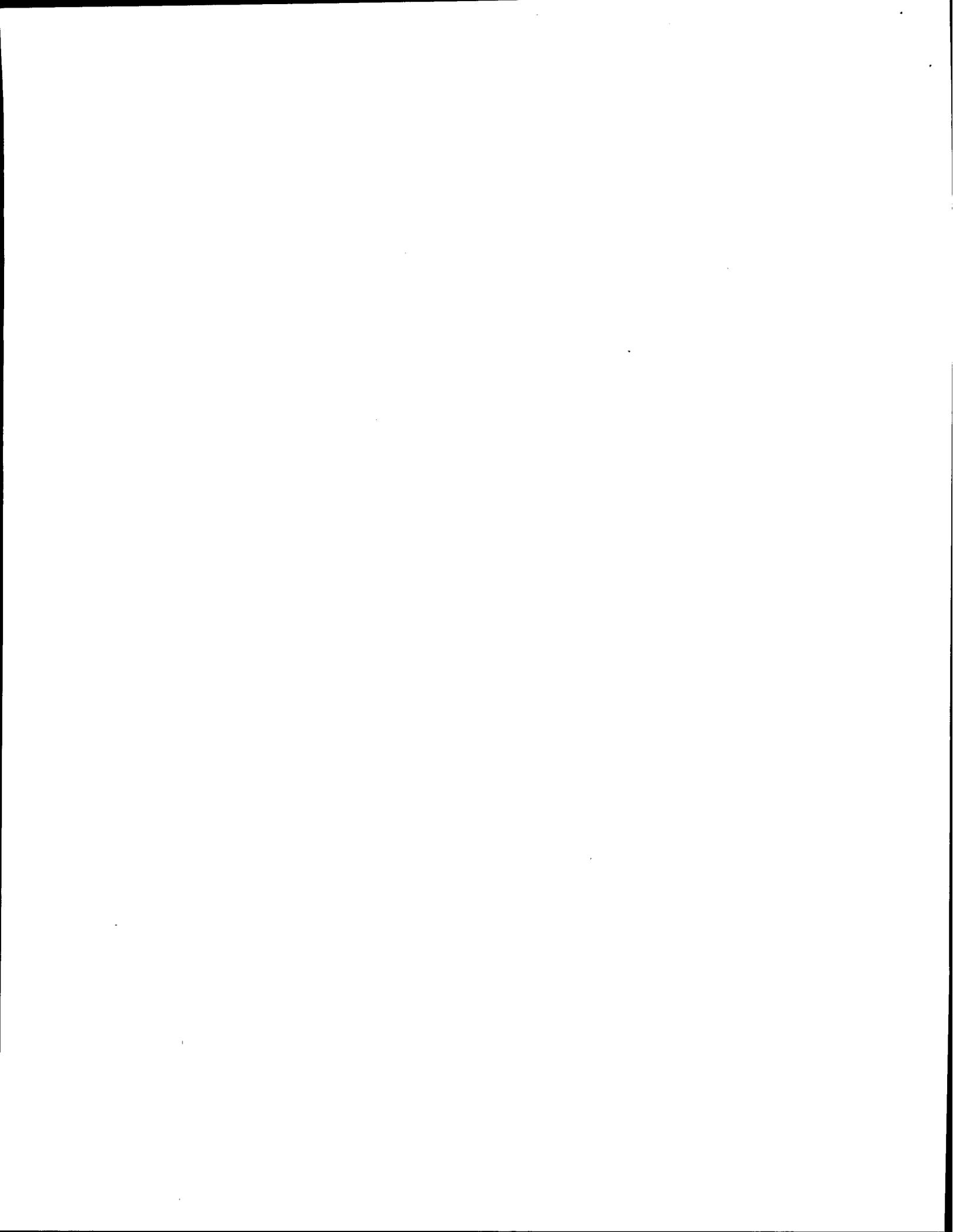
Coverage provided by the endorsement is subject to deductibles for:

- ◆ Each guest's auto for loss or damage caused by theft or mischief or vandalism. This deductible is subject to a maximum deductible for **all** such loss in any one event;
- ◆ Loss or damage caused by collision.

The rating of this coverage is explained in Rule 8. Endorsements, which is introduced in companion rules filing MS-2008-RGCRU.

### **New Form**

**MS GC 05 08 09** Golf Courses – Loss Or Damage To Guests' Autos (Legal Liability Coverage)



## **MS GC 06 Golf Courses – Loss Or Damage To Guests' Autos (Direct Primary Coverage)**

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### **Introduction**

This endorsement has been created to provide direct primary coverage for damage to guests' autos on the Building And Personal Property Coverage Form.

### **Explanation of Coverages**

The endorsement provides coverage for direct physical loss of or damage to guests' "autos" and "auto" equipment, as defined, while the auto is on the premises of the named insured golf course. In the context of this endorsement, a Covered Cause of Loss is any cause of loss or damage not specifically excluded in the endorsement. There are two exclusions in the endorsement which specify that coverage does not apply to:

- ◆ Loss or damage due to theft or conversion caused by the named insured, partners, executive officers or employees; and
- ◆ Loss or damage to property that is otherwise paid under the Personal Property of Others Paragraph of the Building And Personal Property Coverage Form.

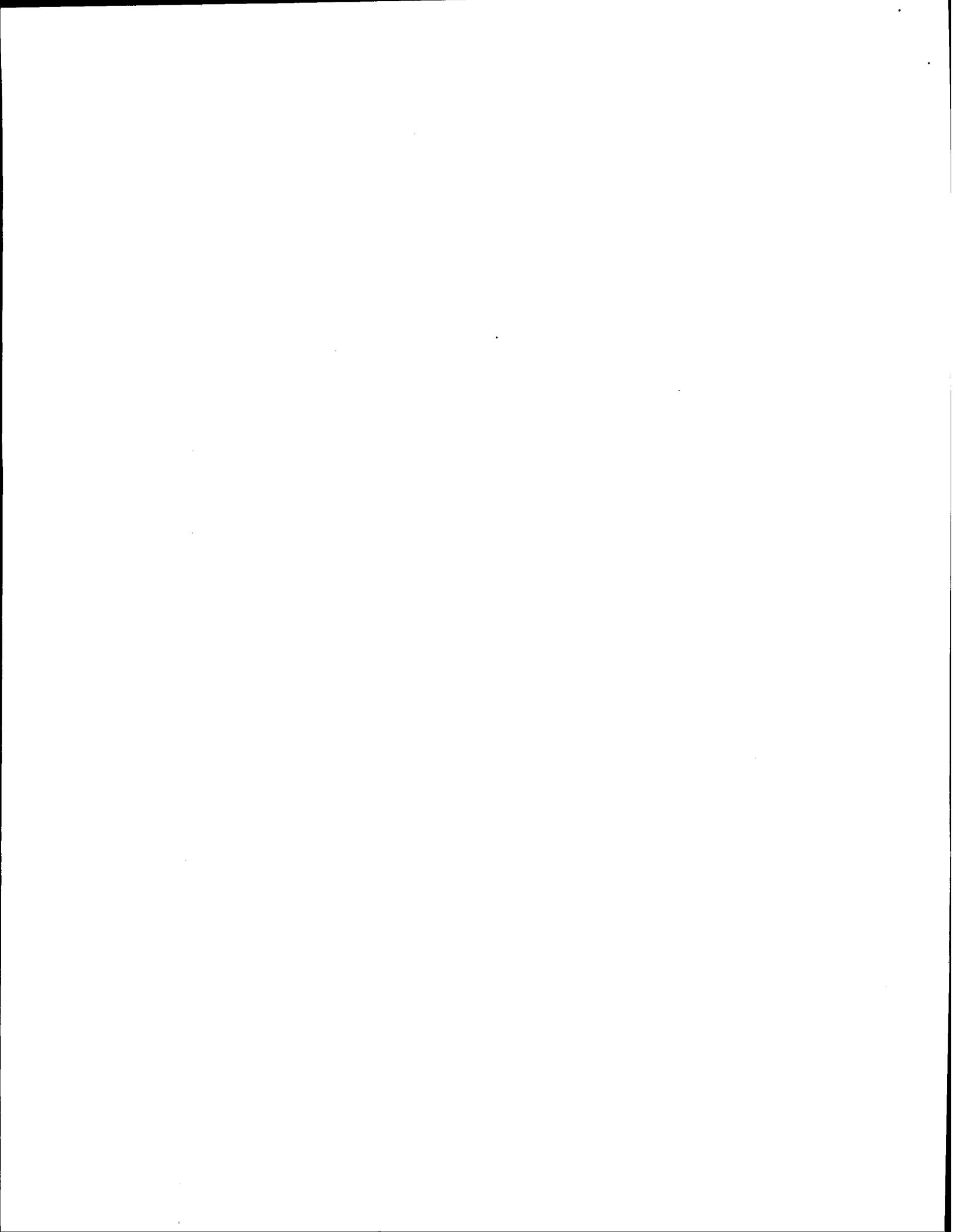
Coverage provided by the endorsement is subject to deductibles for:

- ◆ Each guests' auto for loss or damage caused by theft or mischief or vandalism. This deductible is subject to a maximum deductible for **all** such loss in any one event; and
- ◆ Loss or damage caused by collision.

The rating of this coverage, including the various deductible options, is explained in Rule 8. Endorsements, which is introduced in companion rules filing MS-2008-RGCRU. The selected deductibles will be displayed in the new Golf Courses Supplemental Schedule **MS GC DS**.

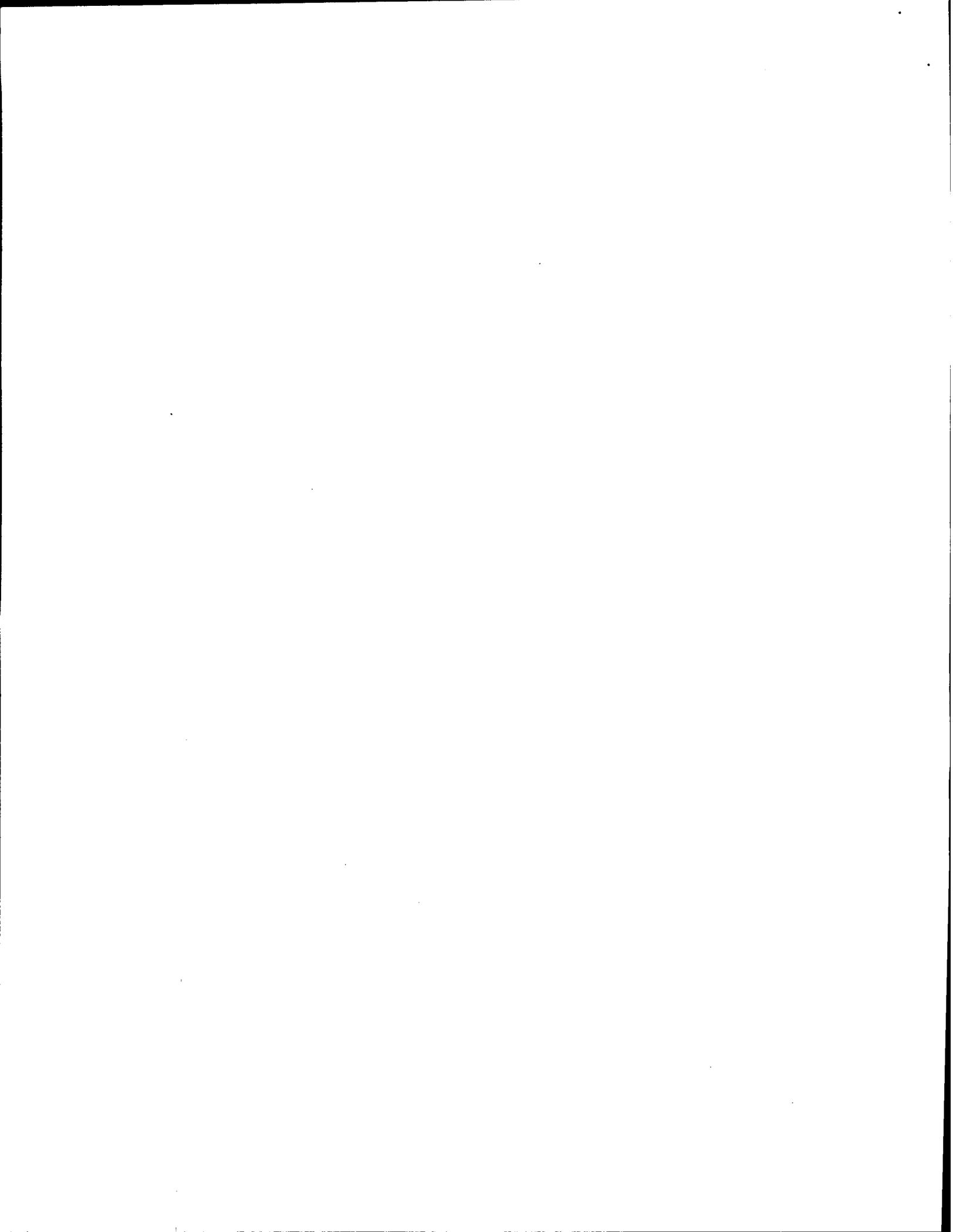
The coverage provided by this endorsement is intended to be direct primary insurance, without regard to either the fault of the golf course for loss or damage to a guests' auto, or the availability of the guests' own auto insurance to pay for loss to the auto.

In the context of this endorsement, "auto" is defined as a land motor vehicle, trailer or semitrailer. Coverage is therefore provided for loss to vehicles such as snowmobiles or golf carts which may be on the golf course's premises.



## **New Form**

**MS GC 06 08 09** Golf Courses – Loss Or Damage To Guests' Autos (Direct  
Primary Coverage)



## MS GC 07 Golf Courses – Service Errors And Omissions Coverage

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### Introduction

This endorsement has been created to provide coverage in the General Liability Coverage Part for errors and omissions in providing facilities, goods or services by the named insured, its employees or concessionaires trading under its name, including failure to deliver or misdelivery of items sold by the restaurant or refreshment stand.

### Explanation of Coverages

The endorsement provides coverage for loss due to errors or omissions in providing facilities, goods or services by the named insured, its employees or concessionaires trading under the insured's name. Coverage is also provided for the failure to deliver or misdelivery of items sold. A \$10,000 annual aggregate limit is provided, subject to a \$250 per occurrence deductible. Exclusions include intentional acts, bodily injury, property damage, personal and advertising injury, and discrimination.

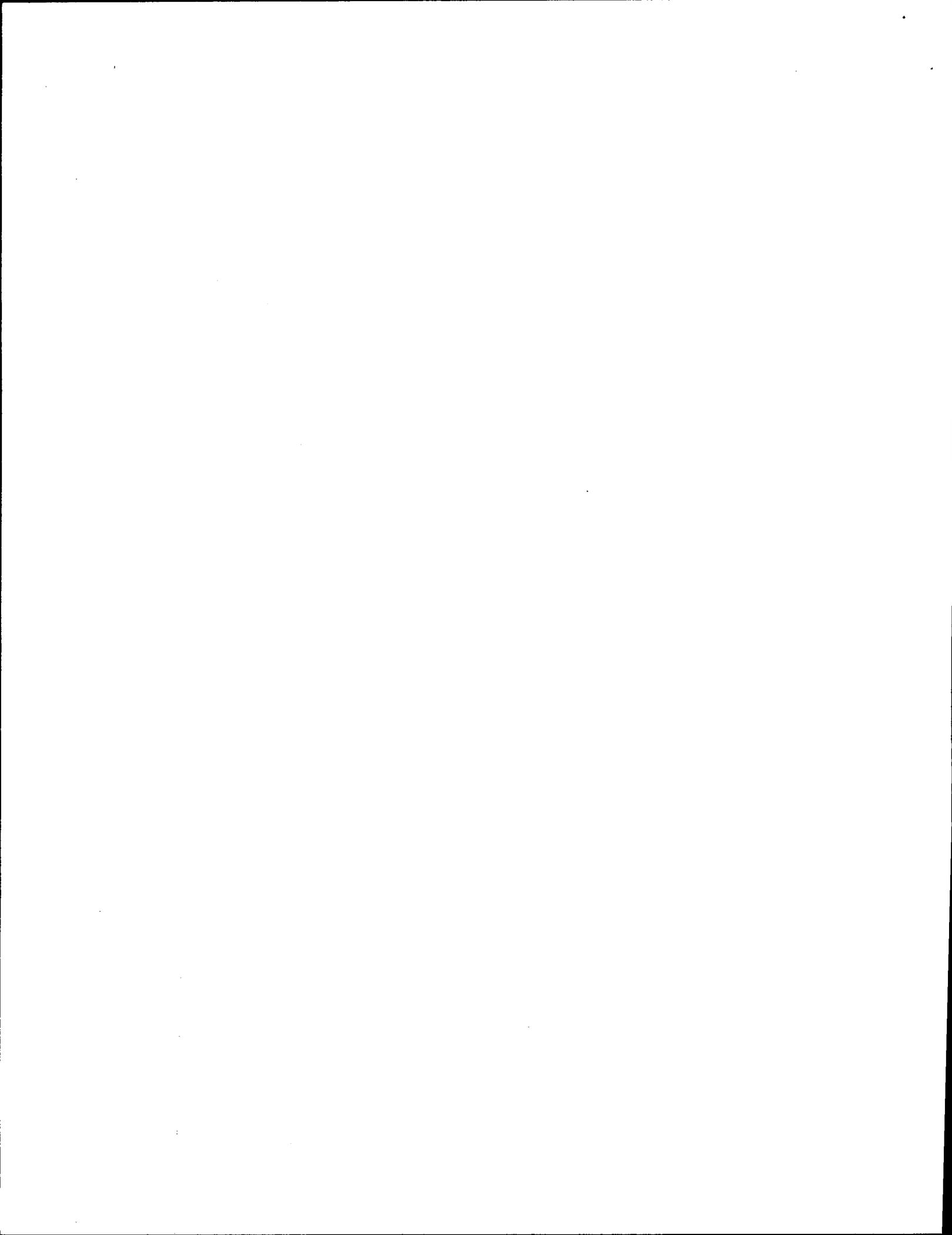
Additionally, **Who Is An Insured** is amended to include as an insured:

- ◆ Any person or organization with respect to their liability as a grantor of a franchise to the insured.
- ◆ Any person or organization with respect to their liability as a concessionaire trading under the insured's name with the insured's permission.

The rating of this coverage is explained in Rule 8. Endorsements, which is introduced in companion rules filing MS-2008-RGCRU.

### New Form

**MS GC 07 08 09** Golf Courses – Service Errors And Omissions Coverage



## **MS GC 08 Golf Courses – Fine Arts Coverage**

### **Introduction**

This endorsement has been created to provide coverage for direct loss of or damage to fine arts.

### **Explanation of Coverages**

This endorsement provides coverage for direct physical loss of or damage to fine arts owned by the named insured or owned by others and in the care, custody or control of the named insured. Fine arts includes, but is not limited to, antiques, paintings, etchings, drawings, tapestries, sculptures and fragile property such as porcelains, china and marble.

The coverage is subject to a limit of \$25,000 in any one occurrence at a described premises. This limit is additional insurance over the limit available under the coverage for Business Personal Property.

The rating of this endorsement is explained in Rule 8. Endorsements, which is introduced in companion rules filing MS-2008-RGCRU.

### **New Form**

**MS GC 08 08 09** Golf Courses – Fine Arts Coverage

## **MS GC 09 Golf Courses – Restaurants And Refreshment Stands**

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### **Introduction**

This endorsement has been created to provide coverage for exposures inherent to restaurants and/or refreshment stands owned by the insured and operating on the insured's golf course.

### **Explanation of Coverages**

The property coverage enhancements to the Building and Personal Property Coverage Form are included in Section I of the endorsement. These changes include newly added coverages for:

- ◆ Brands and labels – A \$25,000 per occurrence limit is provided for costs associated with loss or damage to branded or labeled merchandise.
- ◆ Spoilage – A limit of \$25,000 per occurrence is provided for the loss of perishable stock as a result of specified perils. This limit may be increased in accordance with Rule 8. Endorsements, which is introduced in companion rules filing MS-2008-RGCRU.

The property coverage enhancements to the Business Income (And Extra Expense) Coverage Form are included in Section II of the endorsement. These changes include newly added coverages for:

- ◆ Business income and extra expense from dependent properties – A \$10,000 per occurrence limit is provided for the actual loss of business income sustained and extra expense incurred as the result of the necessary suspension of business operations because of direct loss or damage to a dependent property. This limit may be increased in accordance with Rule 8. Endorsements, which is introduced in companion rules filing MS-2008-RGCRU.
- ◆ Food contamination – Limits of \$10,000 for extra expenses, \$10,000 for business income, and \$5,000 for additional advertising expenses are provided if the named insured's business is ordered closed by the Board of Health or any other governmental authority as a result of the discovery or suspicion of food contamination. These limits may be increased in accordance with Rule 8. Endorsements, which is introduced in companion rules filing MS-2008-RGCRU.

Section **III** of **MS GC 09** changes the exclusions and limitations in the Causes of Loss – Special Form with respect to business income and extra expense from dependent properties and spoilage. Also, the Limitations Section is amended to increase coverage for furs, fur garments and garments trimmed with fur to \$10,000; and revise the limitation pertaining to payment for loss of or damage to fragile articles to state that it does not apply with respect to the breakage of chinaware.

Section **IV** of **MS GC 09** modifies the provisions of the Commercial General Liability Coverage Part to add coverage for:

- ◆ Service errors and omissions – Coverage is provided for errors and omissions in providing facilities, goods or services, including failure to deliver or misdelivery of items sold by the restaurant or refreshment stand. A \$10,000 annual aggregate limit is provided, subject to a \$250 per loss deductible.
- ◆ Merchandise withdrawal expense – Coverage is provided for costs associated with merchandise withdrawal, including notifications, overtime, transportation, storage space and/or disposal. A \$25,000 annual aggregate limit is provided, subject to a \$250 per loss deductible.

Section **V** of **MS GC 09** amends the Definitions Section to include certain words and phrases used in the endorsement.

## **New Form(s)**

**MS GC 09 08 09** Golf Courses – Restaurants And Refreshment Stands

## **MS GC 10 Golf Courses – Pesticide Or Herbicide Applicator Coverage**

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### **Introduction**

This endorsement has been created to provide coverage in the General Liability Coverage Part for bodily injury or property damage due to pesticide or herbicide application by an employee of the insured while operating on the insured's golf course.

### **Explanation of Coverages**

This endorsement provides coverage for bodily injury or property damage as a result of the application of herbicides or pesticides by an insured or an insured's employees conducted on the insured's premises.

The endorsement specifies that, for coverage to apply:

- ◆ The application of herbicides or pesticides are by an insured or an insured's employees on lawns, greens and/or tees under the insured's regular care;
- ◆ The operations are conducted by the insured or an employee of the insured on premises owned or rented by the insured; and
- ◆ The operations meet all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government having application to those operations.

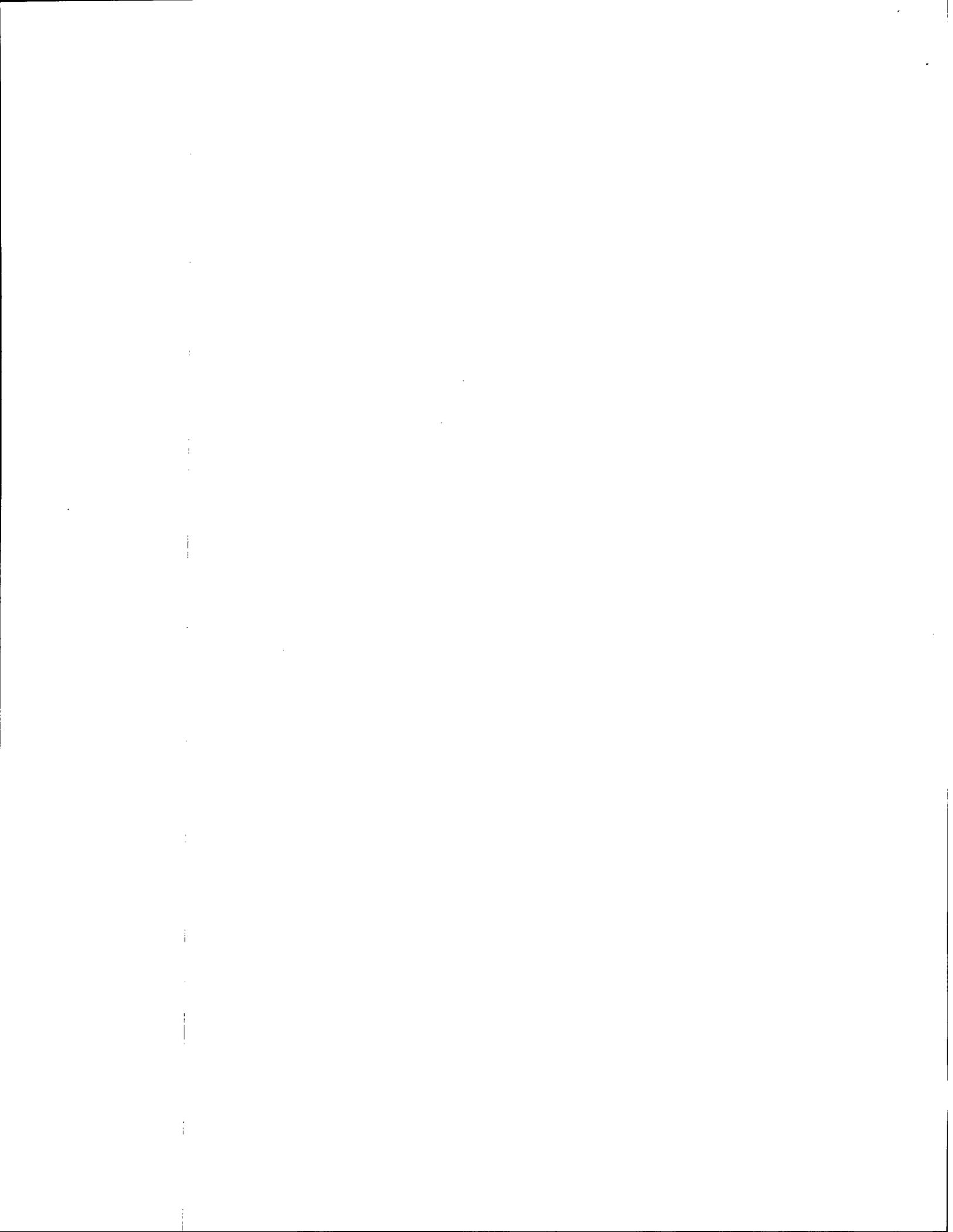
This endorsement excludes coverage for:

- ◆ Intentional error or intentional failure to provide any services;
- ◆ Intentional error or intentional improper or excessive application of pesticides and/or herbicides; and
- ◆ Personal and advertising injury.

The rating of this endorsement is explained in Rule 8. Endorsements, which is introduced in companion rules filing MS-2008-RGCRU.

### **New Form**

**MS GC 10 08 09** Golf Courses – Pesticide Or Herbicide Applicator Coverage



## **MS GC 12 Golf Courses – Scheduled Mobile Equipment Property Coverage**

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### **Introduction**

Currently, mobile equipment is included under the Building And Personal Property Coverage Form for Business Personal Property. This endorsement provides a method to schedule specific mobile equipment.

### **Explanation of Coverages**

The endorsement allows the insured to schedule specific pieces of mobile equipment. Coverage for such scheduled mobile equipment will be subject to the limit shown on the Schedule.

The rating of this coverage is explained in Rule 8. Endorsements, which is introduced in companion rules filing MS-2008-RGCRU.

### **New Form**

**MS GC 12 08 09** Golf Courses – Scheduled Mobile Equipment Property  
Coverage

## **MS GC 13 Golf Courses – Hole-In-One Prize Indemnification Coverage**

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### **Introduction**

This endorsement has been created to provide coverage under the General Liability Coverage Form for hole-in-one prizes and awards offered by the golf course in the event the prize or award is won by a participant in a contest conducted on the insured's golf course.

### **Explanation of Coverages**

This endorsement provides coverage for a "prize indemnification event" as defined in the endorsement. The definition specifies that the event must be held on the insured's premises with the winner receiving money or other valuable award. The event must have established award procedures which are to be attached to the endorsement, and a schedule is provided for information to be entered.

The rating of this coverage is explained in Rule 8. Endorsements, which is introduced in companion rules filing MS-2008-RGCRU.

### **New Form**

**MS GC 13 08 09** Golf Courses – Hole-In-One Prize Indemnification Coverage

## **MS GC 14 Golf Courses – Distilled Spirits And Wines Market Value**

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### **Introduction**

This endorsement has been created to provide an alternate valuation method to the Valuation Loss Condition of the Building And Personal Property Coverage Form. In this way, both distilled spirits and wines can be valued at their market value as of the time of the loss while held on the insured's premises.

### **Explanation of Coverages**

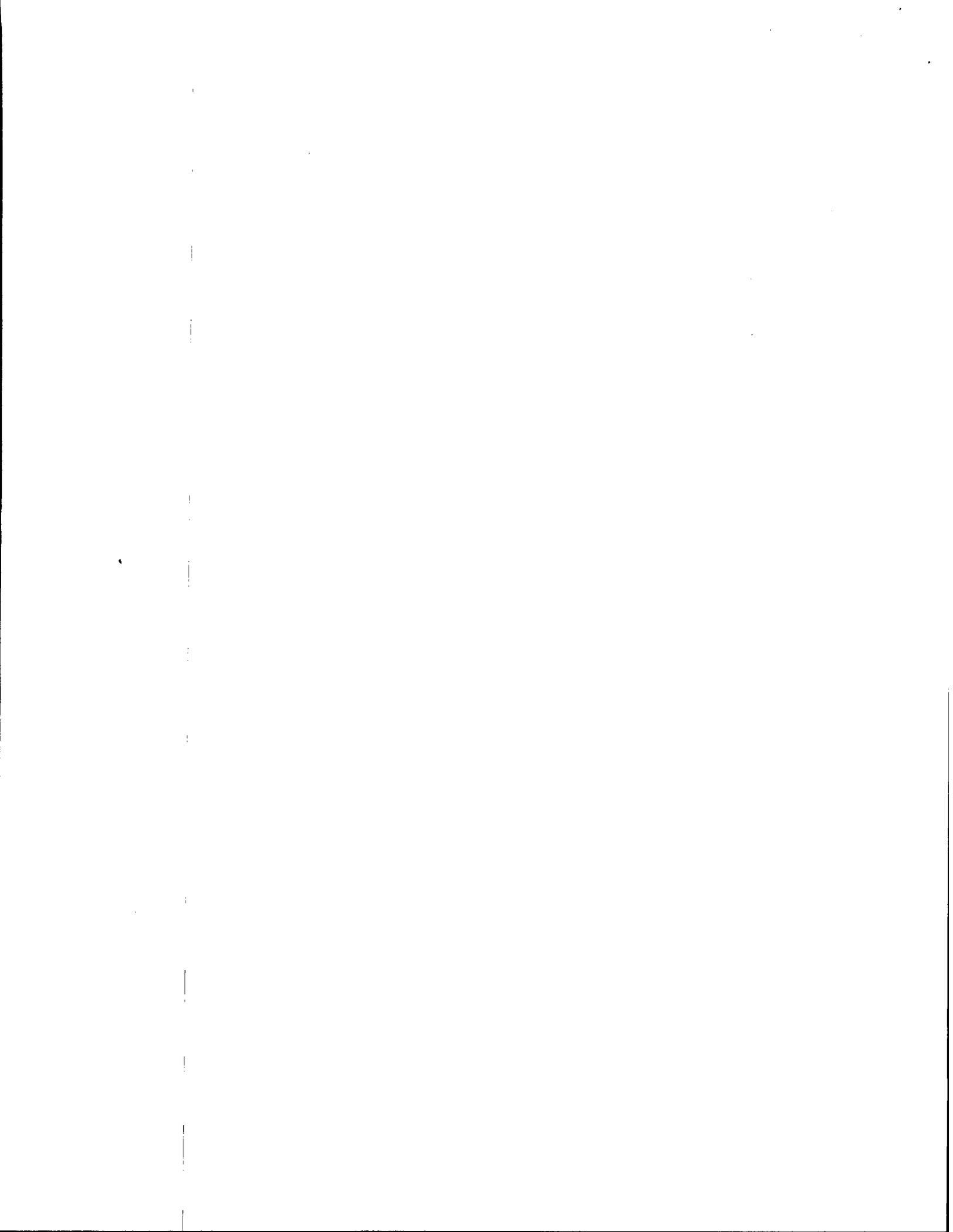
This endorsement provides a schedule for the insured to enter the estimated value of bottled distilled spirits and/or bottled wine products held for sale or use on the insured's premises. The location of the spirits or wines can also be entered in the Schedule.

The valuation for both distilled spirits and bottled wine is for the price the stock could have been sold for had no loss occurred, less any discounts and expenses the insured would have otherwise had. The provisions of the Building And Personal Property Coverage Form apply to any loss under this endorsement.

The endorsement also adds a definition of "bottled winery products" to the Building And Personal Property Coverage Form.

### **New Form**

**MS GC 14 08 09 Golf Courses – Distilled Spirits And Wines Market Value**



## Section III – Golf Courses Supplemental Schedule (MS GC DS)

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In this Section we are providing, for informational purposes only, a copy of the Golf Courses Supplemental Schedule **MS GC DS**. This Schedule has been created to provide for the appropriate modifications of the Declarations used with the Commercial Property and Commercial General Liability Coverage Parts to accommodate the writing of the Golf Courses Market Segments Program. The Schedule will be made available to insurers for their use in issuing policies for guidance in developing their own Supplemental Schedule.

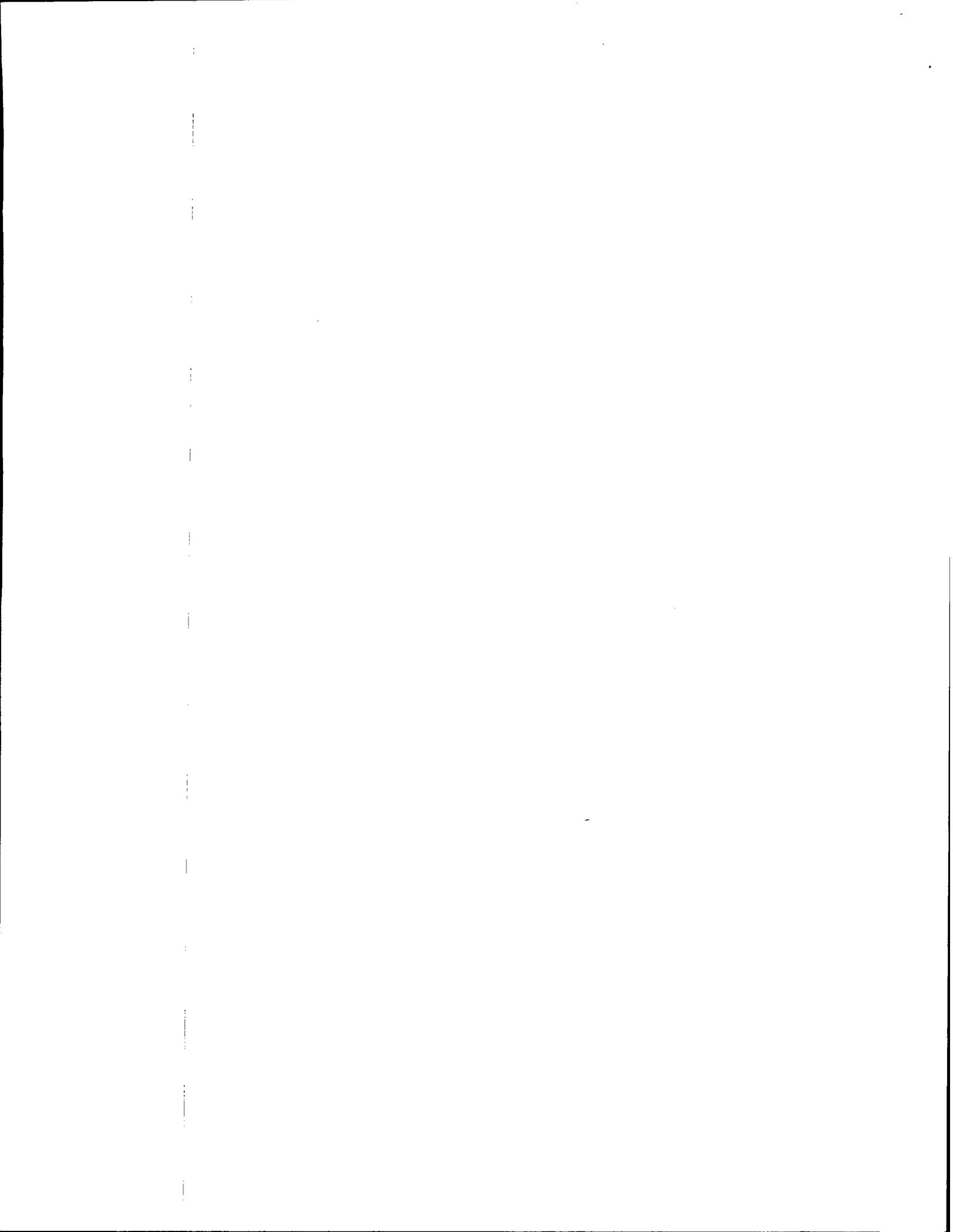
### Introduction

This Schedule allows for necessary entries relating to:

- ◆ Optional limits of coverage for one or more of the following coverages contained in Golf Courses Endorsement **MS GC 01**:
  - Money and securities;
  - Computer fraud;
  - Money orders and counterfeit money;
  - Forgery or alteration;
  - Outdoor signs;
  - Employee dishonesty;
  - Guest's property;
  - Personal effects and property of others; and
  - Valuable papers and records (other than electronic data).

In addition to the coverages listed above, a blank entry allows insurers to provide a higher limit on another coverage, if they so choose.

- ◆ Hired auto and non-owned auto liability coverage;
- ◆ Loss or damage to guests' autos (legal liability coverage);
- ◆ Loss or damage to guests' autos (direct primary coverage);
- ◆ Fine arts coverage;
- ◆ Spoilage coverage and food contamination coverage (under the Restaurants And Refreshment Stands Endorsement);
- ◆ Equipment breakdown protection coverage; and
- ◆ Forms applicable to specific premises/coverages.



The use of this Schedule will avoid the need for an insurer writing the Golf Courses Program to revise and reprint stock of either the Commercial Property or Commercial General Liability Declarations.

## **New Form**

**MS GC DS 08 09** Golf Courses Supplemental Schedule

## Section IV – New Market Segments – Golf Courses Endorsements And Supplemental Schedule

This section contains a complete copy of the new Market Segments – Golf Courses endorsements and Supplemental Schedule.

Form Number	Form Title
MS GC 01 08 09	Golf Courses
MS GC 02 08 09	Golf Courses – Equipment Breakdown Protection Coverage
MS GC 03 08 09	Golf Courses – Suspension/Reinstatement Of Coverage
MS GC 04 08 09	Golf Courses – Hired Auto And Non-Owned Auto Liability Insurance
MS GC 05 08 09	Golf Courses – Loss Or Damage To Guests' Autos (Legal Liability Coverage)
MS GC 06 08 09	Golf Courses – Loss Or Damage To Guests' Autos (Direct Primary Coverage)
MS GC 07 08 09	Golf Courses – Service Errors And Omissions Coverage
MS GC 08 08 09	Golf Courses – Fine Arts Coverage
MS GC 09 08 09	Golf Courses – Restaurants And Refreshment Stands
MS GC 10 08 09	Golf Courses – Pesticide Or Herbicide Applicator Coverage
MS GC 12 08 09	Golf Courses – Scheduled Mobile Equipment Property Coverage
MS GC 13 08 09	Golf Courses – Hole-In-One Prize Indemnification Coverage
MS GC 14 08 09	Golf Courses – Distilled Spirits And Wines Market Value
MS GC DS 08 09	Golf Courses Supplemental Schedule

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **GOLF COURSES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART – BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
COMMERCIAL PROPERTY COVERAGE PART – CAUSES OF LOSS – SPECIAL FORM

The provisions of the Building And Personal Property Coverage Form, Causes Of Loss – Special Form and the Commercial General Liability Coverage Part apply except as otherwise provided in this endorsement. This endorsement applies only if the Coverage Forms and Coverage Part named above are all included in this policy. All numbers and letters used to designate paragraphs in this endorsement are specific to this endorsement only. They do not reference paragraphs in the Commercial Property or Commercial General Liability Coverage Parts.

### **I. Changes To The Building And Personal Property Coverage Form**

#### **A. The following is added to the Coverage Section:**

For the purposes of this endorsement only, premises includes all deeded and leased property on which the golf course resides.

#### **B. The following are added to Building in the Coverage Section:**

1. Above and below ground gasoline, diesel, kerosene or propane fuel storage tanks including their piping and connections pertaining thereto; and
2. Above and below ground gasoline, diesel, kerosene or propane fuel pumps and their electrical equipment.

With respect to the coverage provided by Paragraphs 1. and 2. above, underground pipes, flues or drains under **Property Not Covered** in the Coverage Section do not apply.

#### **C. The following are added to Property Not Covered in the Coverage Section:**

1. Property in storage away from the premises shown in the Declarations, except as provided in the Coverage Extensions of this endorsement;

2. Computers which are permanently installed in any aircraft, watercraft, motortruck or other vehicle.

#### **D. The following coverages are added to Additional Coverages in the Coverage Section:**

##### **1. Money And Securities**

- a. We will pay for loss of "money" and "securities" used in your business while at a bank or savings institution, within your living quarters or the living quarters of your partners or any "employee" having use and custody of the property, at the described premises, or in transit between any of these places.

- b. We will pay only for loss of "money" and "securities" resulting directly from:

- (1) Theft, meaning any act of stealing;
- (2) Disappearance; or
- (3) Destruction.

- c. We will not pay for loss:

- (1) Resulting from accounting or arithmetical errors or omissions;
- (2) Due to the giving or surrendering of property in any exchange or purchase; or
- (3) Of property contained in any money-operated device unless the amount of "money" deposited in it is recorded by a continuous reading instrument on the device.

- d. Unless different limits are shown in the Declarations for "money" and "securities", the most we will pay for loss in any one "occurrence" is:

- (1) \$10,000 for "money" and "securities" while:

- (a) In or on the described premises; or

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(b) Within a bank or savings institution; and

(2) \$5,000 for "money" and "securities" while anywhere else described in Paragraph 1.a. above.

e. You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.

f. To the extent that coverage for "money" and "securities" is provided under this Additional Coverage, the **Property Not Covered** Provisions in the **Coverage** Section do not apply.

## 2. Fire Extinguishing Systems Expense

a. We will pay:

(1) The cost of recharging or replacing, whichever is less, your fire extinguishers and fire extinguishing systems (including hydrostatic testing if needed) if they are discharged on or within 100 feet of the described premises; and

(2) For loss or damage to Covered Property if such loss or damage is the result of an accidental discharge of chemicals from a fire extinguisher or fire extinguishing system.

b. No coverage will apply if the fire extinguishing system is discharged during installation or testing.

c. The most we will pay under this Additional Coverage is \$5,000 in any one occurrence.

d. No deductible applies to this Additional Coverage.

## 3. Reward Payment

a. We will reimburse you for rewards paid as follows:

(1) Up to \$5,000 to an eligible person for information leading to the arrest and conviction of any person or persons committing a crime resulting in loss to Covered Property from a Covered Cause of Loss. However, we will pay no more than the lesser of the following amounts:

(a) Actual cash value of the Covered Property at the time of loss or damage, but not more than the amount required to repair or replace it; or

(b) The amount determined by the loss settlement procedure applicable to the returned Covered Property under the Loss Payment Condition.

(2) Up to \$5,000 to an eligible person for the return of stolen Covered Property, when the loss is caused by theft. However, we will pay no more than the lesser of the following amounts:

(a) Actual cash value based on the condition of the Covered Property at the time it is returned, but not more than the amount required to repair or replace it; or

(b) The amount determined by the loss settlement procedure applicable to the returned Covered Property under the Loss Payment Condition.

b. This Additional Coverage applies subject to the following conditions:

(1) An eligible person means that person designated by a law enforcement agency as being the first to voluntarily provide the information leading to the arrest and conviction or return of the stolen Covered Property, and who is not:

(a) You or any family member;

(b) Your employee or any of his or her family members;

(c) An employee of a law enforcement agency;

(d) An employee of a business engaged in property protection;

(e) Any person who had custody of the Covered Property at the time the theft was committed; or

(f) Any person involved in the crime.

(2) No reward will be reimbursed unless and until the person(s) committing the crime is (are) convicted or the Covered Property is returned.

(3) The lesser of the amount of the reward or \$5,000 is the most we will reimburse for loss under this Additional Coverage in any one occurrence.

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**4. Computer Fraud**

a. We will pay for loss of or damage to "money", "securities" and other property resulting directly from the use of any "computer" to fraudulently cause a transfer of that property from inside a building at the described premises or from any bank or similar safe depository:

- (1) To a person outside those premises;
- (2) To a place outside those premises.

b. The most we will pay under this Additional Coverage for loss or damage in any one "occurrence" is \$25,000 unless a different Limit of Insurance for computer fraud is shown in the Declarations.

c. With respect to this Additional Coverage, the following are added to the **Additional Conditions** Section:

- (1) We cover loss or damage commencing during the policy period shown in the Declarations and within the coverage territory.
- (2) The coverage territory is anywhere in the world.

**5. Money Orders And Counterfeit Money**

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

- a. Money orders issued by any post office, express company or bank that are not paid upon presentation; or
- b. "Counterfeit money" that is acquired during the regular course of business.

The most we will pay for any loss in any one "occurrence" under this Additional Coverage is \$2,500 unless a different Limit of Insurance for money orders and counterfeit money is shown in the Declarations.

**6. Forgery Or Alteration**

a. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that is:

- (1) Made or drawn by or drawn upon you; or
- (2) Made or drawn by one acting as your agent;

or that is purported to have been so made or drawn.

b. If you are sued for refusing to pay any instrument covered in Paragraph a. above, on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense.

c. We will treat mechanically reproduced facsimile signatures the same as handwritten signatures.

d. For the purpose of this coverage, check includes a substitute check as defined in the Check Clearing for the 21st Century Act and will be treated the same as the original it replaced.

e. The most we will pay for any loss in any one "occurrence", including legal expenses, under this Additional Coverage is \$2,500 unless a different Limit of Insurance for "forgery" or alteration is shown in the Declarations.

**7. Outdoor Signs**

a. We will pay for direct physical loss of or damage to all outdoor signs at the described premises:

- (1) Owned by you; or
- (2) Owned by others but in your care, custody or control.

b. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is \$5,000 unless a different Limit of Insurance for outdoor signs is shown in the Declarations.

c. The provisions of this Additional Coverage supersede all other outdoor signs coverage references in the Building And Personal Property Coverage Form.

**8. Employee Dishonesty**

**a. Your Business Personal Property And Your Money And Securities**

We will pay for direct loss of or damage to Your Business Personal Property and your "money" and "securities" resulting from dishonest acts committed by any of your "employees" acting alone or in collusion with other persons (except you or your partners, "members" or "managers") with the manifest intent to:

- (1) Cause you to sustain loss or damage; and

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- (2) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
- (a) Any "employee"; or
  - (b) Any other person or organization.
- b. We will not pay for:
- (1) Loss or damage resulting from any dishonest or criminal act committed by:
    - (a) You, your partners, or your "members";
    - (b) Your "managers", directors, trustees, or authorized representatives; or
    - (c) Anyone to whom you entrust the property for any purpose; whether acting alone or in collusion with other persons.
  - (2) Loss or damage that is an indirect result of any act covered by this insurance including, but not limited to, loss or damage resulting from:
    - (a) Your inability to realize income that you would have realized had there been no loss of or damage to "money" or "securities";
    - (b) Payment of damages of any type for which you are legally liable. But we will pay compensatory damages arising directly from a loss covered under this insurance; or
    - (c) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.
  - (3) Expenses related to any legal action; or
  - (4) Loss or damage the only proof of which as to its existence or amount is one or both of the following:
    - (a) An inventory computation; or
    - (b) A profit and loss computation.
- c. The most we will pay under this Additional Coverage for loss or damage in any one "occurrence" is \$5,000 unless a different Limit of Insurance for employee dishonesty is shown in the Declarations.
- d. We will pay only for loss or damage you sustain through acts committed or events occurring during the policy period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.
- e. This Additional Coverage does not apply to loss caused by any "employee" after discovery by:
  - (1) You; or
  - (2) Any of your partners, officers, directors, trustees, "members" or "managers" not in collusion with the "employee";
 of any dishonest act committed by that "employee" before or after being hired by you.
- f. We will pay only for covered loss or damage discovered no later than one year from the end of the policy period.
- g. If you discover a loss or damage during the policy period that you (or any predecessor in interest) sustained during the period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Additional Coverage, provided:
  - (1) This Additional Coverage became effective at the time of cancellation or termination of the prior insurance; and
  - (2) The loss or damage would have been covered by this Additional Coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.
 Discovery also occurs when you receive notice of an actual or potential claim against you alleging facts that if true would constitute a covered loss under this Additional Coverage.
- h. The insurance under Paragraph g. above is provided within, and not in addition to, the Limit of Insurance applying to this Additional Coverage and is limited to the lesser of the amount recoverable under:
  - (1) This Additional Coverage as of its effective date; or

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- (2) The prior insurance, had it remained in effect.

**9. Ordinance Or Law – Equipment Coverage**

- a. Subject to Paragraph b., if a Covered Cause of Loss occurs to equipment that is Covered Property, we will pay the costs to repair or replace the equipment as required by law.
- b. If a Covered Cause of Loss occurs to refrigeration equipment that is Covered Property, we will pay:
  - (1) The cost to reclaim the refrigerant as required by law;
  - (2) The cost to retrofit the equipment to use a non-CFC refrigerant as required by the Clean Air Act of 1990, and any amendments thereto or any other similar laws; and
  - (3) The increased cost to recharge the system with a non-CFC refrigerant.
- c. The terms of this coverage apply separately to each piece of covered equipment.
- d. We will not pay under this Additional Coverage for the costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- e. Loss to the equipment will be determined as follows:
  - (1) If the replacement cost coverage applies and the equipment is repaired or replaced, on the same or another premises, we will not pay more than the lesser of:
    - (a) The amount you actually spend to repair the equipment, but not for more than the amount it would cost to replace the equipment with equipment of the same kind and quality; or
    - (b) The Limit of Insurance shown in the Declarations as applicable to the Building or Your Business Personal Property.

- (2) If the replacement cost coverage applies and the equipment is not repaired or replaced, or if the replacement cost coverage does not apply, we will not pay more than the lesser of:

- (a) The actual cash value of the equipment at the time of loss; or
- (b) The Limit of Insurance shown in the Declarations as applicable to the Building or Your Business Personal Property.

- (3) We will not pay for loss due to any ordinance or law that:

- (a) You were required to comply with before the loss, even if the equipment was undamaged; and
- (b) You failed to comply with.

- f. The **Coinsurance** Additional Condition does not apply to this coverage.

**10. Lock Replacement**

- a. We will pay for the cost to repair or replace locks at the described premises due to theft or other loss to keys.
- b. The most we will pay under this Additional Coverage for all loss or damage in any one occurrence is \$5,000.
- c. A per occurrence deductible of \$100 will apply.

**11. Artificially Generated Electrical Current**

We will pay for loss or damage to "computers" due to artificially generated electrical current if such loss or damage is caused by or results from:

- a. An occurrence that took place within 1,000 feet of the described premises; or
- b. Interruption of electric power supply, power surge, blackout or brownout if the cause of such occurrence took place within 1,000 feet of the described premises.

If such loss or damage as specified above exceeds in any one occurrence the applicable deductible shown in the Declarations, we will then pay the amount of loss or damage in excess of the deductible up to the applicable Limit of Insurance for the equipment.

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## 12. Guests' Property

### a. We will pay:

- (1) For loss of or damage to "guests' property" for which you are legally liable while the property is in a locker or other secured area inside a building at the described premises.
- (2) For loss of or damage to "guests' property" for which you are legally liable while the property is at the described premises.

If you are sued for refusing to pay for loss of or damage to "guests' property", and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay is in addition to the applicable Limit of Insurance shown in the Declarations.

### b. We will not pay for loss or damage:

- (1) Resulting from any dishonest or criminal act that you or any of your partners or members commit, whether acting alone or in collusion with other persons.
- (2) Resulting from liability you assume under any written agreement. However, this exclusion does not apply under Paragraph a.(2), to any written agreement entered into with a guest before the "occurrence" of any loss or damage that increases to an amount not exceeding \$1,000 any lesser amount you may otherwise be liable under any statute.
- (3) To property resulting from fire, however caused.
- (4) Under Paragraph a.(1), to property in any wall safe or other container used for safekeeping that is in a guest's quarters.
- (5) Under Paragraph a.(2), to property resulting from the spilling, upsetting or leaking of any food or liquid.
- (6) Under Paragraph a.(2), to property while in your care and custody for laundering or cleaning.
- (7) Resulting from your release of any other person or organization from legal liability.
- (8) Under Paragraph a.(2), to samples or articles carried or held for sale or delivery after sale.

### (9) Under Paragraph a.(2), to any vehicle, including:

- (a) Its equipment and accessories; and
- (b) Any property contained in or on a vehicle.
- (c) However, this paragraph does not apply to any "golf cart" not licensed for use on public roads that is the property of a "guest" but in the care, custody or control of the insured.

### c. The most we will pay is determined as follows:

#### (1) Under Paragraph a.(1), the most we will pay for loss:

- (a) In any one "occurrence" is \$25,000 unless a different Limit of Insurance is shown in the Declarations.
- (b) Subject to that limit, the most we will pay for loss arising out of an "occurrence" for any one guest is \$5,000 unless a different Limit of Insurance is shown in the Declarations.

#### (2) Under Paragraph a.(2), the most we will pay for loss:

- (a) In any one "occurrence" is \$25,000 unless a different Limit of Insurance is shown in the Declarations.
- (b) Subject to that limit, the most we will pay for loss arising out of an "occurrence" for any one guest is \$5,000 unless a different Limit of Insurance is shown in the Declarations.

### d. With respect to this Additional Coverage, the following are added to the **Additional Conditions** Section:

- (1) Bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Insuring Agreement.
- (2) Covered Property is limited to property belonging to your guests while at the described premises.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization, including your guest. Any claim for loss or damage must be presented by you.

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**E. Coverage Extensions in the Coverage Section is amended as follows:**

- 1. The Personal Effects And Property Of Others Coverage Extension Limit of Insurance** is increased to \$5,000, unless a different Limit of Insurance is shown in the Declarations.
- 2. Valuable Papers And Records (Other Than Electronic Data)** is replaced by the following:
  - a. You may extend the insurance that applies to Your Business Personal Property to apply to direct physical loss or damage to valuable papers and records that you own, or that are in your care, custody or control, caused by or resulting from a Covered Cause of Loss. This Extension includes the cost to re-search lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered – Electronic Data.
  - b. Coverage under this Extension is limited to the "specified causes of loss" as defined in the Causes Of Loss – Special Form and Additional Coverage – Collapse as set forth in that Form.
  - c. This Extension does not apply to:
    - (1) Property held as samples or for delivery after sale; or
    - (2) Property in storage away from the premises shown in the Declarations.
  - d. The most we will pay under this Extension for loss or damage to valuable papers and records in any one occurrence at each described premises is \$10,000 unless a different Limit of Insurance for valuable papers and records is shown in the Declarations.

For valuable papers and records not at a described premises, the most we will pay is \$5,000 in any one occurrence.

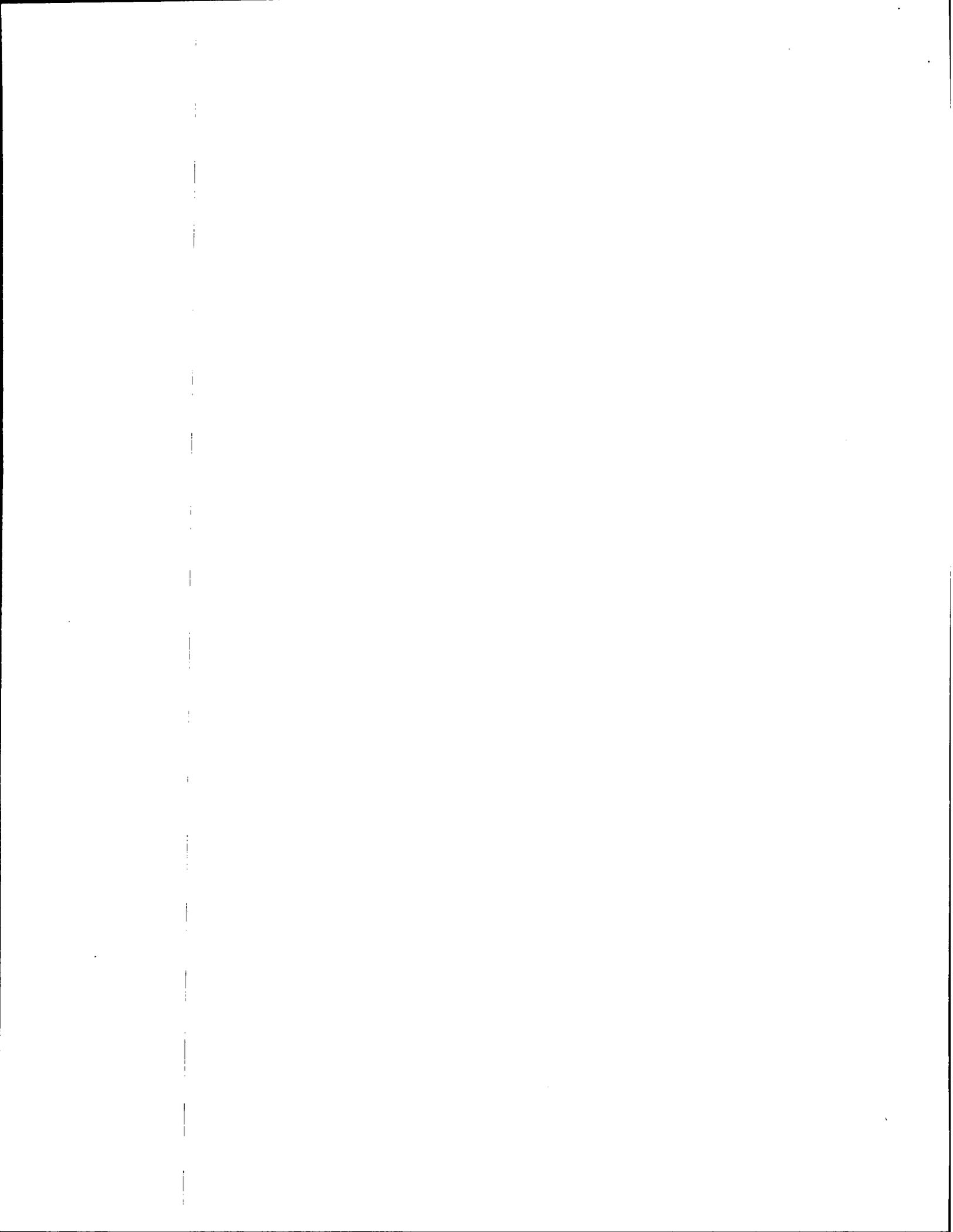
Such amounts are additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist) and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

- 3. Property Off-premises** is replaced by the following:
  - a. You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
    - (1) Temporarily at a location you do not own, lease or operate;
    - (2) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
    - (3) At any fair, trade show or exhibition.  
This Extension also applies to "computers" while in the course of transit.
  - b. This Extension does not apply to property:
    - (1) In or on a vehicle, except for "computers"; or
    - (2) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.
  - c. The most we will pay for loss or damage under this Extension is \$10,000 in any one occurrence.
- 4. Outdoor Property** is replaced by the following:

You may extend the insurance provided by this Coverage Form to apply to the following outdoor property located on the described premises:

  - a. Fences and retaining walls that are not a part of a building. The most we will pay for loss or damage under this Extension is \$50,000 in any one occurrence;
  - b. Outdoor radio, television, satellite or other antennas, including their masts, towers and lead-in and support wiring. The most we will pay for loss or damage under this Extension is \$5,000 in any one occurrence;

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- c. Trees, shrubs and plants (other than "stock" of trees, shrubs or plants). The most we will pay for loss or damage, including debris removal expense, under this Extension is \$50,000 for any one occurrence, but not more than \$1,000 for any one tree, shrub or plant;
- d. Lawns, but only with regard to the following items: fairways, greens, tees, rough areas, or any other area which constitutes the playing field and/or golf course. The most we will pay for loss or damage, including debris removal expense, under this Extension is \$50,000 for any one occurrence;
- e. Roadways or walks. The most we will pay for loss or damage under this Extension is \$25,000 for any one occurrence;
- f. Ball washers, benches, water coolers, hole markers, cups, flags and tee boxes on the golf course. The most we will pay for loss or damage under this Extension is \$15,000 for any one occurrence;

but only for loss caused by or resulting from the following causes of loss and only if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Windstorm;
- (5) Hail;
- (6) Smoke;
- (7) Aircraft or vehicles;
- (8) Riot or civil commotion;
- (9) Vandalism;
- (10) "Sinkhole collapse";
- (11) Volcanic action;
- (12) Falling objects; or
- (13) Weight of snow, ice or sleet; and

- g. Underground sprinkler systems, including their lead-in and support wiring. The most we will pay for loss or damage under this Extension is \$20,000 in any one occurrence. This Extension is only applicable to loss caused by or resulting from the Covered Causes Of Loss 5.f.(1) through 5.f.(11).

**5. Accounts Receivable** is added as follows:

- a. You may extend the insurance that applies to Your Business Personal Property to accounts receivable. We will pay:
  - (1) All amounts due from your customers that you are unable to collect;
  - (2) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
  - (3) Collection expenses in excess of your normal collection expenses that are made necessary by loss or damage; and
  - (4) Other reasonable expenses that you incur to reestablish your records of accounts receivable;

that result from direct physical loss or damage by any Covered Cause of Loss to your records of accounts receivable.

- b. The most we will pay under this Extension for loss or damage in any one occurrence at each described premises is \$5,000.

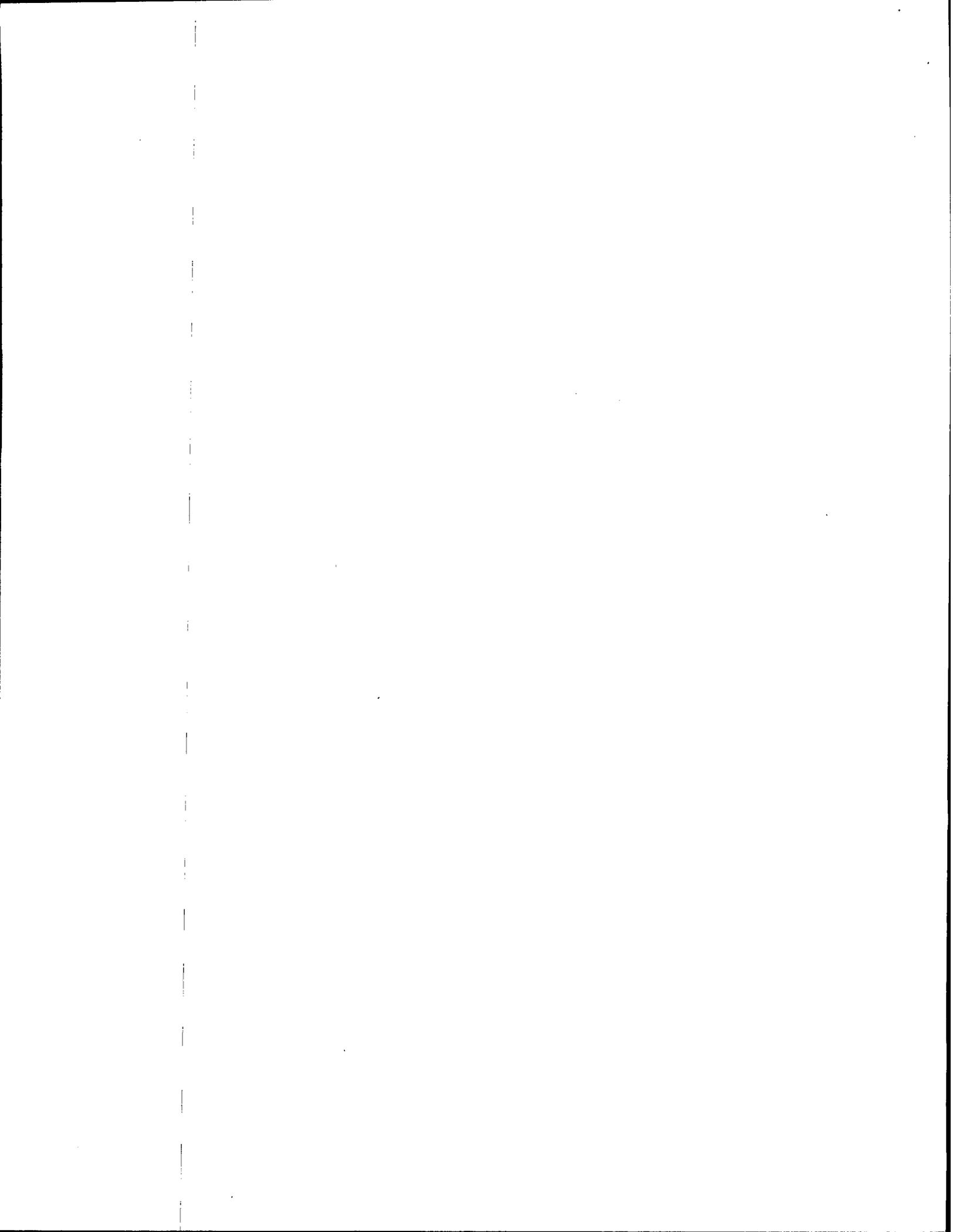
For accounts receivable not at described premises, the most we will pay is \$1,500 in any one occurrence.

- c. To the extent that coverage for accounts receivable is provided under this Extension, the provisions of **Property Not Covered** in the **Coverage** Section do not apply.

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**II. Changes To The Causes Of Loss – Special Form**

- A. The **Ordinance Or Law** exclusion in the **Exclusions** Section does not apply to the **Ordinance Or Law – Equipment Coverage** Additional Coverage in Section I of this endorsement.
- B. The **Mechanical Breakdown** exclusion in the **Exclusions** Section does not apply to loss or damage to "computers".



C. The paragraph referencing the excluded Causes of Loss to personal property in the **Exclusions** Section is replaced by the following:

We will not pay for loss or damage caused by or resulting from the following Causes of Loss to personal property:

1. Dampness or dryness of atmosphere, or changes in or extremes of temperature, unless such conditions result from physical damage caused by a Covered Cause of Loss to an air conditioning unit or system, including equipment and parts, which is part of, or used with, "computers"; or

2. Marring or scratching.

But if an excluded Cause of Loss that is listed in Paragraph 1. or 2. above results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

D. The following exclusions are added to the **Exclusions** Section and apply only to coverage for "computers":

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

**a. Errors Or Omissions**

Errors or omissions in processing, recording or storing electronic data on "computers".

However, we will pay for direct loss or damage caused by resulting fire or explosion if these Causes of Loss would be covered by this policy.

**b. Electrical Disturbance**

Electrical or magnetic injury, disturbance or erasure of electronic recordings.

However, we will pay for direct loss or damage caused by lightning.

**c. Computer-related Losses**

The failure, malfunction or inadequacy of:

(1) Any of the following, whether belonging to any insured or to others:

(a) "Computer" hardware, including microprocessors;

(b) "Computer" application software;

(c) "Computer" operating systems and related software;

(d) "Computer" networks;

(e) Microprocessors ("computer" chips) not part of any "computer" system; or

(f) Any other computerized or electronic equipment or components; or

(2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph c.(1) above;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times.

**d. Computer Advice Or Consultation**

Any advice, consultation, design, evaluation, inspection, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for any potential or actual problems described in Exclusion c. above.

2. If an excluded Cause of Loss as described in Exclusion b., c. or d. above results in a "specified cause of loss", or in elevator collision resulting from mechanical breakdown, we will pay only for the loss or damage caused by such "specified cause of loss" or elevator collision. We will not pay for repair, replacement or modification of any items in Exclusion c. above to correct any deficiencies or change any features.

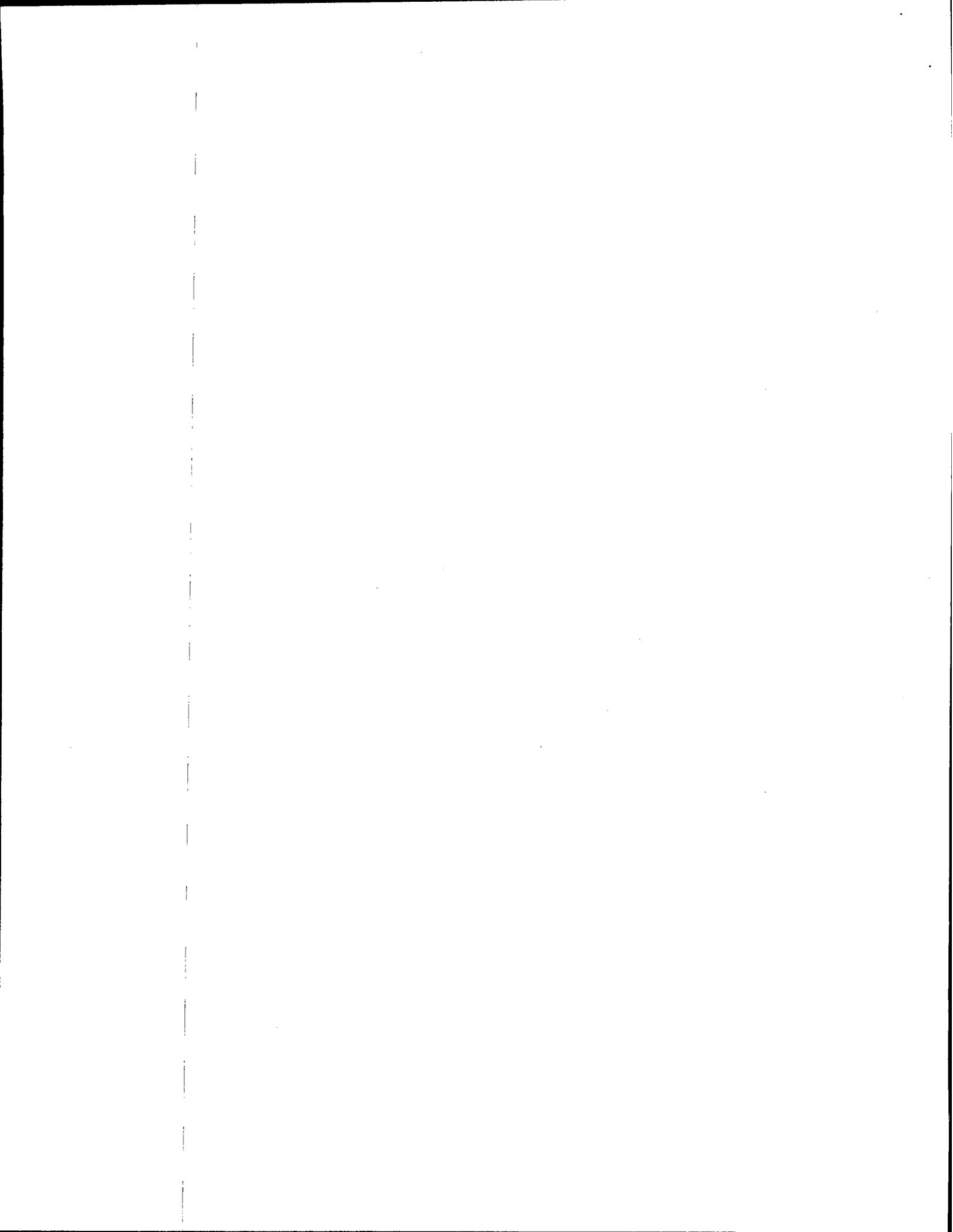
E. The **Exclusions** Section does not apply to the **Employee Dishonesty** Additional Coverage in Section I of this endorsement, except for the following exclusions:

1. Governmental Action;
2. Nuclear Hazard; and
3. War And Military Action.

F. The **Exclusions** Section and **Limitations** Section do not apply to the **Outdoor Signs** Additional Coverage in Section I of this endorsement, except for the following exclusions:

1. Governmental Action;
2. Nuclear Hazard;
3. War And Military Action;
4. Wear and tear;
5. Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself; and

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6. Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.

G. The Exclusions Section does not apply to the **Valuable Papers And Records (Other Than Electronic Data)** or the **Accounts Receivable Coverage Extensions** in Section I of this endorsement, except for the following exclusions:

1. Governmental Action;
2. Nuclear Hazard;
3. War And Military Action;
4. Computer-related Losses;
5. Computer Advice Or Consultation;
6. Wear and tear;
7. Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
8. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more;
9. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
  - a. You do your best to maintain heat in the building or structure; or
  - b. You drain the equipment and shut off the supply if the heat is not maintained; and

10. We will not pay for loss or damage caused by or resulting from any of the following Paragraphs a. through c. But if an excluded Cause of Loss that is listed in Paragraphs a. through c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in any of the following exclusions to produce the loss or damage:

- (1) Ordinance Or Law;
- (2) Earth Movement;
- (3) Governmental Action;
- (4) Nuclear Hazard;
- (5) Utility Services;
- (6) War And Military Action;

(7) Water; and

(8) "Fungus", Wet Rot, Dry Rot And Bacteria.

b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, siting;

(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;

of part or all of any property on or off the described premises.

H. The following additional exclusions apply to the **Accounts Receivable Coverage Extension** only:

We will not pay for:

1. Loss or damage caused by or resulting from alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of "money", "securities" or other property.

This exclusion applies only to the extent of the wrongful giving, taking or withholding.

2. Loss or damage caused by or resulting from bookkeeping, accounting or billing errors or omissions.
3. Any loss or damage that requires any audit of records or any inventory computation to prove its factual existence.

I. Under the **Additional Coverage Extension for Property In Transit**, the most we will pay for loss or damage is increased to \$10,000 unless a different Limit of Insurance for property in transit is shown in the Declarations.

### III. Changes To The Commercial General Liability Coverage Part

The **Who Is An Insured** Section is amended to include as an insured:

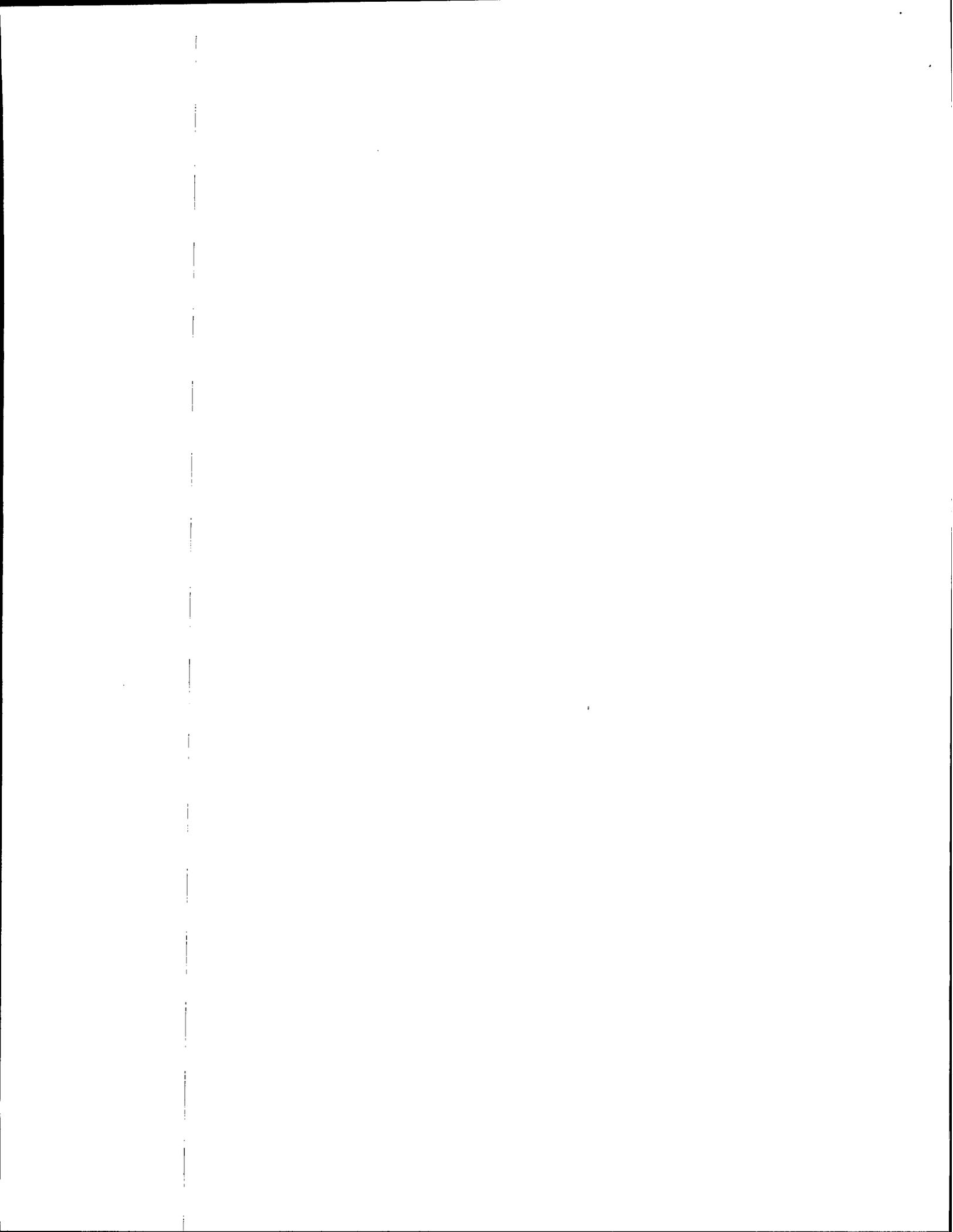
A. Any of your members, but only with respect to their liability for your activities or activities they perform on your behalf; and

B. Any person(s) using or legally responsible for the use of golfmobiles loaned or rented to others by you or any of your concessionaires but only for their liability arising out of the use of the golfmobiles.

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#### IV. Definitions

##### A. "Computer" means:

1. Your programmable electronic equipment that is used to store, retrieve and process electronic data. It includes their component parts and dedicated air conditioning, fire suppression equipment and electrical equipment used exclusively in your "computer" operations; and
2. Associated peripheral equipment that provides communication, including input and output functions such as printing or auxiliary functions such as electronic data transmission.

It does not include electronic data and media.

##### B. "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.

##### C. "Employee":

1. As respects the coverage provided under Section I of this endorsement for Money And Securities and Employee Dishonesty only, "employee" means:

###### a. Any natural person:

- (1) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to theft or any other dishonest act committed by the "employee";
- (2) Who you compensate directly by salary, wages or commissions; and
- (3) Who you have the right to direct and control while performing services for you;

###### b. Any natural person who is furnished temporarily to you:

- (1) To substitute for a permanent "employee" as defined in Paragraph 1.a., who is on leave; or
- (2) To meet seasonal or short-term work load conditions;

while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises";

###### c. Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph 1.b.;

###### d. Any natural person who is a former "employee", partner, "member", "manager", director or trustee retained as a consultant while performing services for you;

###### e. Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the "premises";

###### f. Any "employee" of an entity merged or consolidated with you prior to the effective date of this insurance; or

###### g. Any of your "managers", directors or trustees while:

###### (1) Performing acts within the scope of the usual duties of an "employee"; or

###### (2) Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf.

2. As respects the coverage provided under Section I of this endorsement for Money And Securities and Employee Dishonesty only, "employee" does not mean:

###### a. Any agent, broker, factor, commission merchant, consignee or independent contractor; or

###### b. A representative of the same general character as in Paragraph C.2.a., unless such representative is specified in Paragraph C.1.

##### D. "Forgery" means the signing of the name of another person or organization with intent to deceive. It does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.

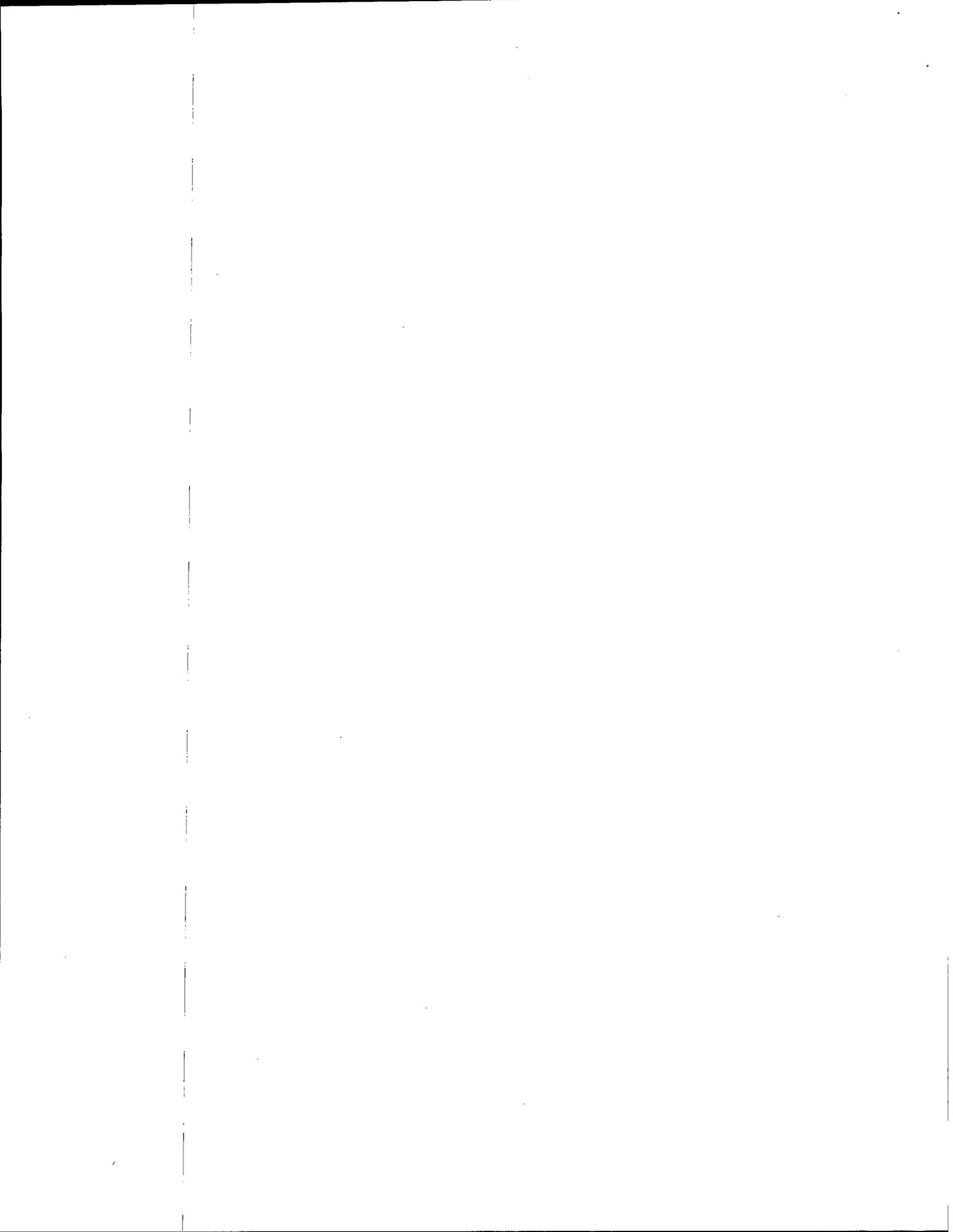
##### E. "Manager", as respects the coverage provided under Section I of this endorsement for Employee Dishonesty only, means a person serving in a directorial capacity for a limited liability company.

##### F. "Member", as respects the coverage provided under Section I of this endorsement for Employee Dishonesty only, means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager".

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**G. "Money" means:**

1. Currency, coins and bank notes in current use and having a face value; and
2. Travelers checks, register checks and money orders held for sale to the public.

**H. "Occurrence":**

1. As respects the coverage provided under Section I of this endorsement for Money And Securities only, "occurrence" means:
  - a. An individual act;
  - b. The combined total of all separate acts whether or not related; or
  - c. A series of acts whether or not related; committed by a person acting alone or in collusion with other persons, or not committed by any person, during the policy period shown in the Declarations, before such policy period or both.
2. As respects the coverage provided under Section I of this endorsement for Computer Fraud and Money Orders And Counterfeit Money only, "occurrence" means:
  - a. An individual act or event;
  - b. The combined total of all separate acts or events whether or not related; or
  - c. A series of acts or events whether or not related; committed by a person acting alone or in collusion with other persons, or not committed by any person, during the policy period shown in the Declarations, before such policy period or both.
3. As respects the coverage provided under Section I of this endorsement for Forgery Or Alteration only, "occurrence" means:
  - a. An individual act;

b. The combined total of all separate acts whether or not related; or

c. A series of acts whether or not related; committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the policy period shown in the Declarations, before such policy period or both.

**4. As respects the coverage provided under Section I of this endorsement for Employee Dishonesty only, "occurrence" means:**

- a. An individual act;
- b. The combined total of all separate acts whether or not related; or
- c. A series of acts whether or not related; committed by an "employee" acting alone or in collusion with other persons, during the policy period shown in the Declarations, before such policy period or both.

**I. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:**

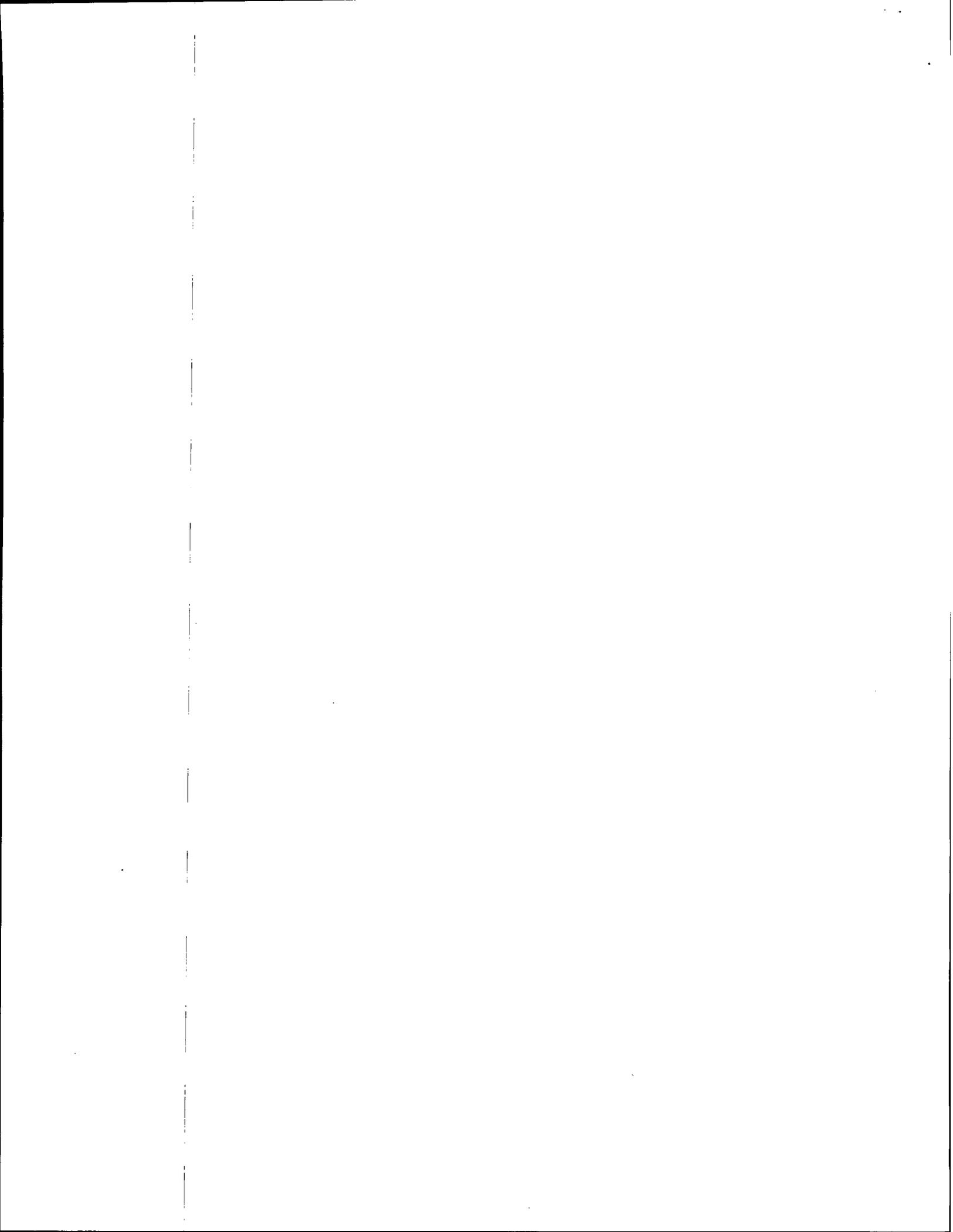
1. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
2. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GOLF COURSES – EQUIPMENT BREAKDOWN PROTECTION COVERAGE

This endorsement modifies insurance provided under the following:

### COMMERCIAL PROPERTY COVERAGE PART

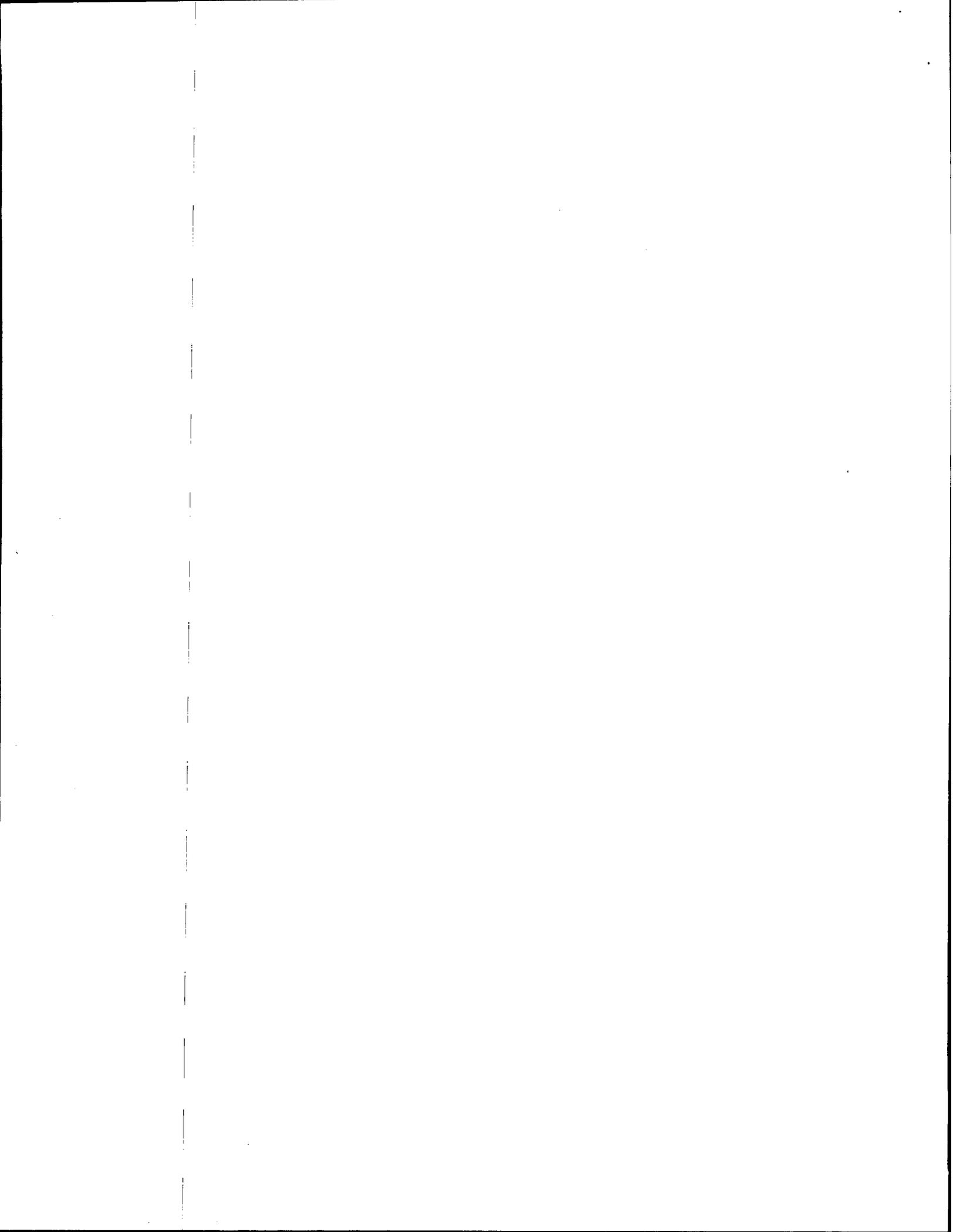
This endorsement is subject to all the provisions of the Building And Personal Property Coverage Form, Causes Of Loss – Special Form and, if attached to and made a part of this policy, the Business Income (And Extra Expense) Coverage Form, except as otherwise provided in this endorsement. All numbers and letters used to designate paragraphs in this endorsement are specific to this endorsement only. They do not reference paragraphs in the Commercial Property Coverage Part.

- A.** We will pay for direct loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from a mechanical breakdown or electrical failure to pressure, mechanical or electrical machinery and equipment.
- B.** The following exclusions in the **Exclusions** Section of the Causes Of Loss – Special Form do not apply:
1. The artificially generated electrical current exclusion;
  2. The mechanical breakdown exclusion; and
  3. The exclusion relating to explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control.
- C.** The following limitations in the **Limitations** Section of the Causes Of Loss – Special Form do not apply:
1. The limitation relating to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; and
  2. The limitation relating to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
- D.** The following provisions are added to the **Deductible** Section of the Building And Personal Property Coverage Form as respects Equipment Breakdown Protection Coverage under this endorsement:
1. We will not pay for loss or damage (hereinafter referred to as loss) in any one occurrence until the amount of loss exceeds the deductible shown in the Declarations for Equipment Breakdown Protection Coverage for any loss to Covered Property caused by mechanical breakdown or electrical failure.
  2. If a deductible is shown in the Declarations for Equipment Breakdown Protection Coverage, we will first subtract the deductible amount from any loss we would otherwise pay. We will then pay the amount of loss in excess of the deductible up to the applicable Limit of Insurance.
  3. If no deductible is shown in the Declarations for Equipment Breakdown Protection Coverage, the provisions of the Deductible Section of the Building And Personal Property Coverage Form apply.
  4. If two or more deductibles apply to a loss involving both a cause of loss covered in this endorsement and another cause of loss covered in this policy for a single occurrence, then the total amount to be deducted will be only the largest of the applicable deductibles.

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E. If Business Income (And Extra Expense) Coverage is provided by this policy, the following provisions apply:

1. If the 72-hour time period in the definition of "period of restoration" and the Civil Authority Additional Coverage in the Business Income (And Extra Expense) Coverage Form (hereinafter referred to as waiting period) is amended for Equipment Breakdown Protection Coverage as shown in the Declarations, we will not pay for any Business Income loss that occurs during the consecutive number of hours shown as the waiting period in the Declarations immediately following a mechanical breakdown or electrical failure. As respects the coverage provided by this endorsement, any waiting period shown in the Declarations for Equipment Breakdown Protection Coverage supersedes any waiting period otherwise applicable to the Business Income Coverage provided by this policy.
2. If no waiting period is shown in the Declarations for Equipment Breakdown Coverage Protection, the provisions of the Business Income (And Extra Expense) Coverage Form apply.
3. If two or more waiting periods apply to a loss involving both a cause of loss covered in this endorsement and another cause of loss covered in this policy for a single occurrence, then the waiting period to be applied will be only the longest of the applicable waiting periods.

F. Mechanical breakdown or electrical failure to pressure, mechanical or electrical machinery and equipment does not mean any:

1. Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification;
2. Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
3. Damage to any vacuum tube, gas tube or brush; or
4. The functioning of any safety or protective device.

G. The provisions of this coverage shall not increase any amount or Limit of Insurance that is otherwise provided in this policy.

H. Whenever any covered pressure, mechanical or electrical machinery and equipment is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss from a mechanical breakdown or electrical failure to that pressure, mechanical or electrical machinery and equipment. This can be done by delivering or mailing a written notice of suspension to:

1. Your last known address; or
2. The address where the pressure, mechanical or electrical machinery and equipment is located.

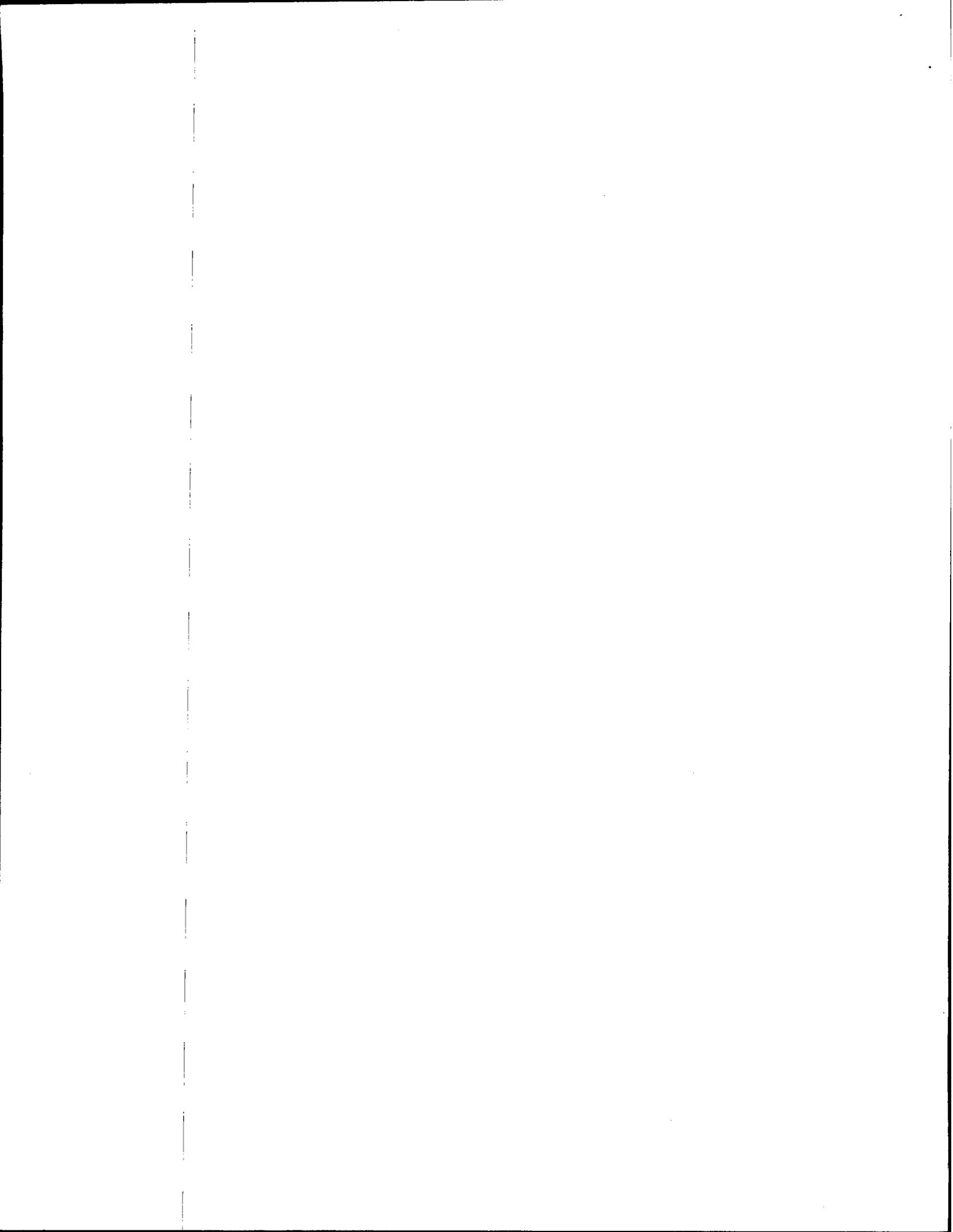
Once suspended in this way, your insurance can be reinstated only by an endorsement for that Covered Property.

If we suspend your insurance, you will get a pro rata refund of premium for that Covered Property. But the suspension will be effective even if we have not yet made or offered a refund.

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POLICY NUMBER:

MARKET SEGMENTS  
MS GC 03 08 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GOLF COURSES – SUSPENSION/REINSTATEMENT OF COVERAGE

This endorsement modifies insurance provided under the following:

GOLF COURSES – EQUIPMENT BREAKDOWN PROTECTION COVERAGE ENDORSEMENT

### SCHEDULE

<input type="checkbox"/> Suspension <input type="checkbox"/> Reinstatement
Premises:
Description Of Covered Property:
Effective Date:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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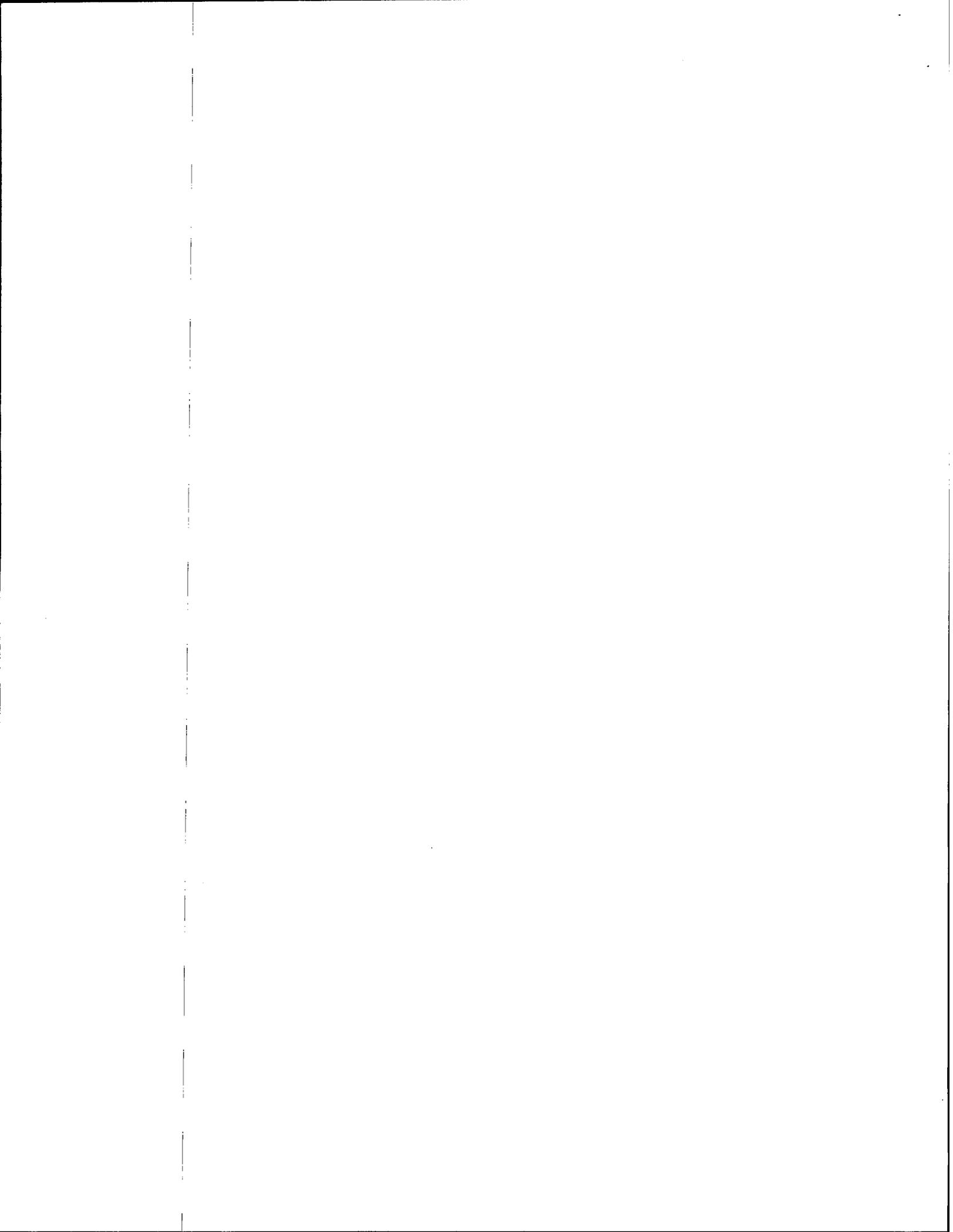
#### A. Suspension

If Suspension is indicated in the Schedule, all coverage has been suspended on the effective date for the Covered Property described in the Schedule and located at the premises shown in the Schedule in accordance with the notice provided to you described in the terms of Paragraph H. of the Equipment Breakdown Protection Coverage Endorsement.

#### B. Reinstatement

If Reinstatement is indicated in the Schedule, all coverage is reinstated on the effective date for the Covered Property described in the Schedule and located at the premises shown in the Schedule in accordance with the terms of Paragraph H. of the Equipment Breakdown Protection Coverage Endorsement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GOLF COURSES – HIRED AUTO AND NON-OWNED AUTO LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Coverage	Limit Of Insurance Per "Occurrence"	Premium
Hired Auto Liability Insurance	\$	\$
Non-owned Auto Liability Insurance	\$	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

This endorsement is subject to all of the provisions of the Commercial General Liability Coverage Part, except as otherwise provided in this endorsement. All numbers and letters used to designate paragraphs in this endorsement are specific to this endorsement only. They do not reference paragraphs in the Commercial General Liability Coverage Part. Insurance is provided only with respect to those coverages for which a specific Limit of Insurance and Premium are shown in the Schedule of this endorsement.

#### A. Hired Auto Liability

The insurance provided under the **Bodily Injury And Property Damage Liability** Coverage applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

#### B. Non-owned Auto Liability

The insurance provided under the **Bodily Injury And Property Damage Liability** Coverage applies to "bodily injury" or "property damage" arising out of the use of a "non-owned auto" by any person in the course of your business.

#### C. Changes In Exclusions

With respect to the insurance provided by this endorsement:

1. The following **Bodily Injury And Property Damage Liability** exclusions do not apply:
  - a. Contractual Liability;
  - b. Liquor Liability;
  - c. Employer's Liability;
  - d. Aircraft, Auto Or Watercraft;
  - e. Mobile Equipment;
  - f. Damage To Property;
  - g. Damage To Your Product;
  - h. Damage To Your Work;
  - i. Damage To Impaired Property Or Property Not Physically Injured; and
  - j. Recall Of Products, Work Or Impaired Property.

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2. The following **Bodily Injury And Property Damage Liability** exclusions are added:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

- b. "Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay the damages because of the injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) "Bodily injury" to domestic "employees" not entitled to workers' compensation benefits.

- c. "Property damage" to:

- (1) Property owned or being transported by, or rented or loaned to, the insured; or
- (2) Property in the care, custody or control of the insured.

**D. Who Is An Insured**

For the purposes of this endorsement only, the **Who Is An Insured** Section is replaced by the following:

**WHO IS AN INSURED**

1. Each of the following is an insured under this insurance to the extent set forth below:

- a. You.
- b. Any other person using a "hired auto" with your permission.
- c. With respect to a "non-owned auto", any partner or "executive officer" of yours, but only while such "non-owned auto" is being used in your business.
- d. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under Paragraph a., b. or c. above.

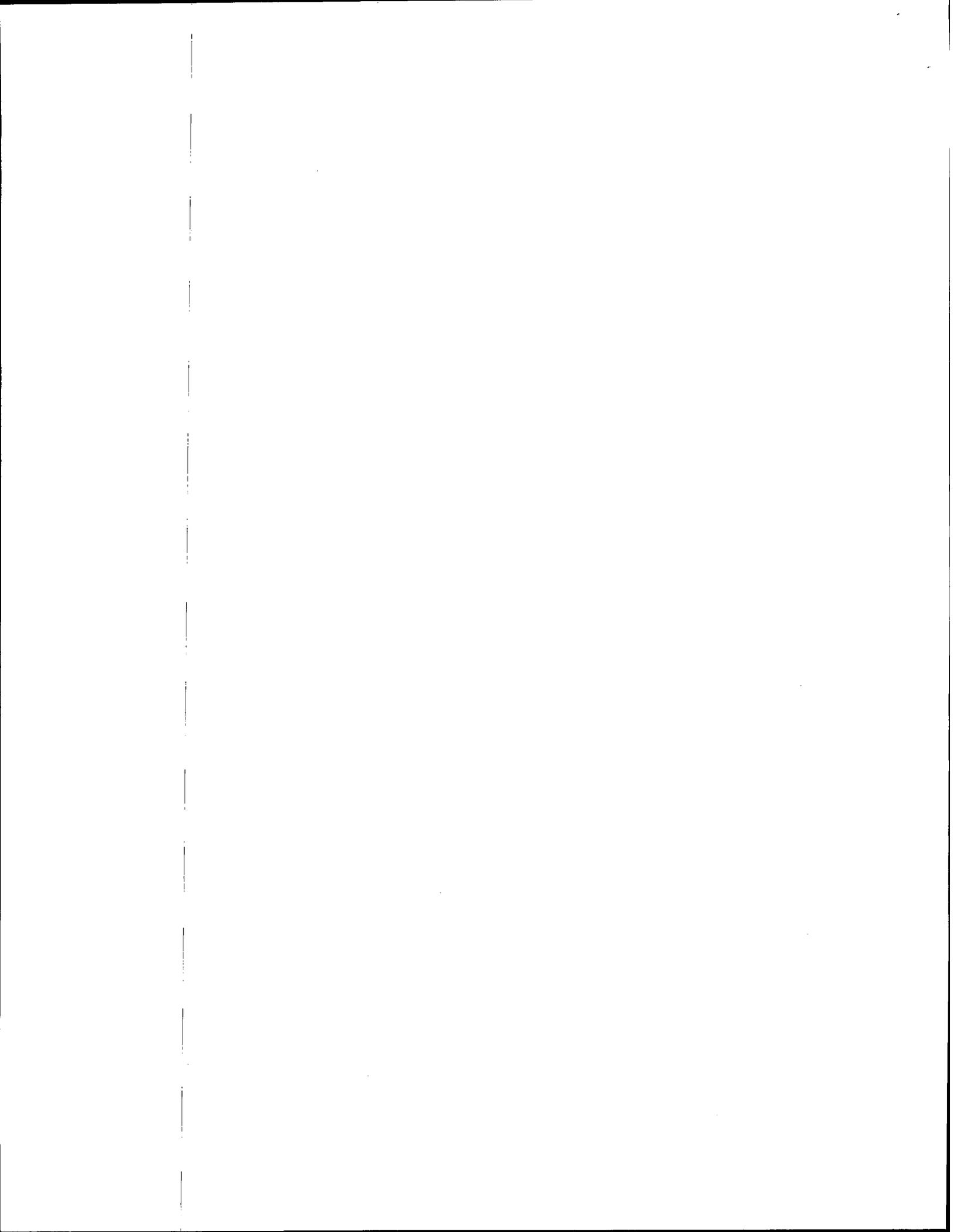
2. None of the following is an insured:

- a. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-employee of such person injured in the course of employment;
- b. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
- c. Any person while employed in or otherwise engaged in performing duties related to the conduct of an "auto business", other than an "auto business" you operate;
- d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee;
- e. Any person or organization with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

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## **MS GC 09 Golf Courses – Restaurants And Refreshment Stands**

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### **Introduction**

This endorsement has been created to provide coverage for exposures inherent to restaurants and/or refreshment stands owned by the insured and operating on the insured's golf course.

### **Explanation of Coverages**

The property coverage enhancements to the Building and Personal Property Coverage Form are included in Section I of the endorsement. These changes include newly added coverages for:

- ◆ Brands and labels – A \$25,000 per occurrence limit is provided for costs associated with loss or damage to branded or labeled merchandise.
- ◆ Spoilage – A limit of \$25,000 per occurrence is provided for the loss of perishable stock as a result of specified perils. This limit may be increased in accordance with Rule 8. Endorsements, which is introduced in companion rules filing MS-2008-RGCRU.

The property coverage enhancements to the Business Income (And Extra Expense) Coverage Form are included in Section II of the endorsement. These changes include newly added coverages for:

- ◆ Business income and extra expense from dependent properties – A \$10,000 per occurrence limit is provided for the actual loss of business income sustained and extra expense incurred as the result of the necessary suspension of business operations because of direct loss or damage to a dependent property. This limit may be increased in accordance with Rule 8. Endorsements, which is introduced in companion rules filing MS-2008-RGCRU.
- ◆ Food contamination – Limits of \$10,000 for extra expenses, \$10,000 for business income, and \$5,000 for additional advertising expenses are provided if the named insured's business is ordered closed by the Board of Health or any other governmental authority as a result of the discovery or suspicion of food contamination. These limits may be increased in accordance with Rule 8. Endorsements, which is introduced in companion rules filing MS-2008-RGCRU.

Section **III** of **MS GC 09** changes the exclusions and limitations in the Causes of Loss – Special Form with respect to business income and extra expense from dependent properties and spoilage. Also, the Limitations Section is amended to increase coverage for furs, fur garments and garments trimmed with fur to \$10,000; and revise the limitation pertaining to payment for loss of or damage to fragile articles to state that it does not apply with respect to the breakage of chinaware.

Section **IV** of **MS GC 09** modifies the provisions of the Commercial General Liability Coverage Part to add coverage for:

- ◆ Service errors and omissions – Coverage is provided for errors and omissions in providing facilities, goods or services, including failure to deliver or misdelivery of items sold by the restaurant or refreshment stand. A \$10,000 annual aggregate limit is provided, subject to a \$250 per loss deductible.
- ◆ Merchandise withdrawal expense – Coverage is provided for costs associated with merchandise withdrawal, including notifications, overtime, transportation, storage space and/or disposal. A \$25,000 annual aggregate limit is provided, subject to a \$250 per loss deductible.

Section **V** of **MS GC 09** amends the Definitions Section to include certain words and phrases used in the endorsement.

## **New Form(s)**

**MS GC 09 08 09** Golf Courses – Restaurants And Refreshment Stands

# MS GC 10 Golf Courses – Pesticide Or Herbicide Applicator Coverage

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## Introduction

This endorsement has been created to provide coverage in the General Liability Coverage Part for bodily injury or property damage due to pesticide or herbicide application by an employee of the insured while operating on the insured's golf course.

## Explanation of Coverages

This endorsement provides coverage for bodily injury or property damage as a result of the application of herbicides or pesticides by an insured or an insured's employees conducted on the insured's premises.

The endorsement specifies that, for coverage to apply:

- ◆ The application of herbicides or pesticides are by an insured or an insured's employees on lawns, greens and/or tees under the insured's regular care;
- ◆ The operations are conducted by the insured or an employee of the insured on premises owned or rented by the insured; and
- ◆ The operations meet all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government having application to those operations.

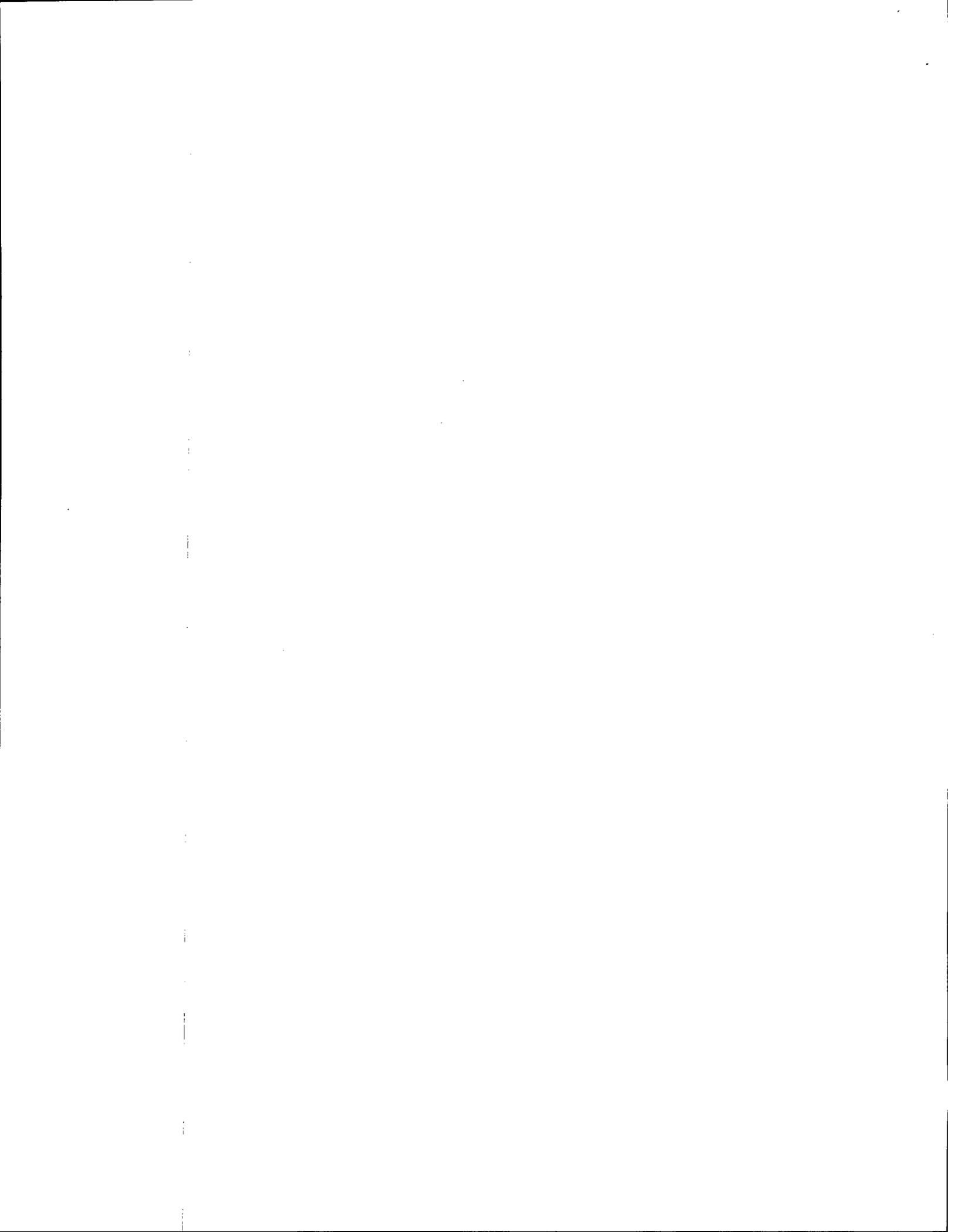
This endorsement excludes coverage for:

- ◆ Intentional error or intentional failure to provide any services;
- ◆ Intentional error or intentional improper or excessive application of pesticides and/or herbicides; and
- ◆ Personal and advertising injury.

The rating of this endorsement is explained in Rule 8. Endorsements, which is introduced in companion rules filing MS-2008-RGCRU.

## New Form

MS GC 10 08 09 Golf Courses – Pesticide Or Herbicide Applicator Coverage



## **MS GC 12 Golf Courses – Scheduled Mobile Equipment Property Coverage**

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### **Introduction**

Currently, mobile equipment is included under the Building And Personal Property Coverage Form for Business Personal Property. This endorsement provides a method to schedule specific mobile equipment.

### **Explanation of Coverages**

The endorsement allows the insured to schedule specific pieces of mobile equipment. Coverage for such scheduled mobile equipment will be subject to the limit shown on the Schedule.

The rating of this coverage is explained in Rule 8. Endorsements, which is introduced in companion rules filing MS-2008-RGCRU.

### **New Form**

**MS GC 12 08 09** Golf Courses – Scheduled Mobile Equipment Property  
Coverage

## **MS GC 13 Golf Courses – Hole-In-One Prize Indemnification Coverage**

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### **Introduction**

This endorsement has been created to provide coverage under the General Liability Coverage Form for hole-in-one prizes and awards offered by the golf course in the event the prize or award is won by a participant in a contest conducted on the insured's golf course.

### **Explanation of Coverages**

This endorsement provides coverage for a "prize indemnification event" as defined in the endorsement. The definition specifies that the event must be held on the insured's premises with the winner receiving money or other valuable award. The event must have established award procedures which are to be attached to the endorsement, and a schedule is provided for information to be entered.

The rating of this coverage is explained in Rule 8. Endorsements, which is introduced in companion rules filing MS-2008-RGCRU.

### **New Form**

**MS GC 13 08 09** Golf Courses – Hole-In-One Prize Indemnification Coverage

## **MS GC 14 Golf Courses – Distilled Spirits And Wines Market Value**

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### **Introduction**

This endorsement has been created to provide an alternate valuation method to the Valuation Loss Condition of the Building And Personal Property Coverage Form. In this way, both distilled spirits and wines can be valued at their market value as of the time of the loss while held on the insured's premises.

### **Explanation of Coverages**

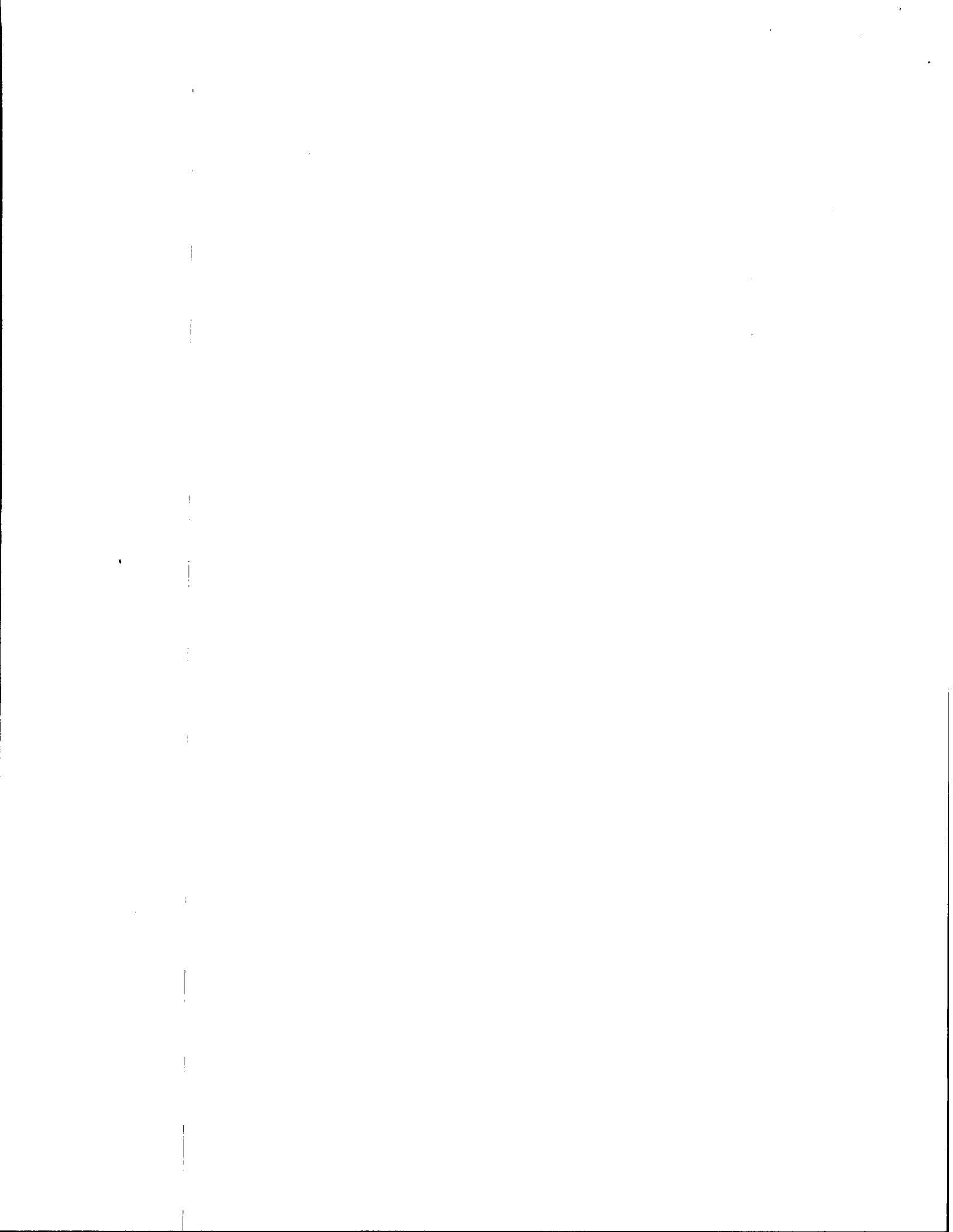
This endorsement provides a schedule for the insured to enter the estimated value of bottled distilled spirits and/or bottled wine products held for sale or use on the insured's premises. The location of the spirits or wines can also be entered in the Schedule.

The valuation for both distilled spirits and bottled wine is for the price the stock could have been sold for had no loss occurred, less any discounts and expenses the insured would have otherwise had. The provisions of the Building And Personal Property Coverage Form apply to any loss under this endorsement.

The endorsement also adds a definition of "bottled winery products" to the Building And Personal Property Coverage Form.

### **New Form**

**MS GC 14 08 09 Golf Courses – Distilled Spirits And Wines Market Value**



## Section III – Golf Courses Supplemental Schedule (MS GC DS)

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In this Section we are providing, for informational purposes only, a copy of the Golf Courses Supplemental Schedule **MS GC DS**. This Schedule has been created to provide for the appropriate modifications of the Declarations used with the Commercial Property and Commercial General Liability Coverage Parts to accommodate the writing of the Golf Courses Market Segments Program. The Schedule will be made available to insurers for their use in issuing policies for guidance in developing their own Supplemental Schedule.

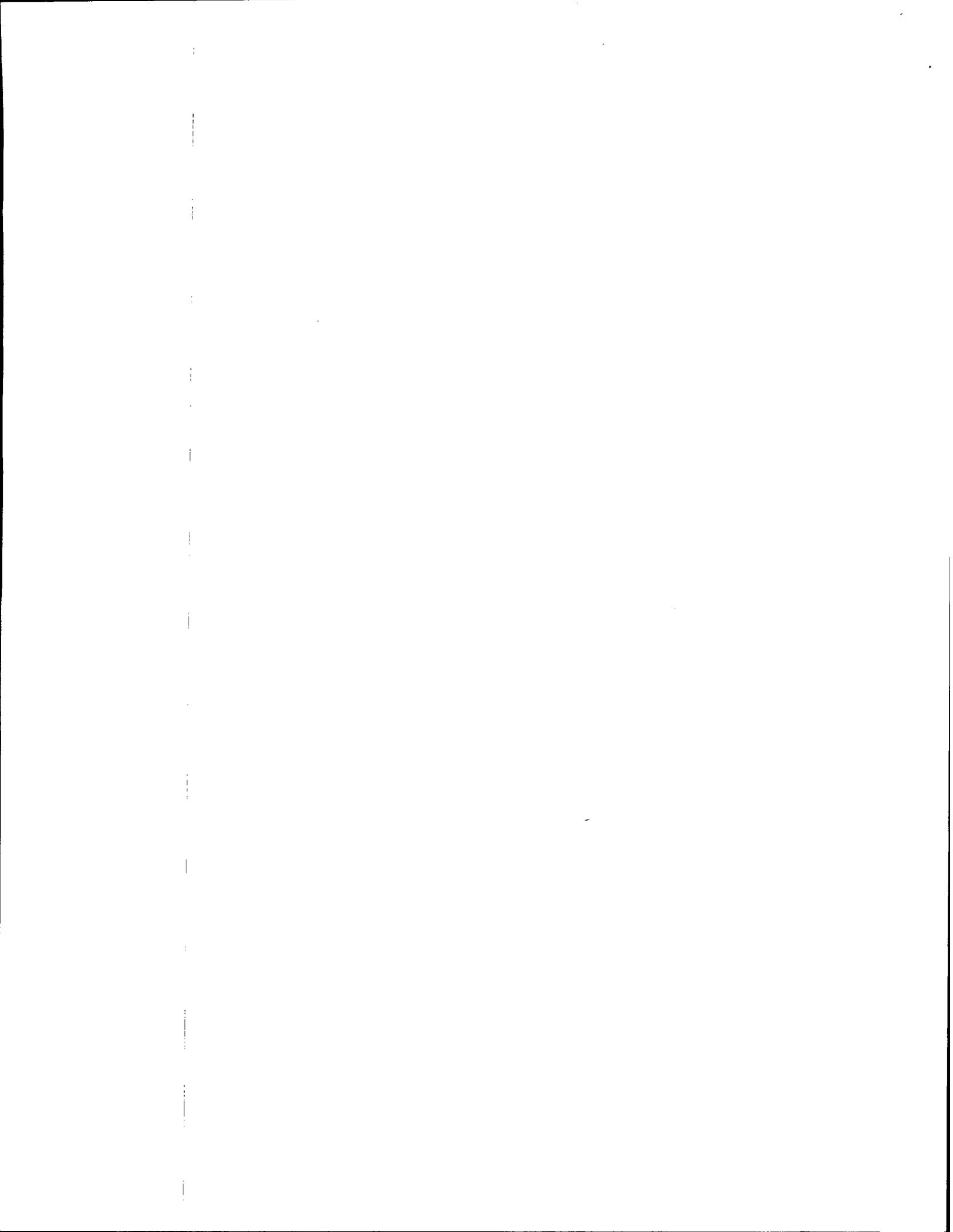
### Introduction

This Schedule allows for necessary entries relating to:

- ◆ Optional limits of coverage for one or more of the following coverages contained in Golf Courses Endorsement **MS GC 01**:
  - Money and securities;
  - Computer fraud;
  - Money orders and counterfeit money;
  - Forgery or alteration;
  - Outdoor signs;
  - Employee dishonesty;
  - Guest's property;
  - Personal effects and property of others; and
  - Valuable papers and records (other than electronic data).

In addition to the coverages listed above, a blank entry allows insurers to provide a higher limit on another coverage, if they so choose.

- ◆ Hired auto and non-owned auto liability coverage;
- ◆ Loss or damage to guests' autos (legal liability coverage);
- ◆ Loss or damage to guests' autos (direct primary coverage);
- ◆ Fine arts coverage;
- ◆ Spoilage coverage and food contamination coverage (under the Restaurants And Refreshment Stands Endorsement);
- ◆ Equipment breakdown protection coverage; and
- ◆ Forms applicable to specific premises/coverages.



The use of this Schedule will avoid the need for an insurer writing the Golf Courses Program to revise and reprint stock of either the Commercial Property or Commercial General Liability Declarations.

## **New Form**

**MS GC DS 08 09** Golf Courses Supplemental Schedule

## Section IV – New Market Segments – Golf Courses Endorsements And Supplemental Schedule

This section contains a complete copy of the new Market Segments – Golf Courses endorsements and Supplemental Schedule.

Form Number	Form Title
MS GC 01 08 09	Golf Courses
MS GC 02 08 09	Golf Courses – Equipment Breakdown Protection Coverage
MS GC 03 08 09	Golf Courses – Suspension/Reinstatement Of Coverage
MS GC 04 08 09	Golf Courses – Hired Auto And Non-Owned Auto Liability Insurance
MS GC 05 08 09	Golf Courses – Loss Or Damage To Guests' Autos (Legal Liability Coverage)
MS GC 06 08 09	Golf Courses – Loss Or Damage To Guests' Autos (Direct Primary Coverage)
MS GC 07 08 09	Golf Courses – Service Errors And Omissions Coverage
MS GC 08 08 09	Golf Courses – Fine Arts Coverage
MS GC 09 08 09	Golf Courses – Restaurants And Refreshment Stands
MS GC 10 08 09	Golf Courses – Pesticide Or Herbicide Applicator Coverage
MS GC 12 08 09	Golf Courses – Scheduled Mobile Equipment Property Coverage
MS GC 13 08 09	Golf Courses – Hole-In-One Prize Indemnification Coverage
MS GC 14 08 09	Golf Courses – Distilled Spirits And Wines Market Value
MS GC DS 08 09	Golf Courses Supplemental Schedule

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **GOLF COURSES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART – BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
COMMERCIAL PROPERTY COVERAGE PART – CAUSES OF LOSS – SPECIAL FORM

The provisions of the Building And Personal Property Coverage Form, Causes Of Loss – Special Form and the Commercial General Liability Coverage Part apply except as otherwise provided in this endorsement. This endorsement applies only if the Coverage Forms and Coverage Part named above are all included in this policy. All numbers and letters used to designate paragraphs in this endorsement are specific to this endorsement only. They do not reference paragraphs in the Commercial Property or Commercial General Liability Coverage Parts.

### **I. Changes To The Building And Personal Property Coverage Form**

#### **A. The following is added to the Coverage Section:**

For the purposes of this endorsement only, premises includes all deeded and leased property on which the golf course resides.

#### **B. The following are added to Building in the Coverage Section:**

1. Above and below ground gasoline, diesel, kerosene or propane fuel storage tanks including their piping and connections pertaining thereto; and
2. Above and below ground gasoline, diesel, kerosene or propane fuel pumps and their electrical equipment.

With respect to the coverage provided by Paragraphs 1. and 2. above, underground pipes, flues or drains under **Property Not Covered** in the Coverage Section do not apply.

#### **C. The following are added to Property Not Covered in the Coverage Section:**

1. Property in storage away from the premises shown in the Declarations, except as provided in the Coverage Extensions of this endorsement;

2. Computers which are permanently installed in any aircraft, watercraft, motortruck or other vehicle.

#### **D. The following coverages are added to Additional Coverages in the Coverage Section:**

##### **1. Money And Securities**

- a. We will pay for loss of "money" and "securities" used in your business while at a bank or savings institution, within your living quarters or the living quarters of your partners or any "employee" having use and custody of the property, at the described premises, or in transit between any of these places.

- b. We will pay only for loss of "money" and "securities" resulting directly from:

- (1) Theft, meaning any act of stealing;
- (2) Disappearance; or
- (3) Destruction.

- c. We will not pay for loss:

- (1) Resulting from accounting or arithmetical errors or omissions;
- (2) Due to the giving or surrendering of property in any exchange or purchase; or
- (3) Of property contained in any money-operated device unless the amount of "money" deposited in it is recorded by a continuous reading instrument on the device.

- d. Unless different limits are shown in the Declarations for "money" and "securities", the most we will pay for loss in any one "occurrence" is:

- (1) \$10,000 for "money" and "securities" while:

- (a) In or on the described premises; or

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(b) Within a bank or savings institution; and

(2) \$5,000 for "money" and "securities" while anywhere else described in Paragraph 1.a. above.

e. You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.

f. To the extent that coverage for "money" and "securities" is provided under this Additional Coverage, the **Property Not Covered** Provisions in the **Coverage** Section do not apply.

## 2. Fire Extinguishing Systems Expense

a. We will pay:

(1) The cost of recharging or replacing, whichever is less, your fire extinguishers and fire extinguishing systems (including hydrostatic testing if needed) if they are discharged on or within 100 feet of the described premises; and

(2) For loss or damage to Covered Property if such loss or damage is the result of an accidental discharge of chemicals from a fire extinguisher or fire extinguishing system.

b. No coverage will apply if the fire extinguishing system is discharged during installation or testing.

c. The most we will pay under this Additional Coverage is \$5,000 in any one occurrence.

d. No deductible applies to this Additional Coverage.

## 3. Reward Payment

a. We will reimburse you for rewards paid as follows:

(1) Up to \$5,000 to an eligible person for information leading to the arrest and conviction of any person or persons committing a crime resulting in loss to Covered Property from a Covered Cause of Loss. However, we will pay no more than the lesser of the following amounts:

(a) Actual cash value of the Covered Property at the time of loss or damage, but not more than the amount required to repair or replace it; or

(b) The amount determined by the loss settlement procedure applicable to the returned Covered Property under the Loss Payment Condition.

(2) Up to \$5,000 to an eligible person for the return of stolen Covered Property, when the loss is caused by theft. However, we will pay no more than the lesser of the following amounts:

(a) Actual cash value based on the condition of the Covered Property at the time it is returned, but not more than the amount required to repair or replace it; or

(b) The amount determined by the loss settlement procedure applicable to the returned Covered Property under the Loss Payment Condition.

b. This Additional Coverage applies subject to the following conditions:

(1) An eligible person means that person designated by a law enforcement agency as being the first to voluntarily provide the information leading to the arrest and conviction or return of the stolen Covered Property, and who is not:

(a) You or any family member;

(b) Your employee or any of his or her family members;

(c) An employee of a law enforcement agency;

(d) An employee of a business engaged in property protection;

(e) Any person who had custody of the Covered Property at the time the theft was committed; or

(f) Any person involved in the crime.

(2) No reward will be reimbursed unless and until the person(s) committing the crime is (are) convicted or the Covered Property is returned.

(3) The lesser of the amount of the reward or \$5,000 is the most we will reimburse for loss under this Additional Coverage in any one occurrence.

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**4. Computer Fraud**

a. We will pay for loss of or damage to "money", "securities" and other property resulting directly from the use of any "computer" to fraudulently cause a transfer of that property from inside a building at the described premises or from any bank or similar safe depository:

- (1) To a person outside those premises;
- (2) To a place outside those premises.

b. The most we will pay under this Additional Coverage for loss or damage in any one "occurrence" is \$25,000 unless a different Limit of Insurance for computer fraud is shown in the Declarations.

c. With respect to this Additional Coverage, the following are added to the **Additional Conditions** Section:

- (1) We cover loss or damage commencing during the policy period shown in the Declarations and within the coverage territory.
- (2) The coverage territory is anywhere in the world.

**5. Money Orders And Counterfeit Money**

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

- a. Money orders issued by any post office, express company or bank that are not paid upon presentation; or
- b. "Counterfeit money" that is acquired during the regular course of business.

The most we will pay for any loss in any one "occurrence" under this Additional Coverage is \$2,500 unless a different Limit of Insurance for money orders and counterfeit money is shown in the Declarations.

**6. Forgery Or Alteration**

a. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that is:

- (1) Made or drawn by or drawn upon you; or
- (2) Made or drawn by one acting as your agent;

or that is purported to have been so made or drawn.

b. If you are sued for refusing to pay any instrument covered in Paragraph a. above, on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense.

c. We will treat mechanically reproduced facsimile signatures the same as handwritten signatures.

d. For the purpose of this coverage, check includes a substitute check as defined in the Check Clearing for the 21st Century Act and will be treated the same as the original it replaced.

e. The most we will pay for any loss in any one "occurrence", including legal expenses, under this Additional Coverage is \$2,500 unless a different Limit of Insurance for "forgery" or alteration is shown in the Declarations.

**7. Outdoor Signs**

a. We will pay for direct physical loss of or damage to all outdoor signs at the described premises:

- (1) Owned by you; or
- (2) Owned by others but in your care, custody or control.

b. The most we will pay under this Additional Coverage for loss or damage in any one occurrence is \$5,000 unless a different Limit of Insurance for outdoor signs is shown in the Declarations.

c. The provisions of this Additional Coverage supersede all other outdoor signs coverage references in the Building And Personal Property Coverage Form.

**8. Employee Dishonesty**

**a. Your Business Personal Property And Your Money And Securities**

We will pay for direct loss of or damage to Your Business Personal Property and your "money" and "securities" resulting from dishonest acts committed by any of your "employees" acting alone or in collusion with other persons (except you or your partners, "members" or "managers") with the manifest intent to:

- (1) Cause you to sustain loss or damage; and

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- (2) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
- (a) Any "employee"; or
  - (b) Any other person or organization.
- b. We will not pay for:
- (1) Loss or damage resulting from any dishonest or criminal act committed by:
    - (a) You, your partners, or your "members";
    - (b) Your "managers", directors, trustees, or authorized representatives; or
    - (c) Anyone to whom you entrust the property for any purpose; whether acting alone or in collusion with other persons.
  - (2) Loss or damage that is an indirect result of any act covered by this insurance including, but not limited to, loss or damage resulting from:
    - (a) Your inability to realize income that you would have realized had there been no loss of or damage to "money" or "securities";
    - (b) Payment of damages of any type for which you are legally liable. But we will pay compensatory damages arising directly from a loss covered under this insurance; or
    - (c) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.
  - (3) Expenses related to any legal action; or
  - (4) Loss or damage the only proof of which as to its existence or amount is one or both of the following:
    - (a) An inventory computation; or
    - (b) A profit and loss computation.
- c. The most we will pay under this Additional Coverage for loss or damage in any one "occurrence" is \$5,000 unless a different Limit of Insurance for employee dishonesty is shown in the Declarations.
- d. We will pay only for loss or damage you sustain through acts committed or events occurring during the policy period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.
- e. This Additional Coverage does not apply to loss caused by any "employee" after discovery by:
  - (1) You; or
  - (2) Any of your partners, officers, directors, trustees, "members" or "managers" not in collusion with the "employee";
 of any dishonest act committed by that "employee" before or after being hired by you.
- f. We will pay only for covered loss or damage discovered no later than one year from the end of the policy period.
- g. If you discover a loss or damage during the policy period that you (or any predecessor in interest) sustained during the period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Additional Coverage, provided:
  - (1) This Additional Coverage became effective at the time of cancellation or termination of the prior insurance; and
  - (2) The loss or damage would have been covered by this Additional Coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.
 Discovery also occurs when you receive notice of an actual or potential claim against you alleging facts that if true would constitute a covered loss under this Additional Coverage.
- h. The insurance under Paragraph g. above is provided within, and not in addition to, the Limit of Insurance applying to this Additional Coverage and is limited to the lesser of the amount recoverable under:
  - (1) This Additional Coverage as of its effective date; or

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- (2) The prior insurance, had it remained in effect.

**9. Ordinance Or Law – Equipment Coverage**

- a. Subject to Paragraph b., if a Covered Cause of Loss occurs to equipment that is Covered Property, we will pay the costs to repair or replace the equipment as required by law.
- b. If a Covered Cause of Loss occurs to refrigeration equipment that is Covered Property, we will pay:
  - (1) The cost to reclaim the refrigerant as required by law;
  - (2) The cost to retrofit the equipment to use a non-CFC refrigerant as required by the Clean Air Act of 1990, and any amendments thereto or any other similar laws; and
  - (3) The increased cost to recharge the system with a non-CFC refrigerant.
- c. The terms of this coverage apply separately to each piece of covered equipment.
- d. We will not pay under this Additional Coverage for the costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- e. Loss to the equipment will be determined as follows:
  - (1) If the replacement cost coverage applies and the equipment is repaired or replaced, on the same or another premises, we will not pay more than the lesser of:
    - (a) The amount you actually spend to repair the equipment, but not for more than the amount it would cost to replace the equipment with equipment of the same kind and quality; or
    - (b) The Limit of Insurance shown in the Declarations as applicable to the Building or Your Business Personal Property.

- (2) If the replacement cost coverage applies and the equipment is not repaired or replaced, or if the replacement cost coverage does not apply, we will not pay more than the lesser of:

- (a) The actual cash value of the equipment at the time of loss; or
- (b) The Limit of Insurance shown in the Declarations as applicable to the Building or Your Business Personal Property.

- (3) We will not pay for loss due to any ordinance or law that:

- (a) You were required to comply with before the loss, even if the equipment was undamaged; and
- (b) You failed to comply with.

- f. The **Coinsurance** Additional Condition does not apply to this coverage.

**10. Lock Replacement**

- a. We will pay for the cost to repair or replace locks at the described premises due to theft or other loss to keys.
- b. The most we will pay under this Additional Coverage for all loss or damage in any one occurrence is \$5,000.
- c. A per occurrence deductible of \$100 will apply.

**11. Artificially Generated Electrical Current**

We will pay for loss or damage to "computers" due to artificially generated electrical current if such loss or damage is caused by or results from:

- a. An occurrence that took place within 1,000 feet of the described premises; or
- b. Interruption of electric power supply, power surge, blackout or brownout if the cause of such occurrence took place within 1,000 feet of the described premises.

If such loss or damage as specified above exceeds in any one occurrence the applicable deductible shown in the Declarations, we will then pay the amount of loss or damage in excess of the deductible up to the applicable Limit of Insurance for the equipment.

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## 12. Guests' Property

### a. We will pay:

- (1) For loss of or damage to "guests' property" for which you are legally liable while the property is in a locker or other secured area inside a building at the described premises.
- (2) For loss of or damage to "guests' property" for which you are legally liable while the property is at the described premises.

If you are sued for refusing to pay for loss of or damage to "guests' property", and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay is in addition to the applicable Limit of Insurance shown in the Declarations.

### b. We will not pay for loss or damage:

- (1) Resulting from any dishonest or criminal act that you or any of your partners or members commit, whether acting alone or in collusion with other persons.
- (2) Resulting from liability you assume under any written agreement. However, this exclusion does not apply under Paragraph a.(2), to any written agreement entered into with a guest before the "occurrence" of any loss or damage that increases to an amount not exceeding \$1,000 any lesser amount you may otherwise be liable under any statute.
- (3) To property resulting from fire, however caused.
- (4) Under Paragraph a.(1), to property in any wall safe or other container used for safekeeping that is in a guest's quarters.
- (5) Under Paragraph a.(2), to property resulting from the spilling, upsetting or leaking of any food or liquid.
- (6) Under Paragraph a.(2), to property while in your care and custody for laundering or cleaning.
- (7) Resulting from your release of any other person or organization from legal liability.
- (8) Under Paragraph a.(2), to samples or articles carried or held for sale or delivery after sale.

### (9) Under Paragraph a.(2), to any vehicle, including:

- (a) Its equipment and accessories; and
- (b) Any property contained in or on a vehicle.
- (c) However, this paragraph does not apply to any "golf cart" not licensed for use on public roads that is the property of a "guest" but in the care, custody or control of the insured.

### c. The most we will pay is determined as follows:

#### (1) Under Paragraph a.(1), the most we will pay for loss:

- (a) In any one "occurrence" is \$25,000 unless a different Limit of Insurance is shown in the Declarations.
- (b) Subject to that limit, the most we will pay for loss arising out of an "occurrence" for any one guest is \$5,000 unless a different Limit of Insurance is shown in the Declarations.

#### (2) Under Paragraph a.(2), the most we will pay for loss:

- (a) In any one "occurrence" is \$25,000 unless a different Limit of Insurance is shown in the Declarations.
- (b) Subject to that limit, the most we will pay for loss arising out of an "occurrence" for any one guest is \$5,000 unless a different Limit of Insurance is shown in the Declarations.

### d. With respect to this Additional Coverage, the following are added to the **Additional Conditions** Section:

- (1) Bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Insuring Agreement.
- (2) Covered Property is limited to property belonging to your guests while at the described premises.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization, including your guest. Any claim for loss or damage must be presented by you.

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**E. Coverage Extensions in the Coverage Section is amended as follows:**

- 1. The Personal Effects And Property Of Others Coverage Extension Limit of Insurance** is increased to \$5,000, unless a different Limit of Insurance is shown in the Declarations.
- 2. Valuable Papers And Records (Other Than Electronic Data)** is replaced by the following:
  - a. You may extend the insurance that applies to Your Business Personal Property to apply to direct physical loss or damage to valuable papers and records that you own, or that are in your care, custody or control, caused by or resulting from a Covered Cause of Loss. This Extension includes the cost to re-search lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered – Electronic Data.
  - b. Coverage under this Extension is limited to the "specified causes of loss" as defined in the Causes Of Loss – Special Form and Additional Coverage – Collapse as set forth in that Form.
  - c. This Extension does not apply to:
    - (1) Property held as samples or for delivery after sale; or
    - (2) Property in storage away from the premises shown in the Declarations.
  - d. The most we will pay under this Extension for loss or damage to valuable papers and records in any one occurrence at each described premises is \$10,000 unless a different Limit of Insurance for valuable papers and records is shown in the Declarations.

For valuable papers and records not at a described premises, the most we will pay is \$5,000 in any one occurrence.

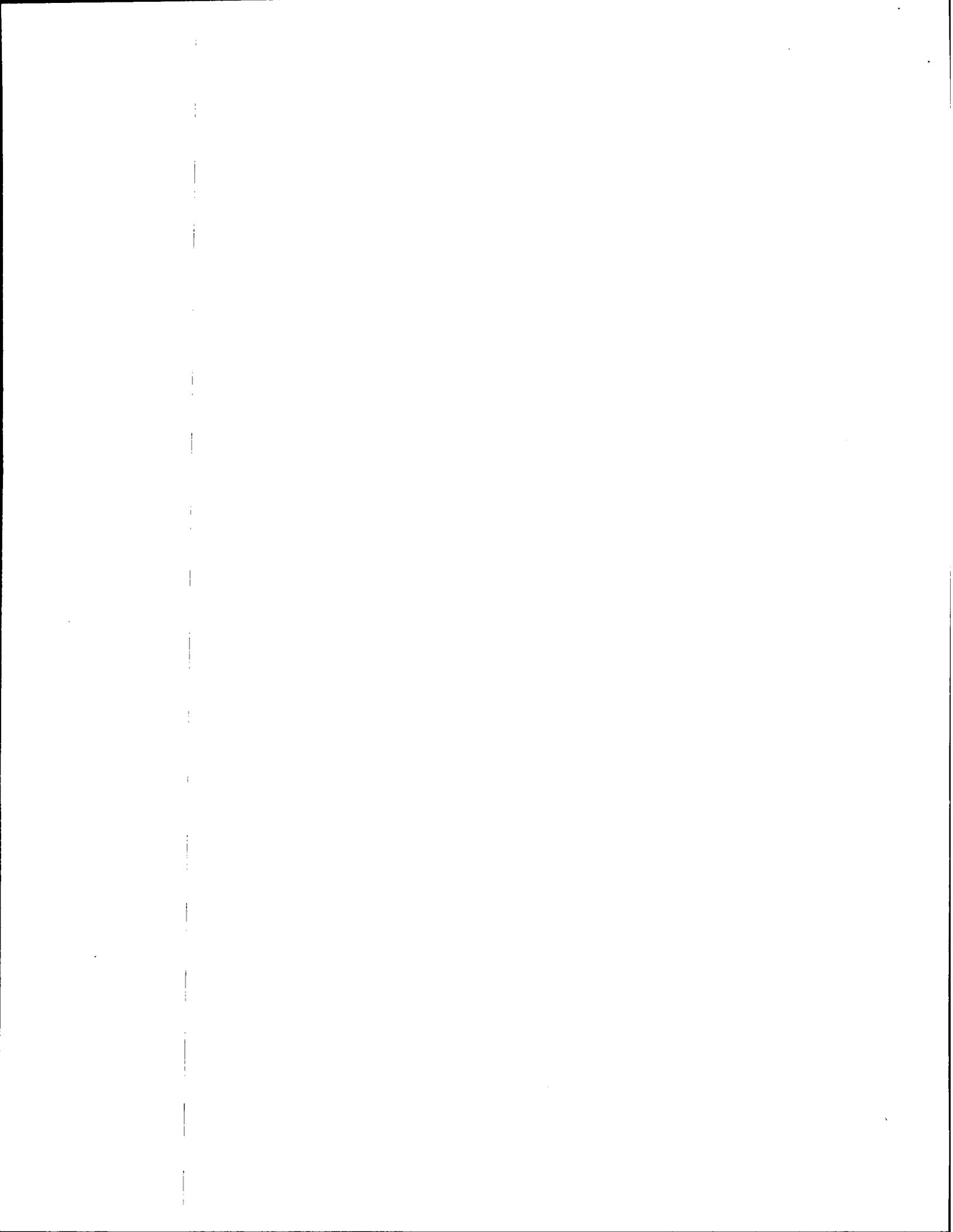
Such amounts are additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist) and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

- 3. Property Off-premises** is replaced by the following:
  - a. You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
    - (1) Temporarily at a location you do not own, lease or operate;
    - (2) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
    - (3) At any fair, trade show or exhibition.  
This Extension also applies to "computers" while in the course of transit.
  - b. This Extension does not apply to property:
    - (1) In or on a vehicle, except for "computers"; or
    - (2) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.
  - c. The most we will pay for loss or damage under this Extension is \$10,000 in any one occurrence.
- 4. Outdoor Property** is replaced by the following:

You may extend the insurance provided by this Coverage Form to apply to the following outdoor property located on the described premises:

  - a. Fences and retaining walls that are not a part of a building. The most we will pay for loss or damage under this Extension is \$50,000 in any one occurrence;
  - b. Outdoor radio, television, satellite or other antennas, including their masts, towers and lead-in and support wiring. The most we will pay for loss or damage under this Extension is \$5,000 in any one occurrence;

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- c. Trees, shrubs and plants (other than "stock" of trees, shrubs or plants). The most we will pay for loss or damage, including debris removal expense, under this Extension is \$50,000 for any one occurrence, but not more than \$1,000 for any one tree, shrub or plant;
- d. Lawns, but only with regard to the following items: fairways, greens, tees, rough areas, or any other area which constitutes the playing field and/or golf course. The most we will pay for loss or damage, including debris removal expense, under this Extension is \$50,000 for any one occurrence;
- e. Roadways or walks. The most we will pay for loss or damage under this Extension is \$25,000 for any one occurrence;
- f. Ball washers, benches, water coolers, hole markers, cups, flags and tee boxes on the golf course. The most we will pay for loss or damage under this Extension is \$15,000 for any one occurrence;

but only for loss caused by or resulting from the following causes of loss and only if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Windstorm;
- (5) Hail;
- (6) Smoke;
- (7) Aircraft or vehicles;
- (8) Riot or civil commotion;
- (9) Vandalism;
- (10) "Sinkhole collapse";
- (11) Volcanic action;
- (12) Falling objects; or
- (13) Weight of snow, ice or sleet; and

- g. Underground sprinkler systems, including their lead-in and support wiring. The most we will pay for loss or damage under this Extension is \$20,000 in any one occurrence. This Extension is only applicable to loss caused by or resulting from the Covered Causes Of Loss 5.f.(1) through 5.f.(11).

**5. Accounts Receivable** is added as follows:

- a. You may extend the insurance that applies to Your Business Personal Property to accounts receivable. We will pay:
  - (1) All amounts due from your customers that you are unable to collect;
  - (2) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
  - (3) Collection expenses in excess of your normal collection expenses that are made necessary by loss or damage; and
  - (4) Other reasonable expenses that you incur to reestablish your records of accounts receivable;

that result from direct physical loss or damage by any Covered Cause of Loss to your records of accounts receivable.

- b. The most we will pay under this Extension for loss or damage in any one occurrence at each described premises is \$5,000.

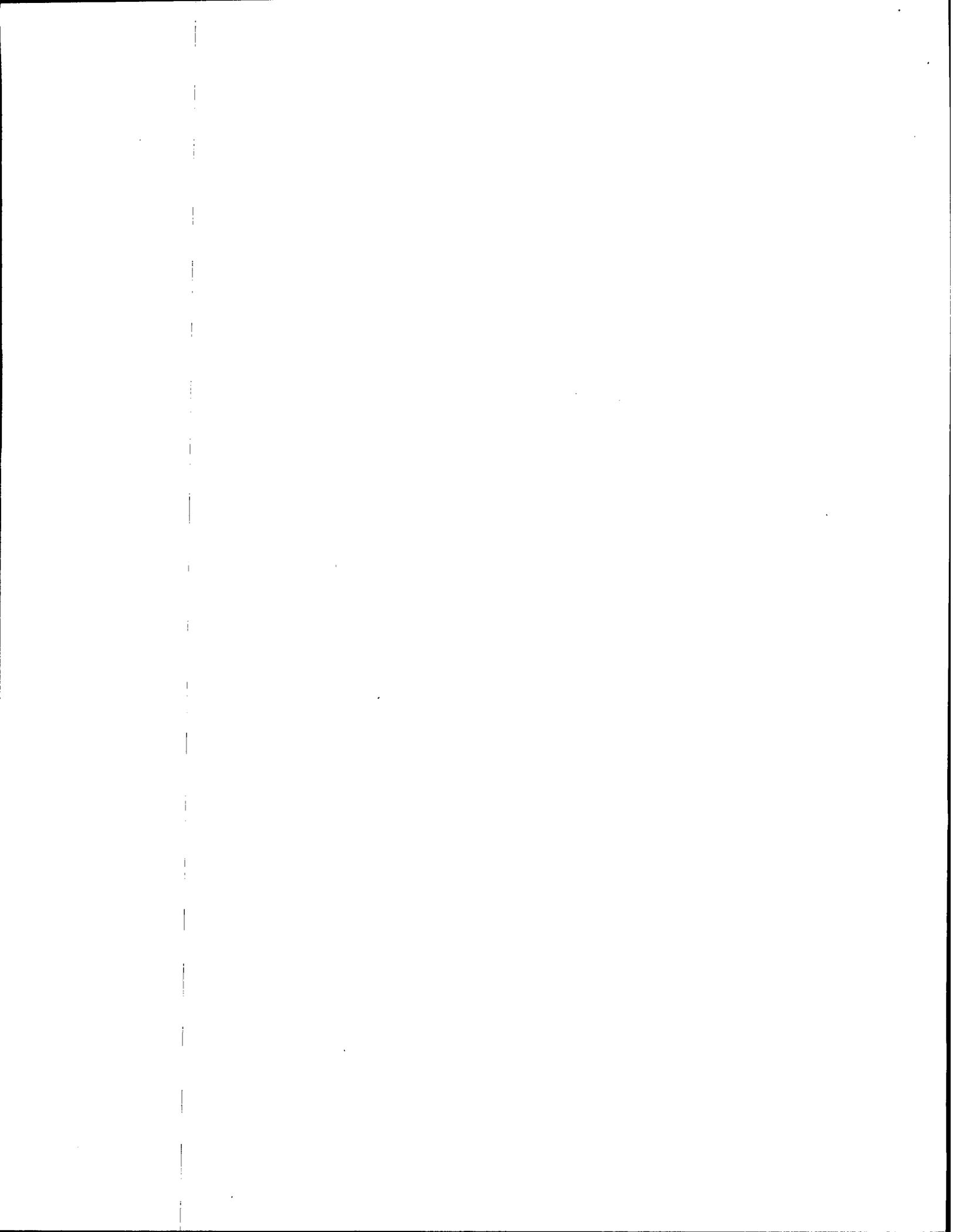
For accounts receivable not at described premises, the most we will pay is \$1,500 in any one occurrence.

- c. To the extent that coverage for accounts receivable is provided under this Extension, the provisions of **Property Not Covered** in the **Coverage** Section do not apply.

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**II. Changes To The Causes Of Loss – Special Form**

- A. The **Ordinance Or Law** exclusion in the **Exclusions** Section does not apply to the **Ordinance Or Law – Equipment Coverage** Additional Coverage in Section I of this endorsement.
- B. The **Mechanical Breakdown** exclusion in the **Exclusions** Section does not apply to loss or damage to "computers".



C. The paragraph referencing the excluded Causes of Loss to personal property in the **Exclusions** Section is replaced by the following:

We will not pay for loss or damage caused by or resulting from the following Causes of Loss to personal property:

1. Dampness or dryness of atmosphere, or changes in or extremes of temperature, unless such conditions result from physical damage caused by a Covered Cause of Loss to an air conditioning unit or system, including equipment and parts, which is part of, or used with, "computers"; or

2. Marring or scratching.

But if an excluded Cause of Loss that is listed in Paragraph 1. or 2. above results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

D. The following exclusions are added to the **Exclusions** Section and apply only to coverage for "computers":

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

**a. Errors Or Omissions**

Errors or omissions in processing, recording or storing electronic data on "computers".

However, we will pay for direct loss or damage caused by resulting fire or explosion if these Causes of Loss would be covered by this policy.

**b. Electrical Disturbance**

Electrical or magnetic injury, disturbance or erasure of electronic recordings.

However, we will pay for direct loss or damage caused by lightning.

**c. Computer-related Losses**

The failure, malfunction or inadequacy of:

(1) Any of the following, whether belonging to any insured or to others:

(a) "Computer" hardware, including microprocessors;

(b) "Computer" application software;

(c) "Computer" operating systems and related software;

(d) "Computer" networks;

(e) Microprocessors ("computer" chips) not part of any "computer" system; or

(f) Any other computerized or electronic equipment or components; or

(2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph c.(1) above;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times.

**d. Computer Advice Or Consultation**

Any advice, consultation, design, evaluation, inspection, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for any potential or actual problems described in Exclusion c. above.

2. If an excluded Cause of Loss as described in Exclusion b., c. or d. above results in a "specified cause of loss", or in elevator collision resulting from mechanical breakdown, we will pay only for the loss or damage caused by such "specified cause of loss" or elevator collision. We will not pay for repair, replacement or modification of any items in Exclusion c. above to correct any deficiencies or change any features.

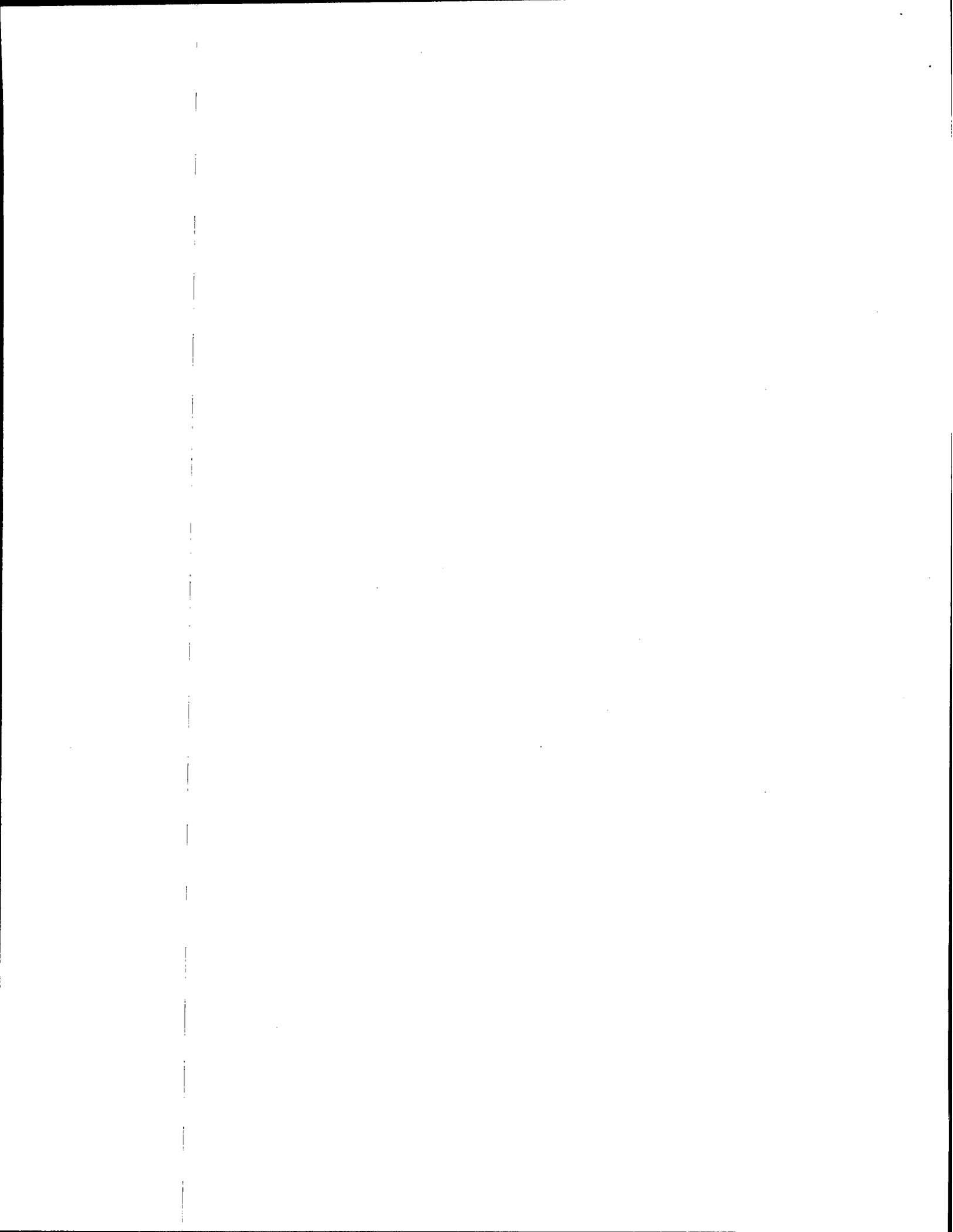
E. The **Exclusions** Section does not apply to the **Employee Dishonesty** Additional Coverage in Section I of this endorsement, except for the following exclusions:

1. Governmental Action;
2. Nuclear Hazard; and
3. War And Military Action.

F. The **Exclusions** Section and **Limitations** Section do not apply to the **Outdoor Signs** Additional Coverage in Section I of this endorsement, except for the following exclusions:

1. Governmental Action;
2. Nuclear Hazard;
3. War And Military Action;
4. Wear and tear;
5. Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself; and

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6. Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.

G. The Exclusions Section does not apply to the **Valuable Papers And Records (Other Than Electronic Data)** or the **Accounts Receivable Coverage Extensions** in Section I of this endorsement, except for the following exclusions:

1. Governmental Action;
2. Nuclear Hazard;
3. War And Military Action;
4. Computer-related Losses;
5. Computer Advice Or Consultation;
6. Wear and tear;
7. Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
8. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more;
9. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
  - a. You do your best to maintain heat in the building or structure; or
  - b. You drain the equipment and shut off the supply if the heat is not maintained; and

10. We will not pay for loss or damage caused by or resulting from any of the following Paragraphs a. through c. But if an excluded Cause of Loss that is listed in Paragraphs a. through c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in any of the following exclusions to produce the loss or damage:

- (1) Ordinance Or Law;
- (2) Earth Movement;
- (3) Governmental Action;
- (4) Nuclear Hazard;
- (5) Utility Services;
- (6) War And Military Action;

(7) Water; and

(8) "Fungus", Wet Rot, Dry Rot And Bacteria.

b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, siting;

(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;

of part or all of any property on or off the described premises.

H. The following additional exclusions apply to the **Accounts Receivable Coverage Extension** only:

We will not pay for:

1. Loss or damage caused by or resulting from alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of "money", "securities" or other property.

This exclusion applies only to the extent of the wrongful giving, taking or withholding.

2. Loss or damage caused by or resulting from bookkeeping, accounting or billing errors or omissions.
3. Any loss or damage that requires any audit of records or any inventory computation to prove its factual existence.

I. Under the **Additional Coverage Extension for Property In Transit**, the most we will pay for loss or damage is increased to \$10,000 unless a different Limit of Insurance for property in transit is shown in the Declarations.

### III. Changes To The Commercial General Liability Coverage Part

The **Who Is An Insured** Section is amended to include as an insured:

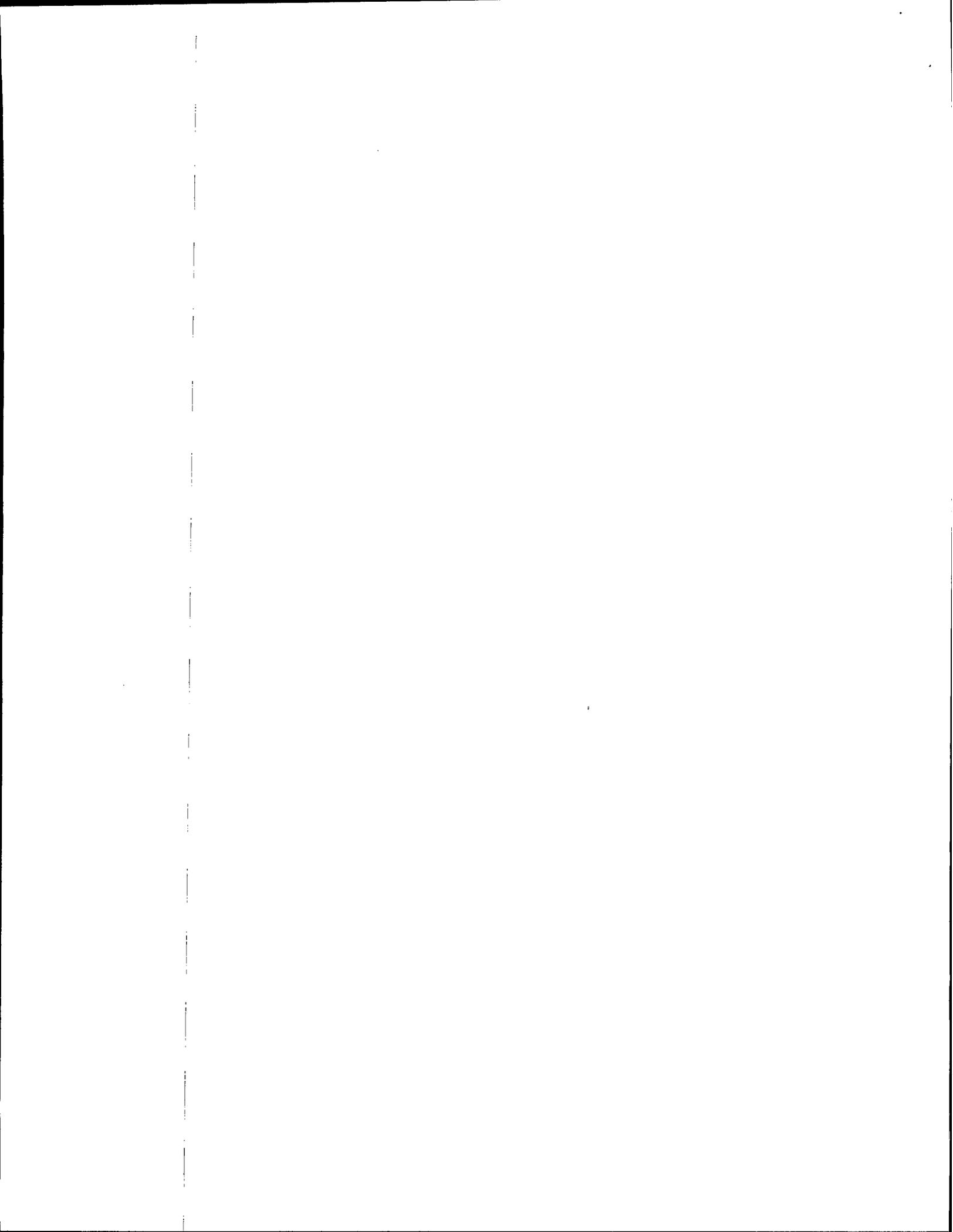
A. Any of your members, but only with respect to their liability for your activities or activities they perform on your behalf; and

B. Any person(s) using or legally responsible for the use of golfmobiles loaned or rented to others by you or any of your concessionaires but only for their liability arising out of the use of the golfmobiles.

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#### IV. Definitions

##### A. "Computer" means:

1. Your programmable electronic equipment that is used to store, retrieve and process electronic data. It includes their component parts and dedicated air conditioning, fire suppression equipment and electrical equipment used exclusively in your "computer" operations; and
2. Associated peripheral equipment that provides communication, including input and output functions such as printing or auxiliary functions such as electronic data transmission.

It does not include electronic data and media.

##### B. "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.

##### C. "Employee":

1. As respects the coverage provided under Section I of this endorsement for Money And Securities and Employee Dishonesty only, "employee" means:

###### a. Any natural person:

- (1) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to theft or any other dishonest act committed by the "employee";
- (2) Who you compensate directly by salary, wages or commissions; and
- (3) Who you have the right to direct and control while performing services for you;

###### b. Any natural person who is furnished temporarily to you:

- (1) To substitute for a permanent "employee" as defined in Paragraph 1.a., who is on leave; or
- (2) To meet seasonal or short-term work load conditions;

while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises";

###### c. Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph 1.b.;

###### d. Any natural person who is a former "employee", partner, "member", "manager", director or trustee retained as a consultant while performing services for you;

###### e. Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the "premises";

###### f. Any "employee" of an entity merged or consolidated with you prior to the effective date of this insurance; or

###### g. Any of your "managers", directors or trustees while:

(1) Performing acts within the scope of the usual duties of an "employee"; or

(2) Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf.

2. As respects the coverage provided under Section I of this endorsement for Money And Securities and Employee Dishonesty only, "employee" does not mean:

###### a. Any agent, broker, factor, commission merchant, consignee or independent contractor; or

###### b. A representative of the same general character as in Paragraph C.2.a., unless such representative is specified in Paragraph C.1.

##### D. "Forgery" means the signing of the name of another person or organization with intent to deceive. It does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.

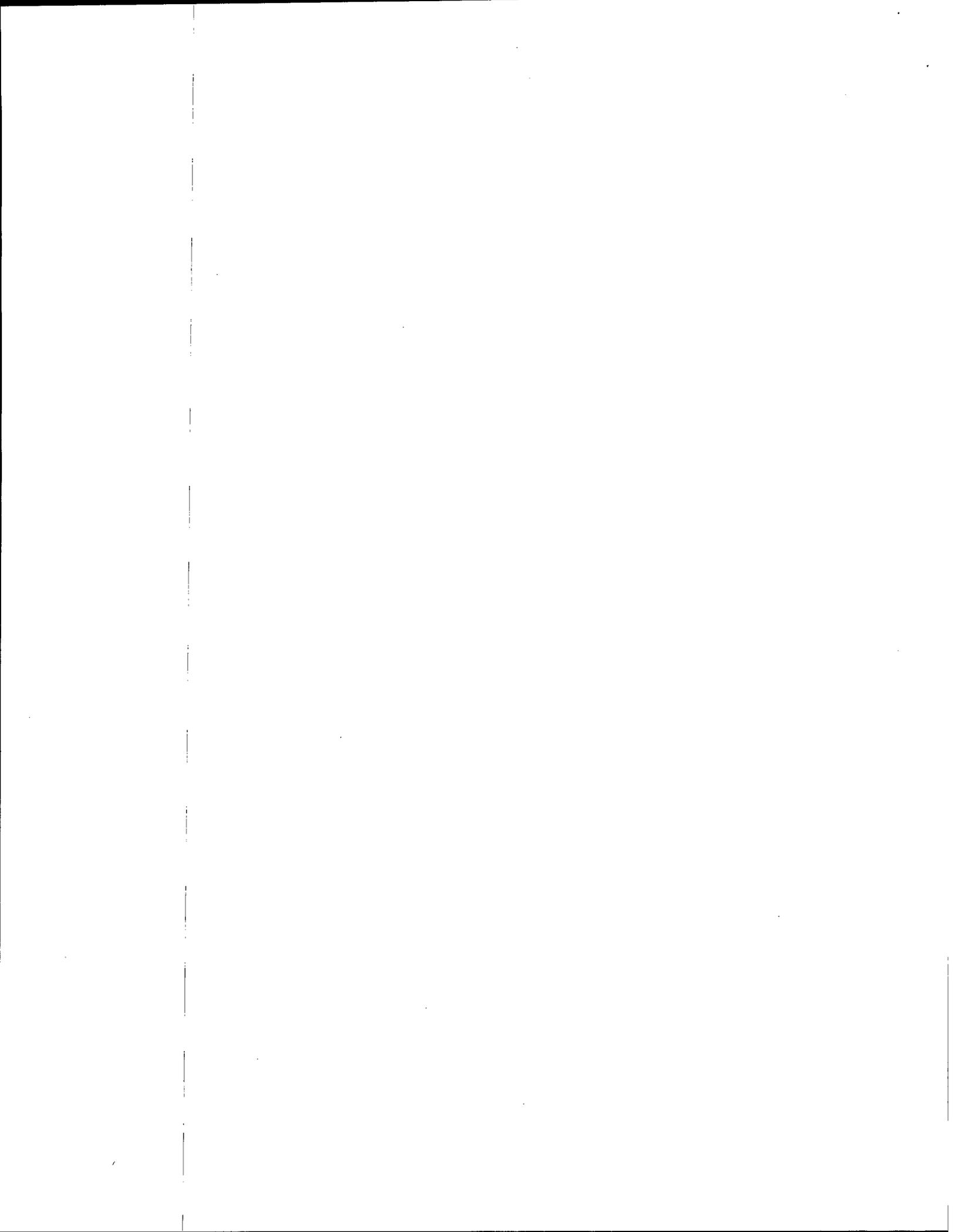
##### E. "Manager", as respects the coverage provided under Section I of this endorsement for Employee Dishonesty only, means a person serving in a directorial capacity for a limited liability company.

##### F. "Member", as respects the coverage provided under Section I of this endorsement for Employee Dishonesty only, means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager".

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**G. "Money" means:**

1. Currency, coins and bank notes in current use and having a face value; and
2. Travelers checks, register checks and money orders held for sale to the public.

**H. "Occurrence":**

1. As respects the coverage provided under Section I of this endorsement for Money And Securities only, "occurrence" means:
  - a. An individual act;
  - b. The combined total of all separate acts whether or not related; or
  - c. A series of acts whether or not related; committed by a person acting alone or in collusion with other persons, or not committed by any person, during the policy period shown in the Declarations, before such policy period or both.
2. As respects the coverage provided under Section I of this endorsement for Computer Fraud and Money Orders And Counterfeit Money only, "occurrence" means:
  - a. An individual act or event;
  - b. The combined total of all separate acts or events whether or not related; or
  - c. A series of acts or events whether or not related; committed by a person acting alone or in collusion with other persons, or not committed by any person, during the policy period shown in the Declarations, before such policy period or both.
3. As respects the coverage provided under Section I of this endorsement for Forgery Or Alteration only, "occurrence" means:
  - a. An individual act;

b. The combined total of all separate acts whether or not related; or

c. A series of acts whether or not related; committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the policy period shown in the Declarations, before such policy period or both.

4. As respects the coverage provided under Section I of this endorsement for Employee Dishonesty only, "occurrence" means:

a. An individual act;

b. The combined total of all separate acts whether or not related; or

c. A series of acts whether or not related; committed by an "employee" acting alone or in collusion with other persons, during the policy period shown in the Declarations, before such policy period or both.

- I. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:

1. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and

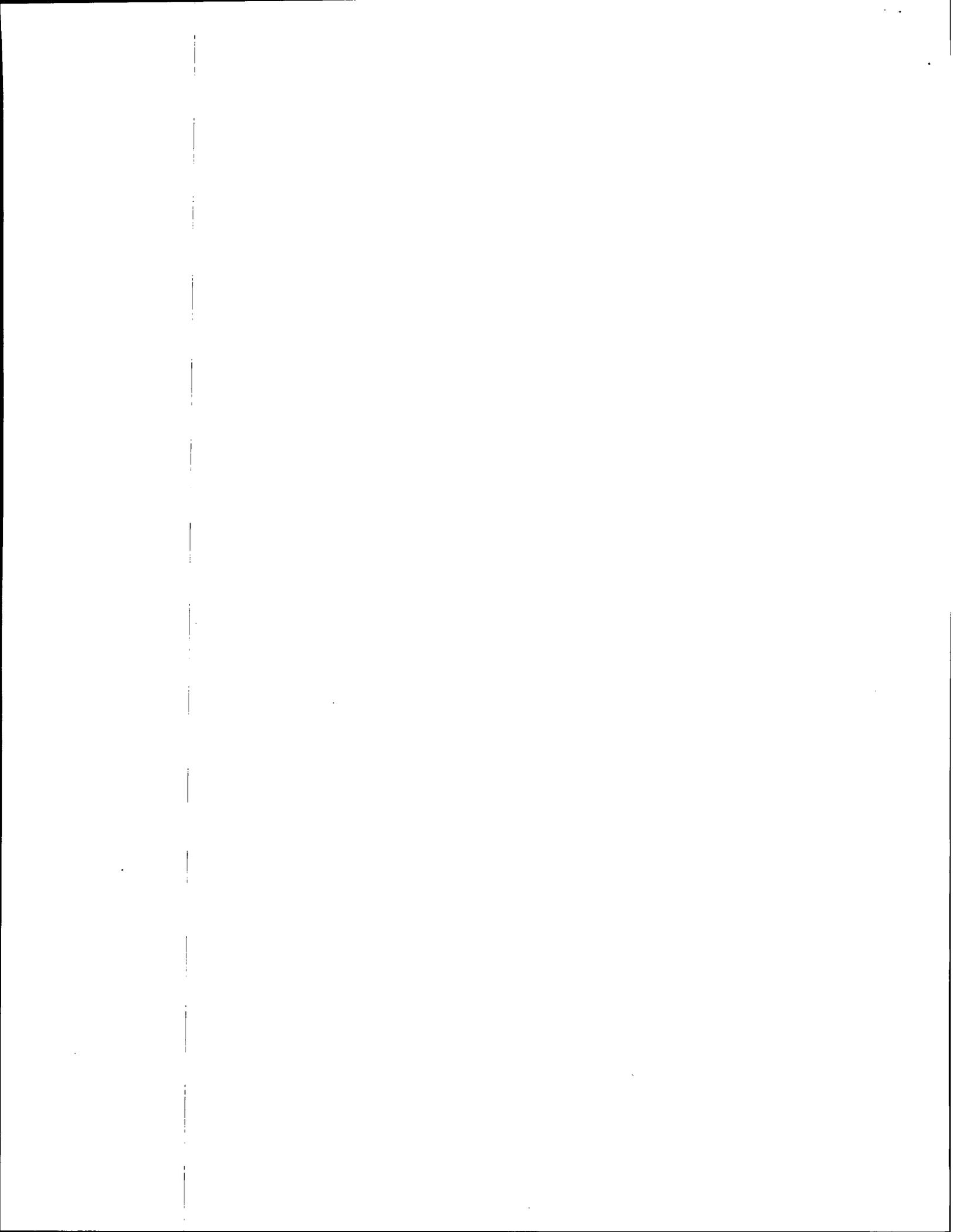
2. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GOLF COURSES – EQUIPMENT BREAKDOWN PROTECTION COVERAGE

This endorsement modifies insurance provided under the following:

### COMMERCIAL PROPERTY COVERAGE PART

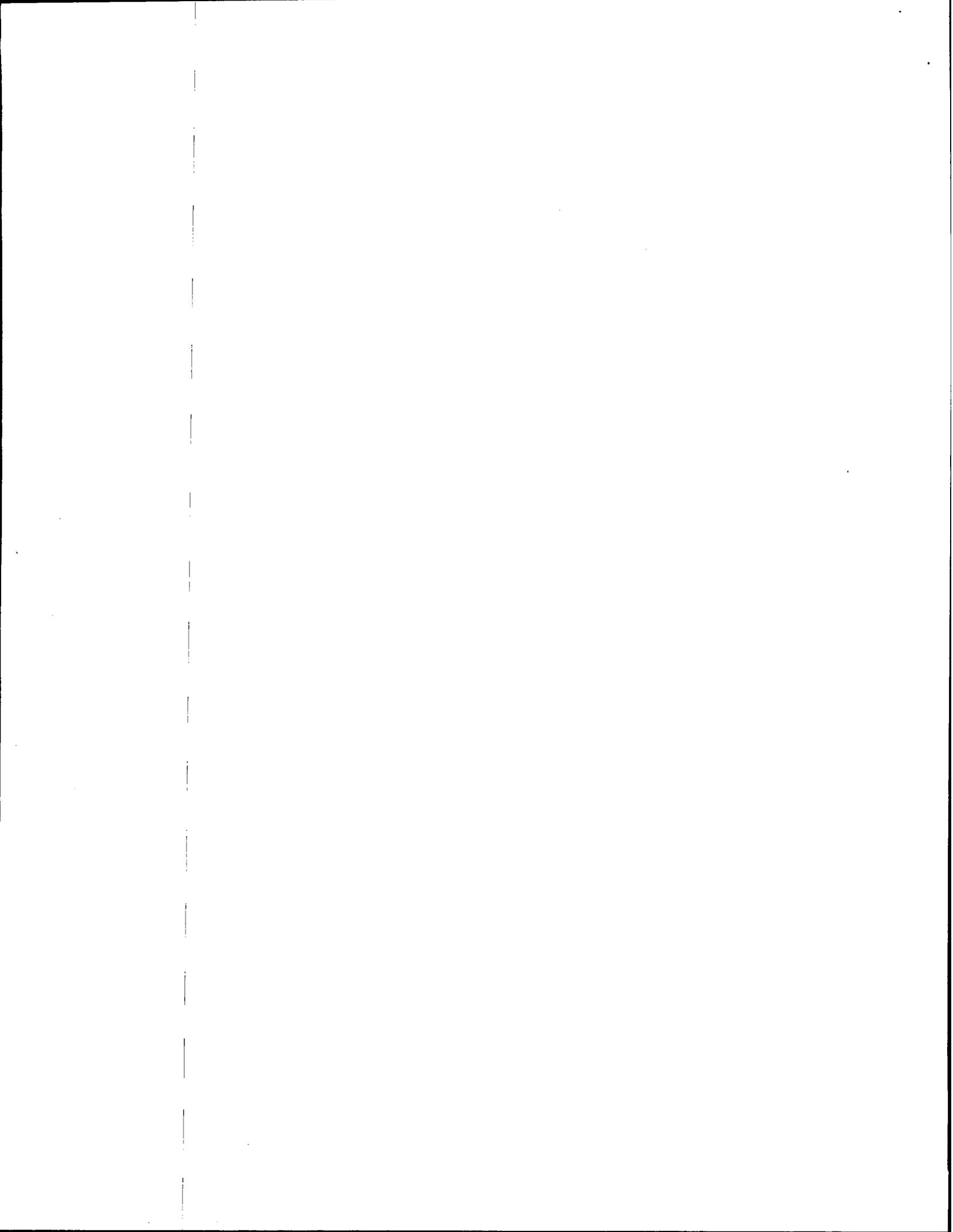
This endorsement is subject to all the provisions of the Building And Personal Property Coverage Form, Causes Of Loss – Special Form and, if attached to and made a part of this policy, the Business Income (And Extra Expense) Coverage Form, except as otherwise provided in this endorsement. All numbers and letters used to designate paragraphs in this endorsement are specific to this endorsement only. They do not reference paragraphs in the Commercial Property Coverage Part.

- A.** We will pay for direct loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from a mechanical breakdown or electrical failure to pressure, mechanical or electrical machinery and equipment.
- B.** The following exclusions in the **Exclusions** Section of the Causes Of Loss – Special Form do not apply:
1. The artificially generated electrical current exclusion;
  2. The mechanical breakdown exclusion; and
  3. The exclusion relating to explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control.
- C.** The following limitations in the **Limitations** Section of the Causes Of Loss – Special Form do not apply:
1. The limitation relating to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; and
  2. The limitation relating to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
- D.** The following provisions are added to the **Deductible** Section of the Building And Personal Property Coverage Form as respects Equipment Breakdown Protection Coverage under this endorsement:
1. We will not pay for loss or damage (hereinafter referred to as loss) in any one occurrence until the amount of loss exceeds the deductible shown in the Declarations for Equipment Breakdown Protection Coverage for any loss to Covered Property caused by mechanical breakdown or electrical failure.
  2. If a deductible is shown in the Declarations for Equipment Breakdown Protection Coverage, we will first subtract the deductible amount from any loss we would otherwise pay. We will then pay the amount of loss in excess of the deductible up to the applicable Limit of Insurance.
  3. If no deductible is shown in the Declarations for Equipment Breakdown Protection Coverage, the provisions of the Deductible Section of the Building And Personal Property Coverage Form apply.
  4. If two or more deductibles apply to a loss involving both a cause of loss covered in this endorsement and another cause of loss covered in this policy for a single occurrence, then the total amount to be deducted will be only the largest of the applicable deductibles.

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E. If Business Income (And Extra Expense) Coverage is provided by this policy, the following provisions apply:

1. If the 72-hour time period in the definition of "period of restoration" and the Civil Authority Additional Coverage in the Business Income (And Extra Expense) Coverage Form (hereinafter referred to as waiting period) is amended for Equipment Breakdown Protection Coverage as shown in the Declarations, we will not pay for any Business Income loss that occurs during the consecutive number of hours shown as the waiting period in the Declarations immediately following a mechanical breakdown or electrical failure. As respects the coverage provided by this endorsement, any waiting period shown in the Declarations for Equipment Breakdown Protection Coverage supersedes any waiting period otherwise applicable to the Business Income Coverage provided by this policy.
2. If no waiting period is shown in the Declarations for Equipment Breakdown Coverage Protection, the provisions of the Business Income (And Extra Expense) Coverage Form apply.
3. If two or more waiting periods apply to a loss involving both a cause of loss covered in this endorsement and another cause of loss covered in this policy for a single occurrence, then the waiting period to be applied will be only the longest of the applicable waiting periods.

F. Mechanical breakdown or electrical failure to pressure, mechanical or electrical machinery and equipment does not mean any:

1. Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification;
2. Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;
3. Damage to any vacuum tube, gas tube or brush; or
4. The functioning of any safety or protective device.

G. The provisions of this coverage shall not increase any amount or Limit of Insurance that is otherwise provided in this policy.

H. Whenever any covered pressure, mechanical or electrical machinery and equipment is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss from a mechanical breakdown or electrical failure to that pressure, mechanical or electrical machinery and equipment. This can be done by delivering or mailing a written notice of suspension to:

1. Your last known address; or
2. The address where the pressure, mechanical or electrical machinery and equipment is located.

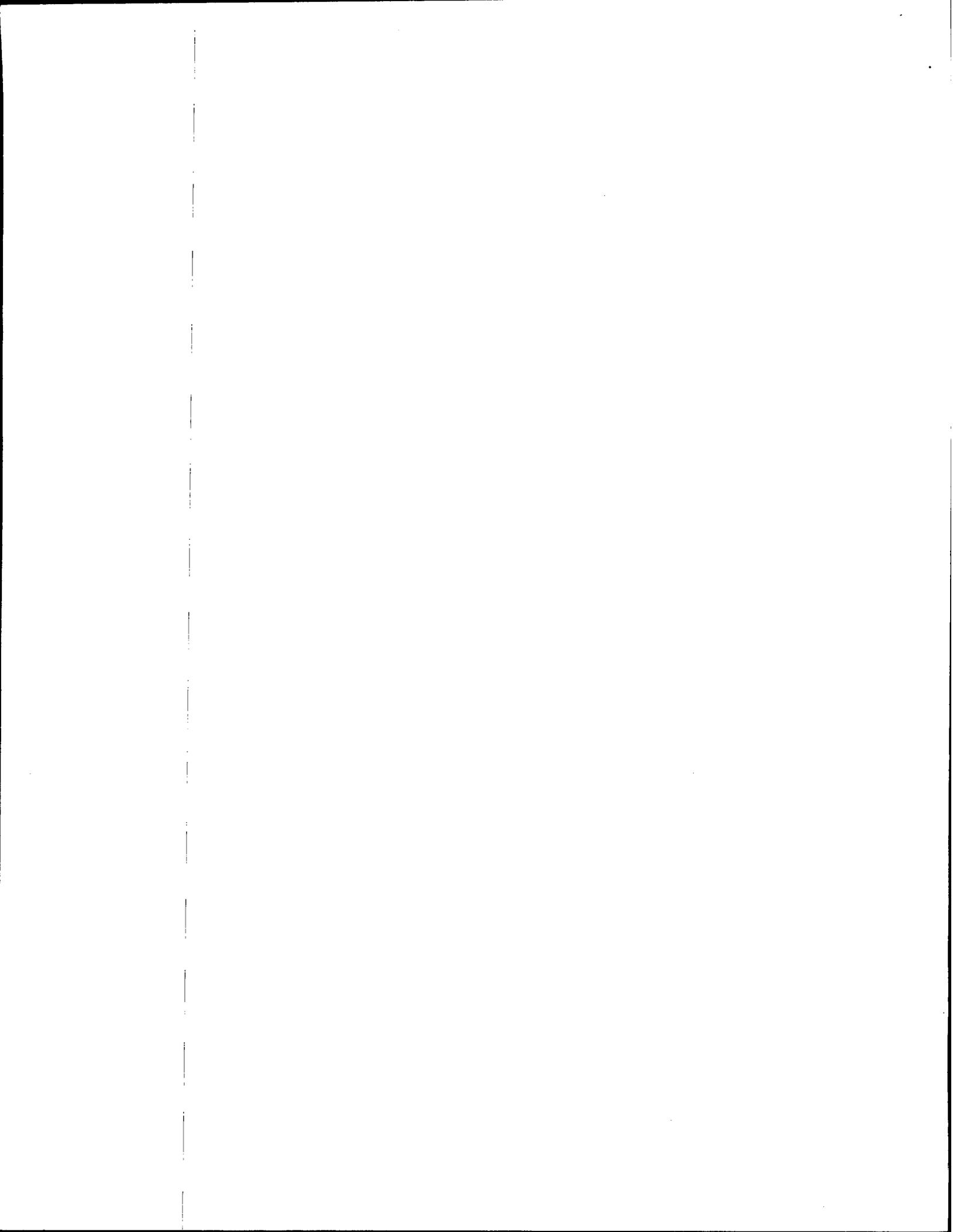
Once suspended in this way, your insurance can be reinstated only by an endorsement for that Covered Property.

If we suspend your insurance, you will get a pro rata refund of premium for that Covered Property. But the suspension will be effective even if we have not yet made or offered a refund.

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POLICY NUMBER:

MARKET SEGMENTS  
MS GC 03 08 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GOLF COURSES – SUSPENSION/REINSTATEMENT OF COVERAGE

This endorsement modifies insurance provided under the following:

GOLF COURSES – EQUIPMENT BREAKDOWN PROTECTION COVERAGE ENDORSEMENT

### SCHEDULE

<input type="checkbox"/> Suspension <input type="checkbox"/> Reinstatement
Premises:
Description Of Covered Property:
Effective Date:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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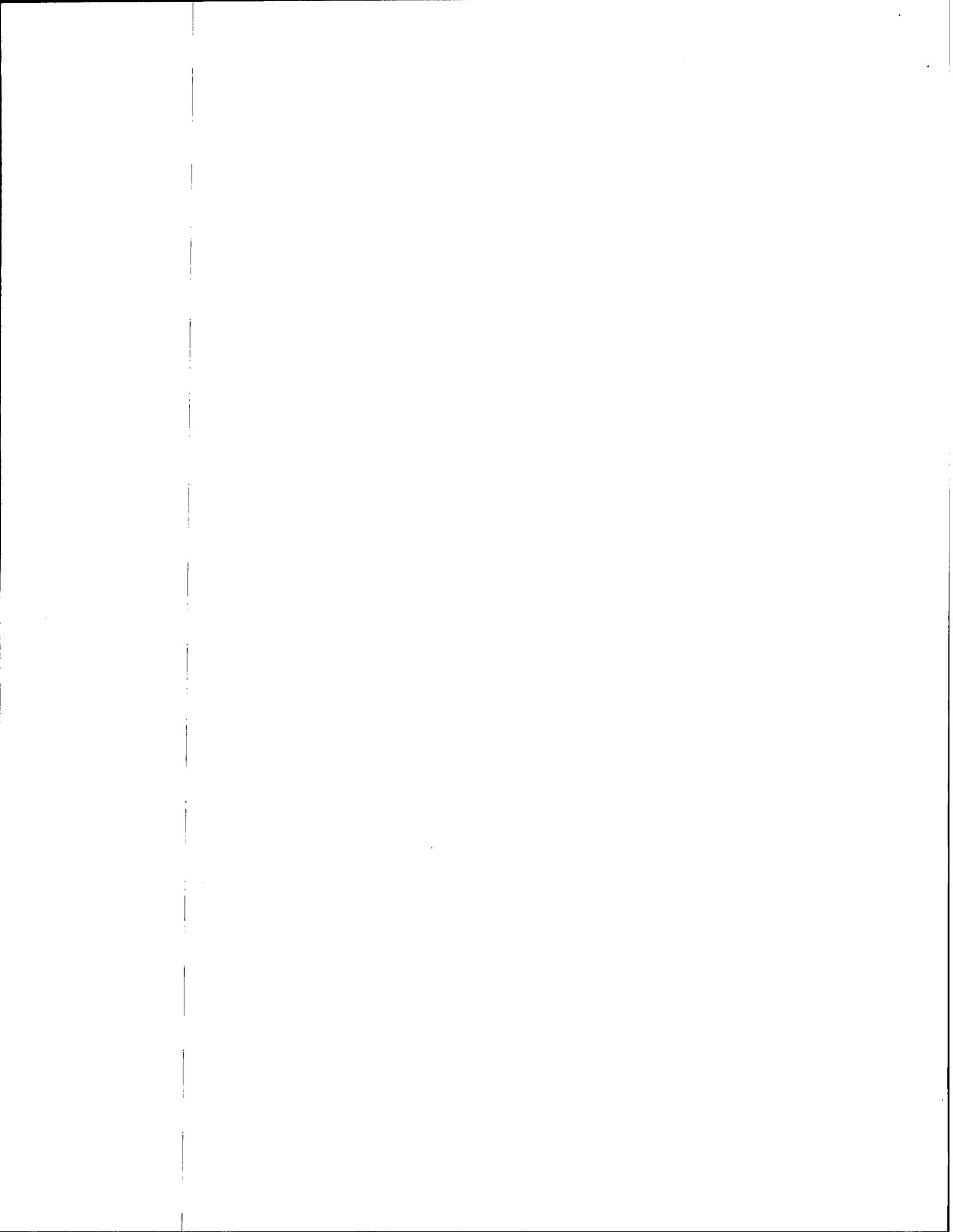
#### A. Suspension

If Suspension is indicated in the Schedule, all coverage has been suspended on the effective date for the Covered Property described in the Schedule and located at the premises shown in the Schedule in accordance with the notice provided to you described in the terms of Paragraph H. of the Equipment Breakdown Protection Coverage Endorsement.

#### B. Reinstatement

If Reinstatement is indicated in the Schedule, all coverage is reinstated on the effective date for the Covered Property described in the Schedule and located at the premises shown in the Schedule in accordance with the terms of Paragraph H. of the Equipment Breakdown Protection Coverage Endorsement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GOLF COURSES – HIRED AUTO AND NON-OWNED AUTO LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Coverage	Limit Of Insurance Per "Occurrence"	Premium
Hired Auto Liability Insurance	\$	\$
Non-owned Auto Liability Insurance	\$	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

This endorsement is subject to all of the provisions of the Commercial General Liability Coverage Part, except as otherwise provided in this endorsement. All numbers and letters used to designate paragraphs in this endorsement are specific to this endorsement only. They do not reference paragraphs in the Commercial General Liability Coverage Part. Insurance is provided only with respect to those coverages for which a specific Limit of Insurance and Premium are shown in the Schedule of this endorsement.

**A. Hired Auto Liability**

The insurance provided under the **Bodily Injury And Property Damage Liability** Coverage applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

**B. Non-owned Auto Liability**

The insurance provided under the **Bodily Injury And Property Damage Liability** Coverage applies to "bodily injury" or "property damage" arising out of the use of a "non-owned auto" by any person in the course of your business.

**C. Changes In Exclusions**

With respect to the insurance provided by this endorsement:

1. The following **Bodily Injury And Property Damage Liability** exclusions do not apply:
  - a. Contractual Liability;
  - b. Liquor Liability;
  - c. Employer's Liability;
  - d. Aircraft, Auto Or Watercraft;
  - e. Mobile Equipment;
  - f. Damage To Property;
  - g. Damage To Your Product;
  - h. Damage To Your Work;
  - i. Damage To Impaired Property Or Property Not Physically Injured; and
  - j. Recall Of Products, Work Or Impaired Property.

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2. The following **Bodily Injury And Property Damage Liability** exclusions are added:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

- b. "Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay the damages because of the injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) "Bodily injury" to domestic "employees" not entitled to workers' compensation benefits.

- c. "Property damage" to:

- (1) Property owned or being transported by, or rented or loaned to, the insured; or
- (2) Property in the care, custody or control of the insured.

**D. Who Is An Insured**

For the purposes of this endorsement only, the **Who Is An Insured** Section is replaced by the following:

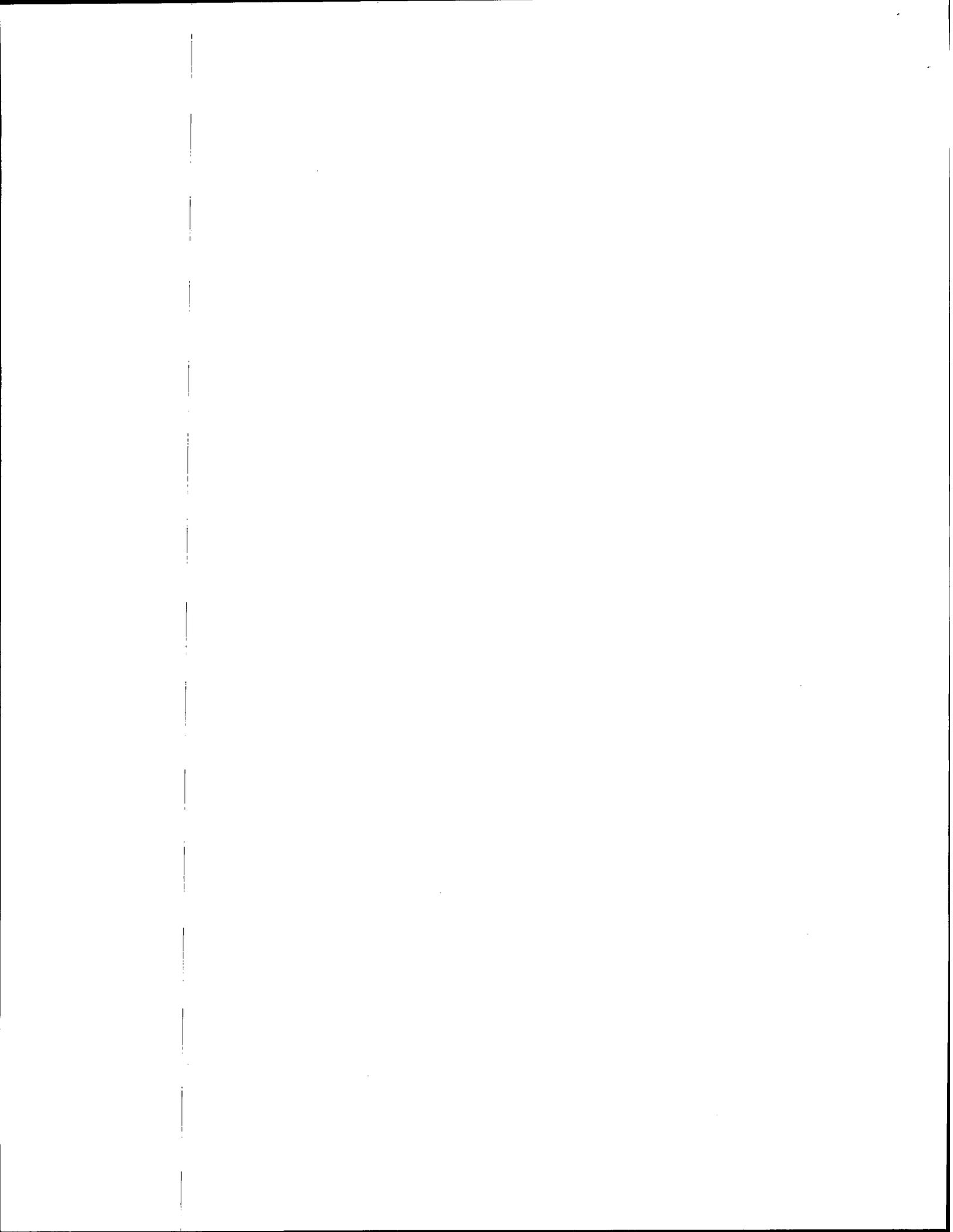
**WHO IS AN INSURED**

- 1. Each of the following is an insured under this insurance to the extent set forth below:
  - a. You.
  - b. Any other person using a "hired auto" with your permission.
  - c. With respect to a "non-owned auto", any partner or "executive officer" of yours, but only while such "non-owned auto" is being used in your business.
  - d. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under Paragraph a., b. or c. above.
- 2. None of the following is an insured:
  - a. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-employee of such person injured in the course of employment;
  - b. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
  - c. Any person while employed in or otherwise engaged in performing duties related to the conduct of an "auto business", other than an "auto business" you operate;
  - d. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee;
  - e. Any person or organization with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

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**E. Limits Of Insurance**

For the purposes of this endorsement only, the **Limits Of Insurance** Section is replaced by the following:

**LIMITS OF INSURANCE**

Regardless of the number of "hired autos", "non-owned autos", insureds, premiums paid, claims made or vehicles involved in the "occurrence", the most we will pay for all damages resulting from any one "occurrence" is the applicable Limit of Insurance shown in the Schedule of this endorsement or in the Declarations.

**F. Changes In Conditions**

For the purposes of this endorsement only, the **Other Insurance** provision of the **Commercial General Liability Conditions** Section is replaced by the following:

**Other Insurance**

This insurance is excess over any primary insurance covering the "hired auto" or "non-owned auto".

**G. Additional Definitions**

For the purposes of this endorsement only, the following definitions are added to the **Definitions** Section:

1. "Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", your partners or your "executive officers", or members of their households.
3. "Non-owned auto" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes "autos" owned by your "employees", your partners or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **GOLF COURSES – LOSS OR DAMAGE TO GUESTS' AUTOS (LEGAL LIABILITY COVERAGE)**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL PROPERTY COVERAGE PART – BUILDING AND PERSONAL PROPERTY COVERAGE FORM**

This endorsement is subject to all the provisions of the Building And Personal Property Coverage Form, except as otherwise provided in this endorsement. The provisions of the Causes Of Loss – Special Form do not apply to the coverages provided by this endorsement. All numbers and letters used to designate paragraphs in this endorsement are specific to this endorsement only. They do not reference paragraphs in the Commercial Property Coverage Part.

- A.** This endorsement provides coverage only for each premises described in the Declarations for which a Limit of Insurance and a premium are shown for Loss Or Damage To Guests' Autos.
- B.** We will pay all sums you legally must pay as damages for direct physical loss of or damage (including any resulting loss of use) to "autos" or "auto" equipment of guests or other invitees while the "autos" are at a premises shown in the Declarations. Such loss or damage must be caused by or result from a Covered Cause of Loss. Our payment for loss or damage will only be for the account of the owner of the "auto".
- C.** As used in this endorsement, Covered Cause of Loss means any loss or damage not specifically excluded in Paragraph E. of this endorsement.
- D.** We have the right and duty to defend any insured under this endorsement against a suit seeking these damages. However, we have no duty to defend any insured against a suit seeking damages for any loss or damage to which this insurance does not apply. We may investigate and settle any claim or suit as we consider appropriate. Our duty to defend or settle ends when the Limit of Insurance has been exhausted by payment of judgments or settlements.

- E.** This insurance does not apply to any of the following:
  - 1. Liability resulting from any agreement by which you accept responsibility for direct physical loss of or damage (including any resulting loss of use) to "autos" left in your care.
  - 2. Loss or damage due to theft or conversion caused in any way by you or any other insured.
- F.** The following are insureds under this endorsement:
  - 1. You.
  - 2. Your partners, executive officers and employees.
- G.** In addition to the Limit of Insurance, we will pay for the insured:
  - 1. All expenses we incur.
  - 2. The cost of bonds to release attachments, but only for amounts within the Limit of Insurance. We do not have to furnish these bonds.
  - 3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit, including actual loss of earnings up to \$250 a day because of time off from work.
  - 4. All costs taxed against the insured in a suit.
  - 5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

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6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

**H. Limits Of Insurance** is replaced by the following:

Regardless of the number of "autos" left in your care, the most we will pay for all loss or damage at each premises in any one event is the Limit of Insurance shown in the Declarations minus the applicable deductibles for loss or damage caused by collision, theft or mischief or vandalism.

**I. Deductible** is replaced by the following:

The maximum deductible stated in the Declarations for loss or damage from any cause other than collision of an "auto" is the most that will be deducted for all loss or damage in any one event caused by theft or mischief or vandalism.

**J.** As used in this endorsement, "auto" means a land motor vehicle, trailer or semitrailer.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GOLF COURSES – LOSS OR DAMAGE TO GUESTS' AUTOS (DIRECT PRIMARY COVERAGE)

This endorsement modifies insurance provided under the following:

### COMMERCIAL PROPERTY COVERAGE PART – BUILDING AND PERSONAL PROPERTY COVERAGE FORM

This endorsement is subject to all the provisions of the Building And Personal Property Coverage Form, except as otherwise provided in this endorsement. The provisions of the Causes Of Loss – Special Form do not apply to the coverage provided by this endorsement. All numbers and letters used to designate paragraphs in this endorsement are specific to this endorsement only. They do not reference paragraphs in the Commercial Property Coverage Part.

- A. This endorsement provides coverage only for each premises described in the Declarations for which a Limit of Insurance and a premium are shown for Loss Or Damage To Guests' Autos.
- B. We will pay for direct physical loss of or damage (including any resulting loss of use) to "autos" or "auto" equipment of guests or other invitees while the "autos" are at a premises shown in the Declarations. Such loss or damage must be caused by or result from a Covered Cause of Loss. Our payment for loss or damage will only be for the account of the owner of the "auto".
- C. As used in this endorsement, Covered Cause of Loss means any cause of loss or damage not specifically excluded in Paragraph D. of this endorsement.
- D. This insurance does not apply to any of the following:

#### 1. Theft

Loss or damage due to theft or conversion caused in any way by you, your partners, executive officers or employees.

#### 2. Loss Or Damage Otherwise Paid

Loss or damage to property that is otherwise paid under Personal Property Of Others of the Building And Personal Property Coverage Form.

- E. **Limits Of Insurance** is replaced by the following:

#### LIMIT OF INSURANCE AND DEDUCTIBLE

Regardless of the number of "autos" left in your care, the most we will pay for all loss or damage at each premises in any one event is the Limit of Insurance shown in the Declarations minus the applicable deductibles shown in the Declarations for loss or damage caused by collision, theft or mischief or vandalism.

- F. **Deductible** is replaced by the following:

The maximum deductible stated in the Declarations for loss or damage from any cause other than collision of an "auto" is the most that will be deducted for all loss or damage in any one event caused by theft or mischief or vandalism.

- G. The **Other Insurance** Section of the Commercial Property Conditions is replaced by the following:

The insurance provided by this endorsement is primary insurance.

- H. As used in this endorsement, "auto" means a land motor vehicle, trailer or semitrailer.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GOLF COURSES – SERVICE ERRORS AND OMISSIONS COVERAGE

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement is subject to the provisions of the Commercial General Liability Coverage Part except as otherwise provided in this endorsement. All numbers and letters used to designate paragraphs in this endorsement are specific to this endorsement only. They do not reference paragraphs in the Commercial General Liability Coverage Part.

A. The following **Service Errors And Omissions Coverage** is added to the **Coverages** Section:

#### SERVICES ERRORS AND OMISSIONS COVERAGE

##### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of an error or omission by you or any of your "employees" or by any concessionaire trading under your name in providing facilities, goods or services, including the failure to deliver or a misdelivery of items you hold for sale. Such coverage applies only with respect to liability arising out of your golf course operations. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for delivery errors and omissions to which this insurance does not apply. We may, at our discretion, investigate the circumstances of any error or omission and settle any claim or "suit" that may result. But:

- (1) The most we will pay for the sum of all damages under this Services Errors And Omissions Coverage because of all services errors and omissions is \$10,000 in any annual period starting with the beginning of the policy period shown in the Declarations. This Limit of Insurance applies separately to each premises described in the Declarations;

- (2) We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$250. We will then pay the amount of loss or damage in excess of \$250 up to the applicable Limit of Insurance; and

- (3) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under this Services Errors And Omissions Coverage.

b. This insurance applies only to:

- (1) Errors in the providing of facilities, goods or services that take place or omissions in providing such goods, facilities or services that should have taken place; and
- (2) Errors in deliveries that take place or omissions of such deliveries that should have taken place;

in the "coverage territory" and during the policy period.

##### 2. Exclusions

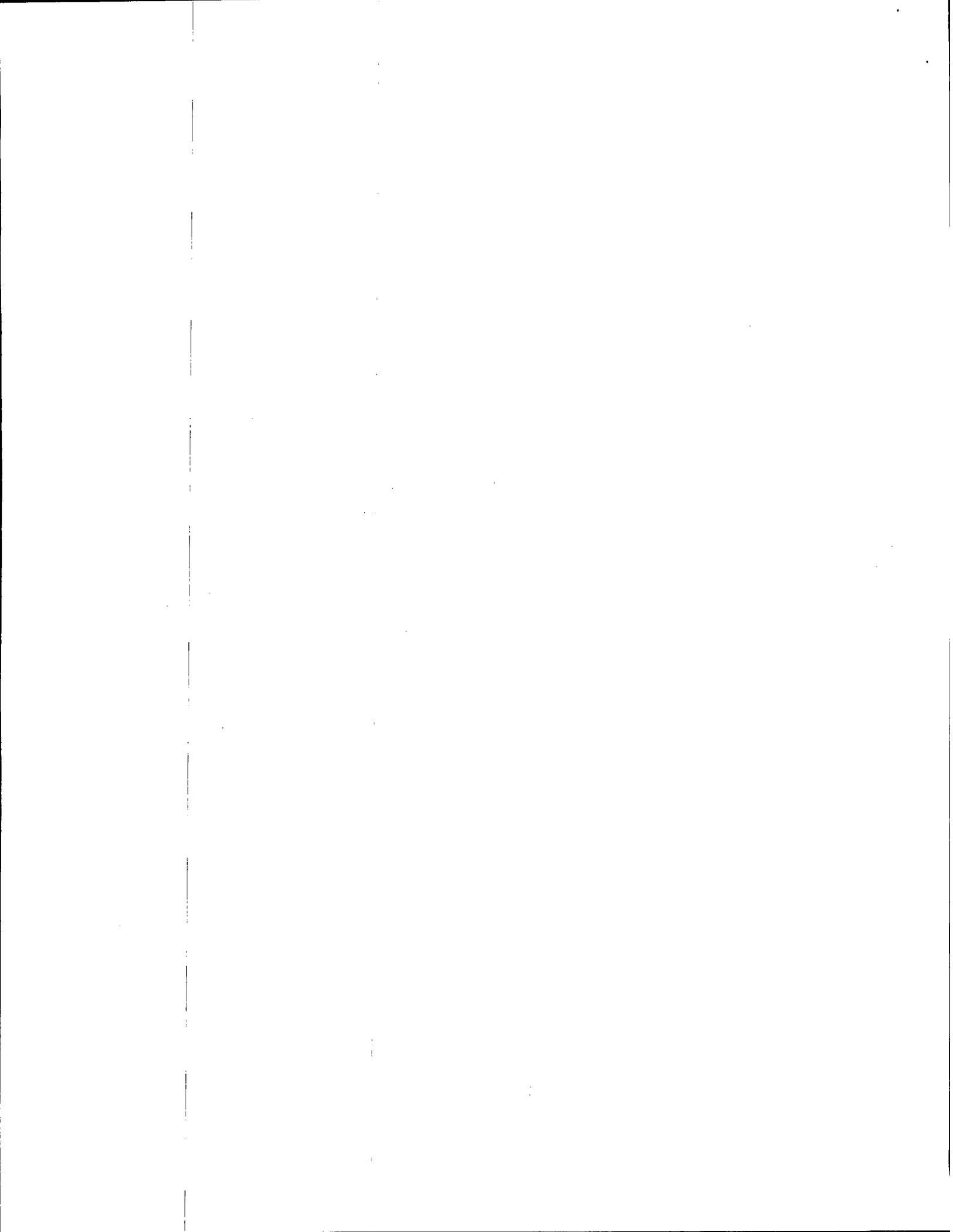
This insurance does not apply to:

- a. Intentional error or intentional failure to provide any services.
- b. Intentional error or intentional misdelivery or failure to deliver "your product".
- c. "Bodily injury", "property damage" or "personal and advertising injury".
- d. Claims of discrimination based on a customer's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition or residence location.

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3. With respect to this Services Errors And Omissions Coverage, the **Duties In The Event Of Occurrence, Offense, Claim Or Suit** Condition is replaced by the following:

a. You must see to it that we are notified as soon as practicable of an error or omission which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the error or omission took place; and
- (2) The name(s) and address(es) of the affected customer(s).

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;

(3) Cooperate with us in our investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an error or omission to which this insurance may apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

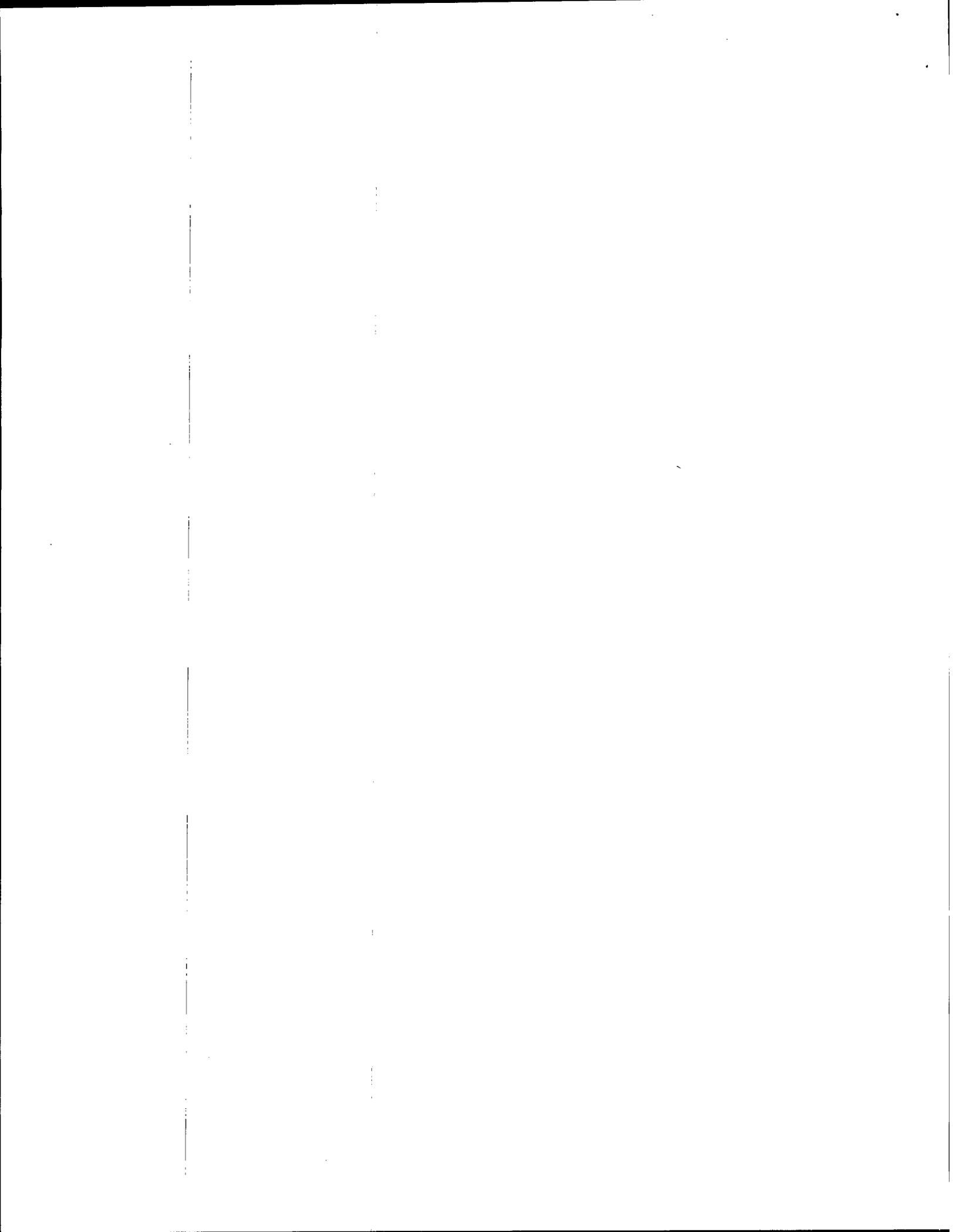
B. The **Who Is An Insured** Section is amended to include as an insured:

1. Any person or organization with respect to their liability as a grantor of a franchise to you.
2. Any person or organization with respect to their liability as a concessionaire trading under your name with your permission.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GOLF COURSES – FINE ARTS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART – BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
COMMERCIAL PROPERTY COVERAGE PART – CAUSES OF LOSS – SPECIAL FORM

This endorsement is subject to all the provisions of the Building And Personal Property Coverage Form and the Causes Of Loss – Special Form except as otherwise provided in this endorsement. All numbers and letters used to designate paragraphs in this endorsement are specific to this endorsement only. They do not reference paragraphs in the Commercial Property Coverage Part.

A. The following **Fine Arts Coverage** is added to **Additional Coverages** in the **Coverage** Section:

1. We will pay for direct loss of or damage to fine arts, whether owned by:
  - a. You; or
  - b. Others, and in your care, custody or control.
2. Fine arts includes, but is not limited to, antiques, paintings, etchings, drawings, tapestries, sculptures and fragile property such as porcelains, china and marble.
3. The most we will pay for loss in any one occurrence under this Additional Coverage is \$25,000 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property. The amount payable under this Additional Coverage is additional insurance over the insurance available for Business Personal Property.

4. The value of fine arts will be the least of the following amounts:

- a. The actual cash value of that property;
- b. The cost of reasonably restoring that property to its condition immediately before loss; or
- c. The cost of replacing that property with substantially identical property.

5. In the event of loss, the value of property will be determined as of the time of loss.

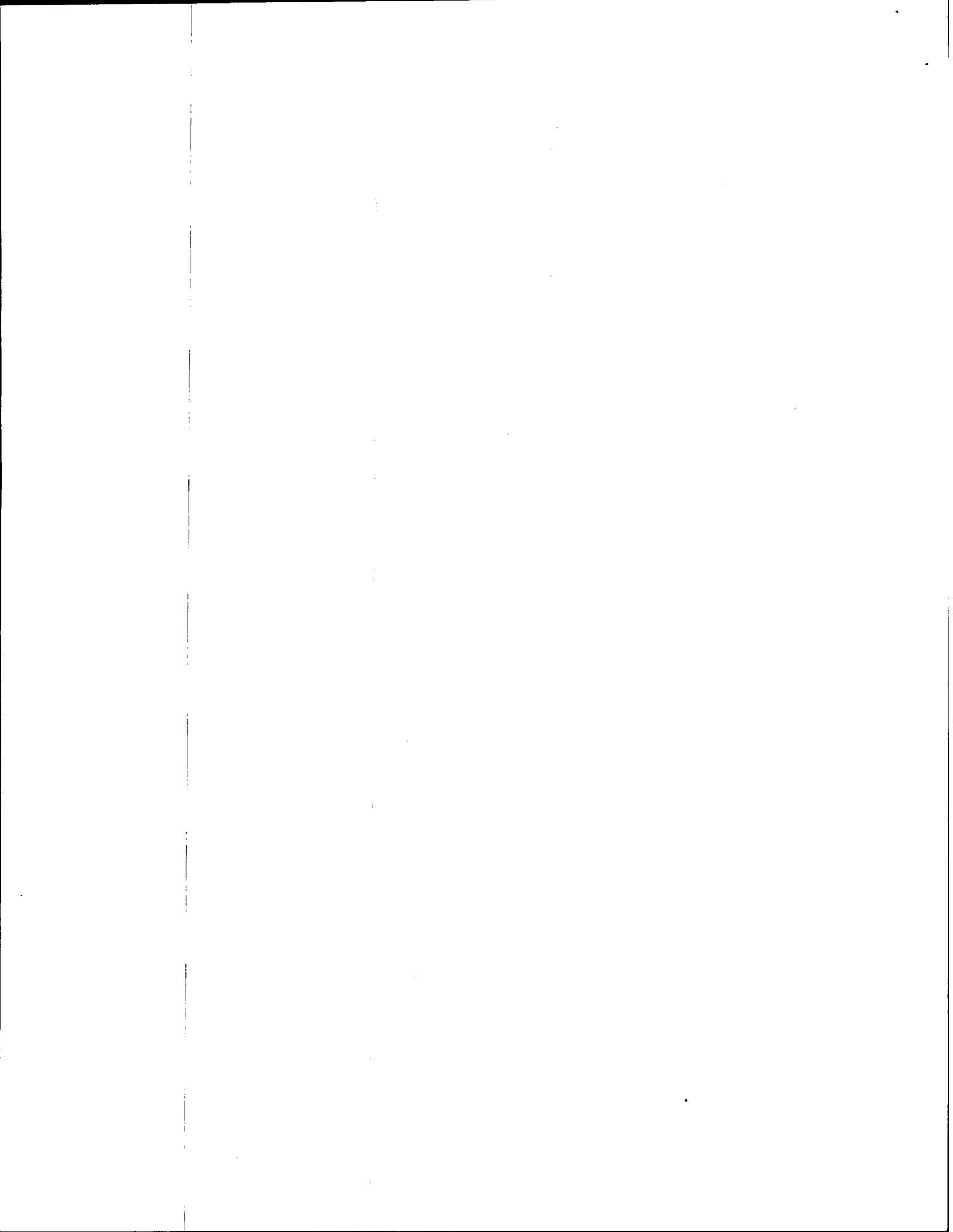
B. The following are added to the **Additional Conditions** Section:

1. In case of loss to any part of a pair or set, we may:
  - a. Repair or replace any part to restore the pair or set to its value before the loss; or
  - b. Pay the difference between the value of the pair or set before and after the loss.
2. You must arrange for fine arts to be packed and unpacked by competent packers.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GOLF COURSES – RESTAURANTS AND REFRESHMENT STANDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART – BUILDING AND PERSONAL PROPERTY COVERAGE  
FORM  
COMMERCIAL PROPERTY COVERAGE PART – BUSINESS INCOME (AND EXTRA EXPENSE)  
COVERAGE FORM COMMERCIAL PROPERTY COVERAGE PART – CAUSES OF LOSS – SPECIAL  
FORM

The provisions of the Building And Personal Property Coverage Form, Causes Of Loss – Special Form, Business Income (And Extra Expense) Coverage Form and the Commercial General Liability Coverage Part apply except as otherwise provided in this endorsement. This endorsement applies only if the Coverage Forms and Coverage Part named above are all included in this policy. All numbers and letters used to designate paragraphs in this endorsement are specific to this endorsement only. They do not reference paragraphs in the Commercial Property or Commercial General Liability Coverage Parts.

### I. Changes To The Building And Personal Property Coverage Form

A. The following coverages are added to **Additional Coverages** in the **Coverage Section**:

#### 1. Brands And Labels

- a. If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, we may take all or any part of the property at an agreed or appraised value. If so, you may:
- (1) Stamp the word salvage on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
  - (2) Remove the brands or labels, if doing so will not physically damage the merchandise. You must relabel the merchandise or its containers to comply with the law.

- b. We will pay reasonable costs you incur to perform the activities described in Paragraphs (1) and (2) above. But the total we pay for these costs and the value of the damaged property will not exceed the applicable Limit of Insurance on such property.
- c. The most we will pay under this Additional Coverage for loss in any one occurrence is \$25,000.

#### 2. Spoilage Coverage

- a. We will pay for the loss of "perishable stock" as described below caused by:
- (1) A change in temperature or humidity resulting from mechanical breakdown or failure of refrigeration, cooling or humidity control apparatus or equipment, only while such apparatus or equipment is at the described premises;
  - (2) Contamination by a refrigerant; and
  - (3) Power outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.
- b. The most we will pay under this Additional Coverage for loss in any one occurrence is \$25,000 unless a different Limit of Insurance for spoilage coverage is shown in the Declarations.

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- c. The value of the "perishable stock" will be the selling price, as if no loss or damage had occurred, less discounts and expenses you otherwise would have had.
- d. This Additional Coverage does not apply if the spoilage results from the following additional exclusions:
  - (1) The disconnection of any refrigerating, cooling or humidity control system from the source of power;
  - (2) The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current;
  - (3) The inability of an electrical utility company or other power source to provide sufficient power due to:
    - (a) Lack of fuel; or
    - (b) Governmental order;
  - (4) The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand; and
  - (5) Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.
- e. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of that deductible, up to the applicable Limit of Insurance. No other deductible in this policy applies to the coverage provided by this Additional Coverage.
- f. You must maintain a refrigeration maintenance or service agreement. If you terminate this agreement and do not notify us within 10 days, the spoilage coverage provided by this Additional Coverage will be automatically suspended at the involved location.  
 However, coverage provided by this Additional Coverage is restored upon:
  - (1) Reinstatement of the applicable refrigeration maintenance or service agreement; or
  - (2) Procurement of a replacement refrigeration maintenance or service agreement.

## II. Changes To The Business Income (And Extra Expense) Coverage Form

- A. If Business Income (And Extra Expense) Coverage is provided under this policy, the following additional coverages are added to **Additional Coverages** in the **Coverage Section**:

### 1. Business Income And Extra Expense From Dependent Properties

- a. We will pay the actual loss of Business Income you sustain and extra expense you incur due to physical loss or damage at the premises of a "dependent property" caused by or resulting from any Covered Cause of Loss.

However, this Additional Coverage does not apply when the only loss to "dependent property" is loss or damage to electronic data, including destruction or corruption of electronic data. If the "dependent property" sustains loss or damage to electronic data and other property, coverage under this Additional Coverage will not continue once the other property is repaired, rebuilt or replaced.

The most we will pay under this Additional Coverage for loss in any one occurrence is \$10,000 unless a different Limit of Insurance for business income from "dependent properties" is shown in the Declarations.

- b. We will reduce the amount of your Business Income loss, other than Extra Expense, to the extent you can resume "operations", in whole or in part, by using any other available:

- (1) Source of materials; or
- (2) Outlet for your products.

- c. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

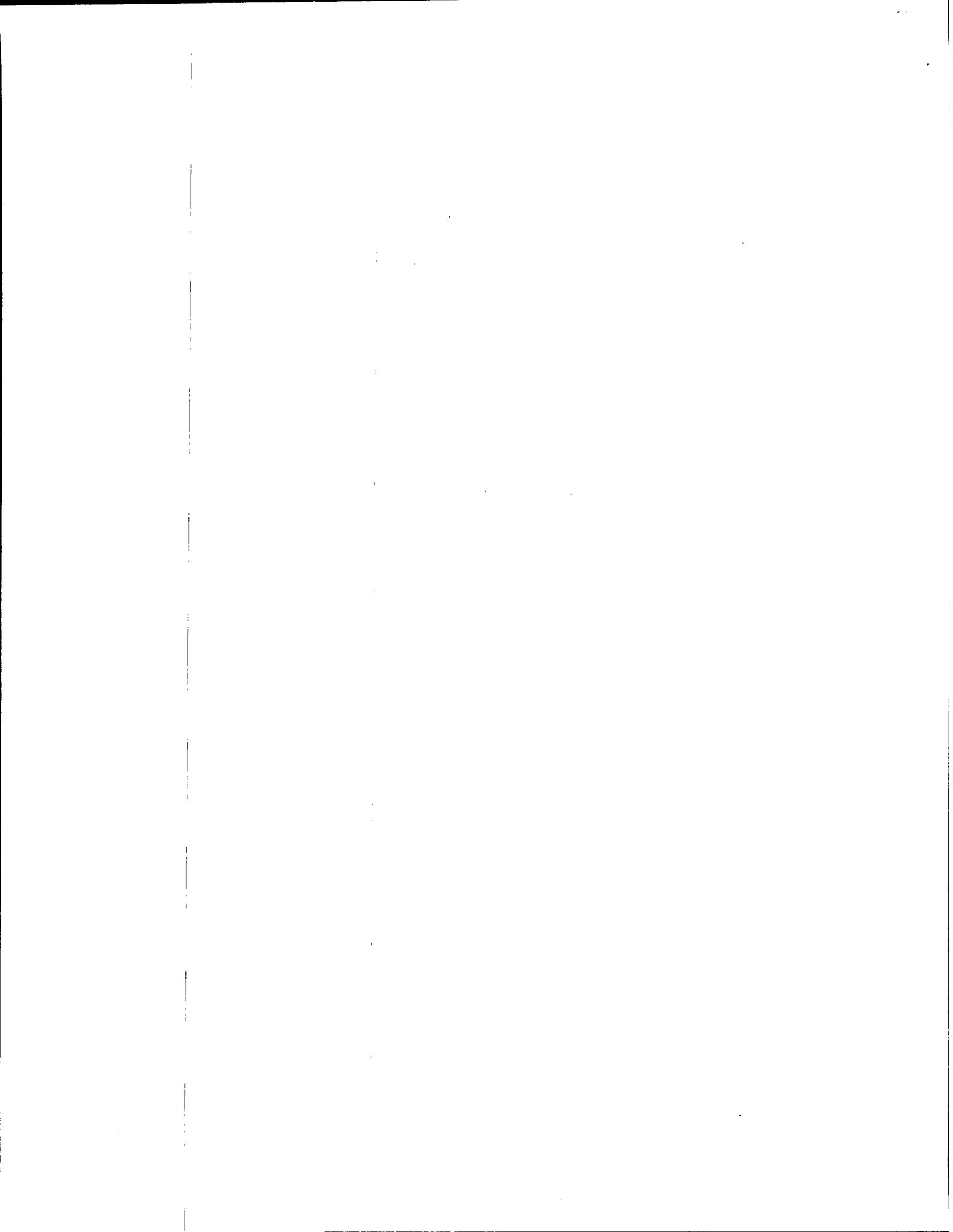
- d. The coverage period for Business Income under this Additional Coverage:

- (1) Begins 72 hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the premises of the "dependent property"; and

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- (2) Ends on the date when the property at the premises of the "dependent property" should be repaired, rebuilt or replaced with reasonable speed and similar quality.
- e. The Business Income coverage period, as stated in Paragraph d., does not include any increased period required due to the enforcement of any ordinance or law that:
  - (1) Regulates the construction, use or repair, or requires the tearing down, of any property; or
  - (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

The expiration date of this policy will not reduce the Business Income coverage period.

**2. Food Contamination**

- a. If your business at the described premises is ordered closed by the Board of Health or any other governmental authority as a result of the discovery or suspicion of food contamination, we will pay the following:
  - (1) Extra expenses, meaning:
    - (a) Your expense to clean your equipment as required by the Board of Health or any other governmental authority;
    - (b) Your expense to replace food which is, or is suspected to be, contaminated; and
    - (c) Your expense to provide necessary medical tests or vaccinations for your infected employees. However, we will not pay for any expense that is otherwise covered under a Workers' Compensation Policy.
  - (2) The actual loss of Business Income you sustain due to the necessary "suspension" of your "operations".

The coverage for Business Income will begin 24 hours after you receive notice of closing from the Board of Health, or any other governmental authority.

- (3) Additional advertising expenses you incur to restore your reputation.
- b. Food contamination means an incidence of food poisoning to one or more of your patrons as a result of:
  - (1) Tainted food you purchased;
  - (2) Food which has been improperly stored, handled or prepared; or
  - (3) A communicable disease transmitted through one or more of your employees.
- c. The most we will pay under this Additional Coverage for loss in any one occurrence is:
  - (1) \$10,000 for extra expenses;
  - (2) \$10,000 for business income; and
  - (3) \$5,000 for additional advertising expenses;

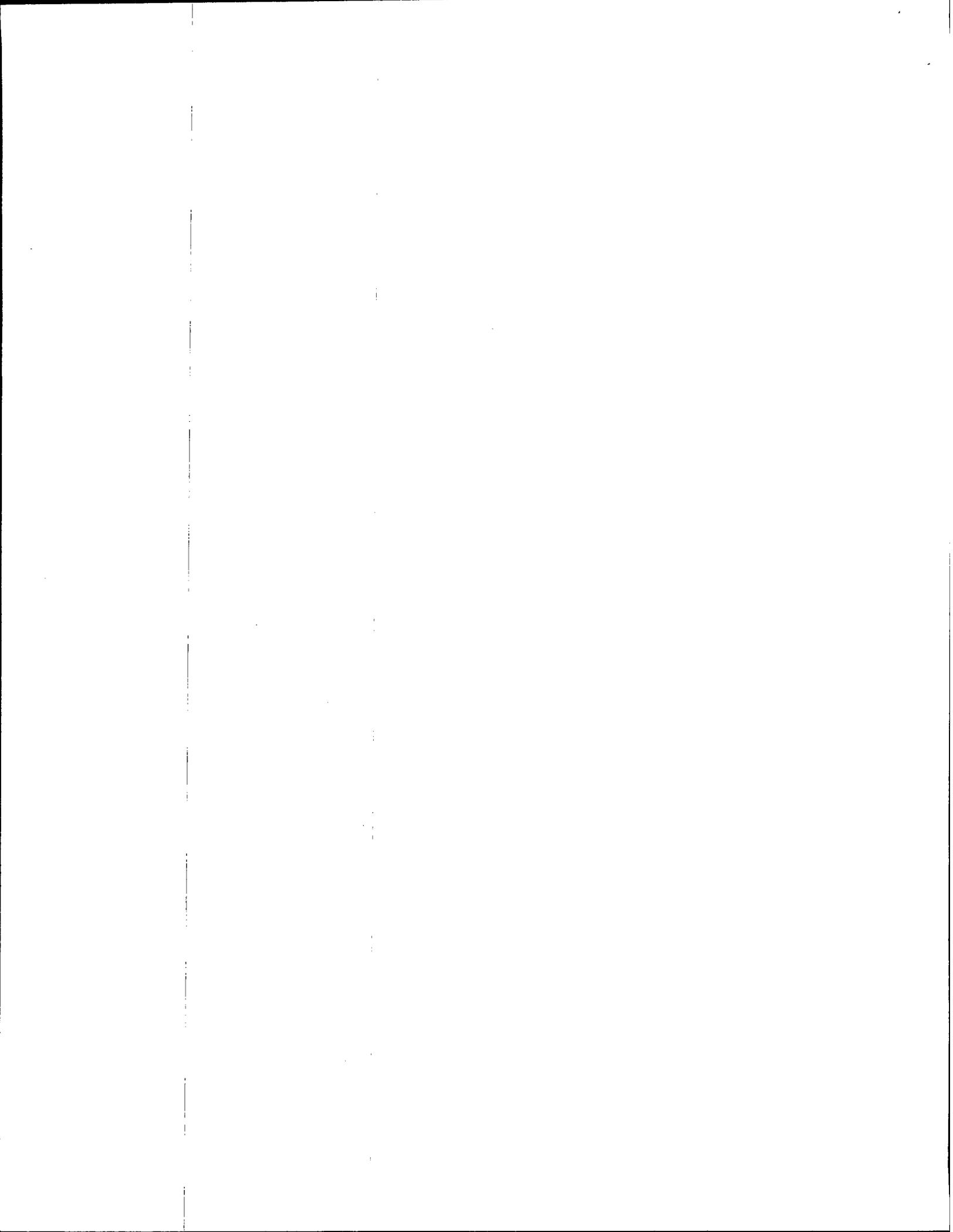
unless different Limits of Insurance for food contamination are shown in the Declarations.

- d. We will not pay any fines or penalties levied against you by the Board of Health or any other governmental authority as a result of the discovery or suspicion of food contamination at the described premises.

**III. Changes To The Causes Of Loss – Special Form**

- A. The **Utility Services** exclusion in the **Exclusions** Section does not apply to the following Additional Coverages in Sections I and II of this endorsement:
  - 1. **Business Income And Extra Expense From Dependent Properties;** and
  - 2. **Spoilage Coverage.**
- B. The **Limitations** Section is amended as follows:
  - 1. The limitation pertaining to payment for loss of or damage to fragile articles does not apply with respect to the breakage of chinaware.
  - 2. The special limit for furs, fur garments and garments trimmed with fur is increased to \$10,000.

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C. The following exclusion is added to the Exclusions Section:

**Exclusion Of Loss Due To Virus Or Bacteria**

1. The exclusion set forth in Paragraph 2. applies to all coverage under all forms and endorsements that comprise this Coverage Part, except as provided in Paragraph 3. This includes but is not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
2. We will not pay for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.
3. However, the exclusion in Paragraph 2. does not apply to the following:
  - a. Loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Part; or
  - b. Coverage otherwise provided under Section II, Paragraph A.2. – Food Contamination.
4. With respect to any loss or damage subject to the exclusion in Paragraph 2., such exclusion supersedes any exclusion relating to "pollutants".
5. The following provisions in this Coverage Part are hereby amended to remove reference to bacteria:
  - a. Exclusion of "Fungus", Wet Rot, Dry Rot And Bacteria; and
  - b. Additional Coverage – Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria, including any endorsement increasing the scope or amount of coverage.
6. The terms of the exclusion in Paragraph 2., or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part.

**IV. Changes To The Commercial General Liability Coverage Part**

A. The following is added to the Coverage Section:

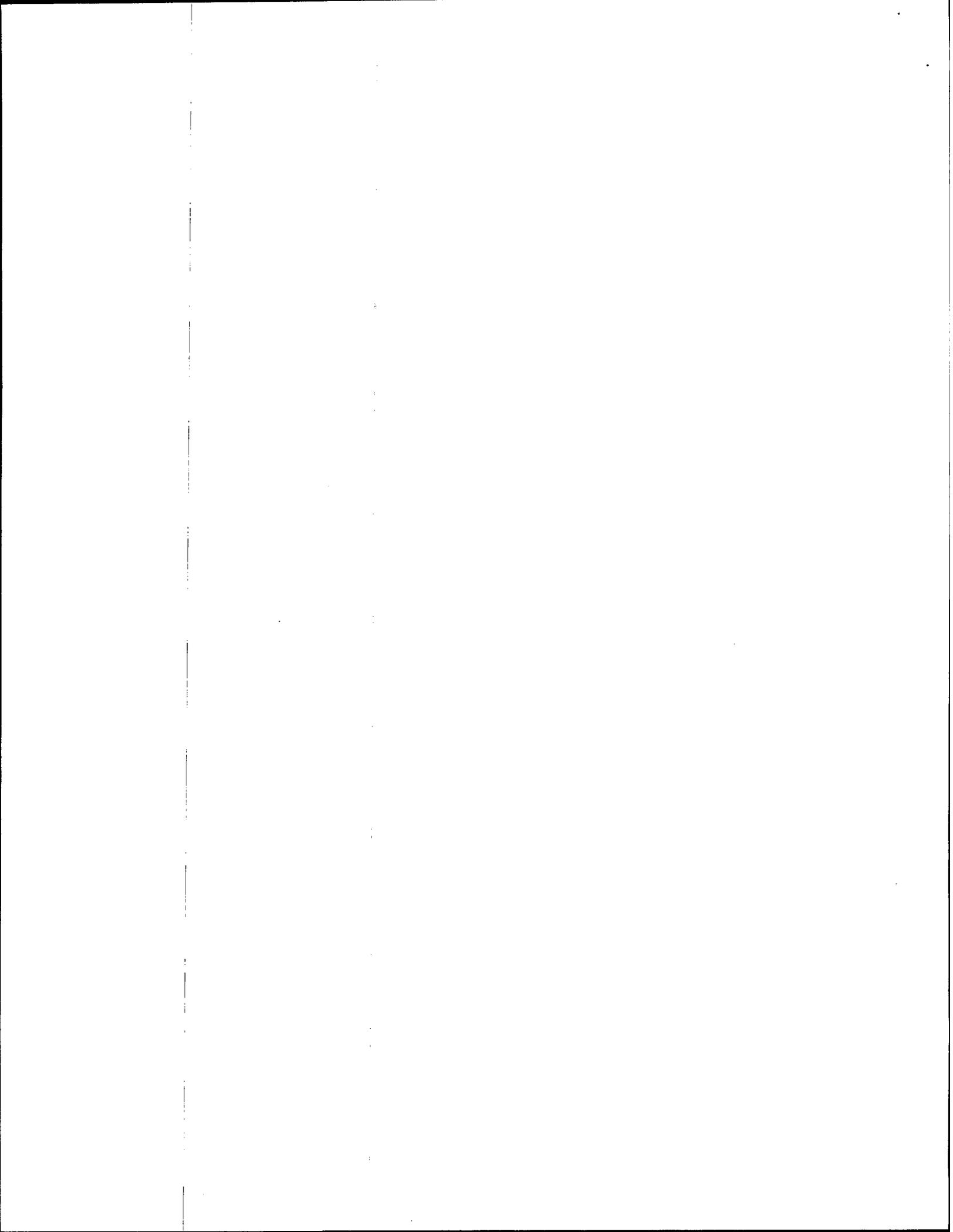
**SERVICES ERRORS AND OMISSIONS COVERAGE**

**1. Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of an error or omission by you or any of your "employees" or by any concessionaire trading under your name in providing facilities, goods or services, including the failure to deliver or a misdelivery of items you hold for sale. Such coverage for errors and omissions applies only to liability arising out of your restaurant and refreshment stand operations. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for delivery errors and omissions to which this insurance does not apply. We may, at our discretion, investigate the circumstances of any error or omission and settle any claim or "suit" that may result. But:

- (1) The most we will pay for the sum of all damages under this Services Errors And Omissions Coverage because of all services errors and omissions is \$10,000 in any annual period starting with the beginning of the policy period shown in the Declarations. This Limit of Insurance applies separately to each premises described in the Declarations;
- (2) We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$250. We will then pay the amount of loss or damage in excess of \$250 up to the applicable Limit of Insurance; and
- (3) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under this Services Errors And Omissions Coverage.

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- b. This insurance applies only to:
  - (1) Errors in the providing of facilities, goods or services that take place or omissions in providing such goods, facilities or services that should have taken place; and
  - (2) Errors in deliveries that take place or omissions of such deliveries that should have taken place;
 in the "coverage territory" and during the policy period.

**2. Exclusions**

This insurance does not apply to:

- a. Intentional error or intentional failure to provide any services.
  - b. Intentional error or intentional misdelivery or failure to deliver "your product".
  - c. "Bodily injury", "property damage" or "personal and advertising injury".
  - d. Discrimination based on a customer's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition or residence location.
3. With respect to the **Services Errors And Omissions Coverage, the Duties In The Event Of Occurrence, Offense, Claim Or Suit** Condition is replaced by the following:
- a. You must see to it that we are notified as soon as practicable of an error or omission which may result in a claim. To the extent possible, notice should include:
    - (1) How, when and where the error or omission took place; and
    - (2) The names and addresses of the affected customer(s).
  - b. If a claim is made or "suit" is brought against any insured, you must:
    - (1) Immediately record the specifics of the claim or "suit" and the date received; and
    - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
  - c. You and any other involved insured must:
    - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

- (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in our investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an error or omission to which this insurance may apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

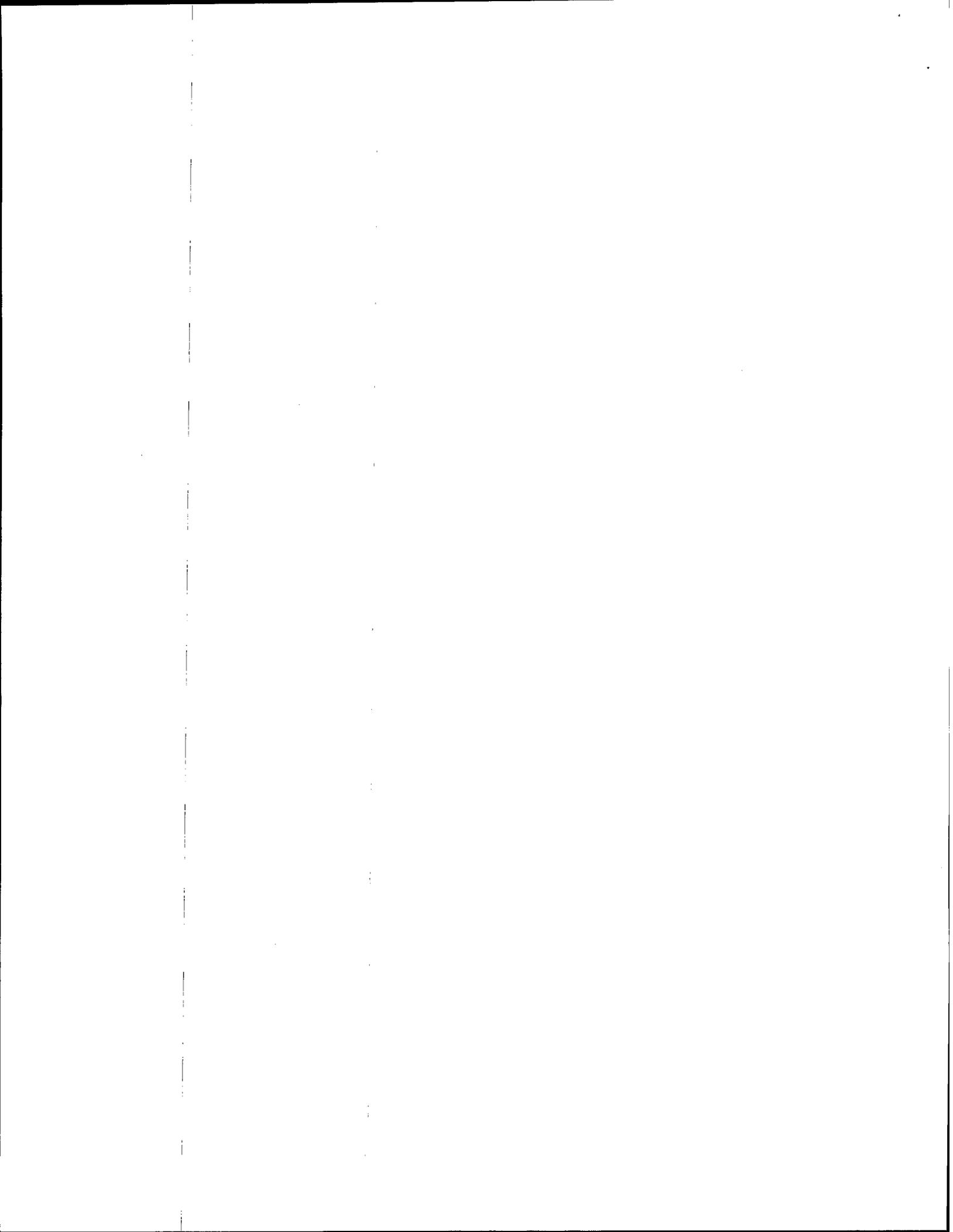
**MERCHANDISE WITHDRAWAL EXPENSES COVERAGE**

**1. Insuring Agreement**

- a. We will reimburse you for "merchandise withdrawal expenses" incurred because of "merchandise withdrawal" to which this insurance applies.
 

The most we will reimburse you for the sum of all "merchandise withdrawal expenses" incurred for all "merchandise withdrawals" initiated during the policy period is \$25,000. No other obligation or liability to pay sums or perform acts or services is covered.
- b. This insurance applies to a "merchandise withdrawal" only if the "merchandise withdrawal" is initiated in the "coverage territory" during the policy period because:
  - (1) You determine that the "merchandise withdrawal" is necessary; or
  - (2) An authorized government entity has ordered you to conduct a "merchandise withdrawal".
- c. The initiation of a "merchandise withdrawal" will be deemed to have been made only at the earliest of the following times:
  - (1) When you first announced, in any manner, to the general public, vendors or to your "employees" (other than those "employees" directly involved in making the determination) your decision to conduct or participate in a "merchandise withdrawal". This applies regardless of whether the determination to conduct a "merchandise withdrawal" is made by you or is requested by a third party; or

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- (2) When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "merchandise withdrawal".
- d. "Merchandise withdrawal expenses" incurred to withdraw "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "merchandise withdrawal".
- e. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$250. We will then pay the amount of loss or damage in excess of \$250 up to the applicable Limit of Insurance.

**2. Exclusions**

This insurance does not apply to "merchandise withdrawal expenses" arising out of:

- a. Any "merchandise withdrawal" initiated due to:
  - (1) The failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury".
  - (2) Copyright, patent, trade secret, trade dress or trademark infringements.
  - (3) Transformation of a chemical nature, deterioration or decomposition of "your product". This exclusion does not apply if it is caused by:
    - (a) An error in manufacturing, design, or processing;
    - (b) Transportation of "your product"; or
    - (c) "Merchandise tampering".
  - (4) Expiration of the designated shelf life of "your product".
- b. A "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the date when this Coverage Part was first issued to you or prior to the time "your product" leaves your control or possession.

- c. Recall of any specific product for which "bodily injury" or "property damage" is excluded under the Bodily Injury And Property Damage Liability Coverage by endorsement.
- d. Recall when "your product" or a component contained within "your product" has been:
  - (1) Banned from the market by an authorized government entity prior to the policy period; or
  - (2) Distributed or sold by you subsequent to any government ban.
- e. The defense of a claim or "suit" against you for liability arising out of a "merchandise withdrawal".
- f. The costs of regaining goodwill, market share, revenue or "profit" or the costs of redesigning "your product".

**3. With respect to this Merchandise Withdrawal Expenses Coverage, the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition is replaced by the following:**

- a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your product", or any governmental investigation that may result in a "merchandise withdrawal". To the extent possible, notice should include:
  - (1) How, when and where the "defect" was discovered;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".
- b. If a "merchandise withdrawal" is initiated, you must:
  - (1) Immediately record the specifics of the "merchandise withdrawal" and the date it was initiated; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "merchandise withdrawal" as soon as practicable.

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c. You must promptly take all reasonable steps to mitigate the expenses associated with a "merchandise withdrawal". Any "profit" that you receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for "merchandise withdrawal expenses".

d. You and any other involved insured must:

- (1) Immediately send us copies of pertinent correspondence received in connection with the "merchandise withdrawal";
- (2) Authorize us to obtain records and other information; and
- (3) Cooperate with us in our investigation of the "merchandise withdrawal".

B. With respect to this endorsement, the **Who Is An Insured** Section is amended to include as an insured:

1. Any person or organization with respect to their liability as a grantor of a franchise to you.
2. Any person or organization with respect to their liability as a concessionaire trading under your name with your permission.

C. With respect to "bodily injury" or "property damage" arising out of "your products" manufactured, sold, handled or distributed in connection with the conduct of your restaurant and refreshment stand operations, when conducted by you or on your behalf, the first paragraph in the "products-completed operations hazard" definition is amended to read as follows:

Includes all "bodily injury" and "property damage" that arises out of "your products" if the "bodily injury" or "property damage" occurs after you have relinquished possession of those products.

V. The following definitions are added to the **Definitions** Section:

A. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.

B. "Dependent property" means property operated by others whom you depend on to:

1. Deliver materials or services to you, or to others for your account. But any property which delivers any of the following services is not a "dependent property" with respect to such services:
  - a. Water supply services;
  - b. Power supply services; or

c. Communication supply services, including services relating to internet access or access to any electronic network;

2. Accept your products or services;
3. Manufacture products for delivery to your customers under contract of sale; or
4. Attract customers to your business.

The "dependent property" must be located in the coverage territory of this policy.

C. "Merchandise tampering" is an act of intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury".

When "merchandise tampering" is known or suspected or threatened, a "merchandise withdrawal" will be limited to those batches of "your product" which are known or suspected to have been tampered with.

D. "Merchandise withdrawal" means the recall or withdrawal:

1. From the market; or
2. From use by any other person or organization;

of "your products", or products which contain "your products", because of known or suspected "defects" in "your product", or known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury".

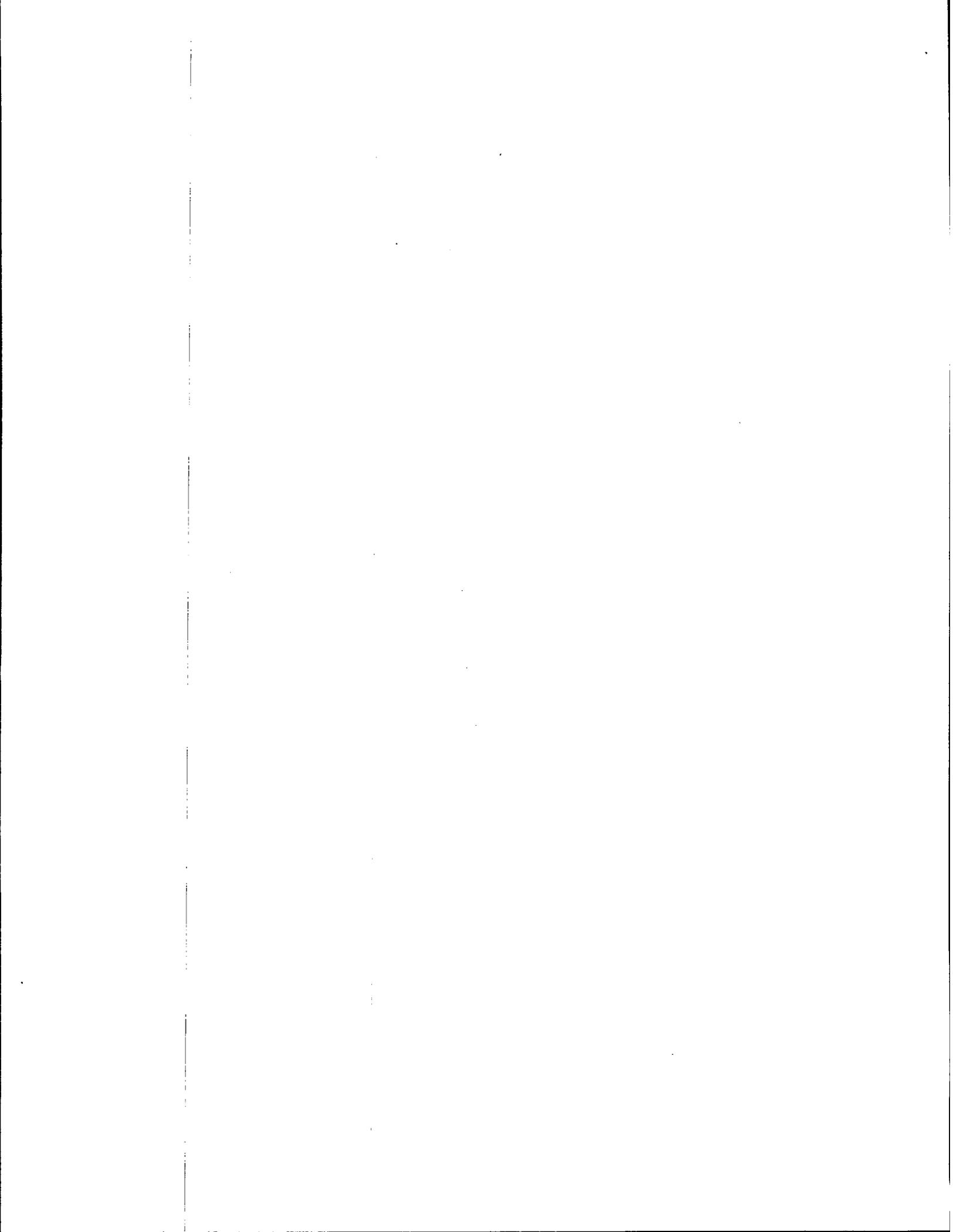
E. "Merchandise withdrawal expenses" means those reasonable and necessary extra expenses listed below, paid and directly related to a "merchandise withdrawal":

1. Costs of notification;
2. Costs of stationery, envelopes, production of announcements and postage or facsimiles;
3. Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees including costs of transportation and accommodations;
4. Costs of computer time;
5. Costs of hiring independent contractors and other temporary employees;
6. Costs of transportation, shipping or packaging;
7. Costs of warehouse or storage space; or
8. Costs of proper disposal of "your products", or products that contain "your products", that can not be reused, not exceeding your purchase price or your cost to produce the products.

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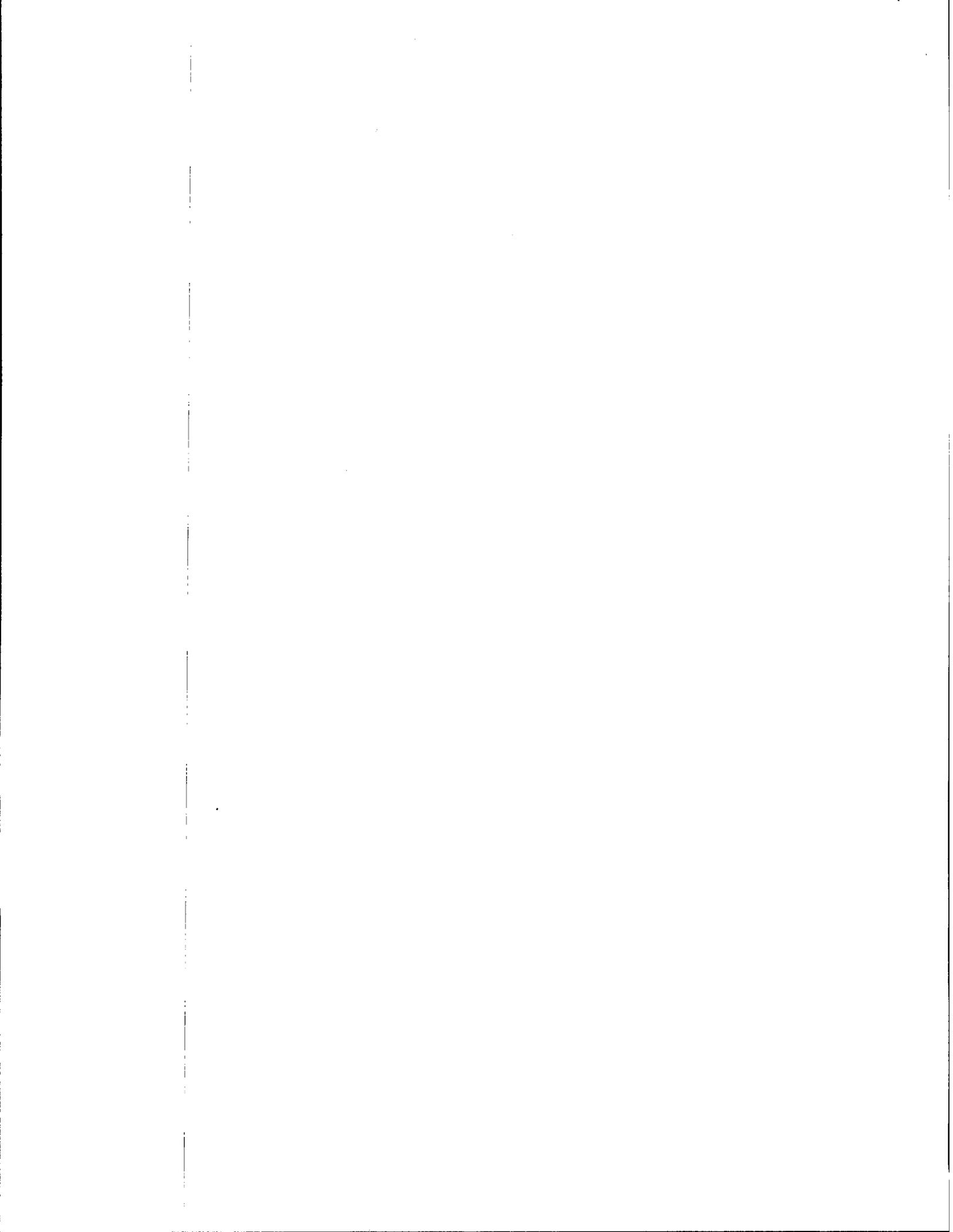


F. "Perishable stock" means property:

1. Maintained under controlled conditions for its preservation; and
2. Susceptible to loss or damage if the controlled conditions change.

G. "Profit", as respects the coverage provided under Section III of this endorsement for Merchandise Withdrawal Expenses Coverage only, means the positive gain from business operation after subtracting all expenses.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GOLF COURSES – PESTICIDE OR HERBICIDE APPLICATOR COVERAGE

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement is subject to all the provisions of the Commercial General Liability Coverage Part except as otherwise provided in this endorsement. All numbers and letters used to designate paragraphs in this endorsement are specific to this endorsement only. They do not reference paragraphs in the Commercial General Liability Coverage Part.

A. The following **Pesticide And Herbicide Applicator Coverage** is added to the **Coverages** Section:

#### PESTICIDE AND HERBICIDE APPLICATOR COVERAGE

##### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" as a result of the application of herbicides or pesticides by an insured or an insured's employee(s). The application of such herbicides or pesticides must be conducted on the insured's premises. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result.
- b. This insurance applies to "bodily injury" and "property damage" as a result of the application of herbicides or pesticides by an insured or an insured's employee(s) conducted on the insured's premises only if:
  - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory" and within the policy period;
  - (2) The application of herbicides or pesticides is by an insured or an insured's employee(s) on lawns, greens and/or tees under your regular care;

- (3) The operations are conducted by the insured or an employee of the insured on premises you own or rent; and
- (4) The operations meet all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government having application to those operations.

##### 2. Exclusions

This insurance does not apply to:

- a. Intentional error or intentional improper or excessive application of pesticides and/or herbicides.
- b. "Personal and advertising injury".

3. With respect to this **Pesticide And Herbicide Applicator Coverage**, the **Duties In The Event Of Occurrence, Offense, Claim Or Suit** Condition is replaced by the following:

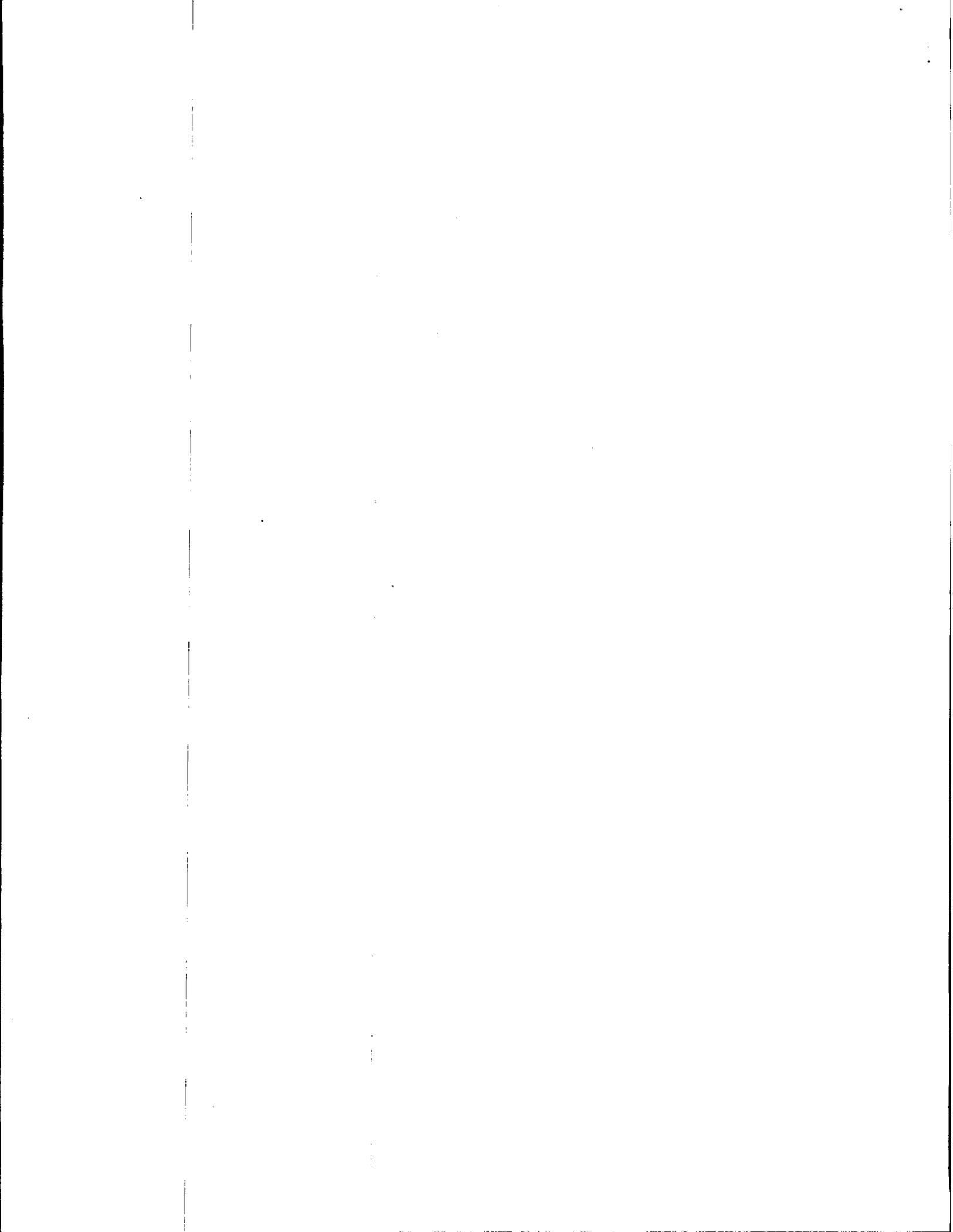
- a. You must see to it that we are notified as soon as practicable of "bodily injury" or "property damage" as a result of the application of herbicides or pesticides by an insured or an insured's employee(s) which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "bodily injury" or "property damage" took place; and
  - (2) The name(s) and address(es) of the affected customer(s).
- b. If a claim is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

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c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in our investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "bodily injury" or "property damage" to which this insurance may apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

B. The **Pollution Exclusion** is replaced by the following:

**f. Pollution**

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not or never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

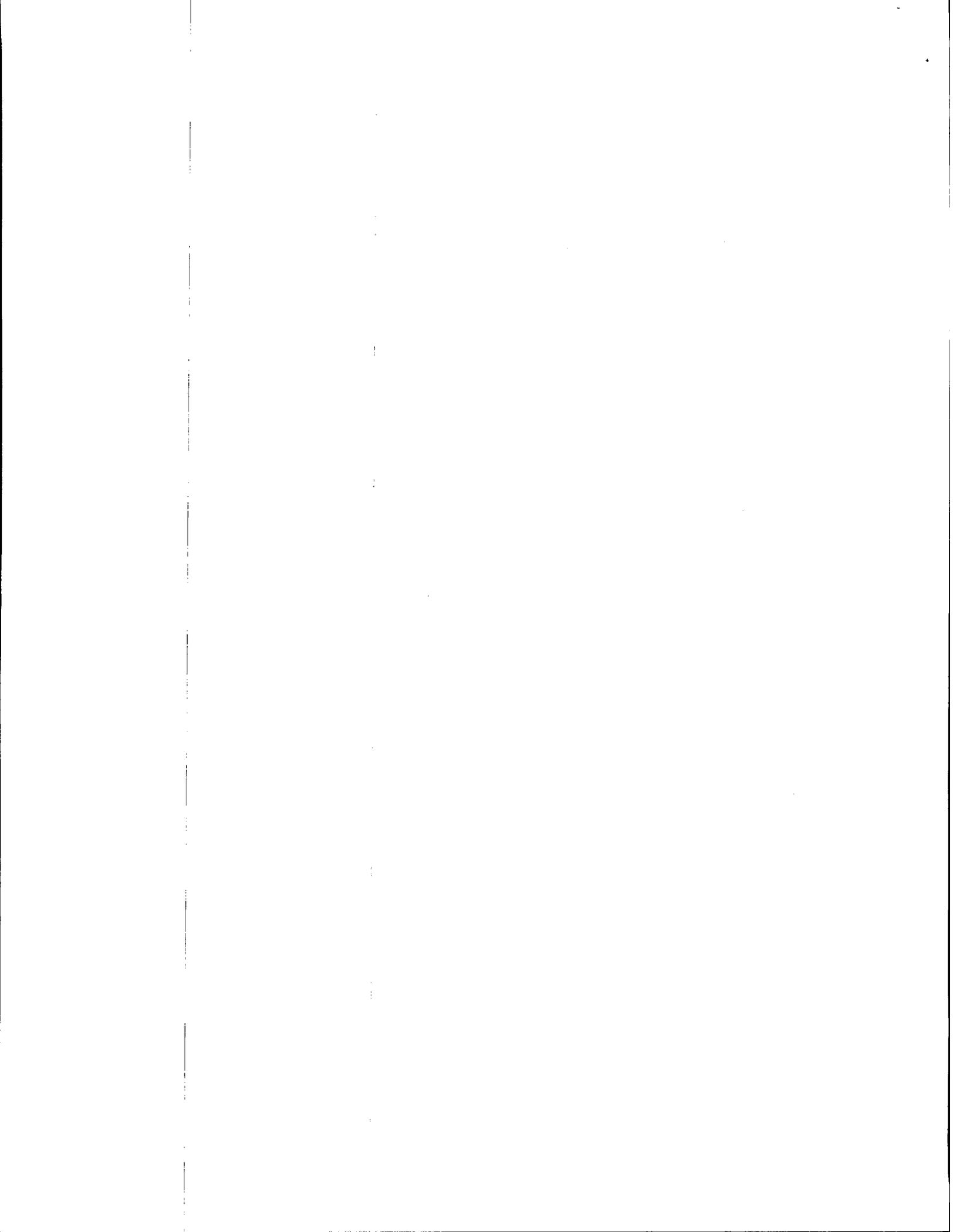
(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## GOLF COURSES – SCHEDULED MOBILE EQUIPMENT PROPERTY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART – BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
COMMERCIAL PROPERTY COVERAGE PART – CAUSES OF LOSS – SPECIAL FORM

### MOBILE EQUIPMENT SCHEDULE

Limit Of Insurance	Make Or Model	Serial Or Motor Number
\$		
\$		
\$		
<b>Deductible Amount (Per Occurrence)    \$</b>		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

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This endorsement is subject to all the provisions of the Building And Personal Property Coverage Form and the Causes Of Loss – Special Form except as otherwise provided in this endorsement. All numbers and letters used to designate paragraphs in this endorsement are specific to this endorsement only. They do not reference paragraphs in the Commercial Property Coverage Part.

**I. Changes To The Building And Personal Property Coverage Form**

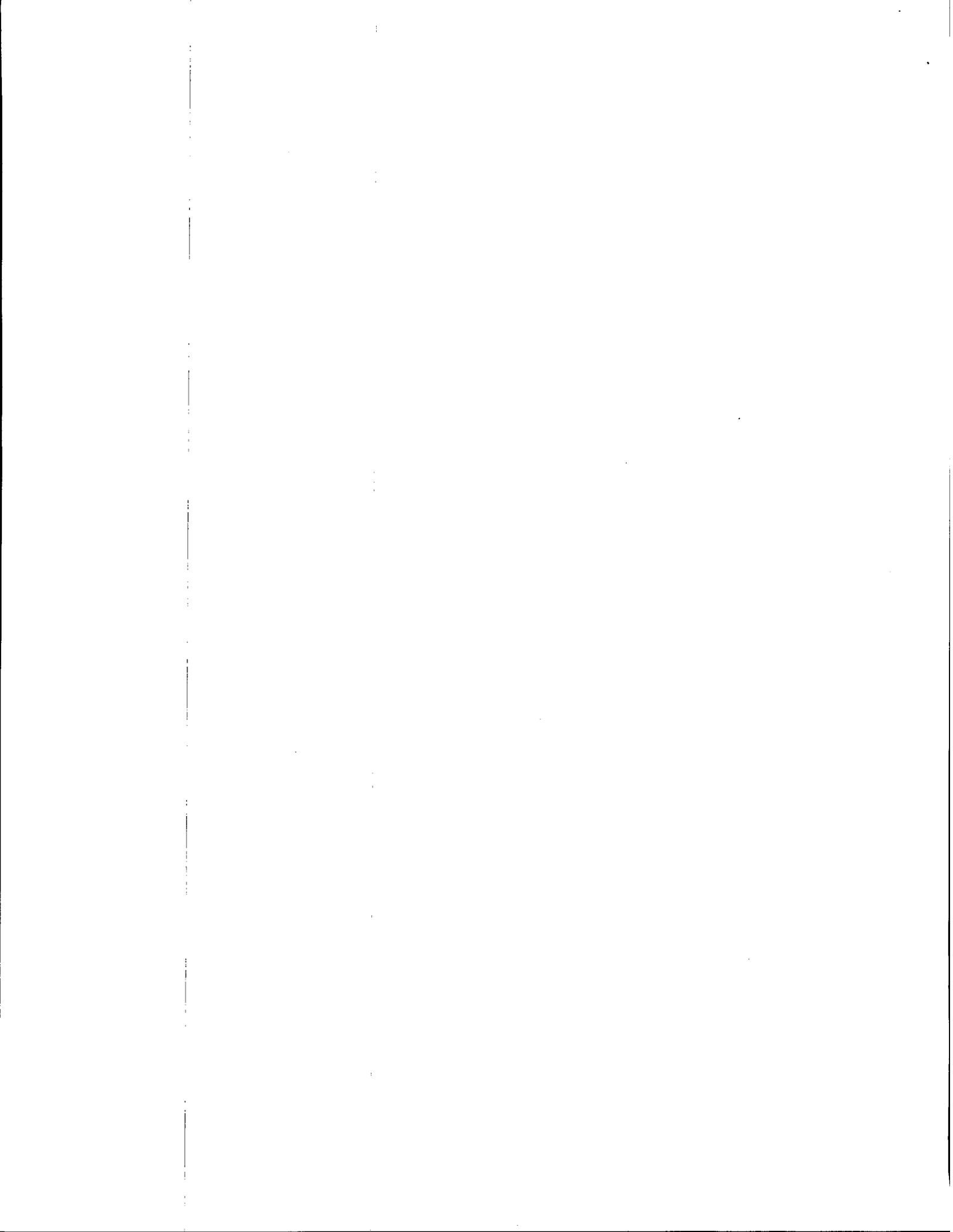
**A.** The following is added to **Additional Coverages** in the **Coverage Section**:

**Scheduled Mobile Equipment Coverage**

1. We will pay for direct physical loss of or damage to "mobile equipment" whether owned by:
  - a. You; or
  - b. Others, and in your care, custody or control.

2. The most we will pay for loss or damage in any one occurrence under this Additional Coverage is the Limit of Insurance shown in the Schedule of this endorsement at each described premises. Our payment for loss of or damage to "mobile equipment" will only be for the account of the owner of the "mobile equipment". The amount payable under this Additional Coverage is additional insurance over the insurance available for Business Personal Property.
3. We will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds the deductible amount shown in the Schedule of this endorsement. We will then pay the amount of loss or damage in excess of the deductible up to the applicable Limit of Insurance.
4. With respect to covered "mobile equipment", we will pay no more than the least of the following:
  - a. The actual cash value;
  - b. The amount required to repair or replace; or

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- c. The Limit of Insurance that applies to such property.

We will use the manufacturer's specifications or accepted repair practices to repair the "mobile equipment's" molded body or parts made of fiberglass, plastic or composite materials.

All other provisions of the Building And Personal Property Coverage Form apply.

**B. Deductible** is replaced by the following:

The deductible amount stated in the Schedule of this endorsement for loss or damage from a Covered Cause of Loss is the most that will be deducted for all loss or damage in any one occurrence to "mobile equipment" described in the Schedule of this endorsement.

**II. Changes To The Causes Of Loss – Special Form**

**A.** The following exclusions in the **Exclusions Section** do not apply to the **Scheduled Mobile Equipment Coverage** in Section I of this endorsement:

1. Earth Movement;
2. Water;
3. Smoke, vapor or gas from agricultural smudging or industrial operations; and
4. Rain, snow, ice or sleet to personal property in the open.

**B.** The following exclusions are added to the **Exclusions Section**:

1. We will not pay for loss or damage caused by or resulting from:

The "mobile equipment" being:

- a. Operated in, or practicing for, any prearranged or organized race, speed contest or other similar competition;
- b. Rented to others;

- c. Used to carry persons or cargo for a charge; or

- d. Used for any business purpose except while on a golfing facility;

2. To tires or wheels caused by contact with the road or ground, or tires punctured by an object lying on the ground;

3. Caused by or resulting from any work being done on the "mobile equipment", unless fire or explosion ensues and then only for the loss resulting from such ensuing fire or explosion.

**C.** For the purposes of this endorsement only, the following definition is added to the **Definitions Section**:

"Mobile equipment" means a motorized conveyance described in the Schedule of this endorsement, including permanently installed accessories, equipment or parts, that is:

1. Designed for the purpose of cutting grass, lawns or otherwise used in the maintenance of a golf course; and

2. Not built or modified after manufacture to exceed a speed of 25 miles per hour on level ground.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**GOLF COURSES – HOLE-IN-ONE PRIZE  
INDEMNIFICATION COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Limit Of Insurance	Prize Amount	Event Or Contest Information		
		Date(s) Of Event Or Contest	Length Of Target Hole (In Yards)	Anticipated Number Of Participants
\$	\$			
\$	\$			
\$	\$			

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

The provisions of the Commercial General Liability Coverage Part apply except as otherwise provided in this endorsement. This endorsement applies only if the Coverage Part named above is included in this policy. All numbers and letters used to designate paragraphs in this endorsement are specific to this endorsement only. They do not reference paragraphs in the Commercial General Liability Coverage Part.

With respect to the coverage provided by this endorsement, the Commercial General Liability Coverage Part is amended as follows:

**HOLE-IN-ONE PRIZE INDEMNIFICATION COVERAGE**

**A. Insuring Agreement**

1. We will reimburse you for the cost of a prize awarded because of a "prize indemnification event" to which this insurance applies.

The most we will reimburse you for the sum of all "prize indemnification events" incurred during the policy period is the Limit of Insurance shown in the Schedule. No other obligation or liability to pay sums or perform acts or services is covered.

2. This insurance applies to a "prize indemnification event" only if:
  - a. The "prize indemnification event" takes place in the "coverage territory";
  - b. The "prize indemnification event" occurs on the Date(s) Of Event Or Contest shown in the Schedule of this endorsement; and
  - c. The award procedures for the "prize indemnification event" have been reviewed and attached to this endorsement.

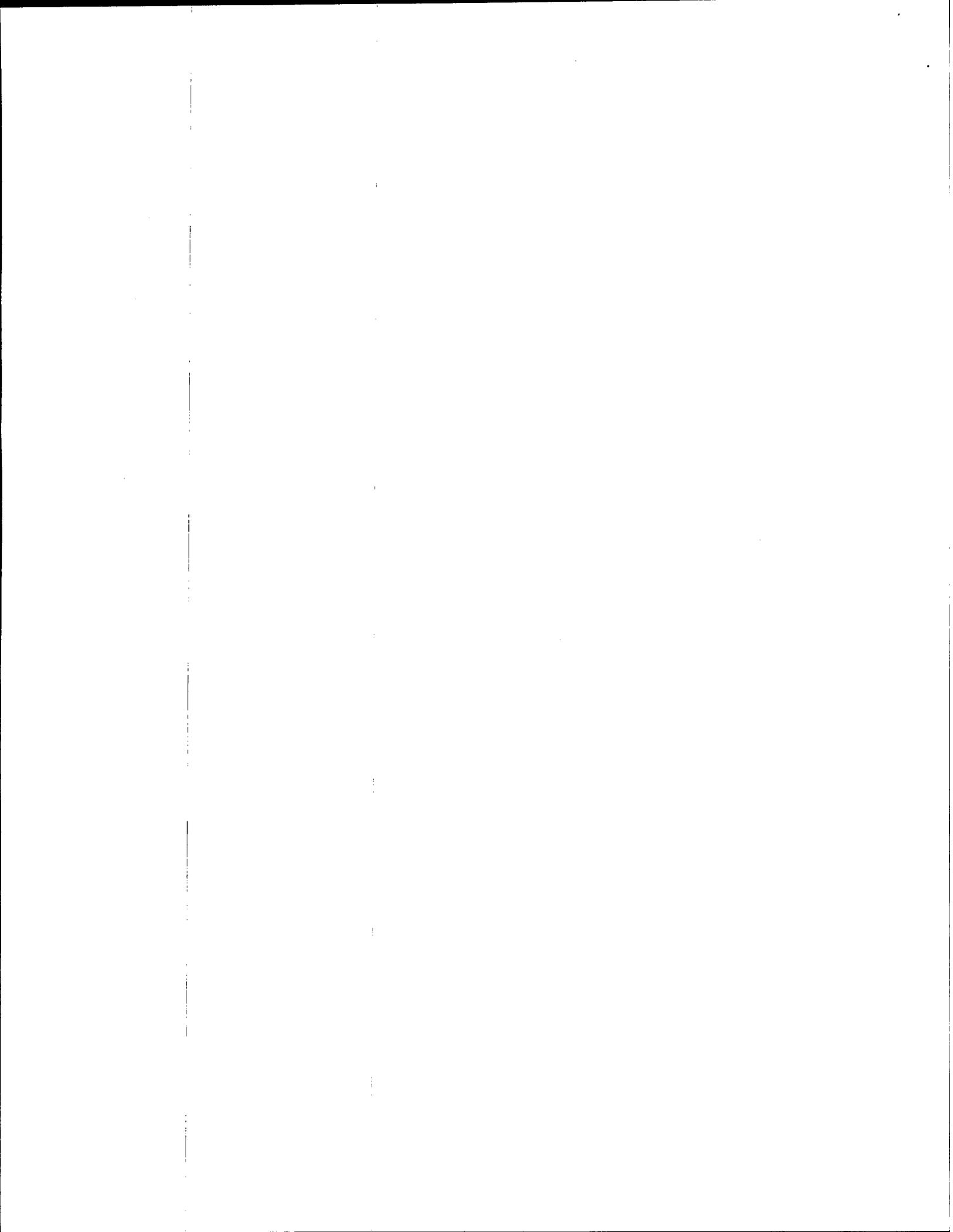
**B. Exclusions**

In addition to the exclusions listed under Coverage A. of the General Liability Coverage Part, the following exclusions are added:

**1. Injury Or Damage**

The insurance provided by this endorsement is only for a "prize indemnification event" that the insured is obligated to pay. This insurance does not cover any claim for "bodily injury", "property damage", "personal and advertising injury" or any other type of injury, claim, "suit", liability or damages, unless expressly covered under Paragraph A.1. of this endorsement.

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**2. No Award Procedures**

This insurance does not apply to any "prize indemnification event" that does not have established award procedures in writing and attached to this endorsement.

**C. Limits Of Insurance**

The Limit Of Insurance shown in the Schedule of this endorsement is the most we will pay regardless of the number of:

1. Insureds; or
2. Claims made by any insured for reimbursement.

**D. The following definition is added to the Definitions Section:**

"Prize indemnification event" means an amateur hole-in-one event or other contest held by the insured:

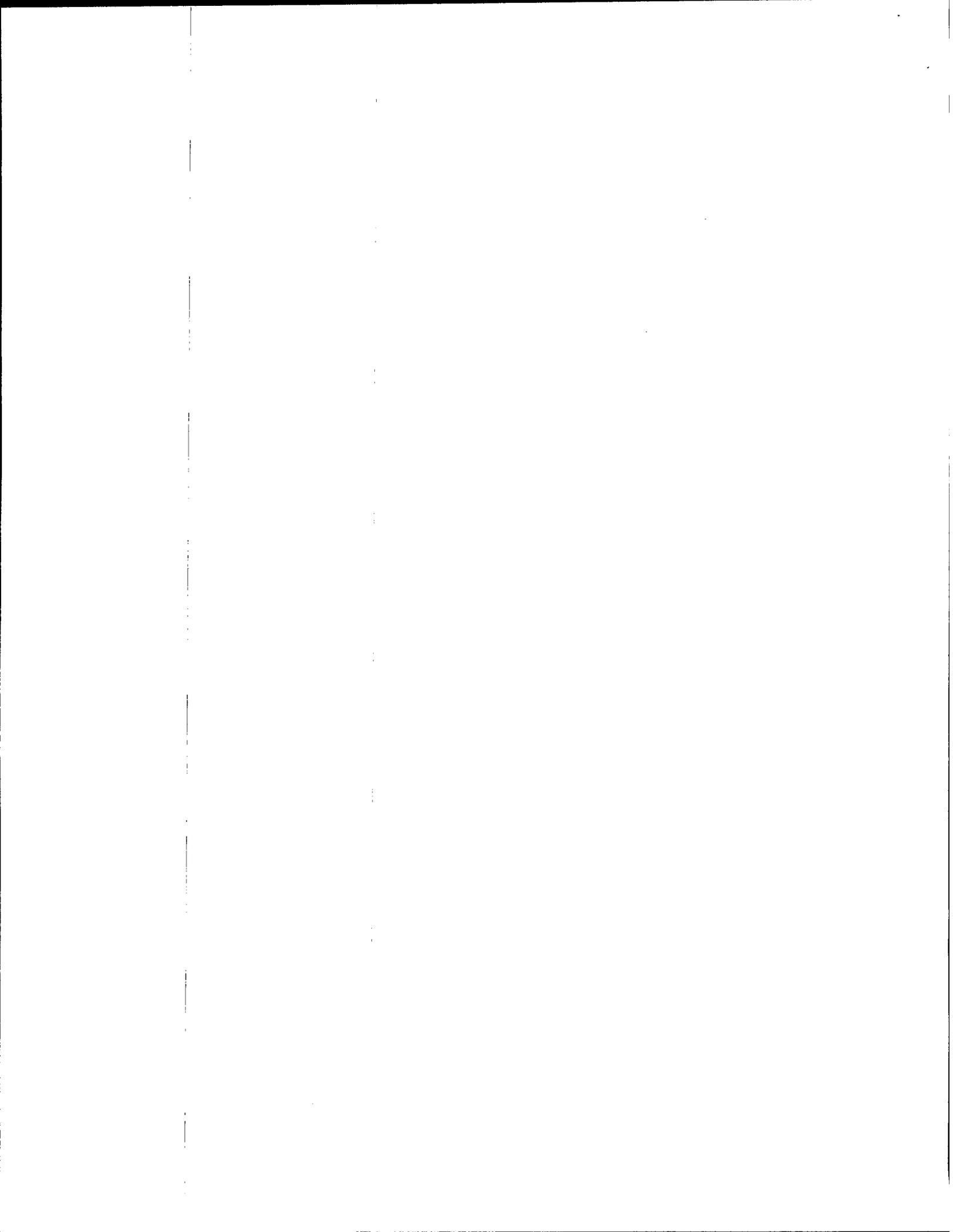
1. On the insured's premises shown in the Declarations;
2. Where a monetary or otherwise valuable prize is given to the winner of the event or contest; and
3. That follows specific award procedures.

The "prize indemnification event" does not include any contest or prize where a winner or a prize giveaway is guaranteed.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**GOLF COURSES – DISTILLED SPIRITS AND  
WINES MARKET VALUE**

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART – BUILDING AND PERSONAL PROPERTY COVERAGE FORM

**SCHEDULE**

Location Number	Building Number	Value Class Applicable	
		Distilled Spirits	Wines

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

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The provisions of the Building And Personal Property Coverage Form apply except as otherwise provided in this endorsement. This endorsement applies only if the Coverage Form named above is included in this policy. All numbers and letters used to designate paragraphs in this endorsement are specific to this endorsement only. They do not reference paragraphs in the Commercial Property Coverage Part.

**I. Changes To The Building And Personal Property Coverage Form**

**A.** The following is added to the **Valuation Loss Condition**, as indicated in the Declarations or by an "X" in the Schedule:

**1. Distilled Spirits Market Value**

- a. We will determine the value of bottled distilled spirits, in the event of loss or damage, at:
  - (1) The market price as of the time and place of loss or damage;
  - (2) Less discounts and expenses you otherwise would have had.
- b. If any person or organization to or for whom we make payment under this coverage has rights to recover prepaid taxes or duties that are included in our payment, those rights are transferred to us.

**2. Wines Market Value**

- a. We will determine the value of "bottled winery products", in the event of loss or damage, at the price the "stock" could have been sold for as case goods as of the time and place of loss or damage, if no loss or damage occurred.
- b. All values exclude:

- (1) Unpaid U.S. Government Internal Revenue taxes for which you are liable; and
- (2) Discounts and expenses you otherwise would have had.

But values include State, County and Local taxes for which you are liable.

- c. If any person or organization to or for whom we make payment under this coverage has rights to recover prepaid taxes or duties that are included in our payment, those rights are transferred to us.

**B.** For the purposes of this endorsement, the following is added to the **Definitions** Section:

"Bottled Winery Products" means wine and other winery products in the bottle.

POLICY NUMBER:

MARKET SEGMENTS  
MS GC DS 08 09

## GOLF COURSES SUPPLEMENTAL SCHEDULE

POLICY NUMBER:	COMPANY:
NAMED INSURED:	

This Schedule may be used in conjunction with the Commercial Property Coverage Part Declarations and the Commercial General Liability Coverage Part Declarations when the Commercial Property Coverage Part and the Commercial General Liability Coverage Part are used together to insure Golf Courses and modified by the Golf Courses Endorsement(s). This Schedule may supplement either or both of those Declarations.

**CHANGES IN LIMITS:** Applicable only to each coverage for which an "X" is shown in a box below:

Premises Number:			
Coverage	Limit Of Insurance – Per Occurrence*	Premium	
1. <input type="checkbox"/> Money And Securities:			N E W
On-premises Limit	\$	\$	
Off-premises Limit	\$	\$	
2. <input type="checkbox"/> Computer Fraud	\$	\$	
3. <input type="checkbox"/> Money Orders And Counter- feit Money	\$	\$	
4. <input type="checkbox"/> Forgery Or Alteration	\$	\$	
5. <input type="checkbox"/> Outdoor Signs	\$	\$	
6. <input type="checkbox"/> Employee Dishonesty	\$	\$	
7. <input type="checkbox"/> Guests' Property:		\$	
Per Occurrence Limit	\$		
Per Guest Limit	\$		
8. <input type="checkbox"/> Personal Effects And Prop- erty Of Others	\$	\$	
9. <input type="checkbox"/> Valuable Papers And Re- cords (Other Than Electronic Data)	\$	\$	
10. <input type="checkbox"/> Property In Transit	\$	\$	
11. <input type="checkbox"/> Other (specify):	\$	\$	
*Guests' Property has two limits – per occurrence and per guest. Both must be filled in for coverage to apply.			

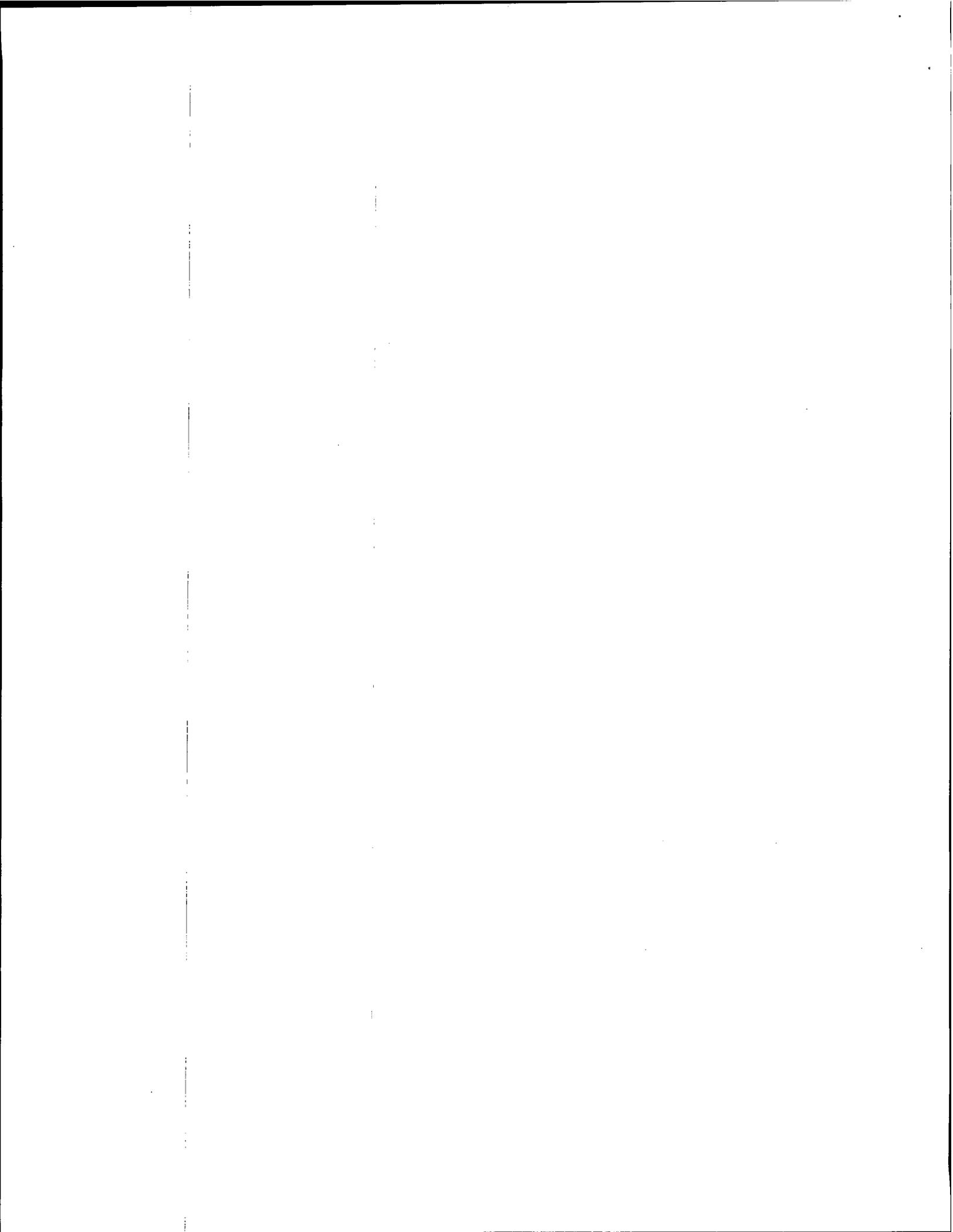
Premises Number:			
Coverage		Limit Of Insurance – Per Occurrence*	Premium
1.	<input type="checkbox"/> Money And Securities		
	On-premises Limit	\$	\$
	Off-premises Limit	\$	\$
2.	<input type="checkbox"/> Computer Fraud	\$	\$
3.	<input type="checkbox"/> Money Orders And Counterfeit Money	\$	\$
4.	<input type="checkbox"/> Forgery Or Alteration	\$	\$
5.	<input type="checkbox"/> Outdoor Signs	\$	\$
6.	<input type="checkbox"/> Employee Dishonesty	\$	\$
7.	<input type="checkbox"/> Guests' Property:		\$
	Per Occurrence Limit	\$	
	Per Guest Limit	\$	
8.	<input type="checkbox"/> Personal Effects And Property Of Others	\$	\$
9.	<input type="checkbox"/> Valuable Papers And Records (Other Than Electronic Data)	\$	\$
10.	<input type="checkbox"/> Property In Transit	\$	\$
11.	<input type="checkbox"/> Other (specify):	\$	\$

\*Guests' Property has two limits – per occurrence and per guest. Both must be filled in for coverage to apply.

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Premises Number: \_\_\_\_\_

Coverage	Limit Of Insurance – Per Occurrence*	Premium
1. <input type="checkbox"/> Money And Securities		
On-premises Limit	\$	\$
Off-premises Limit	\$	\$
2. <input type="checkbox"/> Computer Fraud	\$	\$
3. <input type="checkbox"/> Money Orders And Counterfeit Money	\$	\$
4. <input type="checkbox"/> Forgery Or Alteration	\$	\$
5. <input type="checkbox"/> Outdoor Signs	\$	\$
6. <input type="checkbox"/> Employee Dishonesty	\$	\$
7. <input type="checkbox"/> Guests' Property:		
Per Occurrence Limit	\$	\$
Per Guest Limit	\$	\$
8. <input type="checkbox"/> Personal Effects And Property Of Others	\$	\$
9. <input type="checkbox"/> Valuable Papers And Records (Other Than Electronic Data)	\$	\$
10. <input type="checkbox"/> Property In Transit	\$	\$
11. <input type="checkbox"/> Other (specify):	\$	\$

\*Guests' Property has two limits – per occurrence and per guest. Both must be filled in for coverage to apply.

**HIRED AND NON-OWNED AUTO LIABILITY INSURANCE:** Applicable only to each coverage for which an "X" is shown in a box below:

Coverage	Limit Of Insurance	Premium
<input type="checkbox"/> Hired Auto Liability	\$ Per occurrence	\$
<input type="checkbox"/> Non-owned Auto Liability	\$ Per occurrence	\$

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**LOSS OR DAMAGE TO GUESTS' AUTOS:** Applicable only to the coverage for which an "X" is shown in the box below and only to premises for which entries are shown below:

- Direct primary coverage for loss or damage to guests' autos
- Legal liability coverage for loss or damage to guests' autos

Premises Number	Limit Of Insurance (Per Event)	Deductible Other Than Collision		Collision Deductible
		For Each Guest's Auto	Maximum Deductible In Any One Event	
	\$	\$	\$	\$
Premium: \$				
	\$	\$	\$	\$
Premium: \$				
	\$	\$	\$	\$
Premium: \$				

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**FINE ARTS COVERAGE:** Applicable only to premises for which entries are shown below:

Premises Number	Premium
	\$
	\$
	\$

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**RESTAURANTS AND REFRESHMENT STANDS – SPOILAGE AND FOOD CONTAMINATION COVERAGE:**  
 Applicable only to each coverage and premises for which entries are shown below:

Premises Number	Coverage	Limit Of Insurance – Per Occurrence	Premium
1. <input type="checkbox"/>	Spoilage Coverage	\$	\$
2. <input type="checkbox"/>	Food Contamination		
<input type="checkbox"/>	Extra Expense	\$	\$
<input type="checkbox"/>	Business Income	\$	\$
<input type="checkbox"/>	Additional Advertising Expenses	\$	\$
3. <input type="checkbox"/>	Business Income And Extra Expense From Dependent Properties	\$	\$

**EQUIPMENT BREAKDOWN PROTECTION COVERAGE:** Applicable only to premises for which entries are shown below:

Premises Number	Deductible	Waiting Period	Premium
	\$	Hours	\$
	\$	Hours	\$
	\$	Hours	\$

**FORMS APPLICABLE TO SPECIFIC PREMISES/COVERAGES:**

Premises Number	Building Number	Coverage	Form Number

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