

SERFF Tracking Number: REGU-125858218 State: Arkansas
Filing Company: Starr Indemnity & Liability Company State Tracking Number: EFT \$50
Company Tracking Number: SILC-GL-08
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: SILC General Liability Filing
Project Name/Number: /

Filing at a Glance

Company: Starr Indemnity & Liability Company

Product Name: SILC General Liability Filing SERFF Tr Num: REGU-125858218 State: Arkansas

TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: EFT \$50

Made/Occurrence

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: SILC-GL-08 State Status: Fees verified and received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts

Authors: Jeremy Battles, Jason Graciolett Disposition Date: 10/17/2008

Date Submitted: 10/14/2008 Disposition Status: Approved

Effective Date Requested (New): On Approval Effective Date (New):

Effective Date Requested (Renewal): On Approval Effective Date (Renewal):

State Filing Description:

General Information

Project Name: Status of Filing in Domicile: Pending

Project Number: Domicile Status Comments:

Reference Organization: Reference Number:

Reference Title: Advisory Org. Circular:

Filing Status Changed: 10/17/2008

State Status Changed: 10/17/2008 Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Starr Indemnity & Liability Company (SILC), a member of Insurance Services Office (ISO), is submitting independent forms for its new Sports And Student Related Risks Program (SSRR). This new program provides general liability coverage for sports camps and leagues.

The corresponding rates and rules are not required to be filed.

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Attached for your review are the following:

- Explanatory Memorandum
- Independent Forms

An EFT in the amount \$50.00 has been initiated to cover your state's filing fees.

We ask that this filing become effective for all policies effective upon approval.

Company and Contact

Filing Contact Information

(This filing was made by a third party - insuranceregulatoryconsultantsllc)
 Jeremy Battles, Senior Analyst jeremybattles@ircllc.com
 50 Broad Street (212) 571-3989 [Phone]
 New York, NY 10004

Filing Company Information

Starr Indemnity & Liability Company	CoCode: 38318	State of Domicile: Texas
90 Park Avenue	Group Code:	Company Type:
New York, NY 10016	Group Name:	State ID Number:
(212) 230-5043 ext. [Phone]	FEIN Number: 75-1670124	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	AR is \$50 per forms filing.
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Starr Indemnity & Liability Company	\$50.00	10/14/2008	23181415

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	10/17/2008	10/17/2008

SERFF Tracking Number: *REGU-125858218* *State:* *Arkansas*
Filing Company: *Starr Indemnity & Liability Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *SILC-GL-08*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0001 Commercial General Liability*
Product Name: *SILC General Liability Filing*
Project Name/Number: /

Disposition

Disposition Date: 10/17/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: REGU-125858218 State: Arkansas
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Filing Authorization	Approved	Yes
Supporting Document	Explanatory Memorandum	Approved	Yes
Form	Exclusion – Asbestos Liability	Approved	Yes
Form	Exclusion – Lead Liability	Approved	Yes
Form	Service of Process Clause – Texas	Approved	Yes
Form	Hired Auto and Non-Owned Auto Liability	Approved	Yes
Form	Exclusion – Assault and Battery	Approved	Yes
Form	Amendatory Endorsement – Association	Approved	Yes
Form	Commercial General Liability Additional Conditions Endorsement	Approved	Yes
Form	Commercial General Liability Exclusions Endorsement	Approved	Yes
Form	Exclusion – Designated Operations or Activities	Approved	Yes
Form	Limits of Insurance – Nonstacked	Approved	Yes
Form	Limited Coverage – Abuse or Molestation	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Exclusion – Asbestos Liability (10-08)	SILC-0100	10-08	Endorsement/Amendment/Conditions	New	0.00	SILC-0100 Exclusion - Asbestos Liability.pdf
Approved	Exclusion – Lead Liability	SILC-0101	10-08	Endorsement/Amendment/Conditions	New	0.00	SILC-0101 Exclusion - Lead Liability.pdf
Approved	Service of Process Clause – Texas	SILC-0133	10-08	Endorsement/Amendment/Conditions	New	0.00	SILC-0133 Service of Process Clause Texas.pdf
Approved	Hired Auto and Non-Owned Auto Liability	SILC-0151	10-08	Endorsement/Amendment/Conditions	New	0.00	SILC-0151 Hired and Non-Owned Auto Liability.pdf
Approved	Exclusion – Assault and Battery	SILC-0161	10-08	Endorsement/Amendment/Conditions	New	0.00	SILC-0161 Exclusion - Assault and Battery.pdf
Approved	Amendatory Endorsement – Association	SILC-0263	10-08	Endorsement/Amendment/Conditions	New	0.00	SILC-0263 Amendatory Endorsement - Association.pdf
Approved	Commercial General Liability Additional Conditions Endorsement	SILC-0264	10-08	Endorsement/Amendment/Conditions	New	0.00	SILC-0264 CGL Additional Conditions Endorsement

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Approval	Description	Policy Number	Endorsement	Amount	File Name
Approved	Commercial General Liability Exclusions Endorsement	SILC-026510-08 (10-08)	Endorsement/Amendment/Conditions	0.00	SILC-0265 CGL Exclusions Endorsement.t.pdf
Approved	Exclusion – Designated Operations or Activities	SILC-026610-08 (10-08)	Endorsement/Amendment/Conditions	0.00	SILC-0266 Exclusion - Designated Operations or Activities.pdf
Approved	Limits of Insurance – Nonstacked	SILC-026710-08 (10-08)	Endorsement/Amendment/Conditions	0.00	SILC-0267 Limits of Insurance - Nonstacked.pdf
Approved	Limited Coverage – Abuse or Molestation	SILC-030810-08 (10-08)	Endorsement/Amendment/Conditions	0.00	SILC-0308 Limited Coverage - Abuse or Molestation.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ASBESTOS LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

- A. The following exclusion is added to the Commercial General Liability Coverage Form under Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability**

The following exclusion is added to the Products/ Completed Operations Liability Coverage Form and the Owners and Contractors Protective Liability Coverage Form under Paragraph 2., **Exclusions of Section I – Bodily Injury And Property Damage Liability**

The following exclusion is added to the Railroad Protective Liability Coverage Form under **Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Physical Damage to Property**

2. Exclusions

This insurance does not apply to:

Asbestos Liability

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, asbestos fibers or dust.
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, asbestos in any form.
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, asbestos in any form, by any insured or by any other person or entity.

- B. The following exclusion is added to the Commercial General Liability Coverage Form under Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Asbestos Liability

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, asbestos fibers or dust.
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, asbestos in any form, by any insured or by any other person or entity.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – LEAD LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

- A. The following exclusion is added to the Commercial General Liability Coverage Form under Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury and Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability** and Paragraph 2., **Exclusions of Section I – Coverage C – Medical Payments**

The following exclusion is added to the Products/Completed Operations Liability Coverage Form and the Owners and Contractors Protective Liability Coverage Form under Paragraph 2., **Exclusions of Section I – Bodily Injury and Property Damage Liability**

The following exclusion is added to the Railroad Protective Liability Coverage Form under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury and Property Damage Liability** and Paragraph 2., **Exclusions of Section I – Coverage B – Physical Damage to Property**

This insurance does not apply to any of the following:

- (1) "Bodily Injury", "property damage", "personal and advertising injury" or any other loss, cost or expense arising out of the presence, ingestion, inhalation, absorption, manufacture of, use of, sale of, installation of, removal of, distribution of or exposure to lead in any form or any product containing lead;
- (2) Any obligation of the Insured to indemnify any party because of damages arising out of such "bodily injury", "property damage", "personal and advertising injury" or any other loss, cost or expense arising out of the presence, ingestion, inhalation, absorption, manufacture of, use of, sale of, installation of, removal of, distribution of or exposure to lead in any form or any product containing lead; or
- (3) Any obligation to defend any suit or claim against the Insured alleging "bodily injury", "property damage", "personal and advertising injury" or any other loss, cost or expense arising out of the presence, ingestion, inhalation, absorption, manufacture of, use of, sale of, installation of, removal of, distribution of or exposure to lead in any form or any product containing lead. All other terms and conditions remain unchanged.

All other terms and conditions of this policy remain unchanged.

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SERVICE OF PROCESS CLAUSE

TEXAS

Starr Indemnity & Liability Company hereby designates the Commissioner of Insurance of the Texas Department of Insurance and his successor or successors in office, as its true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this contract of insurance.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Insurance coverage is provided only with respect to those coverages for which a specific premium charge is shown:

<u>Coverage</u>	<u>Additional Premium</u>
Non-Ownership Liability	Included
Hired Auto Liability	Included

“HIRED AUTO” LIABILITY

The insurance provided under **Section I - Coverage A** 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.

With respect to the insurance provided by this endorsement:

It is hereby agreed that under **Section I – Coverage A Bodily Injury And Property Damage Liability Exclusions c., e., g., h., j., k., l., m., n.** are deleted in their entirety and the following exclusions are added:

This insurance does not apply to:

1. “Bodily Injury”:

- a. To an employee of the insured arising out of and in the course of employment by the insured; or
- b. To the spouse, child, parent, brother or sister of that employee as a consequence of a. above.

This exclusion applies:

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

This exclusion does not apply to:

- a. Liability assumed by the insured under an “insured contract”; or
- b. “bodily injury” arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

2. “Property Damage” to:

- a. Property owned or being transported by, or rented or loaned to the insured; or
- b. Property in the care, custody or control of the insured.

NON-OWNED AUTO LIABILITY

The insurance provided under **Section I - Coverage A Bodily Injury And Property Damage Liability** applies to “bodily injury” or “property damage” arising out of the use of any “Non-owned auto” in your business by any person other than you.

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SECTION II - WHO IS AN INSURED is replaced by the following:

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 **a.**, **b.**, or **c.** above.

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 duties in connection with an "auto business", other than an "auto business" you operate;
- d. The owner or lessee (of whom you are a sub lessee) of a "hired auto" or the owner of a "Nonowned 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 or joint venture that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

The general aggregate limit (other than Products/Completed Operations stated in the Commercial General Liability Declarations) does not apply to the insurance provided by this endorsement. There is no other change in the application of **SECTION III - LIMITS OF INSURANCE**.

SECTION V - DEFINITIONS

The following additional definitions apply:

"Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

"Hired Auto" means only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your employees or partners or members of their households.

"Non-Owned Auto" means only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business or your personal affairs.

"Insured Contract" is changed by the addition of the following:

9. "Insured Contract" means:

- g. That part of any contract or agreement entered into as part of your business, by you or any of your employees pertaining to the rental or lease of any "auto";

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

- (1) That pertains to the loan, lease or rental of an "auto" to you or any of your employees, if the "auto" is loaned, leased or rented with a driver; or
- (2) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ASSAULT AND BATTERY

This endorsement modifies insurance provided under the following:

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

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

2. Exclusions

This insurance does not apply to:

Assault and Battery

“Bodily injury”, “property damage” or “personal and advertising injury” arising from the following:

- (1) assault and battery or any act or omission in connection with the prevention or suppression of such acts;
or
- (2) harmful or offensive contact between or among two or more persons; or
- (3) apprehension of harmful or offensive contact between or among two or more persons; or
- (4) threats by words or deeds.

This exclusion applies regardless of the degree of culpability or intent and without regard to:

- (1) whether the acts are alleged to be by or at the instruction or at the direction of the insured, his officers, employees, agents or servants; or by any other person lawfully or otherwise on, at or near the premises owned or occupied by the insured; or by any other person;
- (2) the alleged failure of the insured or his officers, employees, agents or servants in the hiring, supervision, retention or control of any person, whether or not an officer, employee, agent or servant of the insured;
- (3) the alleged failure of the insured or his officers, employees, agents or servants to attempt to prevent, bar or halt any such conduct.

This exclusion also applies to any claims by any other person, firm or organization, asserting rights derived from or contingent upon any person asserting a claim excluded under subparagraphs 1, 2 or 3 (above); specifically excluding from coverage claims for:

- (1) emotional distress or for loss of society, services, consortium and/or income; or
- (2) reimbursement for expenses (including but not limited to medical expenses, hospital expenses and wages) paid or incurred by such other person, firm or organization; or
- (3) any obligation to share damages with or repay someone who must pay damages because of the injury.

B. Exclusion a. of Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

a. Expected or Intended Injury

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured.

C. All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**AMENDATORY ENDORSEMENT – ASSOCIATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The first Named Insured of this policy, which is Sports And Recreation Providers Association Purchasing Group, is responsible for acting on behalf of all other insureds, subject to the Common Policy Conditions.
2. Except as specified in Paragraph 1. above:
 - a. Named Insured includes "Named Memorandum Holder"; and
 - b. The word Declarations is hereby replaced with the phrase Declarations or "Memorandum of Coverage" wherever it appears in the policy.
3. Each "Memorandum of Coverage" shall operate and provide insurance as if it is a separate policy with its own insureds and separate Limits of Insurance. Each "Memorandum of Coverage" document will include the "Named Memorandum Holder", applicable Limits of Insurance and any policy information particular to the "Named Memorandum Holder". The terms, conditions and exclusions applicable to the insurance provided under the "Memorandum of Coverage" are contained in this policy issued to Sports And Recreation Providers Association Purchasing Group.
4. Paragraph 1. of **Section III – Limits of Insurance** is deleted in its entirety and replaced by the following:
 1. The Limits of Insurance shown in the applicable "Memorandum of Coverage" and the rules below fix the most we will pay on behalf of each "Named Memorandum Holder" regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
5. The following definitions are added to Section **V – Definitions**:

"Memorandum of Coverage" means the Certificate of Insurance issued under this policy for Sports And Recreation Providers Association Purchasing Group, to a "Named Memorandum Holder".

"Named Memorandum Holder" means the person(s) or entity(ies) who have been issued a "Memorandum of Coverage" subject to the terms and conditions of this policy for the Sports And Recreation Providers Association Purchasing Group. Such "Named Memorandum Holder" shall be a member of the Sports and Recreation Providers Association as per the records of the Sports and Recreation Providers Association, but only as respects operations and activities consistent with the By-Laws of the Sports and Recreation Providers Association.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**COMMERCIAL GENERAL LIABILITY ADDITIONAL CONDITIONS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following conditions are added to **Section IV – Commercial General Liability Conditions**:

Monthly Reporting

The first Named Insured must report to us all additions, deletions or changes involving “Named Memorandum Holders” occurring during the policy period. The reporting will be done via the Monthly Bordereau of “Named Memorandum Holders”, which will become part of this policy.

The report (Bordereau) is due to us no later than 15 days after the close of each calendar month. We will only provide insurance under this policy for “Named Memorandum Holders” shown on the applicable Bordereau.

Unreserved Seating

If you assume liability for audience or spectators attending the performance or event at a facility with a seating capacity in excess of 10,000 and for which there are admissions on an unreserved seating basis, coverage is not afforded unless you provide us with the following information, not less than (3) three weeks prior to the performance or event:

- a. Date of performance or event;
- b. Indoor or outdoor performance or event;
- c. Name and location of facility;
- d. Description of performance or event, including the names of performers, entertainers, speakers, etc.;
- e. Estimated number of admissions;
- f. Names of security firm(s) engaged;
- g. Person(s) to contact for information relative to loss control activities for the event; and
- h. Any other additional information reasonably requested by us.

Each such performance or event is subject to our approval and an additional premium as determined by us.

Continuity Of Coverage

- a. If we renew this policy, exposures covered by this policy will automatically be covered by the renewal policy provided that:
 - (1) We agreed to cover the exposure and endorsed coverage to the policy;
 - (2) You paid the premium that refers to the full term of the exposure;
 - (3) The full term of the exposure is not longer than (12) months;
 - (4) There is no change to the exposure that would:
 - (a) require a change in premium;
 - (b) cause us to refuse to continue coverage; or
 - (c) make it illegal to continue coverage.

- b. If this policy is terminated or not renewed, exposures under a “Memorandum of Coverage” will continue to be covered until the expiration of the memorandum coverage period.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**COMMERCIAL GENERAL LIABILITY EXCLUSIONS ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion g.** under **Section I – Coverage A Bodily Injury And Property Damage Liability** is deleted in its entirety and replaced by the following:

g. Aircraft, Auto Or Watercraft

This insurance does not apply to "bodily injury" or "property damage" arising out of the ownership, maintenance, use (use includes operation and loading or unloading) or entrustment to others of any aircraft, "auto"; or watercraft owned or operated by or loaned or rented to any insured.

This exclusion does not apply to:

- (1) a watercraft while ashore on premises owned by or rented to you;
- (2) the parking of an "auto" on premises owned by or rented to you, provided the "auto" is not owned by or loaned to or rented to you; or the insured;
- (3) the liability for damages assumed in an insured contract resulting from the ownership, maintenance or use, by others, of an aircraft or watercraft; or
- (4) the operation of equipment described in subparagraphs **f.(2)** or **f.(3)** of the definition of "mobile equipment".

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

Collapse Of Temporary Structures

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising or alleged to arise out of the collapse of any "temporary structure".

Hepatitis, TSE, HIV, HTLV Or AIDS

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the prevention of; transmission of; infection by; treatment for; provision of counseling to any person or organization concerning; or testing or failure to test for presence of:

- (1) Any strain of the Hepatitis virus or any other virus, bacterial infection or sickness related to any strain of the Hepatitis virus.
- (2) Any transmissible agents called Transmissible Spongiform Encephalopathies (TSE) or sickness related to the conditions known as but not limited to:
 - (a) Kuru;
 - (b) Creutzfeldt Jakob Disease (CID), variant Creutzfeldt Jakob Disease (vCID), or new variant Creutzfeldt Jakob Disease (nvCID);
 - (c) Gerstmann Straussler Syndrome; or
 - (d) Fatal Familial Insomnia.
- (3) Any strain of Human Immunodeficiency Virus (HIV) or Human T-Cell Lymphotropic Viruses (HTLV) or any other virus, bacterial infection, sexually transmitted disease (STD), or sickness related to the condition known as Acquired Immune Deficiency Syndrome (AIDS).

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Professional Liability

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render professional services or advice, whether or not that service or advice is ordinary to the insured's profession, regardless of whether a claim or "suit" is brought by a client or any other person or organization.

Pyrotechnics

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" caused, directly or indirectly, by pyrotechnics or any similar explosive material.

- C. For the purpose of the **Collapse Of Temporary Structures** exclusion provided by this endorsement, the following definitions are added to **Section V – Definitions**:

"Temporary structure" means any grandstand, tent, bleacher, stage or any structure, erected for limited period of time that is specific to the insured performance or "event" and used or to be used in connection with the insureds operations.

"Event" means a concert, exhibition, fair, sporting contest, social gathering, or other similar activity for which this insurance is provided.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED OPERATIONS OR ACTIVITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description Of Designated Operation(s) Or Activities
All Motor Sports, Ballooning, Bungee Jumping, Gymnastics, Use of Luges, Mountain Climbing, Parachuting, Polo, Rock Climbing, Rodeo or any Equestrian Related Sports, Sale/Manufacturing/Distribution of Athletic Equipment, Skin and Scuba Diving, Water Skiing, Tobogganing, Use of Saunas or Tanning Devices, Use of Trampolines, Water Slides, White Water Rafting.

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

Designated Operations Or Activities

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the operations or activities shown in the Schedule above, regardless of whether such operations or activities are conducted by you or on your behalf or whether the operations or activities are conducted for yourself or for others.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITS OF INSURANCE – NONSTACKED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **Section III – Limits Of Insurance**:

If we issued two or more policies or coverage parts that are applicable to the same claim or "suit", we will not pay more than the highest applicable Limit of Insurance or Limit of Liability available under one of the policies or coverage parts. In no event will one policy or coverage part apply in excess of another policy or coverage part unless such policy or coverage part was purchased specifically to apply as an Umbrella Policy or coverage part or an Excess Policy or coverage part.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED COVERAGE – ABUSE OR MOLESTATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Sublimits of Insurance:

- \$100,000 Abuse or Molestation Incident Sublimit
- \$100,000 Abuse or Molestation Aggregate Sublimit

A. The following exclusion is added to **Section I Coverage A - Bodily Injury And Property Damage Liability Paragraph 2., Exclusions**, and **Section I - Coverage B - Personal And Advertising Injury Liability Paragraph 2., Exclusions**, and **Section I - Coverage C Medical Payments Paragraph 2., Exclusions**:

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" or medical expenses arising out of:

1. The actual or threatened "abuse" or "molestation" by anyone of any person while in the care, custody or control of any insured; or
2. The negligent:
 - a. Employment;
 - b. Investigation;
 - c. Supervision;
 - d. Reporting to the proper authorities, or failure to so report; or
 - e. Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph 1. above.

B. The following - **Limited Coverage - Abuse Or Molestation**, is added to **Section I - Coverages**.

1. Insuring Agreement

a. We will pay all sums the Named Insured is legally obligated to pay as damages because of "abuse" or "molestation" arising out of the negligent:

- (1) Employment;
- (2) Investigation;
- (3) Supervision;
- (4) Reporting to the proper authorities, or failure to so report; or
- (5) Retention;

of a person for whom any insured is or ever was legally responsible.

We will have the right and duty to defend the Named Insured against any "suit" seeking those damages. However, we will have no duty to defend the Named Insured against any "suit" seeking damages for "abuse" or "molestation" to which this insurance does not apply.

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This insurance does not provide coverage to any person who actively participates in "abuse" or "molestation", and we will not defend a claim or "suit" against any person who actively participates in "abuse" or "molestation".

- b. We may, at our discretion, investigate any "incident" and settle any claim or "suit" that may result. But:
- (1) The amount we will pay for damages and the costs of defense is limited as described in **3. Sublimits Of Insurance** on this coverage form; and
 - (2) Our right and duty to defend end when we have used up the applicable Sublimits of Insurance in the payment of judgments, settlements or the costs of defense under **Limited Coverage Abuse or Molestation**.

No other obligation or liability to pay sums or perform acts or services is covered.

- c. This insurance applies to claims for "abuse" or "molestation" only if:
- (1) The "abuse" or "molestation" takes place in the "coverage territory"; and
 - (2) The "abuse" or "molestation" first occurs during the policy period.
- d. Damages because of "abuse" or "molestation" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "abuse" or "molestation" .

This **Limited Coverage - Abuse or Molestation** is subject to all exclusions in and endorsements to the policy.

2. Exclusions

This insurance does not apply to:

- a. **Punitive or Exemplary Damages**
Any exemplary and/or punitive damages, if insurable under applicable law.
- b. **Property Damage**
Any damages for "property damage" that occurs as a result of an "abuse" or "molestation".
- c. **Expected or Intended Injury**
Any damages for "bodily injury" or "property damage" expected or intended from the standpoint of any insured.
- d. **Contractual Liability**
Any damages an insured is obligated to pay by reason of the assumption of liability under any contract or agreement.
- e. **Workers Compensation And Similar Laws**
Any obligation of the Named Insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
- f. **Employer's Liability**
Any damages for "bodily injury" to an "employee", "volunteer worker", or independent contractor hired by an insured arising out of "abuse" or "molestation".
- g. **Prior Abuse or Molestation**
Any damages arising out of "abuse" or "molestation" if the "abuse" or "molestation" first took place prior to the current policy period, even if the "abuse" or "molestation" took place during more than one policy period.

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3. Sublimits of Insurance

- a. The most we will pay for all damages and the costs of defense resulting from any "abuse" or "molestation" is the "Abuse" or "Molestation" "Incident" Sublimit shown in the Schedule on **Limited Coverage Abuse or Molestation**. The Sublimits of Insurance shown in the Schedule and the rules below fix the most we will pay for "abuse" or "molestation" regardless of the number of:
- (1) Insureds;
 - (2) Claims made or "suits" brought,
 - (3) Alleged number of occasions of "abuse" or "molestation";
 - (4) Alleged duration of "abuse" or "molestation"; or
 - (5) Persons or organizations making claims or bringing "suits."
- b. The Abuse or Molestation Aggregate Sublimit shown in the Schedule on **Limited Coverage - Abuse or Molestation** is the most we will pay for the sum of all damages and the costs of defense because of all "abuse" or "molestation". If a claim or "suit" alleges or arises out of "abuse" or "molestation" for which you or any insured may be held liable for damages to which **Limited Coverage - Abuse or Molestation** applies, and more than one "policy period" issued by us may apply, then the limits of coverage for any such claim or "suit" shall not exceed the highest applicable sublimit of insurance under **Limited Coverage - Abuse or Molestation** for any single "policy period".
- c. We will not pay any claim for damages for "abuse" or "molestation" or the costs of defense after the applicable Sublimits of Insurance under **Limited Coverage - Abuse or Molestation** have been exhausted by payment of judgments, settlements or costs of defense.
- d. All the costs of defense shall reduce the Sublimits of Insurance.

4. Application of the Policy General Aggregate Limit.

Section III - Limits Of Insurance, 2 is replaced by the following:

- a. The General Aggregate Limit is the most we will pay for the sum of:
- (1) Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - (2) Damages under Coverage **B**;
 - (3) Medical expenses under Coverage **C**; and
 - (4) Damages under **Limited Coverage - Abuse or Molestation**.

5. Definitions

The following is added to **Section V – Definitions**:

- a. "Abuse" means the intended or unintended infliction of the following types of harm or injury:
- (1) Sexual;
 - (2) Emotional;
 - (3) Mental;
 - (4) Psychological; or
 - (5) Physical.
- b. "Molestation" means improper or unwelcome penetration or touching of a body part by any person, and includes penetration or touching by use of a foreign object.

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- c.** "Policy period" means the period from the effective date of the policy to its expiration, nonrenewal, cancellation or termination. If the policy issued under the original policy period is renewed, then the date of the renewal shall begin the new policy period.
- d.** "Incident" means a single act or multiple acts of "abuse" or "molestation" of one or more persons by one or more persons acting together.

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SERFF Tracking Number: *REGU-125858218* *State:* *Arkansas*
Filing Company: *Starr Indemnity & Liability Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *SILC-GL-08*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0001 Commercial General Liability*
Product Name: *SILC General Liability Filing*
Project Name/Number: /

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: REGU-125858218 State: Arkansas
Filing Company: Starr Indemnity & Liability Company State Tracking Number: EFT \$50
Company Tracking Number: SILC-GL-08
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: SILC General Liability Filing
Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 10/17/2008

Comments:

Attachment:

AR F NAIC Trans.pdf

Satisfied -Name: Filing Authorization **Review Status:** Approved 10/17/2008

Comments:

Attachment:

1 - SILC Filing Authorization Letter.pdf

Satisfied -Name: Explanatory Memorandum **Review Status:** Approved 10/17/2008

Comments:

Attachment:

SILC GL Explanatory Memorandum Forms.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">New Business</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">Renewal Business</td> <td style="border: none;"></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #
N/A	000

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Starr Indemnity & Liability Company	TX	38318	75-1670124	

5. Company Tracking Number	SILC-GL-08
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Jeremy W. Battles - IRC, LLC 50 Broad Street, Suite 501 New York, NY 10004	Manager	212-571-3884	212-571-2502	jeremybattles@irclic.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Jeremy W. Battles

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

9. Type of Insurance (TOI)	17.0 - Other Liability
10. Sub-Type of Insurance (Sub-TOI)	17.0001 - Commercial General Liability
11. State Specific Product code(s) (if applicable)[See State Specific]	N/A
12. Company Program Title (Marketing title)	Sports and Student Related Risks Program
13. Filing Type	<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)
14. Effective Date(s) Requested	New: Upon Approval Renewal: Upon Approval
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	10/14/2008
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20. This filing transmittal is part of Company Tracking # SILC-GL-08

21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]

Starr Indemnity & Liability Company (SILC), a member of Insurance Services Office (ISO), is submitting independent forms for its new Sports And Student Related Risks Program (SSRR). This new program provides general liability coverage for sports camps and leagues.

22. 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 #: EFT
Amount: \$50.00

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

*****Refer to the 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.)

1.	This filing transmittal is part of Company Tracking #	SILC-GL-08			
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Exclusion – Asbestos Liability	SILC-0100 (10-08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Exclusion – Lead Liability	SILC-0101 (10-08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Service of Process Clause – Texas	SILC-0133 (10-08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Hired Auto and Non-Owned Auto Liability	SILC-0151 (10-08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Exclusion – Assault and Battery	SILC-0161 (10-08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Amendatory Endorsement – Association	SILC-0263 (10-08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Commercial General Liability Additional Conditions Endorsement	SILC-0264 (10-08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Commercial General Liability Exclusions Endorsement	SILC-0265 (10-08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Exclusion – Designated Operations or Activities	SILC-0266 (10-08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Limits of Insurance – Nonstacked	SILC-0267 (10-08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	Limited Coverage – Abuse or Molestation	SILC-0308 (10-08)	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

STARR INDEMNITY & LIABILITY COMPANY

**90 Park Avenue, 7th Floor
New York, NY 10016**

LETTER OF FILING AUTHORIZATION

This letter will certify that Insurance Regulatory Consultants, LLC (IRC) has been given full authorization to submit filings on behalf of **Starr Indemnity & Liability Company**. This authorization extends to all correspondence regarding the filings.

Honora M. Keane
Name

September 30, 2008
Date

General Counsel
Title

Starr Indemnity & Liability Company
Company Name

Honora M. Keane
Signature

(646) 227 - 6342
Telephone Number

**Starr Indemnity & Liability Company
General Liability Forms Filing**

Explanatory Memorandum

OVERVIEW

Starr Indemnity & Liability Company (SILC), a member of Insurance Services Office (ISO) is submitting its initial General Liability filing to adopt the most recent approved prospective loss costs as filed by ISO. The rules and forms that will be used with this program are those filed on behalf of SILC by ISO as part of its ISO affiliation.

SILC's rates will be the combination of ISO's loss costs and a loss cost multiplier as proposed and supported in this filing and shown on the enclosed state filing forms. As noted on the attached forms, if permitted, this loss cost multiplier will remain on file and apply to all subsequent prospective loss cost filings unless otherwise notified. This loss cost multiplier will also apply to ISO's estimated loss potentials (ELP) contained in Reference Number **GL-2005-RELP1**.

In addition, SILC is adopting the various ISO Rating Plans (Experience and Schedule, Composite and Retrospective Rating Plans) applicable to General Liability.

The companion rates/rules filing is being submitted under separate filing.

SPORTS AND STUDENT RELATED RISKS PROGRAM

This filing also introduces a new program that will be written by SILC. SILC's general liability program as introduced by this filing will be used to provide general liability coverage for this program described as follows:

Description of program – Historically, general liability coverage for sports camps and leagues was unaffordable, limited or not available in the admitted market. Schools, coaches and directors had to pay extremely high insurance premiums or run athletic camps or leagues without insurance protection. This resulted in personal exposure to lawsuits or a participant's injury claim.

The general liability protection that will be issued with this program provides protection from litigants with no gaps in coverage. The highlights of this program include:

- \$1,000,000 Per Occurrence Limit
- \$2,000,000 Aggregate Limit
- Occurrence Coverage
- Coverage for Athletic Participants
- Coverage for Assault and Battery
- Coverage for Sexual Abuse and Molestation

Description Independent Forms – In addition to the ISO forms that will be used with this program, the following is a description of the proposed independent endorsements that are included in this filing:

1. Limited Coverage – Abuse or Molestation (SILC-0308) – Optional

This form provides coverage for "Abuse or Molestation" as defined in the form. A sublimit of \$100,000 per incident and \$100,000 aggregate applies to this coverage. A flat premium of \$1,000 will be charged for this coverage.

**Starr Indemnity & Liability Company
General Liability Forms Filing**

Explanatory Memorandum

SPORTS AND STUDENT RELATED RISKS PROGRAM (Continued)

Description Independent Forms (Continued)

2. Hired Auto and Non-Owned Auto Liability (SILC-0151) – Optional

This form provides coverage for “bodily injury” or “property damage” arising out of the maintenance or use of a “hired auto” by the insured or the insured’s employees in the course of business. The premium for this coverage is \$850.

3. Exclusion – Asbestos Liability (SILC-0100) – Mandatory

This form excludes coverage for “Asbestos Liability” as defined in the form. There is no premium impact associated with this endorsement and it will be attached to all policies written under this program.

4. Exclusion – Lead Liability (SILC-0101) – Mandatory

This form excludes coverage for “Lead Liability” as defined in the form. There is no premium impact associated with this endorsement and it will be attached to all policies written under this program.

5. Exclusion – Assault and Battery (SILC-0161) – Continued

This form excludes liability coverage for “Assault and Battery” as defined in the form. There is no premium impact associated with this endorsement and it will be attached to all policies written under this program.

6. Amendatory Endorsement – Association (SILC-0263) – Mandatory

This form includes various provisions pertaining to the responsibilities of the “Association” as the first named insured of the policy on behalf of the “Named Memorandum Holder”. It also provides for the requirements associated with the “Memorandum of Coverage”. There is no premium impact associated with this endorsement and it will be attached to all policies written under this program.

7. Commercial General Liability Additional Conditions Endorsement (SILC-0264) – Mandatory

This form includes the following additional conditions: (i) Monthly Reporting; (ii) Unreserved Seating; and (iii) Continuity of Coverage. There is no premium impact associated with this endorsement and it will be attached to all policies written under this program.

8. Commercial General Liability Exclusions Endorsement (SILC-0265) – Mandatory

This form includes the following additional exclusions: (i) Collapse of Temporary Structures; (ii) Hepatitis, TSE, HIV, HTLV or AIDS; (iii) Professional Liability; and (iv) Pyrotechnics. It also revises the exclusion for Aircraft, Auto or Watercraft. There is no premium impact associated with this endorsement and it will be attached to all policies written under this program.

**Starr Indemnity & Liability Company
General Liability Forms Filing**

Explanatory Memorandum

SPORTS AND STUDENT RELATED RISKS PROGRAM (Continued)

Description Independent Forms

9. Exclusion – Designated Operations or Activities (SILC-0266) – Mandatory

This form excludes liability coverage for specific operations and activities as scheduled on this form. There is no premium impact associated with this endorsement and it will be attached to all policies written under this program.

10. Limits of Insurance – Nonstacked (SILC-0267) – Mandatory

This form clarifies that if two or more policies are applicable to the same claim or “suit”, the limit of insurance will be the highest available under one of the policies. There is no premium impact associated with this endorsement and it will be attached to all policies written under this program.

11. Service of Process Clause – Texas (SILC-0133) – Mandatory

This form designates the Commissioner of Insurance in SILC’s domiciliary state as its “lawful attorney” for service of any lawful process.