

SERFF Tracking Number: UNFG-125888970 State: Arkansas
First Filing Company: United Fire & Casualty Company, ... State Tracking Number: EFT \$50
Company Tracking Number: IM-AR-02012009-XX-XX-F-TEETOGREEN
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
Product Name: INLAND MARINE
Project Name/Number: TEE TO GREEN PROGRAM/IM-02012009-RA-RU-F-TEETOGREEN

Filing at a Glance

Companies: United Fire & Casualty Company, Lafayette Insurance Company

Product Name: INLAND MARINE SERFF Tr Num: UNFG-125888970 State: Arkansas
TOI: 09.0 Inland Marine SERFF Status: Closed State Tr Num: EFT \$50
Sub-TOI: 09.0005 Other Commercial Inland Marine Co Tr Num: IM-AR-02012009-XX-XX-F-TEETOGREEN State Status: Fees verified and received
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins
Author: David Rude Disposition Date: 11/07/2008
Date Submitted: 11/06/2008 Disposition Status: Approved
Effective Date Requested (New): 02/01/2009 Effective Date (New): 02/01/2009
Effective Date Requested (Renewal): 02/01/2009 Effective Date (Renewal): 02/01/2009

State Filing Description:

General Information

Project Name: TEE TO GREEN PROGRAM Status of Filing in Domicile: Pending
Project Number: IM-02012009-RA-RU-F-TEETOGREEN Domicile Status Comments:
Reference Organization: N/A Reference Number: N/A
Reference Title: Advisory Org. Circular:
Filing Status Changed: 11/07/2008 Deemer Date:
State Status Changed: 11/07/2008
Corresponding Filing Tracking Number:
Filing Description:
GOLF COURSE PROGRAM. INITIAL FILING. COVERS PERILS TO THE COURSE AND RELATED EXPOSURES INCLUDING BUSINESS INCOME AND OPTIONAL GOLF CART COVERAGE. DOES NOT COVER BUILDINGS AND CONTENTS.

Company and Contact

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Filing Contact Information

Dave Rude, Analyst drude@unitedfiregroup.com
 118 2nd Ave SE (800) 332-7977 [Phone]
 Cedar Rapids, IA 52407-3909 (319) 286-2570[FAX]

Filing Company Information

United Fire & Casualty Company CoCode: 13021 State of Domicile: Iowa
 118 2nd Ave SE Group Code: 248 Company Type: Property Casualty
 PO Box 73909
 Cedar Rapids, IA 52407-3909 Group Name: United Fire Group State ID Number:
 (319) 399-5700 ext. [Phone] FEIN Number: 42-0644327

Lafayette Insurance Company CoCode: 18295 State of Domicile: Louisiana
 118 2nd Ave SE Group Code: 248 Company Type: Property Casualty
 PO Box 73909
 Cedar Rapids, IA 52407-3909 Group Name: United Fire Group State ID Number:
 (319) 399-5700 ext. [Phone] FEIN Number: 72-0232830

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: \$50.00 PER SUBMISSION SENDING VIA EFT
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
United Fire & Casualty Company	\$50.00	11/06/2008	23753271
Lafayette Insurance Company	\$0.00	11/06/2008	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	11/07/2008	11/07/2008

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Disposition

Disposition Date: 11/07/2008
Effective Date (New): 02/01/2009
Effective Date (Renewal): 02/01/2009
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	TEE TO GREEN	Approved	Yes
Form	WIND HAIL	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	TEE TO GREEN	CM7054	1108	Policy/Coverage Form			CM7054__1108.pdf
Approved	WIND HAIL	CM7055	1108	Endorsement/Amendment/Conditions			CM7055_1108(11-04-2008).pdf

GOLF COURSE COVERAGE TEE TO GREEN FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The word "we", "us", and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to the Definitions Section. Coverage Premiums, Limits of Insurance, applicable deductibles are shown on the Declaration page(s) or accompanying Supplemental Declarations Page.

Coverage is only provided where limits of insurance, deductible amounts, and premium charges are specifically stated. With respect to coverage provided by this Coverage Form, the provisions of the Coverage Form apply unless modified by endorsement.

AGREEMENT

In return for "your" payment of the required premium, "we" provide the coverage described herein subject to all the "terms" of this form. This coverage is also subject to the "schedule of coverages" and additional policy conditions relating to assignment or transfer of rights or duties, cancellation, changes or modifications, inspections, and examination of books and records.

Endorsements and schedules may also apply. They are identified on the "schedule of coverages".

Refer to Definitions Section for words and phrases that have special meaning. These words and phrases are shown in quotation marks.

PROPERTY COVERED

"We" cover the following property unless the property is excluded or subject to limitations.

1. Golf Course -

a. **Coverage** - If coverage is indicated on the "schedule of coverages", "we" cover direct physical loss caused by a covered peril to "your":

- 1) "golf course"; and
- 2) practice putting "green".

b. **Coverage Limitation** - "We" only cover the "golf course" described on the "schedule of coverages".

2. Golf Course Property -

a. **Coverage** - If coverage is indicated on the "schedule of coverages", "we" cover direct physical loss caused by a covered peril to:

- 1) "your" "golf course property"; or
- 2) similar property of others in "your" care, custody, and control.

b. **Coverage Limitation** - "We" only cover "golf course property" while on a "golf course" described on the "schedule of coverages".

3. Driving Range Property -

a. **Coverage** - If coverage is indicated on the "schedule of coverages", "we" cover direct physical loss caused by a covered peril to "driving range property".

b. **Coverage Limitation** - "We" only cover "driving range property" that is adjacent to a "golf course" described on the "schedule of coverages".

c. **We Do Not Cover** - "We" do not cover ball washing and ball dispensing equipment installed and operated within a building or structure.

5. **Vehicles** - "We" do not cover automobiles, carts, or any self-propelled vehicles that are licensed for road use or designed for highway use.

4. **Golf Carts** -

a. **Coverage** - If coverage is indicated on the "schedule of coverages", "we" cover direct physical loss caused by a covered peril to "your" "golf carts" or similar property of others in "your" care, custody, and control. "Golf carts" include:

- 1) carts designed to deliver beverages and snacks to golfers on a "golf course";
- 2) utility carts designed for grounds keeping and other related "golf course" work; and
- 3) electronic range finding equipment that is permanently installed on golf carts and similar electronic equipment.

b. **Coverage Limitation** - "We" only cover golf carts while on or adjacent to a "golf course" described on the "schedule of coverages".

COVERAGE EXTENSIONS

Provisions That Apply To Coverage Extensions - The following Coverage Extensions indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages".

If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Coverage Extension, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, the coverages provided below are part of and not in addition to the applicable "limit" for coverage described under Property Covered.

The "limit" provided under a Coverage Extension cannot be combined or added to the "limit" for any other Coverage Extension or Supplemental Coverage including a Coverage Extension or Supplemental Coverage that is added to this policy by endorsement.

If coinsurance provisions are part of this policy, the following coverage extensions are not subject to and not considered in applying coinsurance conditions.

PROPERTY NOT COVERED

1. **Buildings** - "We" do not cover buildings including shelters, permanent rest room facilities or other permanent structures.

2. **Contraband** - "We" do not cover contraband or property in the course of illegal transportation or trade.

3. **Land And Water** - "We" do not cover land or water including:

- a. land on which covered property is located; and
- b. natural or artificial water hazards, ponds, or other bodies of water.

4. **Money And Securities** - "We" do not cover accounts, bills, currency, food stamps, or other evidences of debt, lottery tickets not held for sale, money, notes, or securities.

1. **Debris Removal** -

a. **Coverage** - "We" pay the cost to remove the debris of covered property that is caused by a covered peril.

b. **We Do Not Cover** - This coverage does not include costs to:

- 1) extract "pollutants" from land or water; or
- 2) remove, restore, or replace polluted land or water.

- c. **Limit** - "We" do not pay any more under this coverage than 25% of the amount "we" pay for the direct physical loss. "We" will not pay more for loss to property and debris removal combined than the "limit" for the damaged property.
- d. **Additional Limit** - "We" pay up to an additional \$5,000 for debris removal expense when the debris removal expense exceeds 25% of the amount "we" pay for direct physical loss or when the loss to property and debris removal combined exceeds the "limit" for the damaged property.
- e. **You Must Report Your Expenses** - "We" do not pay any expenses unless they are reported to "us" in writing within 180 days from the date of direct physical loss to covered property.
- f. **Coverage Limitation** - Debris Removal does not include the cost to remove or handle vegetation which may sustain damage that is situated more than 20 yards from a "tee", "fairway" or "green" or which does not impair foot or cart traffic on a way linking holes on the "golf course".

2. Business Income Coverage

"We" will pay for the actual loss of Business Income "you" sustain resulting from the partial or complete inability of members and / or customers to play "your" golf course due to direct physical loss or damage caused by or resulting from any Covered Cause of Loss to "tees", "greens", cut "fairways", practice greens, practice driving areas, sand traps, bunkers, roughs and other cut and maintained playing surfaces. The most "we" will pay for "loss" in any one occurrence is **\$25,000** or the applicable limit shown in the Declarations. "We" will only pay for Loss of Business Income that you sustain due to the "suspension" of your "operations" during the "period of restoration" and that occurs within 6 consecutive months after the date of direct physical loss or damage to covered property. "We" will only pay for "ordinary payroll expenses" for 60 days following the date of direct physical loss or damage.

Business Income means the:

- 1) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of a Covered Cause of Loss on customers or on competing businesses; and
- 2) Continuing normal operating expenses incurred; including payroll.

3. Extra Expense

"We" will pay the actual and necessary Extra Expense (other than to repair or replace property) to:

- 1) Avoid or minimize the "suspension" of business and to continue "operations" at the described "Golf Course" location(s).
- 2) Minimize the "suspension" of business if "you" cannot continue "operations".

"We" will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under the Coverage Extension.

We will pay for Extra Expense that occurs within 6 consecutive months after the date of direct physical loss or damage to covered property.

Extra Expense means necessary expenses that "you" incur during the "period of restoration" that "you" would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss

4. Hole-In-One Expense Reimbursement

"We" will reimburse "you" up to \$250 for credits at the pro shop operated by "you" or "your" licenses, which have been awarded to participant scoring a hole-in-one in a member guest tournament sponsored by "you".

"We" will reimburse "you" for a hole-in-one made during a practice round. The other three members of the foursome must witness the hole-in-one. The score card must be signed by the course professional, the golfer scoring the hole-in-one, and the other three members of the foursome. The scorecard must be sent to us within 30 days of the date of the hole-in-one. A hole-in-one means a golf ball that is driven from the tee into a hole in one stroke from the tee, in accordance with the United States Golf Association Rules of Golf. No deductible applies to this coverage extension.

SUPPLEMENTAL COVERAGES

Provisions That Apply To Supplemental Coverages -

The following Supplemental Coverages indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages".

If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Supplemental Coverage, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, a "limit" for a Supplemental Coverage provided below is separate from, and not part of, the applicable "limit" for coverage described under Property Covered.

The "limit" available for coverage described under a Supplemental Coverage:

- a. is the only "limit" available for the described coverage; and

- b. is not the sum of the "limit" indicated for a Supplemental Coverage and the "limit" for coverage described under Property Covered.

The "limit" provided under a Supplemental Coverage cannot be combined or added to the "limit" for any other Supplemental Coverage or Coverage Extension including a Supplemental Coverage or Coverage Extension that is added to this policy by endorsement.

If coinsurance provisions are part of this policy, the following supplemental coverages are not subject to and not considered in applying coinsurance conditions.

1. Off-Site Property -

- a. **Coverage** - "We" cover direct physical loss caused by a covered peril to golf carts, "driving range property", and "golf course property" while:

- 1) at an off-site location for repair or maintenance work; and
- 2) in transit to and from an off-site location for repair or maintenance work.

Off-site location means any building, structure, or location that is not on or adjacent to a "golf course" that is described on the "schedule of coverages".

- b. **Limit** - The most "we" pay in any one occurrence for loss to off-site property is \$10,000.

2. Pollutant Cleanup And Removal -

- a. **Coverage** - "We" pay "your" expense to extract "pollutants" from land or water if the discharge, dispersal, seepage, migration, release, or escape of the "pollutants" is caused by a covered peril that occurs during the policy period.

b. **Time Limitation** - The expenses to extract "pollutants" are paid only if they are reported to "us" in writing within 180 days from the date the covered peril occurs.

c. **We Do Not Cover** - "We" do not pay the cost of testing, evaluating, observing, or recording the existence, level, or effects of "pollutants".

However, "we" pay the cost of testing which is necessary for the extraction of "pollutants" from land or water.

d. **Limit** - The most "we" pay for each location is \$10,000 for the sum of all such expenses arising out of a covered peril occurring during each separate 12- month period of this policy.

PERILS COVERED

1. **Golf Course** - Only as regards coverage for "Golf Courses", "we" cover risks of direct physical loss caused by the following perils:

- a. fire or lightning;
- b. vehicle damage;
- c. vandalism or theft;
- d. civil commotion or riot;
- e. soot or "volcanic action"; and
- f. falling aircraft damage.

2. **All Other Coverages** - Only as regards coverage for Golf Course Property, Driving Range Property, and Golf Carts, "we" cover risks of direct physical loss unless the loss is limited or caused by a peril that is excluded.

PERILS EXCLUDED

1. "We" do not pay for loss or damage caused directly or indirectly by one or more of the following excluded causes or events. Such loss or damage is excluded regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.

a. **Civil Authority** - "We" do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

"We" do cover loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.

b. **Earth Movement Or Volcanic Eruption** - "We" do not pay for loss caused by any "earth movement" (other than "sinkhole collapse") rising or shifting, including soil conditions which cause settling, cracking or other disarrangement of foundations or retaining walls, or caused by eruption, explosion, or effusion of a volcano.

"We" do cover direct loss by fire, explosion, or "volcanic action" resulting from either "earth movement" or eruption, explosion, or effusion of a volcano.

This exclusion does not apply to covered property while in transit.

c. **Flood** - "We" do not pay for loss caused by "flood".

"We" do cover direct loss by fire, explosion, or sprinkler leakage resulting from "flood".

This exclusion does not apply to covered property while in transit.

d. **Nuclear Hazard** - "We" do not pay for loss caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. Direct loss by fire resulting from the nuclear hazard is covered.

"We" do cover direct loss by fire, explosion, or theft resulting from either water that backs up through a sewer or drain or water below the surface of the ground.

This exclusion does not apply to covered property while in transit.

e. **Ordinance Or Law** - "We" do not pay for loss or increased cost caused by enforcement of any code, ordinance, or law regulating the use, construction, or repair of covered property; or requiring the demolition of covered property including the cost of removing its debris.

g. **War And Military Action** - "We" do not pay for loss caused by:

"We" do not pay for loss regardless if the loss is caused by or results from the:

- 1) enforcement of any code, ordinance, or law even if the covered property has not been damaged; or
- 2) increased costs that "you" incur because of "your" compliance with a code, ordinance, or law during the construction, repair, rehabilitation, remodeling, or razing of covered property, including the removal of debris, following a direct physical loss to the property.

- 1) war, including undeclared war or civil war; or
- 2) a warlike action by a military force, including action taken to prevent or defend against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- 3) insurrection, rebellion, revolution, or unlawful seizure of power including action taken by governmental authority to prevent or defend against any of these.

With regard to any action that comes within the "terms" of this exclusion and involves nuclear reaction, nuclear radiation, or radioactive contamination, this War and Military Action Exclusion will apply in place of the Nuclear Hazard Exclusion.

f. **Sewer Backup And Water Below The Surface** - "We" do not pay for loss caused by:

2. "We" do not pay for loss or damage that is caused by or results from one or more of the following:

- 1) water or waterborne material that backs up through a sewer or drain; or
- 2) water below the surface of the ground, including but not limited to water that exerts pressure on or flows, seeps, or leaks through or into the building or structure.

- a. **Animals** - "We" do not pay for loss caused by animals including insects, birds, vermin, or rodents.
- b. **Contamination Or Deterioration** - "We" do not pay for loss caused by contamination or deterioration including corrosion; decay; "fungus"; mildew; mold; rot; rust; or any quality, fault, or weakness in the covered property that causes it to damage or destroy itself.

c. **Criminal, Fraudulent, Dishonest, Or Illegal Acts** - "We" do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts committed alone or in collusion with another by:

- 1) "you";
- 2) others who have an interest in the property;
- 3) others to whom "you" entrust the property;
- 4) "your" partners, officers, directors, trustees, joint venturers, or "your" members or managers if "you" are a limited liability company; or
- 5) the employees or agents of 1), 2), 3), or 4) above, whether or not they are at work.

This exclusion does not apply to acts of destruction by "your" employees, but "we" do not pay for theft by employees.

d. **Loss Of Use** - "We" do not pay for loss caused by or resulting from loss of use, delay, or loss of market.

e. **Mechanical Breakdown** - "We" do not pay for loss caused by any mechanical, structural, or electrical breakdown or malfunction including a breakdown or malfunction resulting from a structural, mechanical or reconditioning process.

f. **Missing Property** - "We" do not pay for missing property where the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property.

This exclusion does not apply to covered property in the custody of a carrier for hire.

g. **Pollutants** - "We" do not pay for loss caused by or resulting from release, discharge, seepage, migration, dispersal, or escape of "pollutants":

- 1) unless the release, discharge, seepage, migration, dispersal, or escape is caused by a "specified peril"; or
- 2) except as specifically provided under the Supplemental Coverages - Pollutant Cleanup and Removal.

"We" do cover any resulting loss caused by a "specified peril".

h. **Temperature/Humidity** - "We" do not pay for loss caused by dryness, dampness, humidity, or changes in or extremes of temperature.

But if dryness, dampness, humidity, or changes in or extremes of temperature results in a "specified peril", "we" do cover the loss or damage caused by that "specified peril".

i. **Voluntary Parting** - "We" do not pay for loss caused by or resulting from voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense.

j. **Wear And Tear** - "We" do not pay for loss caused by wear and tear, marring, or scratching.

LIMITS OF INSURANCE

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the "Schedule of Coverages".

LOSS CONDITIONS

The following conditions apply.

1. Abandonment

There can be no abandonment of any property to us.

2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

3. Duties In The Event Of Loss Or Damage

a. You must see that the following are done in the event of loss or damage to Covered Property:

- 1) Notify the police if a law may have been broken.
- 2) Give us prompt notice of the loss or damage. Include a description of the property involved.
- 3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
- 4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.

6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

8) Cooperate with us in the investigation or settlement of the claim.

b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

4. Loss Payment

a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:

- 1) Pay the value of lost or damaged property;
- 2) Pay the cost of repairing or replacing the lost or damaged property, subject to b. below;
- 3) Take all or any part of the property at an agreed or appraised value; or
- 4) Repair, rebuild or replace the property with other property of like kind and quality, subject to b. below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.

- b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.
 - c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
 - d. We will not pay you more than your financial interest in the Covered Property.
 - e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
 - f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
 - g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:
 - 1) We have reached agreement with you on the amount of loss; or
 - 2) An appraisal award has been made.
5. **Deductible**—"We" pay only that part of "your" loss over the deductible amount indicated on the "schedule of coverages" in any one occurrence.

VALUATION

1. **Actual Cash Value** - The value of covered property is based on the actual cash value at the time of loss (with a deduction for depreciation).
2. **Pair Or Set** – The value of a loss or damaged article which is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is considered a total loss of the pair or set.
3. **Loss To Parts** – The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.

ADDITIONAL CONDITIONS

1. **Benefit To Others** - Insurance under this coverage will not directly or indirectly benefit anyone having custody of "your" property.
2. **Conformity With Statute** - When a condition of this coverage is in conflict with an applicable law, that condition is amended to conform to that law.
3. **Estates** - This provision applies only if the insured is an individual.
 - a. **Your Death** - On "your" death, "we" cover the following as an insured:
 - 1) the person who has custody of "your" property until a legal representative is qualified and appointed; or
 - 2) "your" legal representative.

This person or organization is an insured only with respect to property covered by this coverage.

- b. **Policy Period Is Not Extended** - This coverage does not extend past the policy period indicated on the declarations.

4. **Misrepresentation, Concealment, Or Fraud** - This coverage is void as to "you" and any other insured if, before or after a loss:

a. "you" or any other insured have willfully concealed or misrepresented:

1) a material fact or circumstance that relates to this insurance or the subject thereof; or

2) "your" interest herein; or

b. there has been fraud or false swearing by "you" or any other insured with regard to a matter that relates to this insurance or the subject thereof.

5. **Mortgage Provisions** – if a mortgagee (mortgage holder) is named in this policy, loss to "golf course" property will be paid to the mortgagee and "you" as their interest appears. If more than one mortgagee is named, they will be paid in order of precedence.

The insurance for the mortgagee continues in effect even when "your" insurance may be void because of "your" acts, neglect, or failure to comply with the coverage "terms". The insurance for the mortgagee does not continue in effect if the mortgagee is aware of changes in ownership or substantial increase in risk and does not notify "us".

If "we" cancel this policy, "we" will notify the mortgagee at least ten days before the effective date of cancellation if "we" cancel for "your" nonpayment of premium, or 30 days before the effective date of cancellation if "we" cancel for any other reason.

"We" may request payment of premium from the mortgagee if "you" fail to pay the premium.

If "we" pay the mortgagee for a loss where "your" insurance may be void, the mortgagee's right to collect that portion of the mortgage debt from "you" then belongs to "us". This does not affect the mortgagee's right to collect the remainder of the mortgage debt from "you".

As an alternative, "we" may pay the mortgagee the remaining principal and accrued interest in return for a full assignment of the mortgagee's interest and any instruments given as security for the mortgage debt.

If "we" choose not to renew this policy, "we" will give written notice to the mortgagee at least ten days before the expiration date of this policy.

6. **Policy Period** - "We" pay for a covered loss that occurs during the policy period.

7. **Recoveries** - If "we" pay "you" for the loss and lost or damaged property is recovered, or payment is made by those responsible for the loss, the following provisions apply:

a. "you" must notify "us" promptly if "you" recover property or receive payment;

b. "we" must notify "you" promptly if "we" recover property or receive payment;

c. any recovery expenses incurred by either are reimbursed first;

d. "you" may keep the recovered property but "you" must refund to "us" the amount of the claim paid, or any lesser amount to which "we" agree; and

e. if the claim paid is less than the agreed loss due to a deductible or other limiting "terms" of this policy, any recovery will be prorated between "you" and "us" based on "our" respective interest in the loss.

8. **Restoration Of Limits** - A loss "we" pay under this coverage does not reduce the applicable "limits".

9. **Subrogation** - If "we" pay for a loss, "we" may require "you" to assign to "us" "your" right of recovery against others. "You" must do all that is necessary to secure "our" rights. "We" do not pay for a loss if "you" impair this right to recover.

"You" may waive "your" right to recover from others in writing before a loss occurs.

10. Suit Against Us - No one may bring a legal action against "us" under this coverage unless:

- a. all of the "terms" of this coverage have been complied with; and
- b. the suit has been brought within two years after "you" first have knowledge of the loss.

If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by law.

11. Territorial Limits - "We" cover property while it is in the United States of America, its territories and possessions, Canada, and Puerto Rico.

12. Insurance Under Two or More Policies

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

13. Liberalization

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

14. Other Insurance

- a. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.

- b. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

15. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

16. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

17. Inspections And Surveys

- 1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
- 2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

3. "Driving range property" means:
 - a. mats, tees, and dividers;
 - b. ball baskets, bag racks;
 - c. yard markers;
 - d. ball washing and ball dispensing equipment; and
 - e. mobile equipment used to retrieve golf balls from the driving range.

18. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

4. "Earth movement" means any movement or vibration of the earth's surface (other than "sinkhole collapse") including but not limited to earthquake; landslide; mudflow; mudslide; mine subsidence; or sinking, rising, or shifting of earth.

19. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

5. "Fairway" means the area of cut grass or long grass between the "tee" and the "green".

6. "Flood" means flood, surface water, waves, tidal water, or the overflow of a body of water, all whether driven by wind or not. This includes spray that results from these whether driven by wind or not.

7. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

8. "Golf course" means:

- a. "fairways";
- b. "greens";
- c. "tees";
- d. sand traps and bunkers; and
- e. trees, shrubs, or plants that are planted along the "fairways".

DEFINITIONS

1. The words "you" and "your" mean the persons or organizations named as the insured on the declarations.
2. The words "we", "us", and "our" mean the company providing this coverage.

9. "Golf course property" means:
- a. in-ground sprinkler systems including pipes and equipment and water circulating systems for ponds including pumps, pipes, and equipment;
 - b. permanently installed drying fans for "greens";
 - c. cups, flags, and flag sticks at "greens";
 - d. ball washers, benches, water coolers, signs, markers and retaining walls at "tees";
 - e. paved cart paths, bridges, and fences adjacent to "fairways"; and
 - f. portable out-houses.
10. "Green" means the area of very short grass specifically prepared for putting.
11. "Limit" means the amount of coverage that applies.
12. "Operations" means your business activities directly relating to the playability of the "Golf Course Property" occurring at the described premises.
13. "Ordinary Payroll Expenses" means payroll expenses for all your employees except:
- a. Officers;
 - b. Executives;
 - c. Managers;
 - d. Employees under contract
- "Ordinary Payroll Expenses" include:
- a. Payroll;
 - b. Employee Benefits, if directly related to payroll;
 - c. FICA payments you pay;
 - d. Union Dues you pay; and
 - e. Workers Compensation premiums.
14. "Period of Restoration" means the period of time that:
- a. Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
 - b. Ends on the date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality.
- "Period of Restoration" does not include any increased period required due to the enforcement of any ordinance or law or requires any insured or others to in any way monitor, clean up, detoxify, test for, contain, remove or assess the effects of "pollutants".
15. "Pollutant" means:
- a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of; and
 - b. electrical or magnetic emissions, whether visible or invisible, and sound emissions.
16. "Schedule of coverages" means:
- a. all pages labeled schedule of coverages or schedules that pertain to this coverage; and
 - b. declarations or supplemental declarations that pertain to this coverage.
17. "Sinkhole collapse" means the sudden settlement or collapse of earth supporting the covered property into subterranean voids created by the action of water on a limestone or similar rock formation. It does not include the value of the land or the cost of filling sinkholes.

18. "Specified perils" means aircraft; civil commotion; explosion; falling objects; fire; hail; leakage from fire extinguishing equipment; lightning; riot; "sinkhole collapse"; smoke; sonic boom; vandalism; vehicles; "volcanic action"; water damage; weight of ice, snow, or sleet; and windstorm.

Falling objects does not include loss to:

- a. personal property in the open; or
- b. the interior of buildings or structures or to personal property inside buildings or structures unless the exterior of the roofs or walls are first damaged by a falling object.

Water damage means the sudden or accidental discharge or leakage of water or steam as a direct result of breaking or cracking of a part of the system or appliance containing the water or steam.

19. "Suspension" means the slowdown or cessation of your business activities.

20. "Tee" means the area specifically prepared for starting each hole, this is also known as the teeing ground.

21. "Terms" means all provisions, limitations, exclusions, conditions, and definitions that apply.

22. "Volcanic action" means airborne volcanic blast or airborne shock waves; ash, dust, or particulate matter; or lava flow.

Volcanic action does not include the cost to remove ash, dust, or particulate matter that does not cause direct physical loss to the covered property.

Wind, Hail, Sleet, Weight of Ice and Snow Supplemental Coverage Endorsement

This endorsement expands Supplemental Coverage found in the:

Golf Course Coverage Tee to Green Coverage Form

Supplemental Coverage

3. Wind, Hail, Sleet, Weight of Ice and Snow Coverage –Golf Course

“We” cover direct physical loss caused by wind, hail, sleet or weight of ice and snow to the “golf course”. The most we will pay for loss in any one occurrence is \$10,000, including clean-up and debris removal associated with only the perils included in this endorsement unless another amount is shown in the Declarations page of the policy to which this endorsement attaches. Coverage is limited to \$500.00 for any one tree, plant, or shrub. “We” will not pay for loss in any one occurrence until the amount of the loss exceeds \$500.00. “We” will then pay the amount of the loss in excess of the Deductible.

SERFF Tracking Number: UNFG-125888970 *State:* Arkansas
First Filing Company: United Fire & Casualty Company, ... *State Tracking Number:* EFT \$50
Company Tracking Number: IM-AR-02012009-XX-XX-F-TEETOGREEN
TOI: 09.0 Inland Marine *Sub-TOI:* 09.0005 Other Commercial Inland Marine
Product Name: INLAND MARINE
Project Name/Number: TEE TO GREEN PROGRAM/IM-02012009-RA-RU-F-TEETOGREEN

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: UNFG-125888970 State: Arkansas
First Filing Company: United Fire & Casualty Company, ... State Tracking Number: EFT \$50
Company Tracking Number: IM-AR-02012009-XX-XX-F-TEETOGREEN
TOI: 09.0 Inland Marine Sub-TOI: 09.0005 Other Commercial Inland Marine
Product Name: INLAND MARINE
Project Name/Number: TEE TO GREEN PROGRAM/IM-02012009-RA-RU-F-TEETOGREEN

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status: Approved 11/07/2008

Comments:
TRANSMITTAL DOCUMENT

Attachment:
F777AR_021307[1].pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">2. Insurance Department Use only</td> </tr> <tr> <td colspan="2">a. Date the filing is received:</td> </tr> <tr> <td colspan="2">b. Analyst:</td> </tr> <tr> <td colspan="2">c. Disposition:</td> </tr> <tr> <td colspan="2">d. Date of disposition of the filing:</td> </tr> <tr> <td colspan="2">e. Effective date of filing:</td> </tr> <tr> <td style="text-align: center;">New Business</td> <td></td> </tr> <tr> <td style="text-align: center;">Renewal Business</td> <td></td> </tr> <tr> <td colspan="2">f. State Filing #:</td> </tr> <tr> <td colspan="2">g. SERFF Filing #:</td> </tr> <tr> <td>h. Subject Codes</td> <td></td> </tr> </table>	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:		New Business		Renewal Business		f. State Filing #:		g. SERFF Filing #:		h. Subject Codes	
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h. Subject Codes																							

3. Group Name	Group NAIC #
UNITED FIRE GROUP	248

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
United Fire & Casualty Co.	IA	13021	42-0644327	
Lafayette Insurance Co.	LA	18295	72-0232830	

5. Company Tracking Number	IM-AR-02012009-XX-XX-F-TEETOGREEN
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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
	DAVID RUDE	ANALYST	800.332.7977		drude@unitedfiregroup.com

7. Signature of authorized filer	
8. Please print name of authorized filer	DAVID RUDE

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

9. Type of Insurance (TOI)	INLAND MARINE
10. Sub-Type of Insurance (Sub-TOI)	9.000
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	9.005
12. Company Program Title (Marketing title)	
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: 02/01/2009 Renewal: 02/01/2009
15. Reference Filing?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	

18. Company's Date of Filing	11/06/2009
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 #	ABOVE
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21. Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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FILING FORM FOR GOLF COURSE COVERAGE. FORM HAS BUSINESS INCOME AND OPTIONAL WIND HAIL COVERAGE ENDORSEMENT. THE FORM IS FOR PERILS TO THE COURSE AND RELATED PROPERTY AND NOT FOR BUILDING AND CONTENTS. THIS "TEE TO GREEN" FORM IS PREDICATED UPON AN AAIS BUREAU FORM THAT WAS FILED BY THEM ON OUR BEHALF.

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 #:
Amount: 50.00 SENDING VIA EFT

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

Effective March 1, 2007

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