

SERFF Tracking Number: USLI-125632114 State: Arkansas
Filing Company: United States Liability Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: NP-SSO-08-04
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners
Liability
Product Name: Non-Profit Package Businessowners
Project Name/Number: NP-SSO-08-04/NP-SSO-08-04

Filing at a Glance

Company: United States Liability Insurance Company

Product Name: Non-Profit Package SERFF Tr Num: USLI-125632114 State: Arkansas

Businessowners

TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 05.0002 Businessowners Co Tr Num: NP-SSO-08-04 State Status: Fees verified and received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
Author: Mark Miller Disposition Date: 05/09/2008
Date Submitted: 05/05/2008 Disposition Status: Approved

Effective Date Requested (New): On Approval

Effective Date Requested (Renewal): On Approval

Effective Date (New): 05/09/2008

Effective Date (Renewal): 05/09/2008

State Filing Description:

General Information

Project Name: NP-SSO-08-04

Project Number: NP-SSO-08-04

Reference Organization:

Reference Title:

Filing Status Changed: 05/09/2008

State Status Changed: 05/09/2008

Corresponding Filing Tracking Number:

Filing Description:

We are filing changes to our approved Non-Profit Social Service Package Product.

Changes include:

Status of Filing in Domicile: Pending

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

-Addition of new forms, and revision of some existing forms (comparisons have been included for your review)

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Company and Contact

Filing Contact Information

Mark Miller, State Filings Manager mmiller@usli.com
 190 South Warner Road (888) 523-5545 [Phone]
 Wayne, PA 19087-2191 (610) 688-4391[FAX]

Filing Company Information

United States Liability Insurance Company CoCode: 25895 State of Domicile: Pennsylvania
 190 South Warner Road Group Code: 31 Company Type: Property & Casualty

PO Box 6700
 Wayne, PA 19087-2191 Group Name: Berkshire Hathaway State ID Number:
 Group
 (888) 523-5545 ext. 586[Phone] FEIN Number: 23-1383313

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
United States Liability Insurance Company	\$50.00	05/05/2008	20087669

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	05/09/2008	05/09/2008

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Disposition

Disposition Date: 05/09/2008

Effective Date (New): 05/09/2008

Effective Date (Renewal): 05/09/2008

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Form Comparisons	Approved	Yes
Form	Functional Business Personal Property	Approved	Yes
Form	Firearms Exclusion	Approved	Yes
Form	Value Plus Endorsement	Approved	Yes
Form	Exclusion - Certain Animal	Approved	Yes
Form	Exclusion - Bleacher Collapse	Approved	Yes
Form	FUNctional Building Valuation	Approved	Yes
Form	Mortgagee/Loss Payable Provision	Approved	Yes
Form	Businessowner's Value Endorsement	Approved	Yes
Form	Exclusion for Climbing, Rebounding and Interactive Games and Devices	Approved	Yes
Form	Exclusion for Firearms, Fireworks and Other Pyrotechnic Devices	Approved	Yes
Form	Exclusion for Event Vendor/Exhibitor & Contractor	Approved	Yes
Form	Professional Liability Coverage Form	Approved	Yes
Form	Exclusion for Mechanical Rides	Approved	Yes
Form	Exclusion for Injury to Performers, Entertainers and Participants	Approved	Yes
Form	Arkansas Changes	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Functional Business Personal Property	BP 04 85	07/02	Endorsement/Amendment/Conditions	New	0.00	bp-04-85-07-02.pdf
Approved	Firearms Exclusion	BP-19	04/06	Endorsement/Amendment/Conditions	New	0.00	bp-19_(04-06).pdf
Approved	Value Plus Endorsement	BP-57	05/04	Endorsement/Amendment/Conditions	New	0.00	bp-57_(05-04).pdf
Approved	Exclusion - Certain Animal	BP-58	05/07	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 BP-58 03/04 Previous Filing #:	BP 58 _05-07_.pdf
Approved	Exclusion - Bleacher Collapse	BP-60	05/07	Endorsement/Amendment/Conditions	Replaced	Replaced Form #:0.00 BP-60 03/04 Previous Filing #:	BP 60 _05-07_.pdf
Approved	Functional Building Valuation	BP-91	08/06	Endorsement/Amendment/Conditions	New	0.00	bp-91_(08-06).pdf
Approved	Mortgagee/Loss Payable Provision	BP-92	11/06	Endorsement/Amendment/Conditions	New	0.00	bp-92_(11-06).pdf
Approved	Businessowner's Value Endorsement	BP-93	01/07	Endorsement/Amendment/Conditions	New	0.00	bp-93_(01-07).pdf

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Approved	Exclusion for Climbing, Rebounding and Interactive Games and Devices	BP-95	05/07	Endorsement/Amendment/Conditions	New	0.00	bp-95_(05-07).pdf
Approved	Exclusion for Firearms, Fireworks and Other Pyrotechnic Devices	BP-96	05/07	Endorsement/Amendment/Conditions	New	0.00	bp-96_(05-07).pdf
Approved	Exclusion for Event Vendor/Exhibitor & Contractor	BP-97	05/07	Endorsement/Amendment/Conditions	New	0.00	bp-97_(05-07).pdf
Approved	Professional Liability Coverage Form	SSO	02/08	Policy/Coverage Form	Replaced	Replaced Form #: 0.00 SSO 01/97 Previous Filing #:	SSO_02-08_.pdf
Approved	Exclusion for Mechanical Rides	BP-65	05/07	Endorsement/Amendment/Conditions	New	0.00	BP 65_05-07_.pdf
Approved	Exclusion for Injury to Performers, Entertainers and Participants	BP-52	05/07	Endorsement/Amendment/Conditions	New	0.00	BP 52_05-07_.pdf
Approved	Arkansas Changes	BP 01 53	02/07	Endorsement/Amendment/Conditions	New		BP01 53 02 07.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNCTIONAL BUSINESS PERSONAL PROPERTY VALUATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE*

Prem. No.	Bldg. No.	Description Of Business Personal Property	Limit Of Insurance

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

- A. The Limit of Insurance shown in the Schedule of this endorsement is the only limit of insurance applicable to the item(s) of business personal property listed in the Schedule.
- B. Paragraph **E.6.d. Loss Payment** Property Loss Condition in Section **I** – Property does not apply to the item(s) of business personal property listed in the Schedule.
- C. The following **Loss Payment** Property Loss Condition applies to the item(s) of business personal property listed in the Schedule:
 - 1. If you contract for repair or replacement of the loss or damage to restore the item(s) of business personal property listed in the Schedule for the same use, within 180 days of the loss or damage unless we and you otherwise agree, we will pay the smallest of the following:
 - a. The Limit of Insurance shown in the Schedule of this endorsement as applicable to the lost or damaged item(s) of business personal property;
 - b. The "market value" of the lost or damaged item(s) of business personal property at the time of the loss; or
 - c. The amount it would cost to repair or replace that part of the item(s) of business personal property that is lost or damaged with material of like kind and quality less allowance for physical deterioration and depreciation.
 - 2. If you do not make a claim pursuant Paragraph **C.1.** of this endorsement, we will pay the smallest of the following:
 - a. The Limit of Insurance shown in the Schedule of this endorsement as applicable to the lost or damaged item(s) of business personal property;
 - b. The cost to replace, on the same site, the lost or damaged item(s) of business personal property with the most closely equivalent property available; or
 - c. The amount you actually spend that is necessary to repair or replace the lost or damaged item(s) of business personal property.



- D. As used in this endorsement, "market value" means the price which the property might be expected to realize if offered for sale in a fair market.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

FIREARMS EXCLUSION

This policy does not insure against loss or expense, including but not limited to the cost of defense, as a result of “bodily injury”, “property damage”, “personal and advertising injury” or medical expenses arising out of firearms.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

BUSINESSOWNERS VALUE PLUS ENDORSEMENT

SCHEDULE

<u>Coverage</u>	<u>Limits of Insurance</u>
Fire Department Service Charge	\$2,500
Personal Property Off Premises	\$15,000
Personal Effects	Up to Your Business Personal Property limit
Valuable Papers and Records	\$25,000 On premises \$10,000 Off premises
Account Receivable	\$25,000 On premises \$10,000 Off premises
Outdoor Property Including Playground Equipment	\$10,000
Arson Reward	\$5,000
Water Back-Up and Sump Overflow	\$5,000
Signs	\$5,000
Money and Security	\$5,000
Employee Dishonesty	\$5,000
Cost of Bail Bonds	\$500
Defense or Investigation Assistance Loss Of Earnings	\$1,000

1. **Section I – Property; A. Coverage; 5. Additional Coverages; c. Fire Department Service Charge** is amended to reflect that the most we will pay is increased from \$1,000 to \$2,500.
2. **Section I – Property; A. Coverage; 6. Coverage Extensions** is amended as follows:
 - A. **Part b. Personal Property Off Premises** is amended to reflect that the most we will pay is increased from \$5,000 to \$15,000.
 - B. **Part d. Personal Effects** is amended to reflect that the most we will pay is increased from \$2,500 to your Business Personal Property Limit as shown on the Declarations Page.
 - C. **Part e. Valuable Papers And Records, (3)** is amended to reflect that the most we will pay is increased from \$10,000 to \$25,000 at the described premises and from \$5,000 to \$10,000 not at the described premises.
 - D. **Part f. Accounts Receivable, (2)** is amended to reflect that the most we will pay is increased from \$10,000 to \$25,000 at the described premises and from \$5,000 to \$10,000 not at the described premises.
3. **Section I – Property; A. Coverage; 6. Coverage Extensions; c. Outdoor Property** is deleted in its entirety and replaced with the following:

c. Outdoor Property

You may extend the insurance provided by this Coverage Extension to apply to your outside fences, radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), outside playground equipment, trees shrubs and plants, including debris removal expense, caused by or resulting from any of the following causes of loss:

1. Fire;
2. Lightning;
3. Explosion;
4. Riot or Civil Commotion; or
5. Aircraft.

The most we will pay for loss or damage under this Extension is \$10,000, but not more than \$500 for any one tree, shrub or plant.

- d. The following are added to **Section I – Property; 6. Coverage Extensions**:

g. Arson Reward

In the event that a covered fire loss was the result of an act of arson, we will reimburse you up to \$5,000 for rewards you pay for information, which leads to an arson conviction for loss or damage covered by this policy. No deductible applies to this Coverage Extension.

h. Water Back-up and Sump Overflow

- a. We will pay for direct physical loss or damage to Covered Property caused by or resulting from:
 - 1. Water which backs up through or overflows from a sewer or drain; or
 - 2. Water which overflows from a sump, even if the overflow results from mechanical breakdown of a sump pump or its related equipment. We will not pay the cost of repairing or replacing a sump pump or its related equipment.
 - b. The coverage described in **Paragraph A.** of Water Back-up and Sump Overflow above, does not apply to loss or damage resulting from an insured's failure to:
 - 1. Keep a sump pump or its related equipment in proper working condition; or
 - 2. Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.
 - c. The most we will pay for the coverage provided under this endorsement is \$5,000.
- e. **Section I – Property; B. Exclusions; 1. g. Water** is deleted in its entirety and replaced with the following:

g. Water

- 1. Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- 2. Mudslide or mudflow; or
- 3. Water under the ground surface pressing on, or flowing or seeping through:
 - a. Foundations, walls, floors, or paved surfaces;
 - b. Basements, whether paved or not; or
 - c. Doors, windows, or other openings.

But if Water, as described in **g.(1)** through **g.(3)**, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

- f. **Section I – Property; G Optional Coverages;** Only the first paragraph is deleted in its entirety and replaced with the following:

G. Optional Coverages

The standard limit shown in this Businessowners Value Plus Endorsement is a replacement for showing the limit on the Declarations. If a limit other than the standard limits shown below is provided, the applicable limit will be displayed in the

Declarations. These coverages are subject to the terms and conditions applicable to property coverage in this policy, except as provided below.

1. Outdoor Sign

The most we will pay for loss or damage in any one occurrence is \$10,000 unless a different limit is shown in the declarations.

2. Money and Securities

The most we will for loss in any one occurrence is:

1. \$5,000, unless a different limit is shown in the declarations, for Inside the Premises for “money” and “securities” while:
 - a. In or on the described premises; or
 - b. Within a bank or saving institution;and
2. \$5,000, unless a different limit is shown in the declarations, for Outside the Premises for “money” and “securities” while anywhere else.

3. Employee Dishonesty

The most we will pay for loss or damage in any one occurrence is \$5,000, unless a different limit is shown in the declarations.

- g. **Section II – Liability; A. Coverages; 1. Business Liability; f. Coverage Extension – Supplementary Payments; (1). (b)** The limit we will pay up to is increased from \$250 to \$500.
- h. **Section II – Liability; A. Coverages; 1. Business Liability; f. Coverage Extension – Supplementary Payments; (1). (d)** The limit we will pay up to is increased from \$250 to \$1000.

All other terms and conditions of this **Policy** remain unchanged. This endorsement is a part of your **Policy** and takes effect on the effective date of your **Policy** unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

ANIMAL EXCLUSION

It is agreed that **SECTION II – LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage**, is amended to add the following:

This insurance does not apply to:

- a. “Bodily injury”, “property damage”, “personal and advertising injury” or medical expenses or cost of defense caused by or arising out of contact with any animals, reptiles, birds, fish, insects, and any animal organism other than human.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

EXCLUSION FOR BLEACHER COLLAPSE

It is agreed that **SECTION II – LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage**, is amended to add the following:

This insurance does not apply to:

- a. “Bodily injury”, “property damage”, “personal and advertising injury” or medical expenses or cost of defense caused by or arising out of the collapse of any bleacher, grandstand, benches, boxes or other seating structures, whether or not such collapse is a partial or total collapse.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

FUNCTIONAL BUILDING VALUATION

The information for this endorsement will be shown in the Declarations.

- A. With respect to the building(s) described in the Declarations with a coverage valuation of Functional Building Valuation (FBV) only, Section I, subsection E. **Property Loss Conditions**, paragraph 6. **Loss Payment**, sub-paragraphs d.(1) and d.(2) are deleted in their entirety and replaced with the following:
1. If you contract for repair or replacement of the loss or damage to restore the building(s) described in the Declarations for the same occupancy and use, within 180 days of the loss or damage, we will pay the lesser of the following:
 - a. The Limit of Insurance shown in the Declarations as applicable to the damaged building(s).
 - b. In the event of :
 - (1) A total loss, the cost to replace the damaged building(s) on the same site with a less costly building that is functionally equivalent to the damaged building(s).
 - (2) A partial loss, the cost to repair or replace the damaged portion of the building(s) with less costly material, if available, in the architectural style that existed before the loss or damage occurred.
 2. If you do not make a claim under Paragraph 1. of this Endorsement, we will pay the lesser of the following:
 - a. The Limit of Insurance shown in the Declarations as applicable to the damaged building(s);
 - b. The "market value" of the damaged building(s), exclusive of the land value, at the time of loss; or
 - c. The amount it would cost to repair or replace the damaged building on the same site, with a less costly material, if available, in the architectural style that existed before the damage occurred, less a deduction for physical deterioration and depreciation.
 3. If other insurance is available to the insured for a loss we cover under this policy, insurance under this policy is excess over such other insurance, whether primary, excess, contingent or on any other basis.
- B. For the purposes of this Endorsement, "market value" means the price which would be realized if the property was offered for sale in a fair market.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

MORTGAGEE/LOSS PAYABLE PROVISION

SCHEDULE

Prem. No.	Bldg. No.	Add/Delete	Loss Payee (Name & Address)
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A. Loss Payable

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

B. Lender's Loss Payable

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:
 - a. Warehouse receipts;
 - b. A contract for deed;
 - c. Bills of lading;
 - d. Financing statements; or
 - e. Mortgagees, deeds of trust, or security agreements.
2. For Covered Property in which both you and a Loss Payee have an insurable interest:
 - a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interest may appear.
 - b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
 - c. If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

- (1) Pays any premium due under Section I - Property at our request if you have failed to do so;
- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of Section I - Property will then apply directly to the Loss Payee

- d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with terms of Section I - Property:
 - (1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
 - (2) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

3. If we cancel this policy, we will give written notice to the Loss Payee at least:
 - a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

C. Contract of Sale

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.
2. For Covered Property in which both you and the Loss Payee have an insurable interest we will:
 - a. Adjust losses with you; and
 - b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.
3. The following is added to Paragraph **H. Other Insurance** in **Section III – Common Policy Conditions**:

For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

- D. If the Loss Payee indicated in the schedule is a mortgageholder, **Section I - Property, Subparagraph F, Property General Conditions; 2. Mortgageholders** is made a part of this Endorsement.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

BUSINESSOWNERS VALUE ENDORSEMENT

SCHEDULE

<u>Coverage</u>	<u>Limits of Insurance</u>
Fire Department Service Charge	\$2,500
Personal Effects	Up to Your Business Personal Property limit
Valuable Papers and Records	\$25,000 On Premises \$10,000 Off Premises
Property Off-Premises	\$15,000
Outdoor Property Including Playground Equipment	\$10,000
Arson Reward	\$5,000
Account Receivable	\$25,000 On Premises \$10,000 Off Premises
Employee Dishonesty	\$5,000
Water Back Up at Sewer, Drain or Sump	\$5,000
Signs	\$5,000
Cost of Bail Bonds	\$500
Defense or Investigation Assistance Loss Of Earnings	\$1,000

1. **Section I – Property; A. Coverage; 5. Additional Coverages; c. Fire Department Service Charge** is increased from \$1,000 to \$2,500.
2. **Section I – Property; A. Coverage; 6. Coverage Extensions** is amended as follows:
 - A. **Paragraph b. Personal Property Off Premises** is increased from \$5,000 to \$15,000.
 - B. **Paragraph d. Personal Effects** is increased from \$2,500 to your Business Personal Property Limit as shown on the Declarations Page.
 - C. **Paragraph e. Valuable Papers and Records** is increased from \$10,000 to \$25,000 at the described premises and from \$5,000 to \$10,000 not at the described premises.
 - D. **Paragraph f. Accounts Receivable (2)** is increased from \$10,000 to \$25,000 at the described premises and from \$5,000 to \$10,000 not at the described premises.
3. **Section I – Property; A. Coverage; 6. Coverage Extensions; c. Outdoor Property** is deleted in its entirety and replaced with the following:

b. Outdoor Property

You may extend the insurance provided by this policy to apply to your outside fences, radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), outside playground equipment, trees shrubs and plants, including debris removal expense, caused by or resulting from any of the following causes of loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$10,000, but not more than \$500 for any one tree, shrub or plant.

4. The following are added to **Section I – Property; 6. Coverage Extensions**:

g. Arson Reward

In the event that a covered fire loss was the result of an act of arson, we will reimburse you up a total of \$5,000 for all rewards you pay for information which leads to an arson conviction for loss or damage covered by this policy.

h. Water Back-up and Sump Overflow

A. We will pay for direct physical loss or damage to Covered Property caused by or resulting from:

1. Water which backs up through or over flows from a sewer or drain; or

2. Water which overflows from a sump, even if the overflow results from mechanical breakdown of a sump pump or its related equipment.

However, with respect to **Paragraph 2.** of Water Back-up and Sump Overflow above, we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.

- B.** The coverage described in **Paragraph A.** of Water Back-up and Sump Overflow above, does not apply to loss or damage resulting from an insured's failure to:
 1. Keep a sump pump or its related equipment in proper working condition; or
 2. Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.
- C.** The most we will pay for the coverage provided under this endorsement is \$5,000.
- D.** With respect to the coverage provided under Water Back-up and Sump Overflow , **Exclusion B.1. g. Water in Section I – Property** is replaced by the following exclusion:
 - g. Water**
 - (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
 - (2) Mudslide or mudflow; or
 - (3) Water under the ground surface pressing on or flowing or seeping through:
 - (a) Foundations, walls, floors, or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows, or other openings.

But if Water, as described in **g.(1)** through **g.(3)**, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

5. Section I – Property; G. Optional Coverages; is amended as follows:

- A. Paragraph 1. Outdoor Sign; d.** is deleted in its entirety and replaced with the following:

The most we will pay for loss or damage in any one occurrence is \$10,000 unless a different limit is shown in the declarations.

B. Paragraph 3. Employee Dishonesty; c. is deleted in its entirety and replaced with the following:

The most we will pay for loss or damage in any one occurrence is \$5,000, unless a different limit is shown in the declarations.

6. Section II – Liability; A. Coverages; 1. Business Liability; f. Coverage Extensions – Supplementary Payments; (1). (b) is increased from \$250 to \$500.

7. Section II – Liability; A. Coverages; 1. Business Liability; f. Coverage Extensions – Supplementary Payments; (1). (d) is increased from \$250 to \$1000.

All other terms and conditions of this Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**EXCLUSION FOR CLIMBING, REBOUNDED AND
INTERACTIVE GAMES AND DEVICES**

It is agreed that **SECTION II – Liability, B. Exclusions, 1. Applicable To Business Liability Coverage**, is amended to add the following:

This insurance does not apply to:

- a. “Bodily injury”, “property damage”, “personal and advertising injury” or medical expenses including damages for care and loss of services and cost of defense:
 - (1) Arising from the ownership, maintenance, operation, sponsorship, set-up or take-down or other use of:
 - (a) Rock climbing walls, Velcro walls and similar scaling devices; Gymnastic equipment;
 - (b) Trampolines and similar rebounding devices
 - (c) “Moon Bounces”, “Moon Walks”, “Space Walks”, and similar inflatable games and devices;
 - (d) Laser tag, bungee jumping, sumo wrestling, human spheres, water slides and similar interactive games and devices;
 - (e) Advertising balloons, rooftop balloons, helium blimps, and similar devices

by any insured or by any person for which any insured may be held liable in any capacity.

- b. Any obligation for any insured to indemnify, defend or contribute jointly or severally with another because of “bodily injury”, “property damage”, “personal and advertising injury” or medical expenses arising from any of the activities specified in a.(1), above.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**EXCLUSION FOR FIREARMS, FIREWORKS AND OTHER
PYROTECHNIC DEVICES**

It is agreed that **SECTION II – Liability, B. Exclusions, 1. Applicable To Business Liability Coverage**, is amended to add the following:

This insurance does not apply to:

- a. “Bodily injury”, “property damage”, “personal and advertising injury” or medical expenses including damages for care and loss of services and cost of defense:
 - (1) Arising from the ownership, maintenance, operation, sponsorship, set-up or take-down or other use of:
 - (a) Firearms, including handguns, revolvers, pistols, rifles, shotguns, air guns, semi-automatic weapons and similar devices:
 - (b) Fireworks, including firecrackers, roman candles, pinwheels, skyrockets, ground displays, flares, smoke bombs and similar devices that produce, when ignited or activated, sound, smoke, motion or a combination of these;
- by any insured or by any person for which any insured may be held liable in any capacity.
- b. Any obligation of any insured to indemnify, defend or contribute jointly or severably with another because of “bodily injury”, “property damage”, “personal and advertising injury” or medical expenses arising from any of the activities specified in a.(1), above.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This Endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**EXCLUSION FOR EVENT VENDOR/EXHIBITOR &
CONTRACTOR**

It is agreed that **SECTION II – Liability, B. Exclusions, 1. Applicable To Business Liability Coverage**, is amended to add the following:

This insurance does not apply to:

- a. Any claim, demand or “suit” arising out of the activities or operations of a person or entity participating as a vendor, exhibitor, performer or other capacity in an event hosted, sponsored or coordinated by any insured.
- b. Any claim, demand or “suit” arising out of the operations performed for any insured by any contractor or independent contractor or acts or omissions of any insured in the selection and retention of any contractor or independent contractor or acts or omissions or any insured in connection with the general supervision of such operations.

This exclusion does not apply to the expense related to investigation or defense of any claim, demand or “suit” against any insured under paragraphs a. and b. above.

This exclusion does not apply to any claim, demand or “suit” arising out of the activities or operations of any insured participating as a vendor, exhibitor or other capacity in an event not hosted, sponsored or coordinated by the insured named on the declarations.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

SOCIAL SERVICE ORGANIZATION PROFESSIONAL LIABILITY COVERAGE FORM

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

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

The word insured means the Named Insured shown in the Policy Declarations to which this coverage form is attached and any person or organization qualifying as such under **Section II, WHO IS AN INSURED**. Other words and phrases that appear in quotation marks have special meaning. Refer to **Section V, DEFINITIONS**.

SECTION I - COVERAGE

SOCIAL SERVICE ORGANIZATION PROFESSIONAL LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as "damages" to which this insurance applies. We have the right and duty to defend any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may at our discretion, investigate any "professional incident" and settle any claim or "suit". But
 - (1) The amount we will pay for "damages" is limited as described in **Section III, LIMITS OF INSURANCE**; and
 - (2) Our right and duty to defend ends when we have used up our applicable limit of insurance in the payment of judgments or settlements,
- b. This insurance applies to "damages" only if:
 - (1) The "damages" result from a "professional incident" that takes place in the "coverage territory"; and
 - (2) The "professional incident" occurs during the policy period.

2. Exclusions

This insurance does not apply to "Damages":

- a. expected or intended from the standpoint of the insured.
- b. for any actual or alleged breach of contract or agreement. This exclusion does not apply to liability for "damages" that the insured would have in the absence of the contract or agreement.
- c. arising out of the operation of any hospital, sanatorium, medical clinic, or any other medical facility or laboratory.
- d. arising out of the ownership, maintenance, use

or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

- e. arising out of the prescription, utilization, furnishing, or dispensing of drugs or medical, dental or nursing supplies or appliances, except when such is done in strict accordance with direction from a physician and in the normal course of practice as a social service organization.
- f. arising out of the furnishing or failure to furnish professional services by an attorney, architect, engineer, accountant, real estate or investment manager, physician, dentist, psychiatrist, anesthesiologist, nurse anesthetist, nurse practitioner, nurse midwife, x-ray therapist, radiologist, chiropodist, chiropractor, optometrist or veterinarian.

However, with respect to you and your employees only, this exclusion does not apply to services performed by a physician, dentist, psychiatrist, nurse practitioner or optometrist, provided that all of the following conditions are met:

- (1) such professional is not your employee or volunteer;
- (2) you have current documentation of the credentials of such professional; and
- (3) you have current written confirmation of malpractice insurance covering such professional.

- g. arising out of membership in a formal accreditation or similar professional board or committee or any hospital or professional society.
- h. arising out of injury to any insured, or any consequential injury to the spouse, child, parent, brother or sister of that insured. This exclusion applies:
 - (1) Whether the insured may be liable as an employer or in any other capacity; and
 - (2) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.
- i. arising out of any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- j. arising out of any claim made by:
 - (1) a person because of any:
 - (a) refusal to employ that person;
 - (b) termination of that person's employment; or
 - (c) employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment,

humiliation or discrimination directed at that person; or

- (2) the spouse, child, parent, brother or sister of that person as a consequence of any "damages" or injury to that person at whom any of the employment-related practices described in paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) whether the insured may be liable as an employer or in any other capacity; and
- (2) to any obligation to share "damages" with or repay someone else who must pay "damages".
- k. arising from "advertising injury" or "personal injury". However, this exclusion does not apply to "personal injury" when the offense is directly resulting from a "professional incident" and the "personal injury" does not arise out of:
- (1) Oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Oral or written publication of material, whose first publication took place before the beginning of the policy period; or
- (3) The willful violation of a penal statute or ordinance committed by or with the consent of the insured.
- l. arising out of damage to property:
- (1) owned, occupied or used by any insured;
- (2) rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by any insured;
- (3) which is or was in the possession of any insured or any person acting on behalf of any insured; or
- (4) that is real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are or were performing operations.
- m. arising out of any "nuclear hazard".
- n. arising out of actual or alleged discrimination.
- o. arising out of unfair competition or violation of any antitrust laws.
- p. arising out of the inability or failure of the insured or others to collect or pay money.
- q. arising out of an insured gaining any personal profit or advantage to which they are not legally entitled.
- r. arising out of liability under the Employment Retirement Income Security Act of 1974 and any amendments to that law, or any similar federal or state law.
- s. arising out of any criminal, dishonest, fraudulent or malicious act or omission. This exclusion does not apply to any insured who did not:
- (1) personally participate in committing any such act; or
- (2) remain passive after having personal knowledge of any such act or omission.

- t. arising out of any claim made or "suit" brought against an insured by another insured.
- u. arising out of acts, errors or omissions of a managerial or administrative nature.

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim or "suit" we defend:

1. All expenses we incur including defense costs.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$100 a day because of time off from work.
4. All cost taxed against the insured in the "suit".
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. You are an insured. Your "executive officers", and directors are insureds, but only with respect to their duties as your officers or directors.
2. Each of the following is also an insured:
 - a. Your "employees", other than your "executive officers", but only for acts within the scope of their employment by you or while performing duties related to the conduct of your organization;
 - b. Your volunteers, but only for acts within the scope of their duties related to the conduct of your organization; and
 - c. Students in training, but only for acts within the scope of their duties related to the conduct of your organization.
However, no "employee", volunteer or student in training is an insured for:
 - (1) "Damages" arising out of injury to you or to another "employee", volunteer, or student in training while in the course of his or her employment or while performing duties related to the conduct of your organization;
 - (2) To the spouse, child, parent, brother or sister of that "employee", volunteer, or student in training as a consequence of paragraph (1) above;
 - (3) For which there is any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury described in paragraphs (1) or (2) above;
 - (4) "Damages" arising out of furnishing or failing

to furnish professional health care services as a physician or dentist, or as a person responsible for the supervision of any of the above named professionals;

- (5) "Damages" arising out of furnishing or failing to furnish professional services or advice as an attorney, accountant, architect, engineer, or as a person responsible for the supervision of any of the above named professionals; or
 - (6) Damage to property owned, occupied by, rented to or loaned to you or any of your "employees", volunteers or students in training.
- d. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:
- (1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - (2) Professional Liability Coverage does not apply to a "professional incident" that occurred before you acquired or formed the organization.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. insureds;
 - b. claims made or "suits" brought; or
 - c. persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for all "damages" to which this insurance applies.
3. Subject to 2. above, the Each Professional Incident Limit is the most we will pay for the sum of all "damages" arising out of the same "professional incident" to which this insurance applies.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – CONDITIONS

1. Bankruptcy.

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Your Authority And Duties.

The first Named Insured shown in the Declarations agrees to act on behalf of all insureds with respect to

cancellation, notice of any "professional incident" claim or "suit", payment or return of any premium. Each insured, by accepting this insurance, agrees to:

- a. Have the first Named Insured act for them in such matters; and
 - b. Promptly notify the first Named Insured, in writing, of any "professional incident" which may result in a claim, or any claim or "suit" brought against them.
- ### 3. Duties In The Event Of Professional Incident, Claim Or Suit.
- a. You must see to it that we are notified as soon as practicable of a "professional incident" which may result in a claim. To the extent possible, notice should include:
 - (1) All available information about the circumstances concerning the "professional incident" including:
 - (a) How, when and where it took place; and
 - (b) The names and address of any witnesses and persons seeking "damages"; and
 - (2) What claim you think may result. However, even when you notify us of a "professional incident", this does not relieve you of your obligation to also notify us of any resulting claim or "suit".
 - b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable. You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit";
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply; and
 - (5) In no way jeopardize our rights after a "professional incident".
 - d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- ### 4. Legal Action Against Us.
- No person or organization has a right under this Coverage Part:
- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or

- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for "damages" that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (1) If your "employee" or volunteer has other insurance covering his or her professional liability.
- (2) You have purchased insurance from a company other than us or a company affiliated with us which is more specific than this insurance.

When this insurance is excess, we will have no duty to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over the insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit

of insurance or none of the loss remains, whichever comes first.

If the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

6. Premium Audit.

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

7. Representations.

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

8. Separation Of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

9. Transfer Of Rights Of Recovery Against Others To Us.

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

10. Governmental Immunity.

If you are a public institution, you may be entitled to Governmental Immunity. This Coverage Part does not constitute a waiver of any Governmental Immunity to which you are entitled.

11. When We Do Not Renew.

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not

less than 60 days before the expiration date.
If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses committed in the course of advertising your goods, products or services:
 - a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - b. Oral or written publication of material that violates a person's right of privacy;
 - c. Misappropriation of advertising ideas or style of doing business; or
 - d. Infringement of copyright, title or slogan.
2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment.
3. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. All parts of the world if:
 - (1) The injury or damage arises out of the activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
 - (2) The insured's responsibility to pay "damages" is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
4. "Damages" means money sought or awarded as compensation for an injury caused by an insured resulting from a "professional incident" but does not include fines, sanctions, penalties, punitive or exemplary damages or the multiple portion of any damages.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
8. "Loading or unloading" means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
9. "Nuclear hazard" means the existence of any nuclear reactor or device, nuclear waste storage or disposal site or any other nuclear facility, or the transportation of nuclear material, or the hazardous properties of nuclear material.
10. "Personal injury" means injury, other than bodily injury, arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - e. Oral or written publication of material that violates a person's right of privacy.
11. "Professional incident" means any actual or alleged negligent:
 - a. act;
 - b. error; or
 - c. omissionin the actual rendering of professional services to others, including counseling services, in your capacity as a social service organization. Professional services includes the furnishing of food, beverages, medications or appliances in connection therewith. Any or all "professional incidents" arising from interrelated or series of acts, errors or omissions shall be deemed to be one "professional incident" taking place at the time of the earliest "professional incident".
12. "Suit" means a civil proceeding in which "damages" are sought and to which this insurance applies. "Suit" also includes:
 - a. An arbitration proceeding in which such "damages" are sought and to which you must submit or do submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such "damages" are sought and to which you submit with our consent.
13. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload condition.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

EXCLUSION FOR MECHANICAL RIDES

It is agreed that **SECTION II – LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage**, is amended to add the following:

This insurance does not apply to:

- a. “Bodily injury”, “property damage”, “personal and advertising injury” or medical expenses and cost of defense caused by or arising out of the operation, maintenance, existence or use of any mechanical ride or riding device.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**EXCLUSION FOR INJURY TO PERFORMERS, ENTERTAINERS,
AND PARTICIPANTS**

It is agreed that **SECTION II – LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage**, is amended to add the following:

This insurance does not apply to:

- a. Loss or expense, including but not limited to the cost of defense, arising or resulting from “bodily injury”, “property damage”, “personal and advertising injury” or medical expenses including damages for care and loss of services:
 - (i) To any performer, entertainer or participant who is engaged or who volunteers to perform, entertain or participate, formally or informally, as part of an event that is hosted, sponsored, organized, operated or directed by any insured for which any insured may be held liable in any capacity;
 - (ii) To the spouse, child, parent, brother or sister of a performer, entertainer or participant as a consequence of “bodily injury” or “personal and advertising injury” to such performer, entertainer or participant in any event that is hosted, sponsored, organized, operated or directed by any insured for which any insured may be held liable in any capacity.
- b. Any obligation of any insured to indemnify, defend or contribute jointly or severally with another because of “bodily injury”, “property damage”, “personal and advertising injury” or medical expenses to any performer, entertainer or participant who is engaged or involved, formally or informally, in any event that is hosted, sponsored, organized, operated or directed by any insured.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARKANSAS CHANGES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. Section I – Property is amended by the following:

1. Paragraph **E.2. Appraisal** Property Loss Condition is replaced by the following:

2. Appraisal

- a. If we and you disagree on the value of the property or the amount of loss, either party may make a written request for an appraisal of the loss. However, an appraisal will be made only if both we and you agree, voluntarily, to have the loss appraised. If so agreed, 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.
- b. An appraisal decision will not be binding on either party.
- c. If there is an appraisal, we will still retain our right to deny the claim.
- d. Each party will:
- (1) Pay its chosen appraiser; and
 - (2) Bear the other expenses of the appraisal and umpire equally.

2. Paragraph **F.2.g.** of the **Mortgageholders** Property General Conditions is replaced by the following:

- g. If we elect not to renew this policy, we will give written notice to the mortgageholder:
- (1) As soon as practicable if nonrenewal is due to the Named Insured's failure to pay any premium required for renewal; or

- (2) At least 60 days before the expiration date of this policy if we nonrenew for any other reason.

B. Section III – Common Policy Conditions is amended as follows:

1. Paragraph **A.5. Cancellation** is replaced by the following:

5. Premium Refund

- a. If this policy is cancelled, we will send the first Named Insured any premium refund due.
- b. We will refund the pro rata unearned premium if the policy is:
 - (1) Cancelled by us or at our request;
 - (2) Cancelled but rewritten with us or in our company group;
 - (3) Cancelled because you no longer have an insurable interest in the property or business operation that is the subject of this insurance; or
 - (4) Cancelled after the first year of a prepaid policy that was written for a term of more than one year.
- c. If the policy is cancelled at the request of the first Named Insured, other than a cancellation described in **b.(2), (3) or (4)** above, we will refund 90% of the pro rata unearned premium. However, the refund will be less than 90% of the pro rata unearned premium if the refund of such amount would reduce the premium retained by us to an amount less than the minimum premium for this policy.
- d. The cancellation will be effective even if we have not made or offered a refund.
- e. If the first Named Insured cancels the policy, we will retain no less than \$100 of the premium.

2. The following is added to Paragraph **A. Cancellation**:

7. Cancellation Of Policies In Effect More Than 60 Days

a. If this policy has been in effect more than 60 days or is a renewal policy, we may cancel only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Fraud or material misrepresentation made by you or with your knowledge in obtaining the policy, continuing the policy or in presenting a claim under the policy;
- (3) The occurrence of a material change in the risk which substantially increases any hazard insured against after policy issuance;
- (4) Violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or its occupancy which substantially increases any hazard insured against under the policy;
- (5) Nonpayment of membership dues in those cases where our by-laws, agreements or other legal instruments require payment as a condition of the issuance and maintenance of the policy; or
- (6) A material violation of a material provision of the policy.

b. If we cancel for:

- (1) Nonpayment of premium, we will mail or deliver written notice of cancellation, stating the reason for cancellation, to the first Named Insured and any lienholder or loss payee named in the policy at least 10 days before the effective date of cancellation.

- (2) Any other reason, we will mail or deliver notice of cancellation to the first Named Insured and any lienholder or loss payee named in the policy at least 20 days before the effective date of cancellation.

3. The following is added to Paragraph **K. Transfer Of Rights Of Recovery Against Others To Us**:

We will be entitled to recovery only after the insured has been fully compensated for the loss or damage sustained.

4. The following paragraph is added and supersedes any other provision to the contrary:

M. Nonrenewal

1. If we decide not to renew this policy, we will mail to the Named Insured shown in the Declarations, and to any lienholder or loss payee named in the policy, written notice of nonrenewal at least 60 days before:
 - a. Its expiration date; or
 - b. Its anniversary date, if it is a policy written for a term of more than one year and with no fixed expiration date.

However, we are not required to send this notice if nonrenewal is due to the Named Insured's failure to pay any premium required for renewal.

The provisions of this Paragraph 1. do not apply to any mortgageholder.

2. We will mail our notice to the Named Insured's mailing address last known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

5. The following paragraph is added:

N. Multi-Year Policies

We may issue this policy for a term in excess of twelve months with the premium adjusted on an annual basis in accordance with our rates and rules.

SERFF Tracking Number: USLI-125632114 *State:* Arkansas
Filing Company: United States Liability Insurance Company *State Tracking Number:* EFT \$50
Company Tracking Number: NP-SSO-08-04
TOI: 05.0 Commercial Multi-Peril - Liability & Non- *Sub-TOI:* 05.0002 Businessowners
Liability
Product Name: Non-Profit Package Businessowners
Project Name/Number: NP-SSO-08-04/NP-SSO-08-04

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: USLI-125632114 State: Arkansas
Filing Company: United States Liability Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: NP-SSO-08-04
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners
Liability
Product Name: Non-Profit Package Businessowners
Project Name/Number: NP-SSO-08-04/NP-SSO-08-04

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document- Property & Casualty **Review Status:** Approved 05/09/2008

Comments:

Attachment:

industry_rates_PCtransDoc_intelligent.pdf

Satisfied -Name: Form Comparisons **Review Status:** Approved 05/09/2008

Comments:

Attachments:

SSO Comparison.pdf

BP 60 Comparison.pdf

BP 58 Comparison.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: New Business Renewal Business f. State Filing #: g. SERFF Filing #: h. Subject Codes
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3. Group Name	Group NAIC #

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #

5. Company Tracking Number	
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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

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

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

9. Type of Insurance (TOI)	
10. Sub-Type of Insurance (Sub-TOI)	
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
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 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: <input type="text"/> Renewal: <input type="text"/>
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	
17. Reference Organization # & Title	
18. Company's Date of Filing	
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	
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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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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]
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Check #:
Amount:

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.)**

PC TD-1 pg 2 of 2

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 #	
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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)	
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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			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

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 #	NP-SSO-08-04-F
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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
11	Exclusion for Event Vendor/Exhibitor & Contractor	BP-97 05/07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	Professional Liability Coverage Form	SSO 02/08	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	SSO 01/97	
13	Exclusion for Mechanical Rides	BP-65 05/07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14	Exclusion for Injury to Performers, Entertainers and Participants	BP-52 05/07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15	Arkansas Changes	BP 01 53 02 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
16			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
17			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
18			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
19			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
20			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1

SOCIAL SERVICE ORGANIZATION PROFESSIONAL LIABILITY COVERAGE FORM

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

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

The word **"insured"** means **the Named Insured shown in the Policy Declarations to which this coverage form is attached** and any person or organization qualifying as such under **Section II, WHO IS AN INSURED**. Other words and phrases that appear in quotation marks have special meaning. Refer to **Section V, DEFINITIONS**.

SECTION I - COVERAGE

SOCIAL SERVICE ORGANIZATION ORGANIZATION PROFESSIONAL LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as "damages" to which this insurance applies. We have the right and duty to defend any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may at our discretion, investigate any "professional incident" and settle any claim or "suit". But
- (1) The amount we will pay for "damages" is limited as described in **Section III, LIMITS OF INSURANCE**; and
 - (2) Our right and duty to defend ends when we have used up our applicable limit of insurance in the payment of judgments or settlements,
- b. This insurance applies to "damages" only if:
- (1) The "damages" result from a "professional incident" that takes place in the "coverage territory"; and
 - (2) The "professional incident" occurs during the policy period.

2. Exclusions

This insurance does not apply to "Damages":

- a. expected or intended from the standpoint of the insured.
- b. for any actual or alleged breach of contract or agreement. This exclusion does not apply to liability for "damages" that the insured would have in the absence of the contract or agreement.
- c. arising out of the operation of any hospital, sanatorium, medical clinic, or any other medical facility or laboratory.
- d. arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or

loaned to any insured. Use includes operation and "loading or unloading".

- e. arising out of the prescription, utilization, furnishing, or dispensing of drugs or medical, dental or nursing supplies or appliances, except when such is done in strict accordance with direction from a physician and in the normal course of practice as a social service organization.
- f. arising out of the furnishing or failure to furnish professional services by an attorney, architect, engineer, accountant, real estate or investment manager, physician, dentist, psychiatrist, anesthesiologist, nurse anesthetist, nurse practitioner, nurse midwife, x-ray therapist, radiologist, chiropractor, chiropractor, optometrist or veterinarian. However, with respect to you and your employees only, this exclusion does not apply to services performed by a physician, dentist, psychiatrist, nurse practitioner or optometrist, provided that all of the following conditions are met:
 - (1) such professional is not your employee or volunteer;
 - (2) you have current documentation of the credentials of such professional; and
 - (3) you have current written confirmation of malpractice insurance covering such professional.
- g. arising out of membership in a formal accreditation or similar professional board or committee or any hospital or professional society.
- h. arising out of injury to any insured, or any consequential injury to the spouse, child, parent, brother or sister of that insured. This exclusion applies:
 - (1) Whether the insured may be liable as an employer or in any other capacity; and
 - (2) To any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.
- i. arising out of any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- j. arising out of any claim made by:
 - (1) a person because of any:
 - (a) refusal to employ that person;
 - (b) termination of that person's employment; or
 - (c) employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person;

or

- (2) the spouse, child, parent, brother or sister of that person as a consequence of any "damages" or injury to that person at whom any of the employment-related practices described in paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) whether the insured may be liable as an employer or in any other capacity; and
 - (2) to any obligation to share "damages" with or repay someone else who must pay "damages".
- k. arising from "advertising injury" or "personal injury". However, this exclusion does not apply to "personal injury" when the offense is directly resulting from a "professional incident" and the "personal injury" does not arise out of:
 - (1) Oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
 - (2) Oral or written publication of material, whose first publication took place before the beginning of the policy period; or
 - (3) The willful violation of a penal statute or ordinance committed by or with the consent of the insured.
 - l. arising out of damage to property:
 - (1) owned, occupied or used by any insured;
 - (2) rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by any insured;
 - (3) which is or was in the possession of any insured or any person acting on behalf of any insured; or
 - (4) that is real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are or were performing operations.
 - m. arising out of any "nuclear hazard".
 - n. arising out of actual or alleged discrimination.
 - o. arising out of unfair competition or violation of any antitrust laws.
 - p. arising out of the inability or failure of the insured or others to collect or pay money.
 - q. arising out of an insured gaining any personal profit or advantage to which they are not legally entitled.
 - r. arising out of liability under the Employment Retirement Income Security Act of 1974 and any amendments to that law, or any similar federal or state law.
 - s. arising out of any criminal, dishonest, fraudulent or malicious act or omission. This exclusion does not apply to any insured who did not:
 - (1) personally participate in committing any such act; or
 - (2) remain passive after having personal knowledge of any such act or omission.
 - t. arising out of any claim made or "suit" brought

- against an insured by another insured.
- u. arising out of acts, errors or omissions of a managerial or administrative nature.

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim or "suit" we defend:

1. All expenses we incur including defense costs.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$100 a day because of time off from work.
4. All cost taxed against the insured in the "suit".
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. You are an insured. Your "executive officers", and directors are insureds, but only with respect to their duties as your officers or directors.
2. Each of the following is also an insured:
 - a. Your "employees", other than your "executive officers", but only for acts within the scope of their employment by you or while performing duties related to the conduct of your organization;
 - b. Your volunteers, but only for acts within the scope of their duties related to the conduct of your organization; and
 - c. Students in training, but only for acts within the scope of their duties related to the conduct of your organization.

However, no "employee", volunteer or student in training is an insured for:

- (1) "Damages" arising out of injury to you or to another "employee", volunteer, or student in training while in the course of his or her employment or while performing duties related to the conduct of your organization;
- (2) To the spouse, child, parent, brother or sister of that "employee", volunteer, or student in training as a consequence of paragraph (1) above;
- (3) For which there is any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury described in paragraphs (1) or (2) above;
- (4) "Damages" arising out of furnishing or failing to furnish professional health care services as a physician or dentist, or as a person responsible for the supervision of any of the above named professionals;
- (5) "Damages" arising out of furnishing or failing to furnish professional services or advice as an attorney, accountant, architect, engineer,

or as a person responsible for the supervision of any of the above named professionals; or

- (6) Damage to property owned, occupied by, rented to or loaned to you or any of your "employees", volunteers or students in training.
- d. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will be deemed to be a Named Insured if there is no other similar insurance available to that organization. However:
 - (1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - (2) Professional Liability Coverage does not apply to a "professional incident" that occurred before you acquired or formed the organization.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. insureds;
 - b. ~~b.~~ claims made or "suits" brought; or ~~c.~~
 - c. persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for all "damages" to which this insurance applies.
3. Subject to 2. above, the Each Professional Incident Limit is the most we will pay for the sum of all "damages" arising out of the same "professional incident" to which this insurance applies. The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – CONDITIONS

1. **Bankruptcy.**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
2. **Your Authority And Duties.**

The first Named Insured shown in the Declarations agrees to act on behalf of all insureds with respect to cancellation, notice of any "professional incident" claim or "suit", payment or return of any premium. Each insured, by accepting this insurance, agrees to:

 - a. Have the first Named Insured act for them in such matters; and

- b. Promptly notify the first Named Insured, in writing, of any "professional incident" which may result in a claim, or any claim or "suit" brought against them.

3. Duties In The Event Of Professional Incident, Claim Or Suit.

- a. You must see to it that we are notified as soon as practicable of a "professional incident" which may result in a claim. To the extent possible, notice should include:

- (1) All available information about the circumstances concerning the "professional incident" including:

- (a) How, when and where it took place; and
- (b) The names and address of any witnesses and persons seeking "damages"; and

- (2) What claim you think may ~~result~~—result. However, even when you notify us of a "professional incident", this does not relieve you of your obligation to also notify us of any resulting claim or "suit".

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

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable. You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit";
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply; and
- (5) In no way jeopardize our rights after a "professional incident".

- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. Legal Action Against Us.

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for "damages" that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed

settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (1) If your "employee" or volunteer has other insurance covering his or her professional liability.
- (2) You have purchased insurance from a company other than us or a company affiliated with us which is more specific than this insurance.

When this insurance is excess, we will have no duty to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over the insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits

of insurance of all insurers.

6. Premium Audit.

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

7. Representations.

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

8. Separation Of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

9. Transfer Of Rights Of Recovery Against Others To Us.

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

10. Governmental Immunity.

If you are a public institution, you may be entitled to Governmental Immunity. This Coverage Part does not constitute a waiver of any Governmental Immunity to which you are entitled.

11. When We Do Not Renew.

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than ~~30~~60 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses committed in the

course of advertising your goods, products or services:

- a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - b. Oral or written publication of material that violates a person's right of privacy;
 - c. Misappropriation of advertising ideas or style of doing business; or
 - d. Infringement of copyright, title or slogan.
2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment.
 3. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. All parts of the world if:
 - (1) The injury or damage arises out of the activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
 - (2) The insured's responsibility to pay "damages" is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
 4. "Damages" means money sought or awarded as compensation for an injury caused by an insured resulting from a "professional incident" but does not include fines, sanctions, penalties, punitive or exemplary damages or the multiple portion of any damages.
 5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
 6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
 7. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
 8. "Loading or unloading" means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
 9. Nuclear hazard" means the existence of any

nuclear reactor or device, nuclear waste storage or disposal site or any other nuclear facility, or the transportation of nuclear material, or the hazardous properties of nuclear material.

10. "Personal injury" means injury, other than bodily injury, arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - e. Oral or written publication of material that violates a person's right of privacy.
11. "Professional incident" means any actual or alleged negligent:
 - a. act;
 - b. error; or
 - c. omission

condition.

in the actual rendering of professional services to others, including counseling services, in your capacity as a social service organization.

Professional services includes the furnishing of food, beverages, medications or appliances in connection therewith.

Any or all "professional incidents" arising from interrelated or series of acts, errors or omissions shall be deemed to be one "professional incident" taking place at the time of the earliest "professional incident".

12. "Suit" means a civil proceeding in which "damages" are sought and to which this insurance applies. "Suit" also includes:
 - a. An arbitration proceeding in which such "damages" are sought and to which you must submit or do submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such "damages" are sought and to which you submit with our consent.
13. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload ~~conditions~~.

**UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA**

This ~~Endorsement~~ **endorsement** modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

EXCLUSION ~~-FOR~~ BLEACHER COLLAPSE

It is agreed that **SECTION II ~~-LIABILITY,-~~ LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, item gg. is added as follows:** is amended to add the following:

~~gg. Bleacher Collapse~~ This insurance does not apply to:

- a. "Bodily ~~injury,~~" "~~property damage,~~" or ~~injury~~", "property damage", "personal and advertising ~~injury,~~" "injury" or medical expenses or cost of defense caused by or arising out of ~~any bleacher collapse,~~ the collapse of any bleacher, grandstand, benches, boxes or other seating structures, whether or not such collapse is a partial or total collapse.

All other terms and conditions of this ~~Policy~~ **policy** remain unchanged. This endorsement is a part of your ~~Policy~~ **policy** and takes effect on the effective date of your ~~Policy~~ **policy** unless another effective date is shown.

UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA

This ~~Endorsement~~endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

~~EXCLUSION – ANIMAL~~**ANIMAL EXCLUSION**

~~SECTION II – LIABILITY~~It is agreed that **SECTION II – LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage**, ~~item mm. is added as follows:~~is amended to add the following:

~~mm. – Animal~~This insurance does not apply to:

- a. ~~"Bodily injury", "property damage"~~"Bodily injury", "property damage", "personal and advertising injury" or medical expenses ~~to others, caused by any animal, whether owned or not owned by any insured.~~or cost of defense caused by or arising out of contact with any animals, reptiles, birds, fish, insects, and any animal organism other than human.

All other terms and conditions of this ~~Policy~~policy remain unchanged. This endorsement is a part of your ~~Policy~~policy and takes effect on the effective date of your ~~Policy~~policy unless another effective date is shown.