

SERFF Tracking Number: BEUW-125791573 State: Arkansas
Filing Company: StarNet Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: AR-OSP-GL-FM-2008-01
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability
Product Name: Outdoor Specialty Program
Project Name/Number: Outdoor Specialty Program - Initial Filing/AR-OSP-GL-FM-2008-01

Filing at a Glance

Company: StarNet Insurance Company
Product Name: Outdoor Specialty Program SERFF Tr Num: BEUW-125791573 State: Arkansas
TOI: 17.2 Other Liability - Occurrence Only SERFF Status: Closed State Tr Num: EFT \$50
Sub-TOI: 17.2001 Commercial General Liability Co Tr Num: AR-OSP-GL-FM-2008- State Status: Fees verified and
01 received
Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith
Roberts, Brittany Yielding
Authors: Ryan Boulware, Donald Disposition Date: 09/30/2008
Harrison, Lawrence Whalley
Date Submitted: 08/29/2008 Disposition Status: Approved
Effective Date Requested (New): On Approval Effective Date (New):
Effective Date Requested (Renewal): On Approval Effective Date (Renewal):
State Filing Description:

General Information

Project Name: Outdoor Specialty Program - Initial Filing Status of Filing in Domicile: Not Filed
Project Number: AR-OSP-GL-FM-2008-01 Domicile Status Comments:
Reference Organization: ISO Reference Number: various - please refer to
filing description
Reference Title: various - please refer to filing description Advisory Org. Circular: various - please refer to
filing description
Filing Status Changed: 09/30/2008 Deemer Date:
State Status Changed: 09/09/2008
Corresponding Filing Tracking Number: AR-OSP-GL-RARU-2008-01
(desk)
Filing Description:
StarNet Insurance Company is introducing a new Program which will provide coverage for exposures associated with
Guide and Outfitter operations. In addition to Guide and Outfitters, this Program will also cover Rod and Gun Clubs,
Target Ranges, Hunting Preserves, and other associated exposures.

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The forms consist of company developed declaration pages to be used in conjunction with the Insurance Services Office (ISO) forms portfolio. We are hereby adopting by reference, all ISO policy forms, endorsements and related forms currently approved for use in your state for this line of business that have been filed by ISO. Additionally, the company developed declaration pages are being submitted as a part of this filing package for your review and approval along with any company-specific, proprietary endorsements.

This is a program-specific filing ("Outdoor Specialty Program") based on the material being adopted and submitted at this time. We will not be automatically adopting future ISO filings of forms and therefore, we will ask ISO to add this Program to their "exception report" effective with your approval of this filing to override filing authorization in the future.

We respectfully request an effective upon your approval. Under the filing laws of your state for this line of business, it has been determined that the rate/rule portion of the filing is a desk filing and will be handled as such with an even effective date to match your acknowledgement/approval of this submission.

Please note that this filing is mutually exclusive to all other Programs filed and approved on behalf of StarNet Insurance Company. All other filed and approved Programs for StarNet Insurance Company remain of file without change.

Please contact me directly if you have any questions regarding this submission. Thank you.

Company and Contact

Filing Contact Information

Donald Harrison, State Filings Manager
215 Shuman Blvd., Ste. 200
Naperville, IL 60563

DHarrison@bupllc.com
(630) 210-0351 [Phone]
(630) 210-0377[FAX]

Filing Company Information

StarNet Insurance Company
215 Shuman Blvd., Suite 200
Naperville, IL 60563

CoCode: 40045
Group Code: 98
Group Name: W.R. Berkley
Corporation
FEIN Number: 22-3590451

State of Domicile: Delaware
Company Type: Stock
State ID Number:

(630) 210-0360 ext. [Phone]

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Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
StarNet Insurance Company	\$50.00	08/29/2008	22207195

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	09/30/2008	09/30/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Edith Roberts	09/09/2008	09/09/2008	Donald Harrison	09/09/2008	09/09/2008
Industry Response						

SERFF Tracking Number: *BEUW-125791573* *State:* *Arkansas*
Filing Company: *StarNet Insurance Company* *State Tracking Number:* *EFT \$50*
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Disposition

Disposition Date: 09/30/2008

Effective Date (New):

Effective Date (Renewal):

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
Form	LANDOWNERS PROTECTIVE LIABILITY COVERAGE FORM	Approved	Yes
Form	ENDORSEMENT – EXCLUDING ASBESTOS	Approved	Yes
Form	ENDORSEMENT – EXCLUDING ASBESTOS AND LEAD	Approved	Yes
Form	ENDORSEMENT – OUTFITTERS AND GUIDES	Approved	Yes
Form	ENDORSEMENT – CANINE CARE, CUSTODY, CONTROL COVERAGE	Approved	Yes
Form	ENDORSEMENT – BOAT RENTERS COVERAGE	Approved	Yes
Form	ENDORSEMENT – EXCLUSION RELOADED AND HANDLOADED AMMUNITION	Approved	Yes
Form	ENDORSEMENT – ADDITIONAL INSURED HUNTING, ROD, AND GUN CLUBS	Approved	Yes
Form	ENDORSEMENT – EXCLUSION JET SKI RENTAL	Approved	Yes
Form	ENDORSEMENT – MEMBER HUNTING AND FISHING LIABILITY	Approved	Yes
Form	ENDORSEMENT – EXCLUSION – UNDERGROUND RESOURCES AND EQUIPMENT	Approved	Yes
Form	ENDORSEMENT – PERSONAL INJURY LIABILITY	Approved	Yes
Form	ENDORSEMENT – PESTICIDE OR HERBICIDE APPLICATOR COVERAGE	Approved	Yes
Form	ENDORSEMENT – EXCLUSION “FUNGI” OR BACTERIA	Approved	Yes
Form	ENDORSEMENT – EXCLUSION SILICA OR SILICA-RELATED DUST	Approved	Yes
Form	ENDORSEMENT – EXCLUDING ASBESTOS AND LEAD	Approved	Yes

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Form	ENDORSEMENT – NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)	Approved	Yes
Form	COMMERCIAL GENERAL LIABILITY COVERAGE FORM DECLARATIONS	Approved	Yes
Form	COMMERCIAL GENERAL LIABILITY POLICY DECLARATIONS	Approved	Yes
Form	LANDOWNERS PROTECTIVE LIABILITY POLICY DECLARATIONS	Approved	Yes
Form (revised)	ENDORSEMENT – HIRED AND NONOWNED AUTO LIABILITY	Approved	Yes
Form	ENDORSEMENT – HIRED AND NONOWNED AUTO LIABILITY	Approved	Yes

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Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 09/09/2008

Submitted Date 09/09/2008

Respond By Date

Dear Donald Harrison,

This will acknowledge receipt of the captioned filing.

With reference to Form GC 75 50 06 08, Endorsement – Hired and Nonowned Auto Liability, this form contains defense within limits which is prohibited by AR Code Anno 23-79-307 (5) (A). Please withdraw or revise the language.

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

Response Letter

Response Letter Status Submitted to State

Response Letter Date 09/09/2008

Submitted Date 09/09/2008

Dear Edith Roberts,

Comments:

Response 1

Comments: RE: Objection Letter Dated 9-9-08

Thank you for your comments contained within the captioned Objection Letter.

Please accept this revised endorsement that our product development and underwriting area has presented to me for this filing. We are replacing the previously submitted "Hired and Nonowned Auto Liability" endorsement. Thank you for your continued consideration.

Changed Items:

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No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
ENDORSEMENT – HIRED AND NONOWNED AUTO LIABILITY	CG 75 50	09 08	Endorsement/Amendment/Conditions	New		0	CG 75 50 09 08 Endorsement - Hired and Nonowned Auto Liability.pdf
Previous Version ENDORSEMENT – HIRED AND NONOWNED AUTO LIABILITY	GC 75 50	06 08	Endorsement/Amendment/Conditions	New		0	CG 75 50 06 08 Endorsement - Hired and Nonowned Auto Liability.pdf

No Rate/Rule Schedule items changed.

Sincerely,
 Donald Harrison, Lawrence Whalley, Ryan Boulware

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	LANDOWNERS PROTECTIVE LIABILITY COVERAGE FORM	CG 70 05	07 08	Policy/CoveNew rage Form		0.00	CG 70 05 07 08 Landowners Protective Liability Coverage Form.pdf
Approved	ENDORSEMENT – EXCLUDING ASBESTOS	CG 75 08	06 08	Endorseme New nt/Amendm ent/Condi tions		0.00	CG 75 08 06 08 Endorsemen t - Excluding Asbestos.pdf
Approved	ENDORSEMENT – EXCLUDING ASBESTOS AND LEAD	CG 75 64	06 08	Endorseme New nt/Amendm ent/Condi tions		0.00	CG 75 64 06 08 Endorsemen t - Excluding Asbestos and Lead.pdf
Approved	ENDORSEMENT – OUTFITTERS AND GUIDES	CG 77 07	06 08	Endorseme New nt/Amendm ent/Condi tions		0.00	CG 77 07 06 08 Endorsemen t - Outfitters and Guides.pdf
Approved	ENDORSEMENT – CANINE CARE, CUSTODY, CONTROL COVERAGE	CG 77 10	06 08	Endorseme New nt/Amendm ent/Condi tions		0.00	CG 77 10 06 08 Endorsemen t - Canine Care Custody or Control Coverage.pdf

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Approved	ENDORSEMENT CG 77 11 06 08 – BOAT RENTERS COVERAGE	Endorseme New nt/Amendm ent/Condi ons	0.00	CG 77 11 06 08 Endorsemen t - Boat Renters Coverage.pdf
Approved	ENDORSEMENT CG 77 12 06 08 – EXCLUSION RELOADED AND HANDLOADED AMMUNITION	Endorseme New nt/Amendm ent/Condi ons	0.00	CG 77 12 06 08 Endorsemen t - Exclusion Reloaded and Handloaded Ammunition. pdf
Approved	ENDORSEMENT CG 77 13 06 08 – ADDITIONAL INSURED HUNTING, ROD, AND GUN CLUBS	Endorseme New nt/Amendm ent/Condi ons	0.00	CG 77 13 06 08 Endorsemen t - Additional Insured Hunting, Rod, and Gun Clubs.pdf
Approved	ENDORSEMENT CG 77 14 06 08 – EXCLUSION JET SKI RENTAL	Endorseme New nt/Amendm ent/Condi ons	0.00	CG 77 14 06 08 Endorsemen t - Exclusion Jet Ski Rental.pdf
Approved	ENDORSEMENT CG 77 15 06 08 – MEMBER HUNTING AND FISHING LIABILITY	Endorseme New nt/Amendm ent/Condi ons	0.00	CG 77 15 06 08 Endorsemen t - Member Hunting and Fishing Liability.pdf

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Approved	ENDORSEMENT CG 77 25 09 08 – EXCLUSION – UNDERGROUN D RESOURCES AND EQUIPMENT	Endorseme New nt/Amendm ent/Condi ons	0.00	CG 77 25 09 08 Endorsemen t - Exclusion Underground Resources.p df
Approved	ENDORSEMENT CG 77 26 09 08 – PERSONAL INJURY LIABILITY	Endorseme New nt/Amendm ent/Condi ons	0.00	CG 77 26 09 08 Endorsemen t - Personal Injury Liability.pdf
Approved	ENDORSEMENT CG 77 27 09 08 – PESTICIDE OR HERBICIDE APPLICATOR COVERAGE	Endorseme New nt/Amendm ent/Condi ons	0.00	CG 77 27 09 08 Endorsemen t - Pesticide or Herbicide Applicator Coverage.pd f
Approved	ENDORSEMENT CG 77 28 09 08 – EXCLUSION “FUNGI” OR BACTERIA	Endorseme New nt/Amendm ent/Condi ons	0.00	CG 77 28 09 08 Endorsemen t - Exclusion Fungi and Bacteria.pdf
Approved	ENDORSEMENT CG 77 29 09 08 – EXCLUSION SILICA OR SILICA- RELATED DUST	Endorseme New nt/Amendm ent/Condi ons	0.00	CG 77 29 09 08 Endorsemen t - Exclusion Silica or Silica Related Dust.pdf
Approved	ENDORSEMENT CG 77 30 09 08 – EXCLUDING ASBESTOS AND	Endorseme New nt/Amendm ent/Condi	0.00	CG 77 30 09 08 Endorsemen

<i>SERFF Tracking Number:</i>	<i>BEUW-125791573</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Project Name/Number:</i>	<i>Outdoor Specialty Program - Initial Filing/AR-OSP-GL-FM-2008-01</i>		
	LEAD	ons	t - Excluding Asbestos and Lead.pdf
Approved	ENDORSEMENT IL 75 55 09 08 - NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)	Endorsement/Amendment/Conditions	0.00 IL 75 55 09 08 Endorsement - Exclusion - Nuclear Energy Liability.pdf
Approved	COMMERCIAL CG DS 77 06 08 GENERAL 00 LIABILITY COVERAGE FORM DECLARATIONS	Declaration News/Schedule	0.00 CG DS 77 00 06 08 General Liability Coverage Form Declarations.pdf
Approved	COMMERCIAL CG DS 77 06 08 GENERAL 05 LIABILITY POLICY DECLARATIONS	Declaration News/Schedule	0.00 CG DS 77 05 06 08 General Liability Policy Declarations.pdf
Approved	LANDOWNERS CG DS 77 07 08 PROTECTIVE 14 LIABILITY POLICY DECLARATIONS	Declaration News/Schedule	0.00 CG DS 77 14 07 08 Landowners Protective Liability Declarations.pdf
Approved	ENDORSEMENT CG 75 50 09 08 - HIRED AND NONOWNED AUTO LIABILITY	Endorsement/Amendment/Conditions	0.00 CG 75 50 09 08 Endorsement - Hired and Nonowned Auto

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Liability.pdf

LANDOWNERS PROTECTIVE LIABILITY COVERAGE FORM

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

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations. The words “we”, “us” and “our” refer to the Company providing this insurance. The word “insured” means 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 – COVERAGES

BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

1. Insuring Agreement:

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury” or “property damage” to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages for “bodily injury” or “property damage” to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” and settle any claim or “suit” that may result. However:

- (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 the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to “bodily injury” and “property damage” only if:

- (1) The “bodily injury” or “property damage” is caused by an “occurrence” and arises out of operations of the “lessee”, specified in the Declarations, and your acts or omissions in connection with the general supervision of such operations.
- (2) The “bodily injury” or “property damage” occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under paragraph 1, of Section II – Who Is An Insured and no “employee” authorized by you to give or receive notice of an “occurrence” or claim, knew that the “bodily injury” or “property damage” had occurred, in whole or in part. If such a listed insured or authorized “employee” knew, prior to the policy period, that the “bodily injury” or “property damage” occurred, then any continuation, change or resumption of such “bodily injury” or “property damage” during or after the policy period will be deemed to have been known prior to the policy period.
- (4) No “bodily injury” or “property damage” is alleged in the claim or “suit” to have occurred prior to the inception date of this policy.

- c. “Bodily injury” or “property damage” which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under paragraph 1, of Section II – Who Is An Insured or any “employee” authorized by you to give or receive notice of an “occurrence” or claim, includes any continuation, change, or resumption of that “bodily injury” or “property damage” after the end of the policy period.

- d. “Bodily injury” or “property damage” will be deemed to have been known to have occurred at the earliest time when any insured listed under paragraph 1, of Section II – Who Is An Insured or any “employee” authorized by you to give or receive notice of an “occurrence” or claim:

- (1) Reports all, or any part, of the “bodily injury” or “property damage” to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the “bodily injury” or “property damage”; or
- (3) Becomes aware by any other means that “bodily injury” or “property damage” has occurred or has begun to occur.

LANDOWNERS PROTECTIVE LIABILITY COVERAGE FORM

- e. Damages because of “bodily injury” include damages claimed by any person or organization for care, loss of services or death resulting at any time from the “bodily injury”.

2. Exclusions – This insurance does not apply to:

- a. **Aircraft, “Auto” or Watercraft** – “Bodily injury” or “property damage” arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, “auto”, or watercraft owned, operated by, rented to, or loaned to any insured. This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by any insured, if the “occurrence” which caused the “bodily injury” or “property damage” involved the ownership, maintenance, use, or entrustment to others of any aircraft, “auto” or watercraft.
- b. **Expected or Intended Injury** – “Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.
- c. **Contractual Liability** – “Bodily injury” or “property damage” for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
 - (1) That the insured would have in the absence of the contract or agreement; or
 - (2) Assumed in a contract or agreement that is an “insured contract”, provided the “bodily injury” or “property damage” occurs subsequent to the execution of the contract or agreement. Execution will be deemed to have occurred when the contract or agreement is signed or work under the contract or agreement is commenced. Solely for the purposes of liability assumed in an “insured contract”, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of “bodily injury” or “property damage”, provided:
 - (a) Liability to such party for, or for the cost of, that party’s defense has also been assumed in the same “insured contract”; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.
- d. **Activities Ended** – “Bodily injury” or “property damage” which occurs after the “lessee” relinquishes the use of the property to you or the lease expires and is not renewed.
- e. **Acts or Omissions by You and Your Employees** – “Bodily injury” or “property damage” arising out of you or your “employees”, acts or omissions other than general supervision of the “lessee’s” activities.
- f. **Workers' Compensation and Similar Laws** – Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.
- g. **Employer's Liability** – “Bodily injury” to:
 - (1) An “employee” of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
 - (2) The spouse, child, parent, brother or sister of that “employee” as a consequence of paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.
- h. **Flood or Subsidence** – “Bodily injury” or “property damage” arising out of “flood” or “subsidence” of the land you have leased or rented to the “lessee”.

LANDOWNERS PROTECTIVE LIABILITY COVERAGE FORM

i. **Damage to Property** – “Property damage” to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration, or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Property loaned to you; or
- (3) Personal property in the care, custody or control of the insured.

j. **War** – “Bodily injury” or “property damage”, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

k. **Mobile Equipment** – “Bodily injury” or “property damage” arising out of the use of “mobile equipment” in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

l. **Pollution:**

- (1) “Bodily injury” or “property damage” arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, or escape of “pollutants”:
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) “Bodily injury” if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) “Bodily injury” or “property damage” arising out of heat, smoke or fumes from a “hostile fire”;
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing, or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site, or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the “pollutants” are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) “Bodily injury” or “property damage” arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of “mobile equipment” or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the “bodily injury” or “property damage” arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location

LANDOWNERS PROTECTIVE LIABILITY COVERAGE FORM

with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by or on behalf of any insured; or

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

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

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

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

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

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

m. Damage to Impaired Property or Property Not Physically Injured – "Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy, or dangerous condition in the premises, site, or location caused by the "lessee"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to the premises, site, or location.

n. Electronic Data – Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data. As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, DVD-ROMS, tapes, drives, cells, flash drives, thumb drives, data processing devices, or any other media which are used with electronically controlled equipment.

SUPPLEMENTARY PAYMENTS:

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies. We do not have to furnish these bonds.
 - c. 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.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.

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- e. All court costs taxed against the insured in the “suit”. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. 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.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
- h. Expenses incurred by the insured for first aid administered to others at the time of an accident, for “bodily injury” to which this insurance applies.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a “suit” and an indemnitee of the insured is also named as a party to the “suit”, we will defend that indemnitee if all of the following conditions are met:
- a. The “suit” against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an “insured contract”;
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same “insured contract”;
 - d. The allegations in the “suit” and the information we know about the “occurrence” are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such “suit” and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the “suit”;
 - (b) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the “suit”;
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the “suit”; and
 - (b) Conduct and control the defense of the indemnitee in such “suit”.

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of paragraph 2.b.(2) of Section I – Coverages – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for “bodily injury” and “property damage” and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in

LANDOWNERS PROTECTIVE LIABILITY COVERAGE FORM

the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to their duties as partners or members of a joint venture.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to their duties as members of a limited liability company. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your “executive officers” and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insured but only with respect to their duties as trustees.
2. Each of the following is also an insured:
 - a. Any person (other than your “employee”) or any organization while acting as your real estate manager.
 - b. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

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”.
 1. The Aggregate Limit is the most we will pay for the sum of damages because of all “bodily injury” and “property damage”.
 2. Subject to paragraph 1, above, the Each Occurrence Limit is the most we will pay for the sum of damages because of all “bodily injury” and “property damage” arising out of any one “occurrence”.
 3. In the event “claim” or “suit” is brought against more than one insured due to “bodily injury” or “property damage” from the same “occurrence” we will apply the Limits of Insurance in the following order:
 - a. You;
 - b. Your “executive officers”, partners, directors, stockholders, members, managers (if you are a limited liability company) or “employees”, and

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- c. Any other insureds in any order that we choose.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than twelve (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 twelve (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. **Cancellation:**
 - a. You may cancel this policy by mailing or delivering to us advance written notice of cancellation.
 - b. We may cancel this policy by mailing or delivering to you written notice of cancellation at least:
 - (1) Ten (10) days before the effective date of cancellation if we cancel for non-payment of premium; or
 - (2) Thirty (30) days before the effective date of cancellation if we cancel for any other reason.
 - c. We will mail or deliver our notices to your last mailing address known to us.
 - d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 - e. If this policy is cancelled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
 - f. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. **Changes** – This policy contains all the agreements between you and us concerning the insurance afforded. You are authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.
4. **Duties in The Event of “Occurrence”, Claim, or “Suit”:**
 - a. You must see to it that we are notified as soon as practicable of an “occurrence” which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the “occurrence” took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the “occurrence”.
 - b. If a claim is made or “suit” is brought, 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;

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

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

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our prior written consent.

5. Examination of Your Books And Records – We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three (3) years afterward.

6. Inspections and Surveys:

a. We have the right to:

(1) Make inspections and surveys at any time;

(2) Give you reports on the conditions we find; and

(3) Recommend changes.

b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

(1) Are safe or healthful; or

(2) Comply with laws, regulations, codes or standards.

c. Paragraphs a, and b, above of this condition apply not only to us, but also to any rating, advisory, rate service, or similar organization which makes insurance inspections, surveys, reports, or recommendations.

d. Paragraph b, above of this condition does not apply to any inspections, surveys, reports, or recommendations we may make relative to certification, under state or municipal statutes, ordinances, or regulations, of boilers, pressure vessels, or elevators.

7. 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 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 the insured, the claimant or the claimant's legal representative, and by us.

8. Other Insurance – The insurance afforded by this Coverage Part is primary insurance and we will not seek contribution from any other insurance available to you unless other insurance is provided by the designated "lessee", in which case this insurance is excess to the extent of that coverage.

When this insurance is primary and there is other insurance provided by a person or organization other than the "lessee", 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 any of 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.

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When this insurance is excess over the designated “lessee’s” coverage we will only pay when that other insurance is either used up in the payment of claims or “suits”; cancelled, or nonrenewed.

9. Premiums – You:

- a. Are responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums we pay.

10. 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 and send notice to you. The due date for audit and retrospective premiums is the date shown as the due date on the bill. 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 you.
- c. You must keep records of the information we need for premium computation, and send us copies at such times as we may request.

11. 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.

12. 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.

13. When We Do Not Renew – If we decide not to renew this policy, we will mail or deliver to you written notice of the nonrenewal not less than thirty (30) days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. “Auto” means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, “auto” does not include “mobile equipment”.

2. “Bodily injury” means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these at any time.

3. “Employee” includes a “leased worker”. “Employee” does not include a “temporary worker”.

4. “Executive officer” means a person holding any of the officer positions created by your charter, constitution, by-laws, or any other similar governing document.

5. “Flood” means:

- a. A general temporary condition of partial or complete inundation of normally dry land areas from the rising or overflow of inland or tidal waters;
- b. The unusual and rapid accumulation or runoff of surface waters from any source;

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- c. Mudslide, waves, sieche, tidal water, tsunami, tidal wave;
 - d. The release of water impounded by a dam regardless of cause; or
 - e. Spray from any of the foregoing all whether driven by wind or not.
6. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
7. "Impaired property" means tangible property, other than work performed for you, that cannot be used or is less useful because:
- a. It incorporates work performed for you that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment, or removal of the work performed for you or your fulfilling the terms of the contract or agreement.
8. "Insured contract" means:
- a. A lease of premises;
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within fifty (50) feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or
 - e. An elevator maintenance agreement.
9. "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".
10. "Lessee" means the person or organization, described in the Declarations to whom you have leased or rented land for the "lessee" use under a written contract or agreement.
11. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts, and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers, or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in paragraph a, b, c, or d, above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;

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f. Vehicles not described in paragraphs a, b, c, or d, above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

12. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
13. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.
14. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property. As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, DVD-ROMS, tapes, drives, cells, flash drives, thumb drives, data processing devices, or any other media which are used with electronically controlled equipment.

- 15 "Subsidence" means the sudden and unexpected movement of the earth such that the grade changes. Subsidence includes sinkhole collapse, mine subsidence, and mud flow.
16. "Suit" means a civil proceeding, brought in the United States of America (including its territories and possessions), Puerto Rico, or Canada, in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
17. "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.

ENDORSEMENT – EXCLUDING ASBESTOS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

EXCLUSION – This insurance does not apply to any “bodily injury”, including Medical Expense, “property damage”, or “personal and advertising injury” arising out of or in any way directly or indirectly related to:

- A. The use of asbestos in constructing or manufacturing any good, product, or structure;
- B. The manufacture, mining, processing, installation, testing, ownership, sale, resale, abatement, removal, transportation, storage, or disposal of asbestos:
 1. Fiber;
 2. Dust;
 3. Goods; or
 4. Products, including:
 - a. Products containing asbestos; or
 - b. Material containing asbestos; and
- C. Exposure to, Inhalation of, ingestion of, consumption of, or absorption of, or prolonged physical exposure to asbestos:
 1. Fiber;
 2. Dust;
 3. Goods; or
 4. Products, including:
 - a. Products containing asbestos; or
 - b. Material containing asbestos; and
- D. Any error or omission in supervision, instructions, recommendations, notices, warnings, advice given, or that should have been given in connection with asbestos:
 1. Fiber;
 2. Dust;
 3. Goods; or
 4. Products, including:
 - a. Products containing asbestos; or
 - b. Material containing asbestos; and
- E. Any device or product that is designed or used to protect any person or organization from exposure to, inhalation of, or ingestion of, or for containment processes, containment procedures, or protective measures designed to protect persons or property from the harmful effects of asbestos:
 1. Fiber;
 2. Dust;

ENDORSEMENT – EXCLUDING ASBESTOS

3. Goods; or

4. Products, including:

a. Products containing asbestos; or

b. Material containing asbestos; or

F. Any loss, cost, or expense awarded or incurred that arises directly or indirectly out of any:

1. Claim or “suit” alleging any injury or damage from asbestos or lead;
2. Request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of asbestos or lead;
3. Claim, “suit”, notice, or order by or on behalf of any governmental authority or regulatory authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of asbestos or lead; or
4. Liability for or from any site or location that has the primary purpose to handle, process, treat, store, dispose, dump, or contain asbestos or lead in any form.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

ENDORSEMENT – EXCLUDING ASBESTOS AND LEAD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

EXCLUSION – Asbestos and Lead – This insurance does not apply to “bodily injury”, including Medical Payments, “property damage”, or “personal and advertising injury” arising out of or in any way directly or indirectly relating to:

- A.** The use of asbestos or lead in constructing or manufacturing any good, product, or structure; and
- B.** The manufacture, mining, processing, installation, handling, testing, ownership, sale, resale, abatement, removal, transportation, storage, or disposal of asbestos or lead:
 - 1. Fiber or fume;
 - 2. Dust;
 - 3. Structures;
 - 4. Goods; or
 - 5. Products; including any:
 - a. Products containing asbestos or lead; or
 - b. Material containing asbestos or lead; and
- C.** Exposure to, inhalation of, ingestion of, consumption of, or absorption of asbestos or lead:
 - 1. Fiber or fume;
 - 2. Dust;
 - 3. Structures;
 - 4. Goods; or
 - 5. Products; including any:
 - a. Products containing asbestos or lead; or
 - b. Material containing asbestos or lead; and
- D.** Any error or omission in supervision, instructions, recommendations, notices, warnings, advice given, or that should have been given in connection with asbestos or lead:
 - 1. Fiber or fume;
 - 2. Dust;
 - 3. Structures;
 - 4. Goods; or
 - 5. Products; including any:
 - a. Products containing asbestos or lead; or
 - b. Material containing asbestos or lead; and
- E.** Any device or product that is designed or used to protect any person or entity from exposure to, inhalation of, or ingestion of, or for containment processes, containment procedures, or protective measures designed to protect persons or property from the harmful effects of asbestos or lead:

ENDORSEMENT – EXCLUDING ASBESTOS AND LEAD

1. Fiber or fume;
 2. Dust;
 3. Structures;
 4. Goods; or
 5. Products; including any:
 - a. Products containing asbestos or lead; or
 - b. Material containing asbestos or lead.
- F.** Any loss, cost, or expense awarded or incurred that arises directly or indirectly out of any:
1. Claim or “suit” alleging any injury or damage from asbestos or lead;
 2. Request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of asbestos or lead;
 3. Claim, “suit”, notice, or order by or on behalf of any governmental authority or regulatory authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of asbestos or lead; or
 4. Liability for or from any site or location that has the primary purpose to handle, process, treat, store, dispose, dump, or contain asbestos or lead in any form.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

ENDORSEMENT – OUTFITTERS AND GUIDES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION I – Coverages – Coverage A – Bodily Injury and Property Damage Liability – Paragraph 2, Exclusions, Exclusion h, Mobile Equipment is entirely deleted and replaced with the following:

h. Mobile Equipment – “Bodily injury” or “property damage” arising out of:

- (1) The transportation of “mobile equipment” by an “auto” owned or operated by or rented or loaned to any insured; or
- (2) The use of “mobile equipment” in, or while in practice for, or while being prepared for, any racing, speed, demolition, or stunting activity.

B. SECTION II – Who is an Insured – Is amended by adding the following:

4. “Independent contractor guide or outfitter” is an insured but only while acting under your general direction as an independent contractor.

C. SECTION V – Definitions – The following definition is added:

“**Independent contractor guide or outfitter**” means a person contracted by you as an independent contractor to conduct activities and excursions on your behalf within the scope of your business.

D. SECTION V – Definitions – Definition 12, “Mobile equipment” is changed by adding the following:

“Mobile equipment” includes Snowmobiles and all terrain vehicles (ATVs).

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

ENDORSEMENT – CANINE CARE, CUSTODY, CONTROL COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE:

How Limit of Insurance Applies:	Limit of Insurance:	
Any one (1) Canine:	\$	1,000
Boarded Canine "Occurrence":	\$	5,000
Annual Canine Aggregate:	\$	5,000

A. SECTION I – Coverage A., Bodily Injury and Property Damage Liability – Item 2, Exclusions, Exclusion j, Damage to Property is amended by adding the following exception at the end of the exclusion:

Paragraph (4) does not apply to canines (dogs) owned by others while boarded on the insured's premises. This exception to the exclusion does not apply to dogs owned by or rented to the insured or to any employee of the insured. This exception to the exclusion does not apply to liability assumed under contract by the insured, unless such liability would have existed in the absence of the contract.

B. SECTION III – Limits of Liability – The following paragraphs are added:

8. Subject to paragraph 2, (the General Aggregate Limit) above, the Annual Canine Aggregate shown in the Schedule of this endorsement above is the most we will pay under this insurance for "property damage" to canines (dogs) owned by others while boarded on the insured's premises.
9. Subject to paragraph 8, above and paragraph 5, above the Boarded Canine "Occurrence" limit shown in the Schedule of this endorsement is the most we will pay in one "occurrence", for "property damage" to all dogs owned by others while boarded on the insured's premises.
10. Subject to the paragraphs 8, and 9, above the Any One Canine Limit is the most we will pay for "property damage" to any one dog.

C. SECTION V – Definitions – Definition 17, Property Damage is amended to include the following:

With respect to the coverage provided by this endorsement "property damage" is amended to include expenses incurred to train a canine to the skill level of its predecessor canine and expenses incurred for "humane destruction" of a canine which became a threat to public safety.

D. SECTION V – Definitions – The following definition is added:

"Humane destruction" means euthanasia of a canine during the policy period by a veterinarian when the canine suffers an injury and the veterinarian certifies the canine suffering is:

- a. Incurable; and
- b. So excessive that immediate destruction is necessary for humane reasons.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

ENDORSEMENT – BOAT RENTERS COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE:

Description of Watercraft:

Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. SECTION I – Coverage A., Bodily Injury and Property Damage Liability, item 2., Exclusions, Exclusion g. Aircraft, Auto, or Watercraft, subparagraph (2) is entirely deleted and replaced with the following:

(2) Watercraft described in the Schedule above and which are:

- (a) Owned or used by the insured;
- (b) Rented to the insured; or,
- (c) Rented by the insured to others.

There is no coverage provided by this exception to this exclusion for any liability of the insured beyond the hull and equipment of the watercraft described in the Schedule.

There is no coverage for any cargo or freight regardless of how the watercraft are rented, chartered, or loaned to the insured or to others. However, this does not apply to general average or salvage charges levied against all interests in any voyage as long as there is no other coverage under any other insurance, whether valid or collectible or not, held by the insured.

B. SECTION II – Who is an Insured – Is amended to add any person or organization legally responsible for the operation, maintenance, or use, including "loading or unloading" of any watercraft described in the Schedule of this endorsement provided such operation, maintenance, use, including "loading or unloading" is done with your permission.

C. SECTION IV – Commercial General Liability Conditions – Condition 4., Other Insurance, subparagraph b., Excess Insurance, item (1) (a) subparagraph (iv) is entirely deleted and replaced with the following:

- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g, of Section I – Coverage A – Bodily Injury and Property Damage Liability. With respect to watercraft you rent to others, described in the Schedule of this endorsement, this insurance is excess over any valid and collectible insurance of any persons or organizations leasing, chartering, or renting such watercraft.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

ENDORSEMENT – EXCLUSION RELOADED AND HANDLOADED AMMUNITION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

EXCLUSION – This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” for which any insured may held liable by reason of:

1. Selling or furnishing reloaded or hand loaded ammunition; or
2. Reloading or hand loading his or her own ammunition; or
3. Instructing others to reload or hand load their own ammunition.

However,

- a. Paragraph 1, above does not apply to sales or furnishing of remanufactured or reloaded ammunition remanufactured or reloaded by an ammunition manufacturer that is:
 - (1) A member of or subscriber to the standards of the Sporting Arms and Ammunition Manufacturers' Institute (SAAMI); and
 - (2) Not you or any other insured.
- b. Paragraphs 2, and 3, above do not apply to reloading or hand loading ammunition which is done according to the specifications and standards of SAAMI.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

ENDORSEMENT – ADDITIONAL INSURED HUNTING, ROD, AND GUN CLUBS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II – Who is an Insured is amended by adding as an insured:

1. Any of your “members” with respect to their liability for your activities or activities your “members” perform on your behalf; and,
2. “Independent contractor guide or outfitter(s)” but only while acting under your general direction as an independent contractor.

B. SECTION IV – Commercial General Liability Conditions – Condition 4., Other Insurance, paragraph b., Excess insurance, subparagraph (1) (a) is entirely deleted and replaced with the following:

(a) Any of the other insurance, whether primary, excess, contingent, or on any other basis:

- (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work";
- (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;
- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability; or
- (v) That is available to a “member” of your club for injury or damage sustained due to acts, errors, or omissions of another “member” of your club.

C. SECTION V – Definitions – The following definitions are added:

1. “**Members**” means persons listed on the official roster of the club shown in the Declarations.
2. “**Independent contractor guide or outfitter**” means a person you engage, under your general direction, as an independent contractor to conduct activities and excursions on your behalf.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

ENDORSEMENT – EXCLUSION JET SKI RENTAL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

EXCLUSION – This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of your rental of jet skis or any use of a jet ski by your customer.

THIS SECTION MUST BE COMPLETED WHEN THIS ENDORSEMENT IS ISSUED AFTER THE POLICY IS WRITTEN.

Signature of the Named Insured or Authorized Representative of the Named Insured

Printed Name of Named Insured or Authorized Representative of the Named Insured and Title

Date Signed

The person signing this endorsement as the Named Insured or Authorized Representative of the Named Insured represents she or he has legal authority to bind you and you waive any and all right you may have to repudiate this endorsement on the basis of a subsequent demotion or dismissal of the person signing this endorsement.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

ENDORSEMENT – MEMBER HUNTING AND FISHING LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE:

	Limit of Insurance:		How Limit Applies:
Member Hunting and Fishing Liability	\$	100,000	Per occurrence
Member Hunting and Fishing Liability Aggregate	\$	200,000	Annual aggregate

A. SECTION I – Coverage – Coverage A – Bodily Injury and Property Damage Liability, item 2, Exclusions, the following exclusions replace the exclusions with the same paragraph letters with respect to “member hunting and fishing liability”:

- b. Contractual Liability** – "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages the insured would have in the absence of the contract or agreement.
- c. Liquor Liability** – “Bodily injury” or “property damage” for which the insured is obligated to pay damages by reason of serving, selling, or giving of any alcoholic beverage to any person.
- g. Aircraft, “Auto” or Watercraft** – "Bodily injury" or "property damage" 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 “member”. Use includes operation and "loading or unloading". This exclusion applies even if the claims against any “member” allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that “member”, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any “member”. However, this exclusion does not apply to:
 - (1) A watercraft while ashore on premises the “member” owns or rents;
 - (2) A watercraft owned by, rented to, or used by, a “member”, which is:
 - (a) Less than twenty-six (26) feet long; and
 - (b) Powered by a motor rated at a maximum of twenty-five (25) horsepower or not powered by a motor; and
 - (c) Not being used to carry persons or property for a charge; and
 - (d) Is used within the scope of “member hunting and fishing liability”.
 - (3) Liability assumed under any "insured contract" for the ownership, maintenance, or use of watercraft.

B. SECTION I – Coverage – Coverage A – Bodily Injury and Property Damage Liability, item 2., Exclusions, the following additional exclusions are added with respect to “member hunting and fishing liability”:

- a. Tree Stand Liability** – “Bodily injury” and “property damage” arising out of use of safety harnesses or tree-stands or other elevated stands used in hunting. “Use” includes maintenance, set-up, take-down, loading and unloading of any these products;
- b. “Products-Completed Operations Hazard”** – “Bodily injury” and “property damage” included in the “products-completed operations hazard”.
- c. “Sexual Misconduct”, Sexual Abuse, or Molestation** – “Bodily injury” or “property damage” arising out of any “sexual misconduct”, sexual abuse, or molestation by any “member”.
- d. Occurrences Prior to Membership or After Membership Expires** – “Bodily injury” or “property damage” occurring prior to membership or after membership expires without being renewed.

ENDORSEMENT – MEMBER HUNTING AND FISHING LIABILITY

e. **Other “Member” Acts** – “Bodily injury” or “property damage” other than “member hunting and fishing liability”.

C. **SECTION I** – Coverage – Coverage B and Coverage C do not apply to “members”, with respect to “member hunting and fishing liability”.

D. **SECTION II** – Who is an Insured, is amended as follows:

4. Your "members" while hunting or fishing and only while following the code of conduct or rules and regulations of your organization with respect to hunting and fishing safety. However, none of these “members” are insureds for:

a. "Bodily injury":

(1) To you or other “members”;

(2) To the spouse, child, parent, brother or sister of that other “member” as a consequence of subparagraph (1) above;

(3) Arising out of his or her providing or failing to provide professional health care services.

b. “Property damage” to property:

(1) Owned, occupied, or used by,

(2) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, the “member”, or any of your other “members”.

E. **SECTION III** – Limits of Insurance, is amended by adding the following:

8. Subject to paragraph 2, above, the Member Hunting and Fishing Aggregate Limit of Insurance shown in the Schedule above is the most we will pay “bodily injury” or “property damage” in any one policy period.

9. Subject to paragraph 8, the Member Hunting and Fishing Each Occurrence Limit of Insurance is the most we will pay for “bodily injury” or “property damage” from any one “occurrence”.

F. **SECTION IV** – Commercial General Liability Conditions – Condition 4. Other Insurance, paragraph 4 b, is entirely deleted and replaced by the following:

b. **Excess Insurance:**

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent, or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.

(v) That is available to a member of your club for injury or damage which they cause while engaged in “member hunting and fishing liability”.

SECTION V – Definitions – The following definitions are added:

ENDORSEMENT – MEMBER HUNTING AND FISHING LIABILITY

1. **“Members”** means persons listed on the official roster of the club shown in the Declarations.
2. **“Member hunting and fishing liability”** means unguided recreational non-commercial non-competitive hunting and fishing activities.

“Member hunting and fishing liability” does not include

- a. Hunting or fishing activities in which a guide is involved in planning or conducting the activities;
- b. Outdoor activities in which none of the participants engage in hunting or fishing;
- c. Commercial hunting or fishing;
- d. Competitions featuring hunting and / or fishing activities;
- e. Construction, installation, removal of a blind including the existence hazard of a blind left in place after use of it has ceased whether for a season or not;
- f. The use of, or furnishing to others of, fireworks or explosives. As used herein the meaning of explosives does not include the explosive charge contained in a round of ammunition.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

ENDORSEMENT – EXCLUSION – UNDERGROUND RESOURCES AND EQUIPMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

LANDOWNERS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE:

Description of Operations:

Gasoline Recovery – From casing head or natural gas
Oil or Gas Lease Operations – Natural gas
Oil or Gas Lease Operations – Natural gas – Within the limits of any town or city, on the right-of-way of any railroad, or in any ocean, gulf, or bay
Oil or Gas Wells – cleaning or swabbing by contractors
Oil or Gas Wells – cleaning or swabbing by contractors – Within the limits of any town or city, on the right-of-way of any railroad, or in any ocean, gulf, or bay
Oil or Gas Wells – drilling or redrilling, installation or recovery of casing
Oil or Gas Wells – drilling or redrilling, installation or recovery of casing – Within the limits of any town or city, on the right-of-way of any railroad, or in any ocean, gulf, or bay
Oil or Gas Wells – non-operating working interest
Oil or Gas Wells – servicing – by contractors
Oil or Gas Wells – shooting
Mining Underground or Strip Mining
Mining Underground or Strip Mining – Within the limits of any town or city, on the right-of-way of any railroad or in any ocean, gulf, or bay

With respect to operations shown in the Schedule above:

A. SECTION I – Coverages – Bodily Injury and Property Damage Liability the following exclusions are added:

This insurance does not apply to:

1. “Bodily injury” or “property damage” included within the “underground resources and equipment hazard”; or
2. The cost of reducing any property included within the “underground resources and equipment hazard” to physical possession above the surface of the earth or of any body of water, or to the expense incurred or rendered necessary to prevent or minimize “property damage” to other property resulting from acts or omissions causing “property damage” included within the “underground resources and equipment hazard”.

B. SECTION V – Definitions the following definition is added:

“**Underground resources and equipment hazard**” includes “bodily injury” and “property damage” arising out of any of the following:

- a. Oil, gas, water, ore, or other mineral substances which have not been reduced to physical possession above the surface of the earth or above the surface of any body of water;
- b. Any well, hole, formation, mine shaft, strip mine, strata, or area in or through which exploration for or production of any substance is carried on;
- c. Any casing, pipe, bit, tool, pump, compressor, conveyor, roof support, overburden cutter, feeders, locomotives, loaders, scoops, forklifts, power centers, shuttle cars, bolting machines, continuous miners, longwall systems, feeder breakers, continuous haulers, battery haulers, or other drilling, mine servicing, or well servicing machinery or equipment located beneath the surface of the earth in any well, mine, or hole or beneath the surface of any body of water; and
- d. Any “bodily injury” arising out of any of the operations described in the Schedule above.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

ENDORSEMENT – PERSONAL INJURY LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

LANDOWNERS PROTECTIVE LIABILITY COVERAGE PART

A. SECTION I – Coverages – Is amended by adding the following coverage:

PERSONAL INJURY LIABILITY:

1. Insuring Agreement:

a. We will pay those sums the insured becomes legally obligated to pay as damages because of “personal injury” to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages for “personal injury” to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” or offense and settle any claim or “suit” that may result. However:

(1) The amount we will pay for damages is limited as described in Limits of Insurance (Section III); and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this coverage.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS.

b. This insurance applies to “personal injury” caused by an offense which arises out of operations of the “lessee”, specified in the Declarations, but only if the offense was committed during the policy period.

2. Exclusions – This insurance does not apply to “personal injury”:

a. If done by or at the direction of the insured with knowledge of its falsity;

b. Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured; or

c. For which the insured has assumed liability in a 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.

B. SECTION III – Limits of Insurance – Paragraphs 1, and 2, are entirely deleted and replaced by the following:

1. The Aggregate Limit is the most we will pay for the sum of damages because of all “bodily injury”, “property damage” and “personal injury”.

2. Subject to paragraph 2, above, the Each Occurrence Limit is the most we will pay for the sum of damages because of all “bodily injury” and “property damage” arising out of any one “occurrence” and all “personal injury” sustained by any one person or organization.

C. SECTION IV – Conditions – Condition 4, Duties in the Event of Occurrence, Claim, or Suit is entirely deleted and replaced by the following:

4. Duties in the Event of “Occurrence”, Offense, Claim, or “Suit”:

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

(1) How, when and where the “occurrence” or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the “occurrence” or offense.

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

ENDORSEMENT – PERSONAL INJURY LIABILITY

- (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 or settlement of the claim or defense against the “suit”; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which the insurance may also apply.

d. No insured will, except at the insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our prior written consent.

D. SECTION V – Definitions – The definition of “suit” is entirely deleted and replaced by the following:

9. “Suit” means a civil proceeding, brought in the United States of America (including its territories and possessions), Puerto Rico, or Canada, in which damages because of “bodily injury”, “property damage” or “personal injury” to which this insurance applies are alleged. “Suit” includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

E. SECTION V – Definitions – The following definition is added:

“Personal injury” means injury, other than “bodily injury”, arising out of the offenses of false arrest, detention, or imprisonment.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

ENDORSEMENT – PESTICIDE OR HERBICIDE APPLICATOR COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

LANDOWNERS PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE:

Description of Operations:

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

SECTION I – Coverage – Bodily Injury and Property Damage Liability – Item 2, Exclusions – Exclusion I, Pollution, With respect to the operations shown in the Schedule above, paragraph (1)(d) does not apply if:

1. The operations are conducted on the property you lease or rent to the “lessee”; and
2. The operations meet all standards of any statute, ordinance, regulation, or license requirement of any federal, state, or local government having application to those operations.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

ENDORSEMENT – EXCLUSION “FUNGI” OR BACTERIA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

LANDOWNERS PROTECTIVE LIABILITY COVERAGE PART

A. SECTION I – Coverages – Bodily Injury and Property Damage Liability Paragraph 2, Exclusions – The following exclusion is added:

2. Exclusions – This insurance does not apply to:

“Fungi” or Bacteria:

- a. “Bodily injury” or “property damage” which would not have occurred, in whole or in part, but for the actual, alleged, or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any “fungi” or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material, or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost, or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of or in any way responding to or assessing the effects of, “fungi” or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any “fungi” or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. SECTION V – Definitions – The following definition is added:

“Fungi” means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents, or byproducts produced or released by fungi.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

ENDORSEMENT – EXCLUSION SILICA OR SILICA-RELATED DUST

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

LANDOWNERS PROTECTIVE LIABILITY COVERAGE PART

A. SECTION I – Coverages – Coverage A – Bodily Injury and Property Damage Liability – Item 2, Exclusions –
The following exclusion is added:

2. Exclusions – This insurance does not apply to:

Silica or Silica-Related Dust:

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

B. SECTION V – Definitions – The following definitions are added:

1. “**Silica**” means silicon dioxide (occurring in crystalline, amorphous, and impure forms), silica particles, silica dust, or silica compounds.
2. “**Silica-related dust**” means a mixture or combination of silica and other dust or particles.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

ENDORSEMENT – EXCLUDING ASBESTOS AND LEAD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

LANDOWNERS PROTECTIVE LIABILITY COVERAGE PART

SECTION I – Coverage – Item 2, Exclusions – The following exclusion is added:

EXCLUSION – Asbestos and Lead – This insurance does not apply to “bodily injury”, “property damage”, or “personal injury” arising out of or in any way directly or indirectly relating to:

- A.** The use of asbestos or lead in constructing or manufacturing any good, product, or structure; and
- B.** The manufacture, mining, processing, installation, handling, testing, ownership, sale, resale, abatement, removal, transportation, storage, or disposal of asbestos or lead:
 - 1. Fiber or fume;
 - 2. Dust;
 - 3. Structures;
 - 4. Goods; or
 - 5. Products; including any:
 - a. Products containing asbestos or lead; or
 - b. Material containing asbestos or lead; and
- C.** Exposure to, inhalation of, ingestion of, consumption of, or absorption of asbestos or lead:
 - 1. Fiber or fume;
 - 2. Dust;
 - 3. Structures;
 - 4. Goods; or
 - 5. Products; including any:
 - a. Products containing asbestos or lead; or
 - b. Material containing asbestos or lead; and
- D.** Any error or omission in supervision, instructions, recommendations, notices, warnings, advice given, or that should have been given in connection with asbestos or lead:
 - 1. Fiber or fume;
 - 2. Dust;
 - 3. Structures;
 - 4. Goods; or
 - 5. Products; including any:
 - a. Products containing asbestos or lead; or
 - b. Material containing asbestos or lead; and
- E.** Any device or product that is designed or used to protect any person or entity from exposure to, inhalation of, or ingestion of, or for containment processes, containment procedures, or protective measures designed to

ENDORSEMENT – EXCLUDING ASBESTOS AND LEAD

protect persons or property from the harmful effects of asbestos or lead:

1. Fiber or fume;
 2. Dust;
 3. Structures;
 4. Goods; or
 5. Products; including any:
 - a. Products containing asbestos or lead; or
 - b. Material containing asbestos or lead.
- F.** Any loss, cost, or expense awarded or incurred that arises directly or indirectly out of any:
1. Claim or “suit” alleging any injury or damage from asbestos or lead;
 2. Request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of asbestos or lead;
 3. Claim, “suit”, notice, or order by or on behalf of any governmental authority or regulatory authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of asbestos or lead; or
 4. Liability for or from any site or location that has the primary purpose to handle, process, treat, store, dispose, dump, or contain asbestos or lead in any form.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

ENDORSEMENT – NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

LANDOWNERS PROTECTIVE LIABILITY COVERAGE PART

A. This insurance does not apply:

1. Under any Liability Coverage, to “bodily injury” or “property damage”:
 - a. With respect to which an “insured” under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - b. Resulting from the “hazardous properties” of “nuclear material” and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the “insured” is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Under any Medical Payments coverage, to expenses incurred with respect to “bodily injury” resulting from the “hazardous properties” of “nuclear material” and arising out of the operation of a “nuclear facility” by any person or organization.
3. Under any Liability Coverage, to “bodily injury” or “property damage” resulting from “hazardous properties” of “nuclear material”, if:
 - a. The “nuclear material”:
 - (1) Is at any “nuclear facility” owned by, or operated by or on behalf of, an “insured” or
 - (2) Has been discharged or dispersed therefrom;
 - b. The “nuclear material” is contained in “spent fuel” or “waste” at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an “insured”; or
 - c. The “bodily injury” or “property damage” arises out of the furnishing by an “insured” of services, materials, parts, or equipment in connection with the planning, construction, maintenance, operation, or use of any “nuclear facility”, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion c, applies only to “property damage” to such “nuclear facility” and any property thereat.

B. As used in this endorsement:

“Hazardous properties” includes radioactive, toxic or explosive properties.

“Nuclear material” means “source material”, “special nuclear material” or “by-product material”.

“Source material”, “special nuclear material”, and “by-product material” have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

“Spent fuel” means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a “nuclear reactor”.

“Waste” means any waste material:

- a. Containing “by-product material” other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its “source material” content; and

ENDORSEMENT – NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)

- b.** Resulting from the operation by any person or organization of any “nuclear facility” included under the first two paragraphs of the definition of “nuclear facility”.

“Nuclear facility” means:

- a.** Any “nuclear reactor”;
- b.** Any equipment or device designed or used for:
 - (1)** Separating the isotopes of uranium or plutonium;
 - (2)** Processing or utilizing “spent fuel”; or
 - (3)** Handling, processing or packaging “waste”;
- c.** Any equipment or device used for the processing, fabricating, or alloying of “special nuclear material” if at any time the total amount of such material in the custody of the “insured” at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- d.** Any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of “waste”;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

“Nuclear reactor” means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

“Property damage” includes all forms of radioactive contamination of property.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.



PRODUCER:

A Berkley Company

Domicile Office: Corporation Trust Center, 1209 Orange Street, Wilmington DE 19801
 Main Administrative Office: 475 Steamboat Road, Greenwich, CT 06830
 Underwriting Office: 215 Shuman Boulevard, Suite 200, Naperville, IL 60563-8495 Telephone: (800) 343-0592

COMMERCIAL GENERAL LIABILITY COVERAGE FORM DECLARATIONS

The Commercial General Liability Coverage Part consists of this Declarations Form and the Commercial General Liability Coverage Form and Endorsements.

NAMED INSURED: _____
 MAILING ADDRESS: _____
 POLICY PERIOD: FROM _____ TO _____
 AT 12:01 A.M. TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

LIMITS OF INSURANCE		
EACH OCCURRENCE LIMIT	\$	_____
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$	_____ Any one premises
MEDICAL EXPENSE LIMIT	\$	_____ Any one person
PERSONAL & ADVERTISING INJURY LIMIT	\$	_____ Any one person or organization
GENERAL AGGREGATE LIMIT	\$	_____
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$	_____

RETROACTIVE DATE (CG 00 02 ONLY)

THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.

RETROACTIVE DATE: _____
 (ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

DESCRIPTION OF BUSINESS

FORM OF BUSINESS:

INDIVIDUAL PARTNERSHIP JOINT VENTURE TRUST

LIMITED LIABILITY COMPANY ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)

BUSINESS DESCRIPTION: _____



PRODUCER:

A Berkley Insurance Company
 Domicile Office: Corporation Trust Center, 1209 Orange Street, Wilmington DE 19801
 Main Administrative Office: 475 Steamboat Road, Greenwich, CT 06830
 Underwriting Office: 215 Shuman Boulevard, Suite 200, Naperville, IL 60563-8495 Telephone: (800) 343-0592

COMMERCIAL GENERAL LIABILITY POLICY DECLARATIONS

POLICY NUMBER: _____ PRIOR POLICY NUMBER: _____

NAMED INSURED:
 MAILING ADDRESS:

POLICY PERIOD: FROM: _____ TO: _____
 At 12:01 A.M. at your mailing address shown above

IN RETURN FOR THE PAYMENT OF THE PREMIUM AND SUBJECT TO ALL THE TERMS OF THIS POLICY WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE		
EACH OCCURRENCE LIMIT	\$	
DAMAGE TO PREMISES		
RENTED TO YOU LIMIT	\$	Any one premises
MEDICAL EXPENSE LIMIT	\$	Any one person
PERSONAL & ADVERTISING INJURY LIMIT		Any one person or organization
GENERAL AGGREGATE LIMIT	\$	
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$	
DESCRIPTION OF BUSINESS		
FORM OF BUSINESS:		
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> JOINT VENTURE
<input type="checkbox"/> LIMITED LIABILITY COMPANY	<input type="checkbox"/> TRUST	
<input type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE, LIMITED LIABILITY COMPANY, OR TRUST)		
BUSINESS DESCRIPTION:		
ALL PREMISES YOU OWN, RENT, OR OCCUPY		
LOCATION NUMBER	ADDRESS OF ALL PREMISES YOU OWN, RENT, OR OCCUPY	
PREMIUM (Subject to Audit)		
	PREMIUM (SEE CLASSIFICATIONS BELOW)	\$
	TERRORISM CHARGE (IF APPLICABLE)	\$
	TOTAL	\$
PREMIUM SHOWN IS PAYABLE	AT INCEPTION	\$
	AT EACH ANNIVERSARY	\$
(IF POLICY PERIOD IS MORE THAN ONE YEAR AND PREMIUM IS PAID IN ANNUAL INSTALLMENTS)		



PRODUCER:

A Berkley Company

Domicile Office: Corporation Trust Center, 1209 Orange Street, Wilmington DE 19801
 Main Administrative Office: 475 Steamboat Road, Greenwich, CT 06830
 Underwriting Office: 215 Shuman Boulevard, Suite 200, Naperville, IL 60563-8495 Telephone: (800) 343-0592

LANDOWNERS PROTECTIVE LIABILITY POLICY DECLARATIONS

POLICY NUMBER:	PRIOR POLICY NUMBER:
NAMED INSURED:	_____
MAILING ADDRESS:	_____ _____ _____
POLICY PERIOD:	FROM: _____ TO: _____
	AT 12:01 A.M. TIME AT YOUR MAILING ADDRESS SHOWN ABOVE
"LESSEE(S)"	_____ _____ _____ _____ _____
MAILING ADDRESS(ES):	_____ _____ _____

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE	
EACH OCCURRENCE LIMIT	\$ _____
AGGREGATE LIMIT	\$ _____

DESCRIPTION OF BUSINESS

FORM OF BUSINESS:

- INDIVIDUAL PARTNERSHIP JOINT VENTURE TRUST
 LIMITED LIABILITY COMPANY ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE, OR LIMITED LIABILITY COMPANY)

CLASSIFICATION AND PREMIUM				
CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE PER 1,000 OF COST	ADVANCE PREMIUM
		\$	\$	\$
			TERRORISM PREMIUM (if applicable)	\$ _____
			STATE TAX OR OTHER (if applicable)	\$ _____
			RECOUPMENTS (if applicable)	\$ _____
			SURCHARGES (if applicable)	\$ _____
			TOTAL PREMIUM (SUBJECT TO AUDIT)	\$ _____
PREMIUM SHOWN IS PAYABLE:			TOTAL DUE AT INCEPTION	\$
AUDIT PERIOD (IF APPLICABLE)	<input type="checkbox"/> ANNUALLY	<input type="checkbox"/> SEMI-ANNUALLY	<input type="checkbox"/> QUARTERLY	<input type="checkbox"/> MONTHLY

ENDORSEMENTS	
Forms and Endorsements Attached to This Policy as of Inception:	
Form or Endorsement Number and Edition	Description of Form or Endorsement
CG 70 05 07 08	Landowners Protective Liability Coverage Form
IL 75 55 08 09	Nuclear Energy Exclusion (Broad Form)

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Producer Signature:	By:
(Date)	(Countersignature where required only)

IN WITNESS WHEREOF, StarNet Insurance Company designated herein has executed and attested these presents.

Secretary

President

ENDORSEMENT – HIRED AND NONOWNED AUTO LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE LIMITS OF INSURANCE FOR THIS ENDORSEMENT ARE A PART OF AND NOT IN ADDITION TO THE GENERAL AGGREGATE LIMIT OF INSURANCE AND THE EACH OCCURRENCE LIMIT OF INSURANCE.

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE:

Insurance is provided only with respect to those coverages for which a limit of insurance is shown:

Coverage:	Limit of Insurance:
"Hired Auto" Liability	\$
"Non-Owned Auto" Liability	\$

(If no entry appears above information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. SECTION I – COVERAGES – COVERAGE A – Bodily Injury and Property Damage Liability** – This Coverage **"Hired Auto" Liability** is added – Coverage A also applies to "bodily injury" and "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.
- B. SECTION I – COVERAGES – COVERAGE A – Bodily Injury and Property Damage Liability** – This Coverage **"Non-owned Auto" Liability** is added – Coverage A also applies to "bodily injury" and "property damage" arising out of the use of a "non-owned auto" by any person other than you in the course of your business.
- C. SECTION I – COVERAGES – COVERAGE A – Bodily Injury and Property Damage Liability** – Item 2., Exclusions – The following exclusions do not apply to the additional coverage provided by this endorsement – Paragraphs b., Contractual Liability; c., Liquor Liability; e., Employer's Liability; g., Aircraft, "Auto", or Watercraft; j., Damage to Property; k., Damage to Your Product; l., Damage to Your Work., m., Damage to Impaired Property or Property not Physically Injured; and n., Recall of Products, Work, or Impaired Property.
- D.** In addition to the remaining exclusions of the Coverage Part the following additional exclusions apply to this endorsement:

This insurance does not apply to:

- a. Contractual Liability** – "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
- (1) That the insured would have in the absence of the contract or agreement; or
 - (2) Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.
- b. Employers Liability** – "Bodily injury" to:
- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business;
 - (2) The spouse, child, parent, brother, or sister of that "employee" as a consequence of paragraph (1) above; or
 - (3) "Independent contractor guide or outfitter".

ENDORSEMENT – HIRED AND NONOWNED AUTO LIABILITY

This exclusion applies:

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

This exclusion does not apply to:

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

c. “Property damage” to:

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

E. SECTION II – WHO IS AN INSURED – With respect to this endorsement this Section is entirely deleted and replaced by the following:

Each of the following is an insured under this insurance to the extent described below:

1. You.
2. Any other person using a “hired auto” with your permission
3. With respect to a “non-owned auto” your partner, your member, your “executive officer”, or your trustee but only while such “non-owned auto” is being used in your business.
4. “Independent contractor guide or outfitter” is an insured but only while acting under your general direction as an independent contractor.
5. Any other person or organization but only with respect to their liability because of acts or omissions of an insured described in paragraphs 1, 2, 3, or 4, above.

None of the following is an insured:

1. Any person engaged in the business of his or her employer, including “independent contractor guide or outfitter” with respect to “bodily injury” to any co-employee or any other “independent contractor guide or outfitter” of such person injured in the course being an independent contractor or during the course of employment;
2. Any partner, member, “executive officer”, “independent contractor guide or outfitter”, or trustee with respect to any “auto” owned by such partner, member, “executive officer”, “independent contractor guide or outfitter”, or trustee or a member of his or her household;
3. Any person while employed in or otherwise engaged in performing duties related to the conduct of an “auto business” other than an “auto business” you operate;
4. The owner or lessee, of whom you are a sub-lessee, of a “hired auto” or the owner of a “non-owned auto” or any agent or “employee” of any such owner or lessee;
5. Any person or organization with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.

F. SECTION III – LIMITS OF INSURANCE – The Limits of Insurance shown in the Schedule for the Additional Coverage afforded by this endorsement are a part of and not in addition to the General Aggregate Limit of Insurance shown in the Declarations. The Limits of Insurance shown in the Schedule for the Additional Coverage afforded by this endorsement are a part of and not in addition to the Each Occurrence Limit of Insurance shown in the Declarations.

ENDORSEMENT – HIRED AND NONOWNED AUTO LIABILITY

G. SECTION V – DEFINITIONS – With respect to this endorsement this Section is amended by adding to definition 9., “insured contract” the following:

- g.** That part of any contract or agreement entered into as a part of your business pertaining to the rental or lease by you or any of your “employees” of any “auto”. However, such contract or agreement shall not be considered an “insured contract” to the extent that it obligates you or any of your “employees” to pay for “property damage” to any “auto” rented or leased by you or any of your “employees”.

H. SECTION V – DEFINITIONS – With respect to this endorsement the following definitions are added to this Section:

- 1. “Auto business”** means the business or occupation of selling, repairing, serving, storing, or parking “autos”.
- 2. “Hired auto”** means any “auto” you lease, hire, rent, or borrow. This does not include any “auto” you lease, hire, rent, or borrow from any of your “employees”, partners, members, or your “executive officers”, or members of their households.
- 3. “Independent contractor guide or outfitter”** means a person contracted by you as an independent contractor to conduct activities and excursions on your behalf within the scope of your business.
- 4. “Non-owned auto”** means any “auto” you do not own, lease, hire, rent, or borrow that is used in connection with your business. This includes “autos” owned by your “employees”, your partners, your members, or your “executive officers” or members of their households but only while used in your business or your personal affairs.

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.

SERFF Tracking Number: *BEUW-125791573* *State:* *Arkansas*
Filing Company: *StarNet Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *AR-OSP-GL-FM-2008-01*
TOI: *17.2 Other Liability - Occurrence Only* *Sub-TOI:* *17.2001 Commercial General Liability*
Product Name: *Outdoor Specialty Program*
Project Name/Number: *Outdoor Specialty Program - Initial Filing/AR-OSP-GL-FM-2008-01*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: BEUW-125791573 State: Arkansas
Filing Company: StarNet Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: AR-OSP-GL-FM-2008-01
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability
Product Name: Outdoor Specialty Program
Project Name/Number: Outdoor Specialty Program - Initial Filing/AR-OSP-GL-FM-2008-01

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty

Review Status: Approved 09/30/2008

Comments:

Attachments:

AR P&C Transmittal Document.pdf
AR Form Filing Schedule.pdf

Property & Casualty Transmittal Document

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

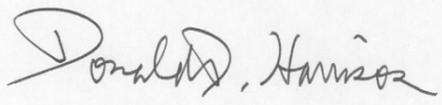
3. Group Name	Group NAIC #
W.R.Berkley Corporation	098

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
StarNet Insurance Company	DE	40045	22-3590451	31778

5. Company Tracking Number	AR-OSP-GL-FM-2008-01
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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
	Donald Harrison 215 Shuman Blvd., Suite 200 Naperville, IL 60563	Manager of Regulatory Filing and Support	630.210.0351 800.343.0592	630.210.0377	dharrison@bupllc.com

7. Signature of authorized filer	
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8. Please print name of authorized filer	Donald Harrison
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Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	17.2 Other Liability - Occurrence Only
10. Sub-Type of Insurance (Sub-TOI)	17.2001 Commercial General Liability
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Outdoor Specialty Program
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: On approval Renewal: n/a – New Program
15. Reference Filing?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	ISO
17. Reference Organization # & Title	Varied for implementation of full line on new Program
18. Company's Date of Filing	8-29-08
19. Status of filing in domicile	<input checked="" 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 #	AR-OSP-GL-FM-2008-01
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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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StarNet Insurance Company is introducing a new Program which will provide coverage for exposures associated with Guide and Outfitter operations. In addition to Guide and Outfitters, this Program will also cover Rod and Gun Clubs, Target Ranges, Hunting Preserves, and other associated exposures.

The forms consist of company developed declaration pages to be used in conjunction with the Insurance Services Office (ISO) forms portfolio. We are hereby adopting by reference, all ISO policy forms, endorsements and related forms currently approved for use in your state for this line of business that have been filed by ISO. Additionally, the company developed declaration pages are being submitted as a part of this filing package for your review and approval along with any company-specific, proprietary endorsements.

This is a program-specific filing (“Outdoor Specialty Program”) based on the material being adopted and submitted at this time. We will not be automatically adopting future ISO filings of forms and therefore, we will ask ISO to add this Program to their “exception report” effective with your approval of this filing to override filing authorization in the future.

We respectfully request an effective upon your approval. Under the filing laws of your state for this line of business, it has been determined that the rate/rule portion of the filing is a desk filing and will be handled as such with an even effective date to match your acknowledgement/approval of this submission.

Please note that this filing is mutually exclusive to all other Programs filed and approved on behalf of StarNet Insurance Company. All other filed and approved Programs for StarNet Insurance Company remain of file without change.

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

Check #: n/a - EFT
Amount: \$50.00

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

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

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1. This filing transmittal is part of Company Tracking # AR-OSP-GL-FM-2008-01

2. This filing corresponds to rate/rule filing number AR-OSP-GL-RARU-2008-01 (desk)
 (Company tracking number of rate/rule filing, if applicable)

3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	LANDOWNERS PROTECTIVE LIABILITY COVERAGE FORM	CG 70 05 07 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	ENDORSEMENT – EXCLUDING ASBESTOS	CG 75 08 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	ENDORSEMENT – EXCLUDING ASBESTOS AND LEAD	CG 75 64 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	ENDORSEMENT – OUTFITTERS AND GUIDES	CG 77 07 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	ENDORSEMENT – CANINE CARE, CUSTODY, CONTROL COVERAGE	CG 77 10 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	ENDORSEMENT – BOAT RENTERS COVERAGE	CG 77 11 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	ENDORSEMENT – EXCLUSION RELOADED AND HANDLOADED AMMUNITION	CG 77 12 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	ENDORSEMENT – ADDITIONAL INSURED HUNTING, ROD, AND GUN CLUBS	CG 77 13 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	ENDORSEMENT – EXCLUSION JET SKI RENTAL	CG 77 14 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	ENDORSEMENT – MEMBER HUNTING AND FISHING LIABILITY	CG 77 15 06 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	ENDORSEMENT – EXCLUSION – UNDERGROUND RESOURCES AND EQUIPMENT	CG 77 25 09 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	ENDORSEMENT – PERSONAL INJURY LIABILITY	CG 77 26 09 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	ENDORSEMENT – PESTICIDE OR HERBICIDE APPLICATOR COVERAGE	CG 77 27 09 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

14	ENDORSEMENT – EXCLUSION “FUNGI” OR BACTERIA	CG 77 28 09 08	[X] New [] Replacement [] Withdrawn		
15	ENDORSEMENT – EXCLUSION SILICA OR SILICA-RELATED DUST	CG 77 29 09 08	[X] New [] Replacement [] Withdrawn		
16	ENDORSEMENT – EXCLUDING ASBESTOS AND LEAD	CG 77 30 09 08	[X] New [] Replacement [] Withdrawn		
17	ENDORSEMENT – NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)	IL 75 55 09 08	[X] New [] Replacement [] Withdrawn		
18	COMMERCIAL GENERAL LIABILITY COVERAGE FORM DECLARATIONS	CG DS 77 00 06 08	[X] New [] Replacement [] Withdrawn		
19	COMMERCIAL GENERAL LIABILITY POLICY DECLARATIONS	CG DS 77 05 06 08	[X] New [] Replacement [] Withdrawn		
20	LANDOWNERS PROTECTIVE LIABILITY POLICY DECLARATIONS	CG DS 77 14 07 08	[X] New [] Replacement [] Withdrawn		
21	ENDORSEMENT – HIRED AND NONOWNED AUTO LIABILITY	GC 75 50 06 08	[X] New [] Replacement [] Withdrawn		

PC FFS-1

SERFF Tracking Number: *BEUW-125791573* *State:* *Arkansas*
Filing Company: *StarNet Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *AR-OSP-GL-FM-2008-01*
TOI: *17.2 Other Liability - Occurrence Only* *Sub-TOI:* *17.2001 Commercial General Liability*
Product Name: *Outdoor Specialty Program*
Project Name/Number: *Outdoor Specialty Program - Initial Filing/AR-OSP-GL-FM-2008-01*

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	ENDORSEMENT – HIRED AND NONOWNED AUTO LIABILITY	08/29/2008	CG 75 50 06 08 Endorsement - Hired and Nonowned Auto Liability.pdf

ENDORSEMENT – HIRED AND NONOWNED AUTO LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

“DEFENSE EXPENSES” ARE INCLUDED WITHIN AND REDUCE THE LIMITS OF INSURANCE. THE LIMITS OF INSURANCE FOR THIS ENDORSEMENT ARE A PART OF AND NOT IN ADDITION TO THE GENERAL AGGREGATE LIMIT OF INSURANCE AND THE EACH OCCURRENCE LIMIT OF INSURANCE.

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE:

Insurance is provided only with respect to those coverages for which a limit of insurance is shown:

Coverage:	Limit of Insurance:
“Hired Auto” Liability	\$
“Non-Owned Auto” Liability	\$

(If no entry appears above information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. SECTION I – COVERAGES – COVERAGE A – Bodily Injury and Property Damage Liability** – This Coverage **“Hired Auto” Liability** is added – Coverage A also applies to “bodily injury” and “property damage” arising out of the maintenance or use of a “hired auto” by you or your “employees” in the course of your business.
- B. SECTION I – COVERAGES – COVERAGE A – Bodily Injury and Property Damage Liability** – This Coverage **“Non-owned Auto” Liability** is added – Coverage A also applies to “bodily injury” and “property damage” arising out of the use of a “non-owned auto” by any person other than you in the course of your business.
- C. SECTION I – COVERAGES – COVERAGE A – Bodily Injury and Property Damage Liability** – Item 2., Exclusions – The following exclusions do not apply to the additional coverage provided by this endorsement – Paragraphs b., Contractual Liability; c., Liquor Liability; e., Employer’s Liability; g., Aircraft, “Auto”, or Watercraft; j., Damage to Property; k., Damage to Your Product; l., Damage to Your Work., m., Damage to Impaired Property or Property not Physically Injured; and n., Recall of Products, Work, or Impaired Property.
- D.** In addition to the remaining exclusions of the Coverage Part the following additional exclusions apply to this endorsement:

This insurance does not apply to:

- a. Contractual Liability** – “Bodily injury” or “property damage” for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
- (1) That the insured would have in the absence of the contract or agreement; or
 - (2) Assumed in a contract or agreement that is an “insured contract” provided the “bodily injury” or “property damage” occurs subsequent to the execution of the contract or agreement.
- b. Employers Liability** – “Bodily injury” to:
- (1) An “employee” of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured’s business; or
 - (2) The spouse, child, parent, brother, or sister of that “employee” as a consequence of paragraph (1) above.

This exclusion applies:

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

This exclusion does not apply to:

- (1) Liability assumed by the insured under an “insured contract” or
 - (2) “Bodily injury” to domestic “employees” not entitled to workers’ compensation benefits.
- c. “Property damage” to:
- (1) Property owned or being transported by or rented or loaned to the insured; or
 - (2) Property in the care, custody, or control of the insured.

E. SECTION II – WHO IS AN INSURED – With respect to this endorsement this Section is entirely deleted and replaced by the following:

Each of the following is an insured under this insurance to the extent described below:

1. You.
2. Any other person using a “hired auto” with your permission
3. With respect to a “non-owned auto” your partner, your member, your “executive officer”, or your trustee but only while such “non-owned auto” is being used in your business.
4. Any other person or organization but only with respect to their liability because of acts or omissions of an insured described in paragraphs 1., 2., or 3., above.

None of the following is an insured:

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

F. SECTION III – LIMITS OF INSURANCE – The Limits of Insurance shown in the Schedule for the Additional Coverage afforded by this endorsement are a part of and not in addition to the General Aggregate Limit of Insurance shown in the Declarations. The Limits of Insurance shown in the Schedule for the Additional Coverage afforded by this endorsement are a part of and not in addition to the Each Occurrence Limit of Insurance shown in the Declarations.

G. SECTION V – DEFINITIONS – With respect to this endorsement this Section is amended by adding to definition 9., “insured contract” the following:

- g. That part of any contract or agreement entered into as a part of your business pertaining to the rental or lease by you or any of your “employees” of any “auto”. However, such contract or agreement shall not be considered an “insured contract” to the extent that it obligates you or any of your “employees” to pay for “property damage” to any “auto” rented or leased by you or any of your “employees”.

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H. **SECTION V – DEFINITIONS** – With respect to this endorsement the following definitions are added to this Section:

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

THIS ENDORSEMENT MUST BE ATTACHED TO A CHANGE ENDORSEMENT WHEN ISSUED AFTER THE POLICY IS WRITTEN.