

# **GOLF COURSE PAK**

### WHAT WE COVER

In addition to any property or liability coverage otherwise provided by *your* policy, *we* provide the coverages shown in this policy form. These coverages are subject to the *terms* contained in the General Policy Provisions, the Causes of Loss form(s) and, if applicable, the General Liability Coverage form of *your* policy. In the event of a conflict between the provisions contained elsewhere in *your* policy and this endorsement, the provisions of this endorsement will prevail.

Unless otherwise stated in this policy form, the coverages provided in this policy form are additional insurance.

The amount **we** pay for any one covered property loss will not exceed the amount of insurance specified for that loss by this policy form, unless otherwise stated in the Declarations of **your** policy. The amount **we** pay for any one covered liability loss will not exceed the limit of liability specified for that loss by this policy form, unless otherwise stated in the Declarations of **your** policy.

Unless otherwise stated in this policy form, a \$500 deductible applies to the property coverages contained in this policy form. If more than one deductible contained in *your* policy is applicable to the loss, then the highest of any applicable deductible will prevail.

The following property coverages apply to this policy form:

- A. Additional Expense
- B. Additional Golf Course Property
- C. Debris Removal
- D. Exterior Signs
- E. Golf Carts Owned By Members/Others

- F. Loss Of Income
- G. Personal Property Of Others
- H. Tees, Fairways And Greens
- I. While Away From The Insured Premises

The following liability coverage applies to this policy form:

A. Medical Payments

## **DEFINITIONS**

The following definitions apply to this policy form:

- 1. Additional expense means expenses you incur during the period of restoration in order to minimize or avoid a partial or full cessation of your business that are necessary to continue your operations, either at the insured premises or at a temporary location, including expenses to relocate and equip the temporary premises.
- 2. Loss of income means the income your business could reasonably be expected to have earned during the period of restoration if no covered property loss had occurred less any income your business actually earned. Loss of income does not include charges and expenses which do not necessarily continue during the time of interruption. Coverage also applies to expenses you incur to reduce loss of income, however, only to the extent that they actually reduce your loss of income.
- 3. *Medical expense* means expenses for reasonable and necessary medical, surgical, x-ray, ambulance, hospital, prescriptions, professional nursing, funeral costs, prosthetic devices, dental, eyeglasses, contact lenses, and first aid at the time of an accident.
- 4. Period of restoration:
  - a. Means the time period that commences:
    - 1) For *Loss Of Income* coverage, 72 hours from the time when accidental direct physical loss or damage to covered property results from a covered cause of loss at the *insured premises*; or

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- 2) For *Additional Expense* coverage, immediately at the time when accidental direct physical loss or damage to covered property results from a covered cause of loss at the *insured premises*.
- b. Ends at the earliest of:
  - 1) For *Loss Of Income* coverage:
    - a) The date when the loss or damage at the *insured premises* should be repaired, rebuilt or replaced with reasonable speed with like kind and quality materials; or
    - b) The date when *business* is resumed at a new permanent location.
  - 2) For Additional Expense coverage:
    - a) The date when the loss or damage at the *insured premises* should be repaired, rebuilt or replaced with reasonable speed with like kind and quality materials; or
    - b) The date when *business* is resumed at a new permanent location.
- c. Does not include the increased time necessary due to any ordinance or law being enforced.

### PROPERTY COVERAGES

## A. ADDITIONAL EXPENSE

#### 1. WHAT WE PAY FOR

We pay up to \$1,000 per occurrence for necessary additional expense during the period of restoration, which you incur to continue your business as usual had no accidental direct physical loss or damage occurred to property at the insured premises. The loss or damage must result from a covered cause of loss.

**You** must do everything reasonable to reduce the amount of loss. **You** must do everything reasonable to resume operations with the same quality of service which existed immediately before the loss; and **you** must resume partial or complete operation of the property making use of merchandise, **stock** or other property at **your** other locations.

### 2. WHAT WE DO NOT PAY FOR

**We** do not pay for:

- a. Expenses covered under the *Loss Of Income* coverage of this policy;
- b. Additional expense resulting from the enforcement of ordinance or law or as a result of civil authority;
- c. *Additional expense* due to interference by strikers or other people with the restoration or replacement of property, or with the resumption or continuation of *your business*;
- d. *Additional expense* caused by the suspension, lapse or cancellation of any lease, license, contract or order; or
- e. Additional expense resulting from any other type of consequential loss.

Payments under *Additional Expense* coverage may extend beyond the end of the policy period.

### **B. ADDITIONAL GOLF COURSE PROPERTY**

#### 1. WHAT WE PAY FOR

We pay up to \$1,000 for accidental direct physical loss or damage resulting from a covered cause of loss on the *insured premises* for:

- a. Antennas (outdoor), satellite antennas, their lead-in wiring, accessories, masts, towers, dish receivers and cable television receptors;
- b. Awnings, canopies and their supports attached to a covered building or for which *you* are legally liable:
- c. Driveways, parking lots, sidewalks, patios, any other paved surfaces, bridges and unpaved golf cart paths;
- d. Fences;

- e. Pools, piers, docks, wharves, bulkheads, seawalls, pilings and pilasters;
- f. Retaining walls; and
- g. Underground pipes, flues, drains, conduits, sprinkler system components, hole markers, flag sticks, ball washers, water coolers, benches, tables, direction markers, light fixtures and poles, and similar components serving the tees, fairways and greens.

# C. DEBRIS REMOVAL

## 1. WHAT WE PAY FOR

The amount of insurance for Debris Removal coverage is increased an additional 5% from what is provided in the Removal provision of the Incidental Coverages of the General Policy Provisions, when the debris removal expense exceeds 25% of the amount *we* pay for the direct loss or damage, or when the loss to property and debris removal combined exceeds the amount of insurance for the property.

Refer to the Incidental Coverages of the General Policy Provisions of *your* policy for applicable *terms*, conditions and exclusions. All other provisions relating to this coverage as described in the General Policy Provisions remain the same.

#### D. EXTERIOR SIGNS

#### 1. WHAT WE PAY FOR

The amount of insurance for Exterior Signs coverage is increased an additional \$2,500 from what is provided in the Incidental Coverages of the General Policy Provisions of *your* policy.

Refer to the Incidental Coverages of the General Policy Provisions of *your* policy for applicable *terms*, conditions and exclusions. All other provisions relating to this coverage as described in the General Policy Provisions remain the same.

## E. GOLF CARTS OWNED BY MEMBERS/OTHERS

#### 1. WHAT WE PAY FOR

We pay up to \$1,000 for accidental direct physical loss or damage from a covered cause of loss on the insured premises to golf carts:

- a. Owned by members or guests which are in your care, custody or control; or
- b. Rented, leased, borrowed or owned by others, for which you are legally liable.

*Our* payment for loss or damage to golf carts owned by members/others will only be for the account of the owner of the property.

# F. LOSS OF INCOME

### 1. WHAT WE PAY FOR

We pay for loss of income up to \$5,000 during the period of restoration you incur when your business is interrupted by a necessary diminution or suspension of operations at the insured premises due to accidental direct physical loss or damage resulting from a covered cause of loss. You will make every reasonable effort to resume complete or partial operations as soon as possible and, where practicable, use substitute facilities and property.

## **Loss of income** will be determined using:

- a. Net income meaning net profit or loss that would have been earned or incurred before income taxes. For manufacturing risks, net income includes the net sales value of production;
- b. Payroll expenses meaning the amount incurred by *you* necessary to resume operations with the same quality of service that existed just before the accidental direct physical loss or damage occurred;

- c. All other necessary operating expenses incurred during the *period of restoration* in order to continue *your business*; and
- d. Any relevant and reliable sources of information applicable to *your business*.

**Civil Authority-**We pay for *loss of income* when access to *your* place of *business* is prohibited by civil authority as a result of accidental direct physical loss or damage from a covered cause of loss to property at other than the *insured premises*, provided that:

- a. Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the *insured premises* are within that area but are not more than one mile from the damaged property; and
- b. The action by civil authority is taken in response to dangerous physical conditions that resulted from a covered cause of loss or to enable civil authority to have access to the damaged property.

**Loss of Income** coverage for Civil Authority commences 72 hours after the first notice that a decision by civil authority to prohibit access to the *insured premises* has taken place.

**Loss of Income** coverage for Civil Authority ends at the earlier of six consecutive weeks from when coverage commences, or when the action prohibiting access to the *insured premises* ends.

## 2. WHAT WE DO NOT PAY FOR

We do not pay for:

- a. Loss of income caused by the suspension, lapse or cancellation of any lease, contract or order;
- b. *Loss of income* caused directly or indirectly by enforcement of any local or state ordinance or law regulating the construction, repair, or demolition of buildings or structures;
- c. *Loss of income* caused by the destruction, corruption or *theft* of *electronic data*;
- d. Any claim for *loss of income* due to interference by strikers or other people with rebuilding, repairing or replacing property, or with the resumption or continuation of operations;
- e. Any claim for Additional Expense coverage; or
- f. Any claim for consequential loss.

Payments under *Loss Of Income* coverage may extend beyond the end of the policy period.

### G. PERSONAL PROPERTY OF OTHERS

## 1. WHAT WE PAY FOR

We pay up to \$1,000 per occurrence for accidental direct physical loss or damage resulting from a covered cause of loss on the *insured premises* to personal property of others, including *your* guests.

**Our** payment for loss or damage to personal property of others will only be for the account of the owner of the property. Personal Property Of Others coverage is excess to any other valid and collectible insurance.

## 2. WHAT WE DO NOT PAY FOR

We do not pay for:

- a. Any liability assumed by **you** under any express contract or agreement;
- b. Loss or damage to any vehicle, or its equipment, accessories, any property inside the vehicle or attached to the vehicle:
- c. Loss or damage to any property in *your* care, custody or control for laundering or cleaning;
- d. Loss or damage to any articles carried or held by a guest as samples or for sale or for delivery after sale; or
- e. Loss or damage to golf carts covered under Golf Carts Owned By Members/Others coverage.

# H. TEES, FAIRWAYS AND GREENS

### 1. WHAT WE PAY FOR

**We** pay up to \$1,000 for accidental direct physical loss or damage resulting from a covered cause of loss on the *insured premises* to tees, fairways, greens, practice driving ranges, bunkers, maintained roughs and other maintained playing surfaces constituting a part of **your** golf course property.

## I. WHILE AWAY FROM THE INSURED PREMISES

### 1. WHAT WE PAY FOR

While Away From The *Insured Premises* coverage provided in the Incidental Coverages of the General Policy Provisions of *your* policy is amended to delete the requirement for an 80% or higher coinsurance provision or that the type of policy is indicated as Businessowners. The amount of insurance for this coverage is increased an additional 5%, up to an additional \$2,500.

Refer to the Incidental Coverages of the General Policy Provisions of *your* policy for applicable *terms*, conditions and exclusions. All other provisions relating to this coverage as described in the General Policy Provisions remain the same.

### LIABILITY COVERAGE

## A. MEDICAL PAYMENTS

NOTE: WHEN FORM LS-6 IS ATTACHED TO THIS POLICY, MEDICAL PAYMENTS IS DELETED FROM THIS POLICY FORM. REFER TO FORM LS-6 FOR A DESCRIPTION OF THE APPLICABLE COVERAGE.

#### 1. WHAT WE PAY FOR

Regardless of fault, we pay up to the Medical Payments limit of liability shown in the Declarations for the necessary medical expenses incurred that are medically determined, incurred and reported to us within one year from the date of an accident causing bodily injury to which this coverage applies. This coverage applies only to bodily injury:

- a. Caused by a condition on premises you own or rent;
- b. Caused by a condition on ways abutting premises you own or rent; or
- c. Caused by operations covered by the General Liability Coverage afforded by this policy.

## 2. WHAT WE DO NOT PAY FOR

We do not pay for:

- a. Bodily injury:
  - 1) To any *insured*, tenant of any *insured*, or other person regularly occupying the *insured* premises or any person hired by or on behalf of any *insured* to do work for an *insured*;
  - 2) To any person if the *bodily injury* occurs on that part of the premises *you* own or rent that the person normally occupies;
  - 3) To any person while engaged in maintenance, repair, alteration, demolition or construction at the *insured premises*;
  - 4) To any person if any benefits for *bodily injury* are required to be provided under any workers' compensation, unemployment compensation, disability benefits law, or any similar law;
  - 5) To any person practicing, instructing or participating in any physical training, sport or athletic activity;
  - 6) Included within the *products/completed operations hazard*;
  - 7) Excluded under Coverage L of your General Liability Coverage form; or
  - 8) Due to war, whether or not declared, or any act or condition incident to war. War includes civil

war, insurrection, rebellion or revolution.

b. *Medical expense* for services by the *named insured*, any *employee* or any person or organization under contract to the *named insured* to provide such services.

### 3. WHAT YOU MUST DO IN CASE OF LOSS

Under What *You* Must Do In Case of Loss section in the General Liability Coverage, the following is added for this coverage:

# Medical Reports; Proof and Payment of Claim

As soon as practicable, the injured person or someone on their behalf will give to *us* written proof of claim, under oath if required, and will, after each request from *us*, execute authorization to enable *us* to obtain medical reports and copies of records. The injured person will submit to physical examination by physicians selected by *us* when and as often as *we* may reasonably require. *We* may pay the injured person or any person or organization rendering the services and the payment will reduce the amount payable for such injury. Payment will not constitute an admission of liability by any person or by *us*.

## 4. HOW MUCH WE PAY FOR LOSS OR CLAIM

Under How Much *We* Pay For Loss Or Claim section in the General Liability Coverage of *your* policy, the following is added for this coverage:

The limit of liability as stated in the Declarations, as applicable to each person, is the limit of *our* liability for all *medical expenses* for *bodily injury* to any one person as the result of any one accident. However, subject to this provision regarding each person, *our* total liability, under this policy form, for all *medical expenses* for *bodily injury* to two or more people as the result of any one accident will not exceed the limit of liability stated in the Declarations as applicable to each accident.

All other *terms* and conditions remain unchanged.