

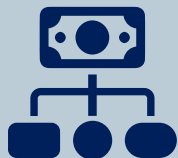
PHLY Customer Service

VISIT **MyPHLY.COM** TO GET STARTED



MyPHLY ONLINE PORTAL

- Enhanced Self Service Options and Mobile Browsing
- View Payment History, Invoices, and Policy Documents
- Report and Search Claims
- Direct Deposit Commission Payments
- Edit User Profile and Contact Information



DIRECT CUSTOMER BILLING BENEFITS

- Receive invoice direct from PHLY
- Go Paperless with e-billing
- Never forget a payment with PHLY Recurring Payments
- Flexible Payment Plans
- Automated Payment Application for faster processing



PAYMENT OPTIONS

- Online – PHLY.com/MyPHLY
- Phone – 877.438.7459, option 1
- Mail – P.O. Box 70251, Philadelphia, PA 19176-0251



ON DEMAND CUSTOMER SERVICE ACCESS

- Live Chat - PHLY.com
- Phone - 877.438.7459
- Email - service@phly.com
- Hours: Monday - Friday 8:30 a.m. - 8:00 p.m. ET



A Member of the Tokio Marine Group

The PHLY *Difference*

800.873.4552
PHLY.com

Philadelphia Insurance Companies is the marketing name for the insurance company subsidiaries of the Philadelphia Consolidated Holding Corp., a Member of the Tokio Marine Group. Your insurance policy, and not the information contained in this document, forms the contract between you and your insurance company. If there is a discrepancy or conflict between the information contained herein and your policy, your policy takes precedence. All coverages are not available in all states due to state insurance regulations. Certain coverage(s) may be provided by a surplus lines insurer. Surplus lines insurers do not generally participate in state guaranty funds and insureds are therefore not protected by such funds. | © 2007-2019 Philadelphia Consolidated Holding Corp., All Rights Reserved.



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PHLY Customer Service

Exceptional Customer Service

- Net Promoter Score among the industry's best
- Voice of the Customer empowers customer feedback
- Self Service at MyPHLY.com
- Direct Bill with payment plans
- Dedicated billing representative

PHLY RISK MANAGEMENT SERVICES

Complimentary & Tailored Risk Management

- PHLYTrac GPS Program
- SmarterNow Online Learning Management System
- Abuse Prevention Systems Program
- PHLYSense Temperature/Water Monitoring Program



Best in class Claims Experience

- 96%+ Customer Satisfaction Rating
- Industry and Type-of-Loss Claims Specialists
- In-house Recovery and Subrogation
- Claim-specific reserving practices

TEAMPHLY

TEAMPHLY - working for you!

- Marketing/Underwriting/Account Management team advocating on your behalf
- Account Stewardship
- Giving back to local communities



Industry Leading coverages

- Full Suite of coverages - package, automobile, umbrella, D&O, Cyber, A&H, Environmental, Surety
- Industry specific coverage enhancements
- Admitted & Non-admitted



Hear what our agents are saying about their experience with The PHLY Difference.

Learn more: [ThePHLYDifference.com](https://www.thephlydifference.com)

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TOKIO MARINE GROUP
To Be a *Good Company*



Risk Management Services

PHLY RMS RESOURCES

Welcome to Philadelphia Insurance Companies (PHLY)! As a PHLY customer, your organization now has access to tools and services that can assist in your risk management efforts. Our Risk Management Services (RMS) Consultants can provide in-person assistance, from leading employee safety meetings to providing valuable guidance regarding safety best practices.

PHLY also provides various risk management tools and resources at little or no additional cost to your organization.

To access these resources, please take a moment to [register on our website](#). If you already have an account on PHLY.com, please [log in](#) to access Risk Management Services resources.

Risk Management Resources

We encourage you to explore the following risk management resources:

PHLYTRAC

PHLYTrac: PHLY's telematics tool providing an online dashboard that tracks location, speeding, hard braking, and other fleet statistics - PROVIDED AT NO COST TO ELIGIBLE PHLY CUSTOMERS!

[PHLYTRAC](#)

PHLYSENSE

The **PHLYSense** System is a property monitoring tool that uses a sensor to provide immediate alerts to hazardous property conditions, such as low temperature or the presence of moisture. Provided at no cost to our customers with property coverage.

[PHLYSENSE](#)

ABUSEPREVENTIONSYSTEMS

Abuse Prevention Resources: Online training and policy support to help improve the safety of child-serving operations (at no cost to our customers with Abuse coverage)

[Abuse Prevention System](#)



IntelliCorp: Provides a discounted background check package as well as discounted pricing for add-on services, such as Motor Vehicle Reports (MVRs).

[IntelliCorp](#)

SMARTER**NOW!** RMS WEB-BASED TRAINING

SmarterNow: PHLY's no-cost Learning Management System that provides online training, assignment, and reporting capabilities. Trainings include defensive driver, discrimination in the workplace, security awareness, and many more

[SMARTERNOW!](#)



Wilson Elser Hotline: Provides two hours of legal consultation per occurrence. Provided at no cost for our Management and Professional and EPLI policyholders.

[Wilson Elser](#)

CONTACT

For questions about your organization's risk management needs and information on PHLY's Risk Management Services please contact PHLY RMS:
Phone: 1.800.873.4552 #4 (Mon-Fri 8:30 a.m. - 5:00 p.m. ET)

E-mail: phlyrms@phly.com

800.873.4552 | **PHLY.com**

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One Bala Plaza, Suite 100
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610.617.7900 Fax 610.617.7940
PHLY.com

PROPOSAL FOR INSURANCE

Quotation Number: 15620349

Proposal Date: 05/24/2022

Named Insured and Mailing Address:

Battle Creek Golf Course
City of Broken Arrow dba
PO Box 610
Broken Arrow, OK 74013-0610

Producer: 2326

THE ARROW GROUP
BROKEN ARROW INSURANCE AGENCY, INC.
2720 N. HEMLOCK COURT, STE. A
BROKEN ARROW, OK 74012

Contact: Sharon Sappington

Phone: (918)258-6681

Fax: (918)251-7893

Insurer: Philadelphia Indemnity Insurance Company

Policy Period From: 07/01/2022

To: 07/01/2023

Proposal Valid Until: 07/01/2022

at 12:01 A.M. Standard Time at your mailing address shown above.

Product: Golf Centers

Submission Type: New Business

PHLY Representative: Collet, Justin V.

PHLY Representative Phone: (913) 333-5020

Email: Justin.Collet@phly.com

Underwriter:

Hutman, Sherry I.

Underwriter Phone:

(913) 333-5041

Email: Sherry.Hutman@phly.com

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

THIS PROPOSAL CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial General Liability Coverage Part	\$ 11,018.00
Commercial Inland Marine Coverage Part	\$ 13,784.00
UltimateCover Coverage Part	\$ 19,168.00

The Total Premium includes Federal Terrorism Risk Insurance Act Premium in the amount of:

TOTAL \$ 43,970.00
\$ 517.00

Bill Plan Options:*

- ☐ 25% Down and 9 Consecutive Monthly Installments - Combined minimum premium must be \$6,000
- ☐ 25% Down and 5 Consecutive Monthly Installments - Combined minimum premium must be \$3,333
- ☐ 25% Down and 3 Consecutive Monthly Installments - Combined minimum premium must be \$2,000
- ☐ 50% Down and 2 Consecutive Monthly Installments - Combined minimum premium must be \$2,000
- ☐ 30% Down and 3 Quarterly Installments - Combined minimum premium must be \$2,150
- ☐ Premiums under \$2,000 are Fixed Annual billing

*Bill plan options are only available for Direct Bill customers. All others require Fixed Annual billing

The premium shown is subject to the following terms and conditions:

A signed UM/UIM Selection/Rejection form is required upon binding. (If applicable.)

Any taxes, fees or surcharges included in the total premium shown on the proposal are not subject to installment billing.



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Proposal Date: 05/24/2022
Quotation Number: 15620349

Named Insured: Battle Creek Golf Course

The premium shown is subject to the following terms and conditions:

A maximum per installment fee of \$5.00 may be included (some states may vary).

-
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***The following information is required PRIOR TO BINDING as proposal terms and/or premium could change:

- Completed and signed Phly Golf & Country Club application
- Additional information regarding control of the beverage cart; who takes it out on the course? Are they at least 21 years of age? Are they trained in T.I.P.P.S? How is the alcohol consumption controlled?
- Copy of Latest Financial Statement

***The following is required WITHIN 10 DAYS OF BINDING:

- Completed & signed PHLY SOV or equivalent
- Property quoted with \$10,000 AOP deductible and SEPARATE 5% wind/hail deductible
- Earthquake quoted at \$2M subject to \$25,000 deductible
- Abuse/Molestation is excluded per PI-SAM-006
- Pollution Coverage is excluded except where provided under PI-GC-001 Golf and Country Clubs Limited Pollution Liability Endorsement
- If we are successful in binding, we may have our loss control department provide loss control services. We will require full compliance to those recommendations that are deemed critical.



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Quotation Number: 15620349

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The producer placing this policy may receive commission and additional underwriting profit share incentives. These incentives are based on the underwriting performance of this producer's book of business. Any questions about the nature of this compensation should be directed to the producer.

In order to complete the underwriting process, we require that you send us the additional information requested in the "conditions" section of this proposal. We are not required to bind coverage prior to our receipt, review and underwriting approval, of said additional information. However, if we do bind coverage, it shall be for a temporary period of not more than 30 days. Such temporary binding of coverage shall be void ab initio ("from the beginning") if we have not received, reviewed and approved in writing such materials within 15 days from the effective date of the temporary binder. This 30 day temporary conditional binder may be extended only in writing signed by the Insurer. Payment of premium shall not operate to extend the binding period or nullify the automatic voiding as described above.

This quotation is strictly conditioned upon no material change in the risk occurring between the date of this proposal and the inception date of the proposed policy (including any claim or notice of circumstances that which may reasonably expected to give rise to a claim under any policy of which the policy being proposed by this letter is a renewal or replacement). In the event of such change in risk, the Insurer may in its sole discretion, whether or not this quotation has been already accepted by the Insured, modify and/or withdraw this quotation.

Subject to the terms and conditions outlined above and prior to the quote expiration date, this quote may be bound by signing and dating below and by initialing, on the previous page, the option to be bound. This form will then act as the binder of coverage for 30 days from the date signed and may be distinguished by the Quotation number on page 1. This binder is only valid for 30 days.

No coverage is afforded or implied unless shown in this proposal.

This proposal does not constitute a binder of insurance.

This proposal is strictly limited to the terms and conditions herein. Any other coverage extensions, deletions or changes requested in the submission are hereby rejected.

Signature of Authorized Insurance Representative

Date

Policy Number: 15620349Named Insured: Battle Creek Golf Course
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Terrorism Premium (Certified Acts) \$ <u>517.00</u>

DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE REJECTION OPTION

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT’S FEDERAL SHARE OF TERRORISM LOSSES IS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS’ LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Your attached proposal (or policy) includes a charge for terrorism. We will issue (or have issued) your policy with terrorism coverage unless you decline by placing an “X” in the box below.

NOTE 1: If “included” is shown on your proposal (or policy) for terrorism you WILL NOT have the option to reject the coverage.

NOTE 2: You will want to check with entities that have an interest in your organization as they may require that you maintain terrorism coverage (e.g. mortgagees).

EXCEPTION: If you have property coverage on your policy, the following Standard Fire Policy states do not permit an Insured to reject fire ensuing from terrorism: CA, CT, GA, HI, IA, IL, MA, ME, MO, NJ, NY, NC, OR, RI, VA, WA, WV, WI. Therefore, if you are domiciled in the above states and reject terrorism coverage, you will still be charged for fire ensuing from terrorism as separately designated on your proposal.

	I decline to purchase terrorism coverage. I understand that I will have no coverage for losses arising from “certified” acts of terrorism, EXCEPT as noted above.
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You, as the Insured, have 30 days after receipt of this notice to consider the selection/rejection of “terrorism” coverage. After this 30 day period, any request for selection or rejection of terrorism coverage WILL NOT be honored.

REQUIRED IN GA – LIMITATION ON PAYMENT OF TERRORISM LOSSES (applies to policies which cover terrorism losses insured under the federal program, including those which only cover fire losses)

The provisions of the Terrorism Risk Insurance Act, as amended, can limit our maximum liability for payment of losses from certified acts of terrorism. That determination will be based on a formula set forth in the law involving the national total of federally insured terrorism losses in an annual period and individual insurer participation in payment of such losses. If one or more certified acts of terrorism in an annual period causes the maximum liability for payment of losses from certified acts of terrorism to be reached, and we have satisfied our required level of payments under the law, then we will not pay for the portion of such losses above that maximum. However, that is subject to possible change at that time, as Congress may, under the Act, determine that payments above the cap will be made.

INSURED'S SIGNATURE_____

DATE_____



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610.617.7900 Fax 610.617.7940
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Named Insured: Battle Creek Golf Course

Proposal Date: 05/24/2022
Quotation Number: 15620349

LOCATION SCHEDULE

Loc	Bldg												
#	#	Address #1					Address #2			City		St	Zip
0001	0001	3200	N	Battle	Creek	Dr				Broken	Arrow	OK	74012-1747
0001	0002	3200	N	Battle	Creek	Dr				Broken	Arrow	OK	74012-1747
0001	0003	3200	N	Battle	Creek	Dr				Broken	Arrow	OK	74012-1747
0001	0004	3200	N	Battle	Creek	Dr				Broken	Arrow	OK	74012-1747
0001	0005	3200	N	Battle	Creek	Dr				Broken	Arrow	OK	74012-1747
0001	0006	3200	N	Battle	Creek	Dr				Broken	Arrow	OK	74012-1747
0001	0007	3200	N	Battle	Creek	Dr				Broken	Arrow	OK	74012-1747
0001	0008	3200	N	Battle	Creek	Dr				Broken	Arrow	OK	74012-1747



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Proposal Date: 05/24/2022

Quotation Number: 15620349

Named Insured: Battle Creek Golf Course

FORM SCHEDULE

Form	Edition	Description
BJP-190-1	1298	Commercial Lines Policy Jacket
OK Fracking Notice	1215	OK Notice: Earthquakes From Oil And Gas Activities
PI-FEES-NOTICE 1	1119	Notice Late/Non-Sufficient Funds/Reinstatement Fee
PP2020	0220	Privacy Notice For Commercial Lines
CPD-PIIC	0614	Common Policy Declarations
Location Schedule	0100	Location Schedule
PI-BELL-1	1109	Bell Endorsement
PI-CME-1	1009	Crisis Management Enhancement Endorsement
IL0017	1198	Common Policy Conditions
IL0021	0908	Nuclear Energy Liability Exclusion Endorsement
IL0174	0702	Oklahoma Changes - Appraisal
IL0177	1010	Oklahoma Chgs-Concealment, Misrepresentation or Fraud
IL0179	1002	Oklahoma Notice
IL0236	0907	Oklahoma Changes - Cancellation and Nonrenewal
IL0952	0115	Cap On Losses From Certified Acts Of Terrorism
PI-ACL-001 OK	1218	Absolute Cyber Liability And Electronic Exclusion
PI-PROF-002	0620	Absolute Communicable Disease Exclusion - Prof Liab
PI-SAM-018 OK	0519	Absolute Abuse or Molestation Exclusion Oklahoma
PI-TER-DN1	0121	Disclosure Notice Of Terrorism Ins Coverage Rejection
Inland Marine Dec	0100	Commercial Inland Marine Coverage Part Declarations
Inland Marine Schedule	0100	Inland Marine Schedule
Inl Marine Schedule It	0100	Inland Marine Scheduled Items Schedule
CM0001	0904	Commercial Inland Marine Conditions
PI-CIM-010	1098	Contractors Equipment Coverage Form
PI-CIM-064	1120	Earthquake Exclusion
PI-CIM-065	1120	Flood Exclusion
Gen Liab Dec	1004	Commercial General Liability Coverage Part Declaration
Gen Liab Schedule	0100	General Liability Schedule
CG0001	0413	Commercial General Liability Coverage Form
CG0109	1185	Kansas and Oklahoma Transfer of Rights
CG2008	0413	Additional Insured - Users Of Golfmobiles
CG2106	0514	Excl-Access/Disclosure-With Ltd Bodily Injury Except
CG2116	0413	Exclusion - Designated Professional Services
CG2132	0509	Communicable Disease Exclusion
CG2147	1207	Employment-Related Practices Exclusion
CG2149	0999	Total Pollution Exclusion Endorsement
CG2167	1204	Fungi or Bacteria Exclusion
CG2170	0115	Cap On Losses From Certified Acts Of Terrorism



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FORM SCHEDULE

Form	Edition	Description
CG2401	1204	Non-Binding Arbitration
CG2407	0196	Products/Completed Operations Hazard Redefined
PI-GC-001	0709	Golf and Country Clubs - Limited Pollution Liability
PI-GC-004	0115	Golf Or Tennis Professional Liability
PI-GL-001	0894	Exclusion - Lead Liability
PI-GL-002	0894	Exclusion - Asbestos Liability
PI-SAM-006	0117	Abuse Or Molestation Exclusion
CP P 003	0706	Excl of Loss Due to Virus or Bacteria Advisory Notice
PI-ULTD-002	1198	Property Coverage Part Declarations
PI-ULTD-003	1198	Property Coverage Part Extension Of Declarations
PI-ULTD-005	0513	Additional Coverage Summary Declarations
CP0090	0788	Commercial Property Conditions
CP0140	0706	Exclusion of Loss Due to Virus or Bacteria
PI-CP-114	0717	Addl Property Not Covered - Inflatable Structures
PI-SP-M-B	1005	Exclusion of Certain Earthquake Coverage
PI-ULT-007	1198	Property Coverage Form
PI-ULT-008	1198	Causes of Loss Form
PI-ULT-009	1198	Crime Coverage Form
PI-ULT-010	1198	Business Income with Extra Expense Coverage Form
PI-ULT-018	0216	Windstorm Or Hail Percentage Deductible
PI-ULT-019	0906	Earthquake Endorsement
PI-ULT-023	0701	Boiler and Machinery Endorsement
PI-ULT-028	1198	Additional Exclusions
PI-ULT-056	0599	Oklahoma Changes - Replacement Cost Endorsement
PI-ULT-072	1010	Limitations On Fungus,Wet Rot, Dry Rot And Bacteria
PI-ULT-83	0401	Loss of Income due to Workplace Violence
PI-ULT-085	0516	Cap On Losses From Certified Acts Of Terrorism
PI-ULT-088	0419	Changes - Electronic Data
PI-ULT-089	0605	Multiple Deductible Form
PI-ULT-129	0111	Golf and Country Clubs Endorsement Ultimate Cover
PI-ULT-134	0611	Golf And Country Clubs Irrigation System Exclusion
PI-ULT-142	0814	Collapse - Exclusion And Additional Coverage Re-Stated
PI-ULT-148	1016	Boiler And Machinery - Separate Deductible Endorsement
PI-ULT-238	0119	Continuous Or Repeated Water Damage Exclusion



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Proposal Date: 05/24/2022
Quotation Number: 15620349

GENERAL LIABILITY

Total: \$ 11,018.00

Balance to Meet Minimum Premium: \$ 170.00

Each Occurrence Limit	\$ 1,000,000	Liability Type:	OCCURRENCE
Personal and Advertising Injury Limit	\$ 1,000,000		
General Aggregate Limit (Other Than Products – Completed operations)	\$ 2,000,000		
Products/Completed Operations Aggregate Limit	\$ 2,000,000		
Rented to You Limit	\$ 100,000		
Medical Expense Limit (Any One Person)	\$ 5,000		

Classifications	Class Code	Premium Base	Prem/Op BI/PD Ded	Products BI/PD Ded	Exposure	Premium
OKLAHOMA						
LOC 1 SPORT GOOD/ATHLTIC EQUIP STORE	18206	GROSS SALES	NONE	NONE	174,066	\$ 290.00
LOC 1 GOLF COURSE-MUNICIPAL/PUBLIC	44070	GROSS SALES	NONE		1,310,110	\$ 9,726.00
LOC 1 RESTAURANT-ALC < 30%-W/TBL SV	16910	GROSS SALES	NONE	NONE	207,113	\$ 832.00



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Proposal Date: 05/24/2022
Quotation Number: 15620349

INLAND MARINE

Total: \$ 13,784.00

Sub Total: \$ 13,784.00

State	Loc #	Limit of Insurance	Deductible	Description	Premium
OK	N/A	\$ 1,573,554	\$ 2,500	CONTRACTORS EQUIPMENT SEE SCHEDULE	\$ 13,784.00



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Proposal Date: 05/24/2022
Quotation Number: 15620349

Named Insured: Battle Creek Golf Course

ULTIMATECOVER

Total: \$ 19,168.00

LOCATION COVERAGES

Loc/Bldg	Coverage		Limit		Premium
1-1	BUILDING Deductible: 10000, Coinsurance: 90%, Wind/Hail Ded: 5% W/H, Agreed Value: NO	\$	1,666,000	\$	7,280.00
1-1	BUSINESS PERSONAL PROPERTY Deductible: 10000, Coinsurance: 90%, Wind/Hail Ded: 5% W/H, Agreed Value: NO	\$	1,109,000	\$	5,734.00
1-1	BUS INCOME Deductible (hours): 72, Coinsurance: 90%, Agreed Value: , Agreed Value Limit: NONE, Extra Expense: YES, Extended Period: NONE, Monthly Limitation: NONE, Ordinary Payroll: FULL	\$	161,000	\$	502.00
1-1	TERRORISM			\$	405.00
1-2	BUILDING Deductible: 10000, Coinsurance: 90%, Wind/Hail Ded: 5% W/H, Agreed Value: NO	\$	88,000	\$	385.00
1-2	TERRORISM			\$	12.00
1-3	BUILDING Deductible: 10000, Coinsurance: 90%, Wind/Hail Ded: 5% W/H, Agreed Value: NO	\$	220,000	\$	961.00
1-3	TERRORISM			\$	29.00
1-4	BUILDING Deductible: 10000, Coinsurance: 90%, Wind/Hail Ded: 5% W/H, Agreed Value: NO	\$	11,000	\$	48.00
1-4	TERRORISM			\$	1.00
1-5	BUILDING Deductible: 10000, Coinsurance: 90%, Wind/Hail Ded: 5% W/H, Agreed Value: NO	\$	95,000	\$	415.00
1-5	TERRORISM			\$	12.00
1-6	BUILDING Deductible: 10000, Coinsurance: 90%, Wind/Hail Ded: 5% W/H, Agreed Value: NO	\$	87,000	\$	380.00



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Quotation Number: 15620349

ULTIMATECOVER

LOCATION COVERAGES

Loc/Bldg	Coverage	Limit		Premium	
1-6	TERRORISM		\$		11.00
1-7	BUILDING Deductible: 10000, Coinsurance: 90%, Wind/Hail Ded: 5% W/H, Agreed Value: NO	\$	15,000	\$	66.00
1-7	TERRORISM			\$	2.00
	GOLF/COUNTRY CLUBS (PI-ULT-129)	\$	1	\$	500.00



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One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

Named Insured: Battle Creek Golf Course

Proposal Date: 05/24/2022
Quotation Number: 15620349

ULTIMATECOVER

Coverage

EARTHQUAKE

ANY ONE COVERED PREMISES LIMIT

Limit/Ded

3,452,000

Premium

\$ 1,520.00

ALL COVERED PREMISES IN ANY SINGLE POLICY YEAR LIMIT
PERCENTAGE DEDUCTIBLE

3,452,000

10%

(See Deductible Exceptions Schedule, If applicable)

Coverage Applies at Locations: 1-1, 1-2, 1-3, 1-4, 1-5, 1-6, 1-7

BOILER MACHINERY/EQUIPMENT BREAKDOWN (SEE FORM)

\$ 905.00



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

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ULTIMATECOVER

CRIME

For the Additional Coverages and Coverage Extensions shown below, if a Superceding Limit of Insurance is shown, that Superceding Limit is the applicable Limit of Insurance

Coverage	Limit of Ins	Deductible	Superceding Limit	Superceding Deductible	Premium
Money & Securities (inside)	\$ 5,000	\$ 500			
Money & Securities (outside)	\$ 5,000	\$ 500			
Money Order/Counterfeit Currency	\$ 5,000	\$ 500			
Kidnap, Ransom, Extortion	\$ 25,000	None			
Forgery or Alteration					
Computer Fraud					
Employee Dishonesty					

ADDITIONAL POLICY COVERAGES – subject to the Limit of Insurance shown below:

Coverage	Limit of Insurance
Brands and Labels	Included in Policy Limits
Claims Expense	\$ 10,000
Contract Penalty Clause	\$ 25,000
Computer Property	Included in Personal Property Limits
Excavation & Landscaping	\$ 25,000
Fine Arts	\$ 25,000
Fines for False Alarms	\$ 5,000
Fire Department Service Charge	\$ 50,000
Fire, Sprinkler or Burglar Alarm Upgrade	\$ 50,000
Fish in Aquariums	\$ 1,000
Glass	Included in Policy Limits
Guard Dogs	\$ 1,000
Lost Key Replacement	\$ 2,500
Newly Acquired Property	\$ 1,000,000 Blanket Limit Real & Personal
New Construction	\$ 500,000
Ordinance or Law – Undamaged Portion	Included in Building Limit
Ordinance or Law – Demolition	\$ 250,000
Ordinance or Law – Incr. Cost or Construction	\$ 250,000
Personal Effects – Portable Electronic Equip away from premises	\$ 1,000
Personal Effects – Premises	\$ 25,000
Personal Effects – Spouses	\$ 500
Personal Effects – Worldwide	\$ 1,000
Pollutant Cleanup & Removal	\$ 25,000
Precious Metals	\$ 2,500
Signs	Included in Personal Property Limits
Theft Damage to Building	Included in Personal Property Limits
Utility Service – Direct Damage	\$ 10,000
Voluntary Parting	\$ 10,000

For the Additional Coverages and Coverage Extensions shown below, if a Superceding Limit of Insurance is shown, that Superceding Limit is the applicable Limit of Insurance

Coverage	Limit of Insurance	Superceding Limit	Premium
Accounts Receivable	\$ 250,000		
Arson Reward	\$ 25,000		
Computer Virus	\$ 2,500		
Consequential Damage	\$ 25,000		
Debris Removal	\$ 250,000		
Pers Prop at Unspecified Premises	\$ 100,000		
Pers Prop in Transit	\$ 50,000		
Valuable Papers	\$ 250,000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**BOILER AND MACHINERY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

Property Coverage Form
 Causes of Loss Form
 Business Income and Extra Expense Coverage Form
 Business Income Coverage Form
 Extra Expenses Coverage Form

SCHEDULE

Coverage Description	Limit of Insurance
Property Damage	\$ 3,291,000
Property Damage and Business Income/Extra Expense	\$
Business Income and Extra Expense	\$ 161,000
Business Income	\$
Extra Expense	\$

Sublimits of Insurance applicable to each covered location. These sublimits are part of and not in addition to the Limits of Insurance shown above.

Coverage	Sublimit of Insurance
Ammonia Contamination	\$ 100,000
Water Damage	\$ 100,000
Hazardous Substances	\$ 100,000
Spoilage	\$ 100,000
Expediting Expense	\$ 250,000
Newly Acquired Location Coverage	\$ 1,000,000
Off Premises Service Interruption	
Business Income	\$
Business Income and Extra Expense	\$ 100,000
Extra Expense	\$
Spoilage	\$ 25,000
Ordinance or Law	\$ 300,000

Deductibles

Coverage	Deductible
Property Damage	\$ 10,000
Business Income and Extra Expense	72 hours
Business Income	hours
Extra Expense	\$
Spoilage	COMBINED W/PD
Off Premises Service Interruption	72 hours
Ammonia Contamination	COMBINED W/PD
Other ()	\$
Premium	\$ 905

A. Coverage

For the purposes of this endorsement, the following exclusions and limitations, or parts thereof, are deleted as respects to the Boilers, Pressure Vessels and Machinery and Equipment at the described premises:

- | | |
|---------------------|---|
| Exclusion B.2.a. | Artificially generated electric current, including electric arcing, that disturbs electrical devices, wiring or wires. |
| Exclusion B.2.d.(2) | The word latent is deleted. |
| Exclusion B.2.d.(6) | Mechanical breakdown, including rupture or bursting caused by centrifugal force. |
| Exclusion B.2.e. | Explosion of steam boilers, steam pipes, steam engines, steam turbines owned or leased by your, or operated under your control. |
| Limitation C.1.a. | Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from a condition or event inside such equipment. |
| Limitation C.1.b. | Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment. |

B. Exclusions

As respects the Boiler and Machinery coverage provided by this endorsement, coverage shall not include **"loss"** caused by or resulting from:

1. Damage while any boiler, fired or unfired vessel or electrical steam generator is undergoing a hydrostatic or gas pressure test;
2. Damage while any type of electrical or electronic equipment is undergoing an insulation breakdown test;
3. Damage to or destruction of media, however caused, and regardless of the function of that media;
- 4/ Depletion, deterioration, corrosion, erosion or wear or tear, and other gradually developing conditions. But if **"loss"** or damage otherwise covered by this endorsement ensues, we will pay for such ensuing **"loss"**;

C. Limits

The most we will pay under this endorsement for direct **"loss"** to Covered Property is the Property Damage Limit of Insurance shown in the schedule of this endorsement. If Business Income Coverage, Extra Expense Coverage, or Business Income and Extra Expense Coverage is included in the policy to which this endorsement is a part, the most we will pay for those extensions of coverage under this endorsement are the respective Limits of Insurance shown in the schedule of this endorsement.

All losses covered by this endorsement occurring at any one location which manifests themselves at the same time and are the result of the same cause will be considered a single loss. If an initial loss covered by this endorsement causes other losses covered by this endorsement, all will be considered a single loss.

D. Extra Expediting

This endorsement is extended to cover the reasonable extra cost of temporary repair and of expediting repair or replacement of Covered Property as a direct result of loss otherwise covered by this endorsement. The most we will pay under this extension is the amount shown as the Expediting Expense Sublimit in the schedule of this endorsement.

E. Ammonia Contamination

If Covered Property is contaminated by ammonia as a direct result of loss otherwise covered by this endorsement, the most we will pay for this kind of damage, including salvage expense, is the amount shown as the Ammonia Contamination Sublimit in the schedule of this endorsement.

F. Water Damage

If Covered Property is damaged by water as a direct result of loss otherwise covered by this endorsement, the most we will pay for this kind of damage, including salvage expense, is the amount shown as the Water Damage Sublimit in the schedule of this endorsement.

G. Hazardous Substances

If covered Property is contaminated by a hazardous substance as the direct result of loss otherwise covered by this endorsement, the most we will pay for expenses to clean up or dispose of such property is the amount shown as the Hazardous Substances Sublimit in the schedule of this endorsement.

H. Spoilage

If Covered Property spoils from lack of power, light, heat, steam, or refrigeration as a direct result of the Breakdown of the insured's Boilers, Pressure Vessels, Machinery or Equipment, the most we will pay for this kind of damage, including salvage expenses, is the amount shown as the Spoilage Sublimit in the schedule of this endorsement.

I. Newly Acquired Locations

The coverages of this endorsement are extended to the interest of the named insured in Boilers, Pressure Vessels, Machinery and Equipment, not otherwise insured, at newly constructed, acquired, or leased locations within the policy coverage territory and which have been previously undeclared. The most we will pay under this extension for loss or damage at any one location is the amount shown as the Newly Acquired Location Coverage Sublimit in the schedule of this endorsement.

J. Off Premises Service Interruption

If Off Premises Service Interruption Coverage is included in the policy of which this endorsement is a part, the coverage extensions of this endorsement for Business Income and/or Extra Expense and/or Spoilage are further extended to include loss caused by Boilers, Pressure Vessels, Machinery and Equipment, whether or not they are located on Insured's premises, owned by a public utility or other company and used to directly supply electrical power, communications services, heating, gas, water, steam or air conditions to the described premises.

K. Deductibles

There shall be liability under this endorsement only when the amount of loss exceeds the Boiler and Machinery Deductibles shown in the schedule of this endorsement. If no Boiler and Machinery Deductibles are shown, coverage under this endorsement is subject to the policy deductible.

If an hour deductible is shown in the schedule, we will only pay for loss or damage you sustain after the first specified number of hours immediately following the physical loss to the Covered Property.

If a multiplier is shown in the schedule of this endorsement, the deductible is determined by multiplying the One Hundred Percent Average Daily Value (100% ADV) times the multiplier. The 100% ADV will be obtained by dividing the total net profits, fixed charges and expenses for the entire location that would have been earned had no physical loss occurred during the period of interruption of business by the number of working days in that period. No reduction shall be made for net profits, fixed charges and expenses not being earned, or in the number of working days, because of the physical loss or damage or any other scheduled or unscheduled shutdowns during the period of interruptions.

If a percent of loss deductible is indicated in the schedule of this endorsement, we will not be liable for the indicated percentage of loss or damage insured under this endorsement. If the dollar amount of such percentage is less than the indicated minimum deductibles, the minimum deductible will be the applicable deductible.

L. Suspension

If any Boiler, Pressure Vessel, Machinery or Equipment covered by this endorsement is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the coverage provided by this endorsement for that equipment by written notice mailed or delivered to:

1. Your last known address; or
2. The address where the affected equipment is located.

Once suspended in this way, your insurance can be reinstated only by endorsement.

If we suspend your insurance, you will get a pro rata refund for the affected equipment. But the suspension will be effective even if we have not yet made or offered a refund.

M. Mechanical or Electrical Breakdown

With respect to coverage provided by this endorsement, Mechanical or Electrical Breakdown means a sudden and accidental breakdown of covered Boilers, Pressure Vessels, Machinery and Equipment. At the time breakdown occurs, it must become apparent by physical damage that requires repair or replacement of the affected equipment or part of the affected equipment.

Mechanical or Electrical Breakdown does not mean or include any of the following:

1. Breakdown of any structure or foundation.
2. Breakdown of any boiler setting, insulating or refractory material.
3. Breakdown of a power shovel, dragline, excavator, vehicle, aircraft, floating vessel or structure, well casing, penstock or draft tube.
4. Breakdown of any elevator, crane, hoist, escalator or conveyor, but not including any pressure vessel or electrical equipment used with such a machine.
5. Breakdown of Boilers, Pressure Vessels, Machinery or Equipment manufactured or held for sale by you.
6. Breakdown of catalyst.

7. Breakdown of any oven, stove, furnace, incinerator, pot or kiln.
8. Breakdown of any buried vessel or piping.
9. Breakdown of a felt, wire, screen, die, mold, form, pattern, extrusion plate, swing hammer, grinding disc, cutting blade, chain, cable, belt, rope, clutch plate, brake pad, nonmetallic part or any part or tool subject to frequent, periodic replacement.
10. Breakdown, of any nonmetallic vessel, unless it is constructed and used in accordance with the American Society of Engineers (A.S.M.E.) code.
11. Breakdown of sewer piping, piping forming a part of a fire protection system or water piping other than:
 - a. Feed water piping between any boiler and its feed pump or injector; or
 - b. Boiler condensate return piping; or
 - c. Water piping forming a part of refrigerating and air conditioning vessels and piping used for cooling, humidifying or space heating purposes.
12. Breakdown of a part of a Boiler, Pressure Vessel or Electric Steam Generator that:
 - a. Does not contain steam or water; or
 - b. Is not under pressure of contents of the vessel; or
 - c. Is not under internal vacuum.
13. The functioning of any safety or protective devices.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GOLF AND COUNTRY CLUBS ENDORSEMENT
ULTIMATE COVER**

This endorsement modifies insurance provided under the following:

**PROPERTY COVERAGE FORM
CAUSES OF LOSS FORM****I. Schedule of Coverages and Limits**

The following is a summary of increased Limits of Insurance, additional coverages and/or coverage extensions provided by this endorsement. This endorsement is subject to the provisions of your policy.

Coverage Applicable	Limit of Insurance	Page #
Covered Property		
Fine Arts	\$50,000	2
Additional Coverages		
Automated External Defibrillators (AEDs)	\$5,000	3
Club Professional Replacement Expense	\$50,000	3
Earthquake Sprinkler Leakage	\$10,000	3
Emergency Vacating Expense	\$15,000	3
Errant Golf Ball Property Damage	\$1,500	4
Golf Course Grounds	\$1,000,000	4
Annual Aggregate for Debris Removal and Business Income	\$250,000	
Business Income in any One Occurrence	\$25,000	
All Trees, Shrubs or Plants (including Debris Removal)	\$50,000/\$50,000	
Any One Tree, Shrub or Plant (including Debris Removal)	\$5,000	
Any Scheduled Signature Tree (including Debris Removal)	\$50,000	
Lease Cancellation Moving Expenses	\$2,500	6
Personal Property of Members or Guests (including Personal Property at Reciprocal Courses)	\$3,000 / \$50,000	6
Pollutant Clean up and Removal	\$100,000	6
Coverage Extensions		
Back-up of Sewers and Drains including Flood	\$25,000	7
Business Income and Extra Expense	\$100,000	7
Civil Authority		
Contingent Business Property		
Garages	\$10,000	9
Inventory and Appraisals	\$1,000	9
Ordinance or Law - Undamaged Portion of the Building	Building Limit	9
Ordinance or Law - Demolition Cost	\$1,000,000	
Ordinance or Law - Increased Cost of Construction	\$1,000,000	
Lost Key Replacement	\$7,500	9
Personal Property of Others	\$3,000 / \$10,000	10
Reward Reimbursement	\$5,000	10
Spoilage	\$25,000	10
Limitations		
Furs	\$5,000	11
Precious Metals	\$5,000	11

II. Conditions

A. Applicability of Coverage

Coverage provided in forms attached to your policy is amended by this endorsement where applicable. If two or more coverages apply to the same loss or damage, the broader coverage, and only the broader coverage, will apply.

B. Limits of Insurance and Deductibles

1. When coverage is provided by this form and another coverage form attached to this policy, the greater Limits of Insurance will apply. In no instance will multiple limits apply to coverages which may be duplicated within this policy.
2. Limits of Insurance identified in this endorsement are not excess of, or in addition to, Limits of Insurance provided by the **PROPERTY COVERAGE FORM** or the **CAUSES OF LOSS FORM** unless otherwise stated.
3. Coverage is considered to be on an occurrence basis (not on a per location basis) unless otherwise stated.
4. The deductible listed on the Property Declarations Page will apply unless specific deductible provisions are set forth under each coverage enhancement.

C. Claim Expenses

Coverages provided herein are not applicable to the generation of claim adjustment costs by you, such as fees you may incur by retaining a public adjuster or appraiser.

D. Applicability of Exclusions

Specific exclusionary endorsements attached to the policy supersede coverage provisions contained in this coverage enhancement.

E. Requirement for Covered Causes of Loss

Except where a specific Covered Cause of Loss is identified in this coverage enhancement, coverage for the “**losses**” described herein are applicable only for Covered Causes of Loss as designated in the **CAUSES OF LOSS FORM** attached to the policy.

III. Covered Property

- A. Section A. Coverage, 1. Covered Property, a. Your Business Personal Property, (d) “Fine Arts”** in the **PROPERTY COVERAGE FORM** is amended as follows:

If the total value of “**Fine Arts**” is over \$50,000, they must be listed in a schedule on file with us;

- B. Section A. Coverage, 2. Property Not Covered, o. “Fine Arts”** in the **PROPERTY COVERAGE FORM** is amended as follows:

“**Fine Arts**,” if the total value of such property is greater than \$50,000, unless such property is listed in a schedule on file with us;

IV. Additional Coverages

The following are added to the **PROPERTY COVERAGE FORM** under Section **A. Coverage, 4. Additional Coverages**:

A. Automated External Defibrillators

Automated external defibrillators (AEDs) are considered covered property.

The most we will pay for “**loss**” or damage under this coverage is limited to \$5,000 per occurrence, which is in addition to the Business Personal Property Limit stated in the Declarations.

B. Club Professional Replacement Expense Coverage

We will pay replacement expenses if the golf professional suffers an injury during the policy period which results in death during the policy period.

Replacement expenses shall include:

1. Costs of advertising the employment position opening;
2. Travel, lodging, meal and entertainment expenses incurred in interviewing job applicants for the employment position opening; and
3. Miscellaneous extra expenses incurred in finding, interviewing and negotiating with the job applicants including, but not limited to, overtime pay, costs to verify the background and references of the applicants and legal expenses incurred to draw up employment contracts.

The most we will pay for “loss” under this coverage is limited to the lesser of \$50,000, or ten (10) times the annual premium paid for this policy. No deductible shall apply to this coverage.

C. Earthquake Sprinkler Leakage

We will pay up to \$10,000 for damages resulting from sprinkler leakage which is caused by earth movement.

D. Emergency Vacating Expense

1. The coverage provided by this policy is extended to apply to the reasonable expenses that you incur in the “**emergency**” vacating of the premises of your facility described in the Declarations, provided that vacating is necessary due to an “**emergency**” situation resulting from a Covered Cause of Loss.
2. We will not pay for any expenses under this extension arising out of:
 - a. A strike, bomb threat or false fire alarm, unless vacating is ordered by a civil authority;
 - b. A planned vacating drill; or
 - c. Any of the following, if they are excluded Causes of Loss elsewhere in the policy:
 - (1) Government action;

(2) Nuclear hazard; and

(3) War and military action.

No other exclusions in your policy apply to this Extension.

3. The most we will pay in any one occurrence under this extension is \$15,000. The deductible for emergency vacating expenses is \$250 per occurrence.

E. Errant Golf Ball Property Damage

We will pay for property damage to any property caused by an errant golf ball from the insured's premises. We will pay on behalf of the insured, even when the insured is not legally required to pay for the repair or replacement cost.

The most we will pay for "**loss**" or damage under this coverage is \$1,500 for any one occurrence. No deductible shall apply to this coverage.

F. Golf Course Grounds

1. We will pay for "**loss**" or damage to your golf course grounds, including Debris Removal and Business Income, subject to the Limits of Insurance shown in **2.** below.

Golf course grounds mean: tees, fairways, greens, practice driving ranges, bunkers, maintained roughs and other maintained playing surfaces, cart paths and pathways, benches, ball washers, course markers and water coolers, dams, in-ground sprinkler systems and equipment, bulkheads, pilings, piers, wharves, docks, lightning detection/warning systems, netting, playground equipment, outdoor lighting, court surfaces, trees, shrubs, and plants.

Golf course grounds do not mean trees, shrubs and plants in any areas that are not maintained or are in out-of-bound areas.

For this additional coverage to apply, "**loss**" or damage must be caused by only the following causes of loss. "**Loss**" or damage caused directly or indirectly by any other means, regardless of any other cause or event that contributes concurrently or in any sequence to the "**loss**" or damage, will not be covered.

- a. Fire;
- b. Lightning;
- c. Explosion;
- d. Riot or civil commotion;
- e. Aircraft or vehicles;
- f. Vandalism and malicious mischief;
- g. Theft; or
- h. Windstorm or hail, to the extent they are Covered Causes of Loss in the policy.

If windstorm or hail is provided, the following deductible conditions apply:

- (1) If a percentage windstorm or hail deductible appears in the policy, the percentage deductible will be applied separately to the Building and Business Personal Property limit and to the limit for property under golf course grounds.

As an example, if the windstorm or hail deductible listed in the policy is 5%, the deductible amount applied to a Building & Business Personal Property loss will be calculated as .05 X the applicable Building & Business Personal Property limit. Additionally, there will be a deductible of .05 X Golf Course Grounds limit applied to the windstorm or hail loss to golf course grounds; or

- (2) If a dollar amount windstorm or hail deductible appears in the policy, the dollar amount deductible will be applied separately to loss under the Building & Business Personal Property coverage and to loss for property under the Golf Course Grounds coverage.

2. Application of Limits of Insurance

- a. The most we will pay for “**loss**” or damage to all golf course grounds defined in this endorsement is \$1,000,000 in any one occurrence. This limit is further subject to the sub limits shown in **b.**, **c.** and **d.** below. All sub limits are included within, and not in addition to the \$1,000,000 each occurrence limit.

b. Signature Trees, Other Trees, Shrubs and Plants – Sub Limits

The occurrence sub limits and annual aggregate limit for Signature trees, other trees, shrubs and plants as defined as golf course grounds in this endorsement are:

- (1) Up to \$50,000 in any one occurrence, including Debris Removal, for any one tree listed as a Signature tree in the **GOLF AND COUNTRY CLUBS – SIGNATURE TREE SCHEDULE** (if applicable); and
- (2) Up to \$5,000 in any one occurrence, including Debris Removal, for any one tree (other than a scheduled Signature tree), shrub or plant.

But the most we will pay for all trees, including Signature trees, other trees, shrubs and plants as defined as golf course grounds under this additional coverage, plus Debris Removal and Business Income in any one occurrence is \$50,000, subject to a \$50,000 annual aggregate limit.

Trees will be replaced with the same species and size based on availability.

c. Debris Removal Sub Limit – Golf Course Grounds Other Than Signature Trees, Other Trees, Shrubs, Plants and Lawns

We will pay up to \$250,000 Debris Removal related to all other property defined as golf course grounds in this endorsement, excluding Signature trees, other trees, shrubs and plants.

And the most we will pay for all Business Income and Debris Removal related to golf course grounds other than Signature trees, other trees, shrubs and plants under this additional coverage is \$250,000 annual aggregate.

d. Business Income – Sub Limit

As respects the Business Income and Debris Removal limits shown in **b.** and **c.** above, the most we will pay for any Business Income **"loss"** in any one occurrence is \$25,000.

Section **F. General Conditions, 1. Coinsurance** does not apply to this coverage.

G. Lease Cancellation Moving Expenses

We will reimburse you for any moving expenses necessitated by your need to relocate due to the cancellation of the lease at your premises listed in the Declarations. The lease cancellation must occur as a result of a Covered Cause of Loss.

The limit for this additional coverage will be \$2,500 for all insureds combined. No deductible applies to this coverage.

H. Personal Property of Members or Guests

1. We will pay for **"loss"** of or damage to personal property of members or guests for which you are legally liable while the property is at the described premises, including in a locker or other secured area at the described premises;
2. You may also extend this insurance to apply to **"loss"** of or damage to personal property of your members or guests while your members or guests are temporarily at a golf course with which you have a formal reciprocal agreement; and the personal property of your members or guests is in a secured area at that reciprocal course;
3. However, we will not pay for **"loss"** or damage to any vehicle, including:
 - a. Its equipment and accessories; and
 - b. Any theft to property contained in or on any vehicle unless, at the time of theft, the windows, doors and compartments were closed and locked, and there are visible signs that the theft was the result of forced entry.

This paragraph does not apply to any golf cart not licensed for use on public roads that is the property of a member or guest but in the care, custody or control of the insured.

The most we will pay for **"loss"** or damage under this additional coverage in any one occurrence is \$3,000 per person, \$50,000 per occurrence at each premises. Our payment for **"loss"** or damage to personal property of members or guests will be at replacement cost (without deduction for depreciation) and will only be for the account of the owner of the property.

If the total of personal property of members or guests is over \$50,000, the limit will be listed on the Property Schedule.

I. Pollutant Clean-Up and Removal

Section **A. Coverage, 4 Additional Coverages, f. Pollutant Clean Up and Removal** is amended as follows:

The Limit of Insurance for this additional coverage for each described premises is increased to \$100,000 for the sum of all covered expenses arising out of a Covered Cause of Loss occurring during each separate 12 month period of this policy.

V. Coverage Extensions

With the exception of Item **A.** below, the following are added to or amend the **PROPERTY COVERAGE FORM** under Section **A. Coverage, 5. Coverage Extensions:**

A. Back-up of Sewers and Drains including Flood

CAUSES OF LOSS FORM is amended by adding the following:

We will pay for the **"loss"** or damage caused by or resulting from **"flood"** damage or water that backs up from a sewer, drain or sump. We will not pay more than \$25,000 in any one occurrence.

This extension does not apply to roof drainage systems, gutters or downspouts, or to golf course grounds as defined in Item **IV. Additional Coverages, F. Golf Course Grounds** above.

B. Business Income and Extra Expense

1. Coverage is extended to include the actual **"loss"** of Business Income you sustain, and necessary Extra Expense you incur when your covered **"building"** or business personal property listed in the Declarations is damaged by a Covered Cause of Loss.

We pay any Extra Expense you incur:

- a. To continue your normal **"operations"** at the described premises; or
- b. To continue your normal **"operations"** at replacement premises or temporary locations; including:
 - (1) Relocation expenses; and
 - (2) Costs to equip or operate the replacement or temporary locations; or
- c. To minimize the suspension of your normal **"operations"** if you cannot continue them.

2. Civil Authority

We will pay for the actual **"loss"** of Business Income you sustain, and necessary Extra Expense you incur that is caused by action of civil authority that prohibits access to the described premises due to direct physical **"loss"** of or damage to property, other than at the described premises, caused by or resulting from any Covered Cause of Loss. The coverage for Business Income will begin 72 hours after the time of that action and will apply for a period of up to 4 consecutive weeks after coverage begins. The coverage for Extra Expense will begin immediately after the time of that action and will end:

- a. 4 consecutive weeks after the time of that action; or
- b. When your Business Income coverage ends; whichever comes first.

3. Contingent Business Property

We will pay for actual **"loss"** of Business Income you sustain, and necessary Extra Expense you incur when Contingent Business Property is damaged by a Covered Cause of Loss. We will reduce the amount of your Business Income **"loss,"** other than Extra Expense, to the extent you can resume **"operations,"** in whole or in part, by using any other available:

- a. Source of materials; or
 - b. Outlet for your products.
4. The following, when used in this section, are defined as follows:
- a. Business Income means Net Income (net profit or loss before income taxes) that would have been earned or incurred during the period of restoration and continuing normal operating expenses including payroll.
 - b. Extra Expense necessary expenses you incur during the period of restoration that you would not have incurred if there had been no direct physical **"loss"** or damage to property caused by or resulting from a Covered Cause of Loss.
 - c. Contingent Business Property means property operated by others whom you depend on to:
 - (1) Deliver materials or services to you, or to others for your account (Contributing Locations);
 - (2) Accept your products or services (Recipient Locations);
 - (3) Manufacture products for delivery to your customers under contract of sale (Manufacturing Locations); or
 - (4) Attract customers to your business (Leader Locations).
 - d. Period of restoration means the period of time that:
 - (1) Begins with the date of physical **"loss"** or damage caused by or resulting from any Covered Cause of Loss; and
 - (2) Ends on the date when the property should be repaired, rebuilt or replaced with reasonable speed and similar quality.

Period of restoration does not include any increased period required due to the enforcement of any ordinance or law that:

- (1) Regulates the construction, use or repair, or requires the tearing down of any property; or
- (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **"pollutants."**

The expiration date of this policy will not cut short the period of restoration.

The most we will pay under this section is \$100,000 for any one premises during any one year policy period.

This coverage does not apply to golf course grounds as defined in Item **IV. Additional Coverages, F. Golf Course Grounds** above, except as specifically provided within that additional coverage under this endorsement.

C. Garages

"Building" coverage is extended to apply to any garage or storage shed located at the premises described in the Declarations.

The most we will pay under this extension is \$10,000 per location.

D. Inventory and Appraisals

We will pay expenses you incur, excluding those for public adjusters and appraisers, to record information, compile inventories, or obtain appraisals we require to comply with the loss conditions of this policy.

The most we will pay under this extension is \$1,000 for any one loss caused by a Covered Cause of Loss. No deductible shall apply to this coverage.

E. Ordinance or Law

Section **A. Coverage, 5. Coverage Extensions, J. Ordinance or Law** is amended as follows:

1. The Limit of Insurance for demolition costs is increased to \$1,000,000 in any one occurrence.
2. The Limit of Insurance for increased cost of construction is increased to \$1,000,000 in any one occurrence.
3. We will not pay any costs due to an ordinance or law that:
 - a. You were required to comply with before the loss, even when the building was undamaged; and
 - b. You failed to comply with.
4. We will not pay for:
 - a. The enforcement of any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by **"pollutants"** or due to the presence, growth, proliferation, spread or any activity of **"fungus,"** wet or dry rot or bacteria; or
 - b. Any costs associated with the enforcement of an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **"pollutants," "fungus,"** wet or dry rot or bacteria.

F. Lost Key Replacement

Section **A. Coverage, 5. Coverage Extensions, k. Lost Key Replacement** is amended as follows:

The most we will pay under this Coverage Extension is \$7,500.

G. Personal Property of Others

We will pay for personal property of others that is in your care, custody, or control, and located in or on the **"building"** described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

The most we will pay for **"loss"** or damage under this extension is \$3,000 per claimant; \$10,000 per occurrence at each described premises. Our payment for **"loss"** of or damage to personal property of others will be at replacement cost (without deduction for depreciation) and will only be for the account of the owner of the property.

For the purposes of this coverage extension, others shall not include, and no payment will be made for the personal property of members or guests.

H. Reward Reimbursement

We will pay a reward for information that leads to a criminal conviction in connection with **"loss"** or damage to covered property by a Covered Cause of Loss; provided that the reward is pre-approved by us.

The most we will pay for this extension is \$5,000 regardless of the number of persons involved who provide information. No deductible shall apply to this coverage.

This extension does not include arson reward, as arson reward is included in Section 4. **Additional Coverages in the PROPERTY COVERAGE FORM.**

I. Spoilage

1. We will pay for direct physical **"loss"** or damage to your perishable Business Personal Property, and perishable personal property of your clients, vendors or members while at or within 1000 feet of the described premises caused by spoilage due to changes in temperature or humidity resulting from:
 - a. Complete or partial interruption of electrical power to the described premises due to conditions beyond your control; or
 - b. Mechanical breakdown or failure of heating, cooling or humidity control equipment or apparatus at the described premises.
2. Coverage does not apply to:
 - a. The disconnection of any heating, cooling or humidity control equipment or apparatus from the source of power;
 - b. The deactivation of electrical power or current caused by the throwing of any switch or other device used to control the flow of electrical power or current;
 - c. The inability of an electric utility company or other power source to provide sufficient power;
 - (1) Due to lack of fuel; or
 - (2) Governmental order; or
 - d. The inability of a power source at the described premises to provide sufficient power

due to insufficient generating capacity to meet demand

3. The most we will pay for **"loss"** or damage in any one occurrence is \$25,000.

VI. Limitations

Section **C. Limitations** in the **CAUSES OF LOSS FORM** is amended as follows:

2. a. The limit for furs, fur garments and garments trimmed with fur is increased to \$5,000.
- b. The limit for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals is increased to \$5,000. This Limit of Insurance does not apply to jewelry and watches worth \$100 or less per item. This coverage is extended to include trophies and medals.

VII. Other Insurance

If there is other insurance under a separate policy covering the same **"loss"** or damage as provided for in this coverage enhancement, we will pay only for the amount of covered **"loss"** or damage in excess of the amount due from that other insurance, regardless of whether you are able to collect. However, we will not pay more than the applicable Limit of Insurance.

VIII. Definitions

- A. **"Emergency"** means imminent danger arising from an external event or a condition in the facility which would cause loss of life or harm to occupants.



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Taxes, Surcharges, and Fees Notice

*Note: The above proposal may not account for local taxes, Surcharges, and/or fees mandated by the State in which you/your business operate(s). The final policy will include a description of how local taxes, surcharges and fees, if applicable, have been allocated as determined by the risk location. Please contact a PHLY representative if you have any questions.