POLICY NUMBER: H25SE00154

This insurance effected on behalf of:

Scheduled Members of North American Wedding & Event Society whose names are on file with the company and for which the appropriate premium has been paid and to whom a certificate of insurance has been issued
8731 Shoal Creek
Austin, TX 78757

provided for:

Special Event Liability Insurance

As per attached Terms and Conditions

by:

Houston Casualty Company
13403 NORTHWEST FREEWAY
HOUSTON, TX 77040

Telephone: (713) 462-1000
Facsimile: (713) 462-4210

Michael J. Schell
President and CEO

Alexander Ludlow
Secretary

In Witness Whereof, the Company has executed and attested these presents but this policy shall not be valid unless signed by a duly authorized representative of the Company

ALL CLAIMS TO BE REPORTED IMMEDIATELY TO HOUSTON CASUALTY COMPANY

HOUSTON CASUALTY COMPANY

13403 NORTHWEST FREEWAY
HOUSTON, TX 77040

COMMERCIAL LINES POLICY
COMMON POLICY DECLARATIONS

Policy No.: H25SE00154

Producer No.: 84213

Renewal of:

Producer: HOUSTON CASUALTY COMPANY

Named Insured and Mailing Address:

Scheduled Members of North American Wedding & Event Society whose names are on file with the company and for which the appropriate premium has been paid and to whom a certificate of insurance has been issued
8731 Shoal Creek
Austin, TX 78757

Policy Period: November 1, 2025 - November 1, 2026 Standard Time at your mailing address, shown above.

Business Description:

This coverage is with respect to those approved events which are reported/scheduled to the Limited Event Coverage Endorsement during the policy period.

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.

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

	PREMIUM
Commercial Property Coverage Part	$
Commercial General Liability Coverage Part	$ *To be endorsed*
Commercial Crime Coverage Part	$
Commercial Inland Marine Coverage Part	$
Boiler and Machinery Coverage Part	$
Commercial Auto Coverage Part	$
Commercial Liquor Liability Coverage Part	$
Hired Auto and Non-Owned Auto Liability	$
TRIA	$
Damage to Premises Rented to You	$
TOTAL	$ *To be endorsed*

Premium shown is payable: at inception; $ 1st Anniversary; $ 2nd Anniversary

***Plus $ TX Surplus Lines Tax TX Stamping Fee*

Forms and Endorsement(s) made a part of this policy at time of issue *: See forms schedule

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.

Countersigned:

By _____

Authorized Representative

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

JDL 190(0)-X (ED. 11-85) Includes copyrighted material of Insurance Services Office, Inc., with its permission. Copyright, Insurance Services 46116 (11/92) Office, Inc., 1983, 1984

FORMS and ENDORSEMENTS SCHEDULE

Forms a Part of Policy No.: H24SE00154

Issued to: Scheduled Members of North American Wedding & Event Society whose names are on file with the company and for which the appropriate premium has been paid and to whom a certificate of insurance has been issued

By: Houston Casualty Company

Description	File Name
HCC Dec Page	N/A
Commercial Lines Policy Declaration	H CP Dec
Forms and Endorsements Schedule	H FormSched
Commercial General Liability Declarations	CD DS 01 10 01
Economic and Trade Sanctions Condition	HC COM 99 001 04/11
Calculation of Premium	IL 00 03 09 08
Tokio Marine HCC Claim Reporting Procedures	N/A
Common Policy Conditions	IL 00 17 11 98
"Occurrence" Commercial General Liability Coverage Form	CG 00 01 04 13
Medical Payments - Coverage C- Exclusion Endorsement	CG 21 35 10 01
Abuse & Molestation Exclusion Endorsement	CG 21 46 07 98
Assault and/or Battery Exclusion Endorsement	H AB EX
Collapse of Temporary Structures Exclusion Endorsement	H CTS EX
General Liability Extension Endorsement	H GL EXT
Field of Entertainment Exclusion Endorsement	H FLD ENT EX
Fireworks/Pyrotechnics Exclusion Endorsement	H FW/PT EX
Nuclear Energy Liability Exclusion Endorsement	IL 00 21 05 04
Professional Liability Exclusion Endorsement	H PL EX
Securities and Financial Interest Exclusion Endorsement	H SFI EX
Sports/Leisure/Entertainment Activities and Devices Exclusion	H SLE EX
Endorsement War Liability Exclusion	CG 00 63 12 02
Service of Suit Clause Endorsement	HCCS SOS
Stunt Exclusion Endorsement	N/A
Violation of Statutes Exclusion Endorsement	H VS EX
Silicosis Exclusion Endorsement	H SIL EX
Attendance Limitation Exclusion Endorsement	H ATT LT EX
Disclosure Pursuant to Terrorism Risk	IL 09 85 12 20
Cap on Loses from Certified Acts of Terrorism	CG 21 70 01 15
Exclusion of Terrorism	CG 21 90 01 06
AI-Managers Lessors	HC GL 40 020 01 17
Requirements for Written Contract with Vendor or Exhibitor	H REQ VE H LMT EVT
Limited Event Coverage Endorsement	N/A
Rolling Date Endorsement	N/A
Monthly Reporting Endorsement	SE 1092 02 19
Personal & Advertising Injury Exclusion	SE 1090 03 18
Exclusion - Contractors and Subcontractors	CG 21 32 05 09
Communicable Disease Exclusion	N/A
Specified Event Activities Exclusion	SE 1035 02 10
Marijuana Exclusion	HCC 1017 01 2022
Exclusion Property Damage	HCC 1027 02 2023
Firearms or Weapons - Exclusion	HCC 1022 08 2022
Endorsement 1	
Endorsement 2 - Schedule Endorsement & Premium Reporting	
Waiver of Transfer of Rights of Recovery Against Others to Us	
Coverage E - Medical Payments for Participants Endorsement	
Primary and Noncontributory - Other Insurance Condition ALL COVERAGE PARTS	

COMMERCIAL GENERAL LIABILITY DECLARATIONS

HOUSTON CASUALTY COMPANY	**HCC SPECIALTY**

NAMED INSURED: Scheduled Members of North American Wedding & Event Society whose names are on file with the company and for which the appropriate premium has been paid and to whom a certificate of insurance has been issued

MAILING ADDRESS: 8731 Shoal Creek
Austin, TX 78757

POLICY PERIOD: FROM November 1, 2024 TO November 1, 2025 AT 12:01 A.M. TIME 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	$ $1,000,000	
DAMAGE TO PREMISES RENTED TO YOU LIMIT	$ To Be Endorsed	Any one premises
MEDICAL EXPENSE LIMIT	$ To Be Endorsed	Any one person
PERSONAL & ADVERTISING INJURY LIMIT	$ To Be Endorsed	Any one person or organization
GENERAL AGGREGATE LIMIT		$ 2,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT		$ To Be Endorsed

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: Not Applicable
(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:
This coverage is with respect to those approved events which are reported/scheduled to the Limited Event Coverage Endorsement during the policy period.

© ISO Properties, Inc., 2000

ALL PREMISES YOU OWN, RENT OR OCCUPY	
LOCATION NUMBER	ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY
N/A	N/A

CLASSIFICATION AND PREMIUM							
LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
1	Social Gathering Not For Profit Building Or Additional Insured(s) TRIA Waiver of Subrogation	48558	# of Events				

STATE TAX OR OTHER (if applicable) $ N/A

TOTAL PREMIUM (SUBJECT TO AUDIT) $

PREMIUM SHOWN IS PAYABLE:

AT INCEPTION $

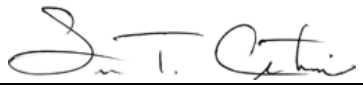
AT EACH ANNIVERSARY $ N/A

(IF POLICY PERIOD IS MORE THAN ONE YEAR AND PREMIUM IS PAID IN ANNUAL INSTALLMENTS)

AUDIT PERIOD (IF APPLICABLE)	☐ ANNUALLY	☐ SEMI-ANNUALLY	☐ QUARTERLY	☐ MONTHLY

ENDORSEMENTS
ENDORSEMENTS ATTACHED TO THIS POLICY:
See Attached Endorsements Schedule

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

Countersigned: October 29, 2025	By: 
(Date)	(Authorized Representative)

NOTE

OFFICERS' FACSIMILE SIGNATURES MAY BE INSERTED HERE, ON THE POLICY COVER OR ELSEWHERE AT THE COMPANY'S OPTION.

© ISO Properties, Inc., 2000

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

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

C. Examination Of Your Books And Records

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

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

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

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

 Copyright, Insurance Services Office, Inc., 1998 □

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ECONOMIC AND TRADE SANCTIONS CONDITION

The following condition is added to the COMMON POLICY CONDITIONS:

ECONOMIC AND TRADE SANCTIONS CONDITION

In accordance with laws and regulations of the United States concerning economic and trade embargoes, this policy is void **ab initio** (void from its inception) with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade embargoes including, but not limited to the following:

1. Any insured, or any person or entity claiming the benefits of an insured, who is or becomes a Specially Designated National or Blocked Person or who is otherwise subject to U.S. economic or trade sanctions;
2. Any claim or "suit" that is brought in a Sanctioned Country or by a Sanctioned Country Government, where any action in connection with such claim or suit is prohibited by U.S. economic or trade sanctions;
3. Any claim or "suit" that is brought by any Specially Designated National or Blocked Person or any person or entity who is otherwise subject to U.S. economic or trade sanctions;
4. Property that is located in a Sanctioned Country or that is owned by, rented to or in the care, custody or control of a Sanctioned Country Government, where any activities or actions related to such property are prohibited by U.S. economic or trade sanctions; or
5. Property that is owned by, rented to or in the care, custody or control of a Specially Designated National or Blocked Person, or any person or entity who is otherwise subject to U.S. economic or trade sanctions.

As used in this endorsement a Specially Designated National or Blocked Person is any person or entity that is on the list of Specially Designated Nationals and Blocked Persons issued by the U.S. Treasury Department's Office of Foreign Asset Control (O.F.A.C.) as it may be from time to time amended.

As used in this endorsement a Sanctioned Country is any country that is the subject of trade or economic embargoes imposed by the laws or regulations of the United States of America.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

 © ISO Properties, Inc., 2007 □

Specialty Group
401 Edgewater Place, Suite 400
Wakefield, MA 01880 USA
Tel: 781-994-6000 Fax: 781-994-6001

CLAIM REPORTING PROCEDURES

All claims regardless of severity or location should be reported directly to **American Claims Management (ACM).** Losses can be reported 24 hours a day/seven days a week, at:

- **Email:** NewLossesCL@acmclaims.com and Claims@ewedinsurance.com
- or **Telephone:** 888-799-2919

Claims correspondence can be sent to ACM's Claim Department Mailing address:

ACM Claims
P.O. Box 9060
Carlsbad, CA 92018-9060

IMPORTANT

- Please include your policy number and insured name, on all correspondence.
- If you have any video of the incident, please be sure to preserve the ORIGINAL and make a copy to provide to ACM.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. 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

COVERAGE A – 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. But:

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

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(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.

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.

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".

 © Insurance Services Office, Inc., 2012

2. Exclusions

This insurance does not apply to:

a. 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" resulting from the use of reasonable force to protect persons or property.

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:

(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. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' 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 attorneys' 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.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1), (2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. 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.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

 © Insurance Services Office, Inc., 2012

f. 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" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "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 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 you or on your behalf by a contractor or subcontractor; 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 or 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 or 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 or 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.

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 insured. Use includes operation and "loading or unloading".

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 that 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 that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

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 prearranged racing, speed, demolition, or stunting activity.

i. 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.

j. 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) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

 © Insurance Services Office, Inc., 2012

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

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 "your product" or "your work"; 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 "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. 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.

However, this exclusion does not apply to liability for damages because of "bodily injury".

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, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising 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 and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

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

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" 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.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

 © Insurance Services Office, Inc., 2012

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a., b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

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

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

o. War

"Personal and advertising injury", 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.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A.**

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

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 the Bodily Injury Liability Coverage 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.

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.

 © Insurance Services Office, Inc., 2012

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.

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** – Coverage **A** – 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 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, your spouse and your honorees are insureds, but only with respect to the conduct of a business of which you are the sole owner.

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 the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. 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 insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

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

(2) "Property damage" to property:

(a) Owned, occupied or used by;

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

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. 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.

d. 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.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

 © Insurance Services Office, Inc., 2012

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

   a. Damages under Coverage **A;** and

   b. Medical expenses under Coverage **C**

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

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

SECTION IV – COMMERCIAL GENERAL LIABILITY 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. **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:

   (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 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 consent.

3. **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 us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

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

a. Primary Insurance

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

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.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

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

c. Method Of Sharing

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

If 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.

5. 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 the first Named Insured. 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 the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

 © Insurance Services Office, Inc., 2012

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. 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.

8. 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.

9. When We Do Not Renew

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

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

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "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 where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

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

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;

(2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" 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 "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "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".

11. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "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;

f. Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

 © Insurance Services Office, Inc., 2012

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 any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law 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".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "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.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "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, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising 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.

19. "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.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

 © Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – COVERAGE C – MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description And Location Of Premises Or Classification:

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

With respect to any premises or classification shown in the Schedule:

1. Section **I** – Coverage **C** – Medical Payments does not apply and none of the references to it in the Coverage Part apply: and

2. The following is added to Section **I** – Supplementary Payments:

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.

 © ISO Properties, Inc., 2000 □

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABUSE OR MOLESTATION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph **2., Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2., Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or

2. The negligent:

a. Employment;

b. Investigation;

c. Supervision;

d. Reporting to the proper authorities, or failure to so report; or

e. Retention;

of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by Paragraph **1.** above.

 Copyright, Insurance Services Office, Inc., 1997 ☐

ENDORSEMENT

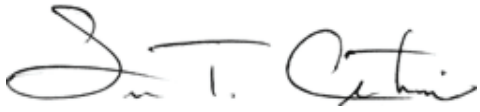
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

ASSAULT AND BATTERY EXCLUSION

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This Policy shall not apply to "bodily injury", "property damage", "personal injury", "advertising injury", or medical expense arising out of Assault and Battery or out of any act or omission in connection with the prevention or suppression of such acts, whether caused or at the instigation or direction the insured, his employees, patrons or any other person. All other terms, conditions, and exclusions shall remain unchanged.



Authorized Representative

H AB EX

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

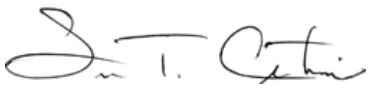
COLLAPSE OF TEMPORARY STRUCTURE EXCLUSION ENDORSEMENT

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In consideration of the premium charged, it is agreed that this policy does not apply to any damage arising out of the collapse of any temporary grandstand, tent, bleacher, stage and/or any other temporary structure.

All other terms, conditions and exclusions remain the same.



Authorized Representative

H CTS EX

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. EMPLOYMENT RELATED PRACTICES EXCLUSION

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I-Coverages) and to paragraph 2., Exclusions of COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY (Section I-Coverages):

This insurance does not apply to:

"Bodily injury" or "Personal and advertising injury" to: A person arising out of any:

(1) Refusal to employ a person;

(2) Termination of a person's employment;

(3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at a person; or

(4) Consequential "bodily injury" or "personal an advertising injury" as a result of (1) through (3) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. EXCLUSIONS

The following paragraphs are added to Section I – Coverage A – 2. Exclusions:

p. **Asbestos**

(1) The manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust;

(2) Any obligation of the insured to indemnify any party because of damages arising out of such "bodily injury", "property damage", "personal and advertising injury" as a result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, fibers or asbestos dust;

(3) Any obligation to defend any claim or suit against the insured alleging "bodily injury", "property damage", "personal and advertising injury" and seeking damages, if such claim or suit arises from "bodily injury", "property damage", "personal and advertising injury" as a result of the manufacture of, mining of, use of, sales of, installation of, removal of, distribution of or exposure to asbestos, asbestos, asbestos products, asbestos or asbestos dust; or

(4) To any loss, cost, expense, fine, or penalty arising out of any of the foregoing items 1., 2., or 3.

q. Fungus

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", or any other loss, cost or expense, including, but not limited to losses, costs or expenses related to, arising from or associated with clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by:

(1) Any "fungus(i)", "mold(s)", mildew or yeast, or

(2) Any "spore(s)" or toxins created or produced by or emanating from such "fungus(i)", "mold(s)", mildew or yeast, or

(3) Any substance, vapor, gas, or other emission or organic or inorganic body or substance produced by or arising out of any "fungus(i)", "mold(s)", mildew or yeast, or

(4) Any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium for any "fungus(i)", "mold(s)", mildew, yeast or "spore(s)" or toxins emanating therefrom.

regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that "bodily injury", "property damage", "personal and advertising injury", loss, cost or expense.

For purposes of this exclusion, the following definitions are added to the Policy:

(1) "Fungus(i)" includes, but is not limited to, any of the plants or organisms belonging to the major group Fungi, lacking chlorophyll, and including molds, rusts, mildews, smuts, and mushrooms.

(2) "Mold(s)" includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce molds.

(3) "Spore(s)" means any dormant or reproductive body produced by or arising or emanating out of any "fungus(i)", "mold(s)", mildew, plants, organisms or microorganisms.

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.

This fungus exclusion DOES NOT apply in the States of Alaska, California, Louisiana, New York or Washington.

C. KNOWLEDGE OF OCCURRENCE

As respects any loss reporting requirements under this policy, it is understood and agreed that knowledge of an accident or incident by an agent, servant or employee of yours or any other person shall not in itself constitute knowledge by you, unless a corporate officer of yours shall have received notice from said agent, servant, employee or any other person.

D. LIBERALIZATION CLAUSE

If we adopt a change in our forms or rules which would broaden your coverage without an additional premium charge, your policy will automatically provide the additional coverages as of the date the revision is effective in your state.

E. NON-OWNED WATERCRAFT EXCLUSION

Paragraph **g.(2)** of **Section I – Coverage A – 2. Exclusions** is deleted and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 52 feet long; and

(b) Not being used to carry persons or property for a charge.

F. NOTICE OF OCCURRENCE

Your failure to give first report of a claim to us shall not invalidate coverage under this policy if the loss was inadvertently reported to another Insurer. However, you shall report any such "Occurrence" to us within a reasonable time once you become aware of such error.

G. SUPPLEMENTARY PAYMENTS

1. Paragraph **1. b.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A and B (SECTION I)** is deleted and replaced by the following:

   b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1. d.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A and B (SECTION I)** is deleted and replaced by the following:

   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 $350 a day because of time off from work.

H. TOTAL POLLUTION EXCLUSION WITH A HOSTILE FIRE EXCEPTION

Exclusion f. under Paragraph 2., Exclusions of Section I – Coverage A is deleted and replaced by the following:

f. Pollution

(1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

(a) At 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; or

(b) At 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 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 or 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 for neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

I. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to paragraph 6., Representations of Section IV – Commercial General Liability Conditions:

Your failure to disclose all hazards existing as of the inception date of the policy shall not prejudice you with respect to the coverage afforded by this policy provided such failure or any omission is not intentional.

FIELD OF ENTERTAINMENT EXCLUSION

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In consideration of the premium charged, it is hereby agreed that with respect to Coverage B. Personal and Advertising Injury Liability:

1. This policy does not apply to the following offenses arising out of the business of the Insured in the Field of Entertainment:

A. Invasion of the right of privacy;
B. Infringement of copyright, whether under statutory or common law;
C. Libel, slander or other forms of defamation;
D. Unauthorized uses of titles, formats, ideas, characters, plots or other program material; and
E. Infringement of copyright or common law property rights, in literary or musical material, plagiarism, unfair competition or piracy.

2. "The Business of the Insured in the Field of Entertainment" means:

A. The production, pre-production, post-production, distribution, exploitation and exhibition of motion pictures, television programs, commercial film, photograph records, electrical transcriptions, sheet music or other similar properties.
B. The conduct of any players, entertainers or musicians in any show, theatrical performance or exhibition.
C. The ownership, operation, maintenance or use of merchandising programs, advertising or publicity material, characters or ideas; whether or not on, premises of the Insured or in possession of the Insured at the time of the alleged offense.
D. The ownership, operation, maintenance or use of theaters and similar exhibition media.

All other terms, conditions and exclusions remain the same.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

FIREWORKS EXCLUSION

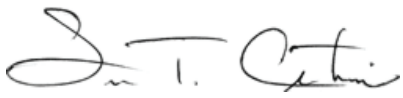
This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This policy does not apply to any damage arising out of the use of any explosives, fireworks, or pyrotechnic devices.

However, for the purposes of this endorsement, flash boxes shall not be considered fireworks. Flash boxes are devices used to create a visual effect along with an explosive noise. They are induced electronically in a cylinder with no projectile, wadding or wrapping.

All other terms, conditions and exclusions remain the same.



Authorized Representative

H FW/PT EX

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) 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

(2) 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.

B. 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.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

(2) 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

(3) 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 **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

 © ISO Properties, Inc., 2001 □

2. 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 **(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.

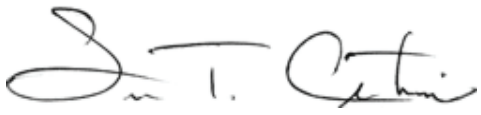
© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL LIABILITY EXCLUSION

It is hereby agreed that the coverage provided by this policy shall not apply to liability arising out of the rendering of or failure to render professional services, or any negligence, error or omission, malpractice or mistake of a professional nature committed by or alleged to have been committed by or on behalf of the "INSURED" in the conduct of any of the "INSURED's" business activities.

All other terms and conditions remain unchanged.



Authorized Representative OR
Countersignature (In states where applicable)

H PL EX

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

SECURITIES AND FINANCIAL INTEREST EXCLUSION

This endorsement modifies insurance under the following:

COMMERCIAL LIABILITY COVERAGE PART

It is agreed that this insurance does not apply to any “bodily injury” and property damage” arising out of or by reason of:

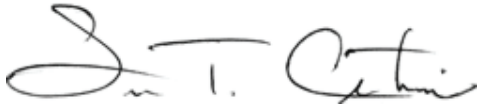
The purchase, or sale, or offer of sale, or solicitation of any security, debt, bank deposit of financial interest or instrument.

Any representative made at any time in relation to the price or value of any security, debt, bank deposit or financial interest or instrument; or

Any depreciation or decline in price or value of any security, debt, bank deposit or financial interest or instrument.

It is furthermore agreed that we have no obligations to defend or pay for the defense of any claim that may allege any of the foregoing.

All other terms and condition remain the same.



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION -- SPORTS/LEISURE/ENTERTAINMENT ACTIVITIES AND DEVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. EXCLUSIONS, is amended by adding each exclusion when indicated by an **X** to the policy.

This insurance does not apply to “bodily injury”, “property damage”, “personal and advertising injury”

_____ Inverted Aerial Maneuver

Arising out of the attempt to perform or performance of any inverted aerial maneuver by a skier from a jump:

1. Built by you or on your behalf; or
2. Built on your premises with your permission or knowledge.

x Amusement Device

Arising out of the ownership, operation, maintenance or use of any “amusement device”.

For purposes of this exclusion, “amusement device” means any device or equipment a person rides for enjoyment, including, but not limited to, any mechanical or non-mechanical ride, slide, water slide (including any ski or tow when used in connection with a water slide), moonwalk or moon bounce, bungee operation or equipment. “Amusement device” does not include any video arcade or computer game.

_____ Bungee

Arising out of the ownership, operation, maintenance or use of any bungee operation or equipment whether owned, operated, maintained or used by you, any other insured or any other person or entity.

_____ Grass

Arising out of grass skiing.

_____ Animals

Arising out of injury or death to any animal.

_____ Object Propelled

Arising out of any object propelled, whether intentionally or unintentionally, into the crowd by or at the direction of a “participant” or insured.

x “Participant”

Arising out of the involvement of a participant in any activity, event or exhibition, including, but not limited to, any contest, physical training, sport, event, athletic activity, martial arts or stunt.

_____ Rodeo

Arising out of any rodeo activity, including, but not limited to, bronco or bull riding, steer roping, team roping, barrel racing or horseback riding.

_____ Concert

Arising out of a concert, show, or theatrical event.

x Performer

Arising out of the involvement of any performer during any activity, event or exhibition, including, but not limited to any stunt, concert, show or theatrical event.

DEFINITION OF PARTICIPANT

For purposes of this endorsement, “participant” means any person who is participating, practicing, or is otherwise involved in an activity, event or exhibition. “Participant” does not include any spectator.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT CLAUSE

This endorsement modifies insurance under the following:

- Service of Suit

It is agreed that in the event of the failure of the Company hereon to pay any amount claimed to be due hereunder, the Company hereon, at the request of the Assured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States.

Nothing in this Clause constitutes or should be understood to constitute a waiver of the Company's right to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or any State in the United States.

It is further agreed that service of process in such suit may be made upon HOUSTON CASUALTY COMPANY, Legal Department, 13403 Northwest Freeway, Houston, Texas 77040, U.S.A. and that in any suit instituted against the Company upon this Insurance, the Company will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any law process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this Insurance, and hereby designate Houston Casualty Company to whom the said officer is authorized to mail such process or a true copy thereof.

All other terms, conditions, and exclusions shall remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

STUNT EXCLUSION ENDORSEMENT

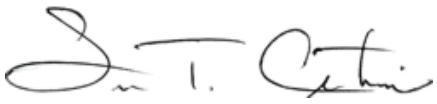
This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In consideration of the premium charged, it is hereby agreed that all stunting activity or any practice or preparation of any such stunt is excluded from all coverage under this policy.

"Stunting Activity", means any feat or activity requiring special strength, skill, equipment, device or daring.

All other terms and conditions remain the same.



Authorized Representative

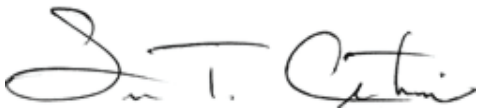
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - VIOLATION OF STATUTES IN CONNECTION WITH SENDING, TRANSMITTING OR COMMUNICATING ANY MATERIAL OR INFORMATION

This insurance does not apply to any loss, injury, damage, claim, suit, cost or expense arising out of or resulting from, caused directly or indirectly, in whole or in part by, any act that violates any statute, ordinance or regulation of any federal, state or local government, including any amendment of or addition to such laws, that includes, addresses or applies to the sending, transmitting or communicating of any material or information, by any means whatsoever.

To the extent any coverage may otherwise be available under this Policy, the provisions of this Exclusion shall supercede the same and exclude such coverage.

All other terms and conditions of the policy are the same.



Authorized Representative

Includes copyrighted material of Insurance Services Office, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

SILICOSIS EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

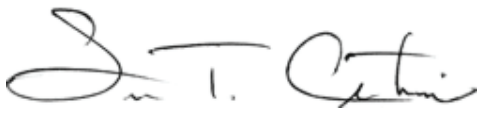
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section I. - Coverages, Coverage A.- Bodily Injury and Property Damage Liability, 2. - Exclusions, is amended to add:

"Bodily injury" or "property damage", or any other loss, cost or expense arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form, or to any obligation of the insured to indemnify any party because of damages arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form.

Section I. - Coverages, Coverage B.- Personal and Advertising Injury Liability, 2. - Exclusions, is amended to add:

Or any other loss, cost or expense arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form, or to any obligation of the insured to indemnify any party because of damages arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

ATTENDANCE LIMITATION EXCLUSION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Any event, in which the attendance or capacity of the designated venue exceeds **500** admissions per day, is excluded from this policy unless specifically declared and endorsed herein.

All other terms and conditions remain unchanged.

Authorized Representative

H ATT LT EX

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE – PART I
Terrorism Premium (Certified Acts) $ **This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):** **Additional information, if any, concerning the terrorism premium:**
SCHEDULE – PART II
Federal share of terrorism losses 80 % (Refer to Paragraph **B.** in this endorsement.)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

 © Insurance Services Office, Inc., 2020

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part **II** of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

© Insurance Services Office, Inc., 2020

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed $100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.

B. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

 © Insurance Services Office, Inc., 2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:

a. That involve the following or preparation for the following:

(1) Use or threat of force or violence; or

(2) Commission or threat of a dangerous act; or

(3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

b. When one or both of the following applies:

(1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

(2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury or damage" means any injury or damage covered under any Coverage Part or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or Policy.

B. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or

2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or

 © ISO Properties, Inc., 2004 □

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Entity (Additional Insured):
As required by written contract

A. Section II – Who Is An Insured is amended to include as an additional insured the person or entity shown in the Schedule, but only with respect to liability arising in that part of the designated premises leased, licensed, or otherwise available to you and subject to the following additional exclusions:

1. This insurance does not apply to any loss, claim, "suit", cost, expense or liability for damages directly or indirectly based on, attributable to, arising out of, involving, resulting from, or in any way related to:

a. Any "occurrence" which takes place prior to your occupancy or after you cease to be a tenant in that premises or;

b. Structural conditions, alterations, construction, demolition, maintenance or other operations performed by or on behalf of the person or entity shown in the Schedule.

2. Coverage (including defense) is provided only to the extent that liability is created for an additional insured by the negligent acts, errors, or omissions of the Named Insured. If liability for injury or damage is imposed or sought to be imposed on any additional Insured because of the acts, errors, or omissions of any additional insured or any person or entity under the direction or control of any additional insured, this insurance does not apply.

Coverage for an additional insured under this endorsement shall be excess. Any other insurance the additional insured has shall be primary with respect to this insurance.

Except as provided herein, all other terms, conditions, provisions, exclusions, and endorsements of this policy remain the same and applicable.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

ENDORSEMENT

REQUIREMENTS FOR WRITTEN CONTRACT OF VENDORS OR EXHIBITORS FOR SPONSORED EVENTS

This endorsement modifies insurance provided by:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. Paragraph **10.** is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** as follows:

10. Subcontractor, Vendor or Exhibitor Contract Requirements

You warrant all of the following:

a. You will maintain, in full force and effect, a written contract between you and each one of your subcontractors, vendors or exhibitors that participates in each event that you sponsor, manage, or hold (hereinafter, such event is referred to as the "sponsored event");

b. You will require in such written contract that such subcontractor, vendor or exhibitor defends you and holds you harmless for such vendor's or exhibitor's liability arising out of the "sponsored event";

c. You will require in such written contract that each subcontractor, vendor or exhibitor maintain, in full force and effect, primary Commercial General Liability Insurance for the "sponsored event" on a form that provides coverage at least as comprehensive as a standard ISO policy with defense outside of the limits of insurance and minimum limits of insurance of at least:

(1) $1,000,000 Per Occurrence, and

(2) $1,000,000 Aggregate Limit;

d. You will require in such written contract that each subcontractor, vendor or exhibitor add you as an Additional Insured on such subcontractor's, vendor's or exhibitor's policy for any and all liability arising out of the "sponsored event"; and

e. You will maintain in your office a Certificate of Insurance or other evidence of coverage naming you as an Additional Insured on such subcontractor, vendor or exhibitor's policy.

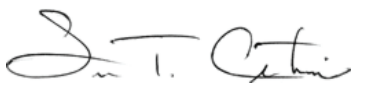
2. Notwithstanding Paragraph **4.**, **Other Insurance** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, this coverage part shall be excess of any other primary Commercial General Liability Insurance naming you as an Additional Insured.

3. The following exclusion is added to Paragraph **2.**, **Exclusions** of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** (**SECTION I – COVERAGES**) and Paragraph **2.**, **Exclusions** of **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** (**SECTION I – COVERAGES**) as follows:

[This insurance does not apply to:]

Any claim or "suit" arising out of any subcontractor's, vendor's or exhibitor's liability arising out of a "sponsored event" if you breach any of the warranties contained in Paragraph **10.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**.

All other terms and conditions of the policy remain the same.



Authorized Representative

COMMERCIAL GENERAL LIABILITY ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED EVENT COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance applies only to "bodily injury", "property damage" or "personal and advertising injury" arising out of an "occurrence" or offense which takes place during an event shown in the Schedule below. Notwithstanding the specific date(s) shown in the Schedule below, those activities that are part of the setup and teardown required for the event are considered part of the event.

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

If any of the events in the schedule below are postponed by you, we may amend the scheduled date(s) to the date(s) you tell us. You must promptly notify us in writing of the postponement on or prior to the scheduled start date(s) and prior to the revised start date(s).

If any of the events in the schedule are cancelled by you, we may refund to you the premium for the cancelled events if you cancel the event(s) prior to the scheduled start date(s). You must promptly notify us in writing of the cancellation prior to the scheduled start date(s).

SCHEDULE

TYPE OF EVENT	DATE OF EVENT	MAX DAILY ATTENDANCE	LOCATION	LIMITS*	PREMIUM*
To be endorsed					

*Limits & Premium as per Commercial General Liability Declarations CG DS 01 10 01

It is hereby agreed that coverage is afforded for the events listed on the Limited Event Coverage Endorsement. No other events are covered under this Policy unless specifically reported and endorsed.

All other terms and conditions shall remain unchanged.

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY

ROLLING DATE ENDORSEMENT

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In the event of termination or expiration of this policy, coverage under the terms and conditions of this policy will remain in force for all certificates in force at the date of termination or expiration of this policy until such certificate's termination or expiration, not to exceed 12 months.

All other terms and condition remain the same.

AUTHORIZED SIGNATURE

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MONTHLY REPORTING ENDORSEMENT

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is hereby agreed that the premium for this policy is 100% earned at inception.

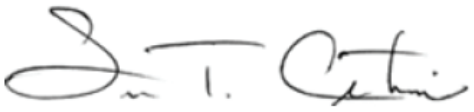
All Insureds must be scheduled on a monthly basis and applicable rates will be charged. The developed premium, if applicable, for the monthly report will be in addition to the aforesaid minimum and will be retained by the Company.

It is further agreed that the monthly reports are due to the Company no later than fifteen (15) days after the close of each

quarter. No coverage is afforded for any Insured not reported within this time frame.

All other terms, conditions, and exclusions shall remain unchanged.

.



Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL AND ADVERTISING INJURY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is hereby agreed that with respect to Coverage B. Personal and Advertising Injury Liability:

1. This policy does not apply to the following offenses arising out of:

A. Invasion of the right of privacy;

B. Infringement of copyright, whether under statutory or common law;

C. Libel, slander or other forms of defamation;

D. Unauthorized uses of titles, formats, ideas, characters, plots or other program material; and

E. Infringement of copyright or common law property rights, in literary or musical material, plagiarism, unfair competition or piracy.

All other terms, conditions and exclusions remain the same.

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - CONTRACTORS AND SUBCONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusion is added and supersedes any provision to the contrary:

This Insurance does not apply to:

“Bodily Injury”, “Property Damage”, “Personal and Advertising Injury”, or Medical Payments to any person, including any “employee” of any insured, to any contractor or subcontractor hired by a contractor, hired or retained by or for any insured, or to any “employee” of such contractor or subcontractor, arising out of work performed by any contractor or subcontractor whether hired by or on behalf of any insured, or any acts or omissions in connection with the general supervision of such work.

This exclusion applies to all claims and "suits" by any person or organization for damages because of such "Bodily Injury", including damages for care and loss of services, "Property Damage", "Personal and Advertising Injury", or Medical Payments.

All other terms, conditions, and exclusions remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;

b. Testing for a communicable disease;

c. Failure to prevent the spread of the disease; or

d. Failure to report the disease to authorities.

B. The following exclusion is added to Paragraph **2. Exclusions** of Section **I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Communicable Disease

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;

b. Testing for a communicable disease;

c. Failure to prevent the spread of the disease; or

d. Failure to report the disease to authorities.

 © Insurance Services Office, Inc., 2008 □

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIED EVENT ACTIVITIES EXCLUSION

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

1. Aesthetic, cosmetic, or beautifying activities, including the use, ingestion, or application of health, fitness or cosmetic products;
2. Air shows and any use of an aircraft;
3. Construction, including but not limited to renovations, installations, rigging, and remodeling;
4. Any and all product demonstrations that involve power tools;
5. The use of heavy machinery;
6. The use of any auto, vehicle, tractor, lawn mower or other mobile equipment as part of ride & drive activity or the purpose of test driving and/or transportation;
7. The supervision of or responsibility for children;
8. The use of golf carts;
9. The design, manufacture, distribution, sale, serving, furnishing, use or possession of any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic;
10. The use of: (i) an open or exposed flame,not including a candle or sparkler; (ii) any combustion that produces heat, light or smoke; or (iii) a fireplace, hearth, or other structure or appliance designed to contain a fire.
11. The use of guns, firearms, knives, weapons of any kind and/or projective devices;
12. Haunted houses;
13. Hay/wagon rides;
14. Hot air balloons;
15. Landscaping activities;
16. Professional services, including any error, omission, malpractice or mistake of a professional nature, including but not medical exams and/or vaccinations;
17. Tractor or truck pull, racing, or speed contests involving Aircrafts, Autos or Watercrafts;
18. Obstacles, obstacle races, or mud runs;

19. Participation in parades;

20. Petting Zoos, Pet Adoptions or any other activity involving contact with animals;

21. Rodeos, Saddle Animals and/or Saddle Animal Rides;

22. Events with exotic animals present

23. Any activity involving skateboarding, skiing, snowboarding and/or snowmobiling;

24. The use of special effects or pyrotechnics;

25. Tanning Devices, tanning beds and the application of any tanning products;

26. Any activities involving boxing, theatrical wrestling, and/or mixed martial arts events;

27. The use of paint, foam, and/or bubbles;

28. Glass blowing;

29. Services that create physical contact with attendees;

30. Livery service, including but not limited to providing transportation for event attendees;

31. Live musical performance or entertainment organized, supervised, sponsored and/or performed by the Named Insured;

32. An ocean, lake, pond, river, pool, jacuzzi, water tanks and/or other body of water;

33. Overnight Events/Exposures including camping;

34. Weddings with over 500 attendees and all other events with over 250 attendees;

35. Tattooing, body piercing and/or any other body modifications

The following exclusion is added to Paragraph **2. Exclusions** of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** (**SECTION I – COVERAGES**) and Paragraph **2. Exclusions** of **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** (**SECTION I – COVERAGES**):

This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of any event activity which is shown in the SCHEDULE to this Specified Activities Exclusion.

All other terms, conditions and exclusions of the policy remain unchanged.

Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARIJUANA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of, caused by, or attributable to, whether in whole or in part, the following:

a. The design, manufacture, distribution, sale, serving, furnishing, use or possession of "marijuana";

b. The actual, alleged, threatened or suspected inhalation, ingestion, absorption or consumption of, contact with, exposure to, existence of, or presence of "marijuana"; or

2. "Property damage" to "marijuana".

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 that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved that which is described in Paragraph **A.1.** or **A.2.** above.

However, this exclusion does not apply to any "marijuana" that is not designed, manufactured, distributed, sold, served or furnished for bodily:

a. Ingestion;

b. Inhalation;

c. Absorption; or

d. Consumption.

B. The following definition is added to the **Definitions** section:

"Marijuana":

1. Means:

Any good or product that consists of or contains any amount of Tetrahydrocannabinol (THC) or any other cannabinoid, regardless of whether any such THC or cannabinoid is natural or synthetic.

2. Paragraph **B.1.** above includes, but is not limited to, any of the following containing such THC or cannabinoid:

a. Any plant of the genus Cannabis L., or any part thereof, such as seeds, stems, flowers, stalks and roots; or

b. Any compound, byproduct, extract, derivative, mixture or combination, such as, but not limited to:

(1) Resin, oil or wax;

(2) Hash or hemp; or

(3) Infused liquid or edible marijuana;

whether derived from any plant or part of any plant set forth in Paragraph **B.2.a.** above or not.

© Insurance Services Office, Inc., 2017

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

EXCLUSION – PROPERTY DAMAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Exclusion **j.** of Paragraph **2. Exclusions** of Section **I – Coverage A – Bodily Injury** a**nd Property Damage Liability** is replaced by the following:

2. Exclusions:

This insurance does not apply to:

j. 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) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal Property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired, or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises owned by the premises' owner, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage to Premises Rented to You as described in Section III – Limits of Insurance.

Personal Property in the care, custody or control of the insured includes, but is not limited to, all personal property leased, rented, borrowed, or used by you that is not owned by the owner of the premises occupied by you**.**

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented, or held for rental by you. Paragraphs **(3)**, **(4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products completed operations hazard".

All other terms and conditions of the policy remain the same.

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIREARMS OR WEAPONS - EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM

The following exclusion is added:

1. This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury," or "injury" arising out of, caused by, or resulting from, in whole or in part:
   a. The ownership, maintenance, use or misuse by any insured or any other person of any “firearm”;
   b. The ownership, maintenance, use or misuse by any insured or any other person of any object or instrument used as a “weapon”, whether or not it was originally intended, created, or designed to be used as a “weapon”;
   c. Any act, error or omission committed by you or on your behalf in connection with the prevention or suppression of the use of:
      i. Any “firearm”;
      ii. Any object or instrument used as a “weapon”, whether or not it was originally intended, created or designed to be used as a “weapon”;
   d. The failure of any insured, or any person or legal entity to provide an environment safe from the use of “firearms” or “weapons” whether or not such instrument, object or projectile was originally intended, created or designed to be used as a “weapon” or “firearm”, including but not limited to the failure to provide adequate security, or the failure to warn of the dangers of the environment which could contribute in whole or in part to the “bodily injury,” “property damage,” “personal and advertising injury,” or “injury,” or the failure to maintain the premises by you, any insured, or any person or legal entity;
   e. Any failure or delay in the rendering of proper aid or assistance, reporting to proper authorities, investigating any incident, preserving of any evidence, or otherwise failing to respond properly or timely to any “occurrence” involving a “firearm” or “weapon” regardless of whether such instrument, object or projectile was originally intended, created or designed to be used as a “weapon” or “firearm.”
   f. Manufacturing, importation, sales, distribution, gunsmithing, ownership, maintenance or use of “firearms” or “weapons”.
   g. Use, sale or manufacturing of ammunition.

Includes Copyrighted material of Insurance Services Office, Inc., with its permission.

2. This exclusion applies to any claim or “suit” alleging in whole or in part any of the events described in the paragraphs above:

   a. Whether an act or omission is by, for, or on behalf of an insured, or at the direction of an insured, or by or at the direction of any other person or entity.

   b. Whether an act or omission is on premises owned or occupied by an insured, or owned or occupied by any other person or entity;

   c. Regardless of the intent or degree of culpability of any insured, or of any other person or entity;

   d. Regardless of whether the use or misuse of a “firearm” or “weapon” is a direct cause, and/or a contributory cause of such “bodily injury”, “property damage”, “personal and advertising injury,” or “injury”;

   e. Regardless of the presence of other allegations in the claim or “suit” which are not excluded by the terms of this endorsement; and

   f. Regardless of the legal theory of liability or damages, including but not limited to vicarious liability, violation of any law or statute, criminal act, intentional act or negligence, and including but not limited to causes of action based on hiring, supervision, retention, training, instructing, advising, monitoring, providing security, or implementing procedures and protocols.

3. The following are added to SECTION V – DEFINITIONS

   a. “Firearm” means any pistol, rifle, gun or other device capable of expelling or propelling one or more projectiles by the action of an explosive, combustible propellant, or compressed air.

   b. “Weapons” means instruments that can be or are utilized in an offensive or defensive nature and include but are not limited to batons, bow or crossbow, arrows, knives, mace, stun guns or swords.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Authorized Representative

Includes Copyrighted material of Insurance Services Office, Inc., with its permission.

Endorsement #1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

The following is added to the CONDITIONS section of each coverage part as follows:

There is no coverage under this policy, this insurance shall not apply, and we shall have no duty to defend or indemnify any insured for any claim or "suit" alleging “bodily injury,” “property damage,” or “personal and advertising injury” if, at any time and regardless of intent, you or any other insured provide materially incorrect, false, inaccurate, or incomplete information in the Application for this policy or in connection with any claim or “suit” submitted for coverage under this policy.

For purposes of this endorsement, any information provided or statements made in the Application shall be deemed material to the acceptance of the risk and issuance of the policy. For purposes of this endorsement, the Application(s) includes, without limitation, any application forms and any other forms, documents, or information submitted to us, in connection with or relating to the underwriting of or issuance of this policy. For purposes of this endorsement, the Application(s) is a part of this policy and is incorporated herein.

ENDORSEMENT # 2 – SCHEDULE ENDORSEMENT and PREMIUM REPORTING

THIS ENDORSEMENT EFFECTIVE: 12:01 A.M., November 1, 2025

FORMS A PART OF POLICY NO: H25SE00154

ISSUED TO: Scheduled Members of North American Wedding & Event Society

BY: Houston Casualty Company

Commercial General Liability Schedule of Rates/Advance Premium

Premium and Rate Basis: Varies – On file with the company.

COVERAGE IS NOT INCLUDED UNLESS OPTIONAL COVERAGE IS SELECTED AND THE CONDITIONS LISTED BELOW ARE MET.

OPTIONAL COVERAGES

WAIVER OF SUBROGATION – As required by Written Contract (Venues Only)

If individual Certificate Holder selects the coverage, then they will pay additional premium plus applicable surplus lines taxes in order for coverage to apply. The purchased coverage will be noted on the monthly report submitted to Company, and such coverage form **CG 24 04 05 09** will apply to that specific Certificate Holder only.

MEDICAL PAYMENTS (Spectators Only)

There is an optional 5,000.00 limit for Medical Payments for Spectators. The associated premium is to be paid per event. The purchased coverage will be noted on the monthly report submitted to Company, and such coverage form AS 1008B 06 177 will apply to that specific Certificate Holder only.

Additional Insured – As required by Written Contract – Primary and Non Contributory - Other Insurance Condition

If individual Certificate Holder selects the coverage, they will pay plus additional premium plus applicable surplus lines taxes for coverage to apply. The purchased coverage will be noted on the certificate and monthly report submitted to company. Such coverage form, AS 1027 06 17, will apply to that specific Certificate Holder only.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: Scheduled event locations that are reported to the insurance company for which the associated Waiver of Subrogation premium has been paid for by the Certificate Holder.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

 © Insurance Services Office, Inc., 2008 □

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE E - MEDICAL PAYMENTS FOR PARTICIPANTS ENDORSEMENT

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Additional Exclusions

1. The following is added to **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This insurance does not apply to "bodily injury" to a "participant".

2. The following is added to **SECTION I – COVERAGES, COVERAGE C. MEDICAL PAYMENTS, 2. Exclusions**:

This insurance does not apply to "bodily injury" to a "participant".

B. Additional Insuring Agreement

The following is added to **SECTION I – COVERAGES:**

COVERAGE E – MEDICAL PAYMENTS FOR PARTICIPANTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" to a "participant" caused by an accident that takes place during a "covered program" provided that:
(1) The accident takes place in the "coverage territory" and during the policy period;
(2) The first expense is incurred within 90 days of the accident;
(3) The expenses are incurred and reported to us within 52 weeks of the date of the accident; and
(4) The injured "participant" submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. Medical Expenses include:
(1) First aid administered at the time of an accident;
(2) Medical, surgical, x-ray, and dental services, including prosthetic devices; and
(3) Ambulance, hospital and professional nursing services.

c. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for medical services that are essential for diagnosis, treatment, or care of the "bodily injury" for which it is prescribed or performed. The medical services must meet generally accepted standards of medical practice, and must be ordered by a Physician and be performed under a Physician's care, supervision, or order.

Includes Copyrighted Material of the Insurance Services Office, Inc., with its permission.

2. Exclusions

This insurance does not apply to:

a. "Bodily injury" that is excluded under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, Paragraphs a., b., c., d., e., f., g., h., i.,** and **o**.

b. Expenses for "bodily injury" that is excluded under **SECTION I COVERAGES, COVERAGE C, MEDICAL PAYMENTS, 2. Exclusions a., b., c., d,** and **f.**

c. Expenses which directly or indirectly, in whole or in part, are caused by or result from any of the following:

(1) Intentionally self-inflicted injury, suicide, or any attempt while sane or insane;

(2) Commission or attempt to commit a felony or an assault;

(3) Commission of or active participation in a riot or insurrection;

(4) Declared or undeclared war or act of war or any act of declared or undeclared war;

(5) Flight in, boarding or alighting from an aircraft, except as a passenger on a regularly scheduled commercial airline;

(6) Travel in any aircraft owned, leased, operated or controlled by the Named Insured, or any of its subsidiaries or affiliates. An aircraft will be deemed to be "controlled" by the Named Insured if the aircraft may be used as the Named Insured wishes for more than 10 straight days, or more than 15 days in any year;

(7) Sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, (including exposure, whether or not accidental, to viral, bacterial or chemical agents) whether the loss results directly or indirectly from the treatment except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;

(8) Voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;

(9) Injuries compensable under Workers' Compensation law or any similar law;

(10) Operating any type of vehicle or conveyance while under the influence of alcohol or any drug, narcotic or other intoxicant including any prescribed drug for which the "participant" has been provided a written warning against operating a vehicle or conveyance while taking it. Under the influence of alcohol, for purposes of this exclusion, means intoxicated, as defined by the motor vehicle laws of the state in which the "bodily injury" occurred;

(11) The "participant's" intoxication. The "participant" is conclusively deemed to be intoxicated if the level in their blood exceeds the amount at which a person is presumed, under the law of the locale in which the accident occurred, to be under the influence of alcohol if operating a motor vehicle, regardless of whether the "participant" is in fact operating a motor vehicle, when the "bodily injury" occurs. An autopsy report from a licensed medical examiner, law enforcement officer's report, or similar items will be considered proof of the "participant's" intoxication;

(12) An "occurrence" if the participant is the operator of a motor vehicle and does not possess a valid motor vehicle operator's license, unless the "participant" holds a valid learners permit and is receiving instruction from a driver's education instructor;

(13) Aggravation, during a "covered program", of an injury the "participant" suffered before participating in that "covered program" unless we receive a written medical release from the "participant's" Physician;

(14) A cardiovascular, event or stroke resulting, directly and independently of all other causes, from exertion, as verified by a Physician, while the "participant" participates in a "covered program";

Includes Copyrighted Material of the Insurance Services Office, Inc., with its permission.

(15) Medical or surgical treatment, diagnostic procedure, administration of anesthesia unless it occurs during treatment of a "bodily injury" that occurs during a "covered program";

(16) Services or treatment rendered by any person who is:

a. Employed or retained by you;

b. Living in the "participant's household;

c. An immediate family member of either the "participant" or their Spouse or Domestic Partner; or

d. The "participant".

(17) Cosmetic surgery, except for reconstructive surgery needed as the result of a covered "bodily injury";

(18) Any elective or routine treatment, surgery, health treatment, or examination, including any service, treatment of supplies that: (a) are deemed by us to be experimental or investigational; and (b) are not recognized and generally accepted medical practice in the United States;

(19) Examination or prescriptions for, or purchase, repair or replacement of, eyeglasses, contact lenses, hearing aids, wheelchairs, braces, appliances, orthopedic braces, or orthotic devices;

(20) Treatment in any Veteran's Administration, Federal, or state facility, unless there is a legal obligation to pay;

(21) Services or treatment provided by persons who do not normally charge for their services, unless there is a legal obligation to pay;

(22) Rest cures or custodial care;

(23) Repair or replacement of existing dentures, partial dentures, braces or bridgework;

(24) Treatment of injuries that result over a period of time (such as blisters, tennis elbow, etc.), and that are a normal, foreseeable result of participation in the "covered program";

(25) Treatment of HIV/AIDS, meaning Human Immunodeficiency Virus or Acquired Immune Deficiency Syndrome or AIDS Related Complex (ARC) regardless of the means by which it was acquired;

(26) Repair or replacement of existing artificial limbs, eyes and larynx;

(27) Treatment of Hernia of any kind. Hernia means a rupture or protrusion of an organ or part through connective tissues or through a wall of a cavity in which it is normally enclosed;

(28) Treatment of a "bodily injury" resulting from a condition that the "participant" knew existed on the date of an "occurrence", unless we have received a written medical release from the "participant's" Physician; or

(29) Treatment of an injury resulting from or contributed to by frostbite, fainting or seizures, or heatstroke or heat exhaustion.

C. Limits of Insurance

1. SECTION III – LIMITS OF INSURANCE, 2. is deleted and replaced with the following:

2. The General Aggregate Limit shown in the Declarations is the most we will pay for the sum of:

a. Damages under **Coverage A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operation hazard";

b. Damages under **Coverage B**;

c. Medical expenses under **Coverage C**;

d. Damages under **Coverage – Liability to Participants**; and

e. Medical expenses under **Coverage E – Medical Payments for Participants**.

3. Subject to **2.** above, the Medical Payments for "Participants" Limit shown in the Declarations is the most we will pay under **Coverage E – Medical Payments for Participants** for all medical expenses because of "bodily injury" sustained by any one "participant".

Includes Copyrighted Material of the Insurance Services Office, Inc., with its permission.

D. Conditions

With respect to **COVERAGE E** only, the following is added to **SECTION IV – COMMERCIAL GENER AL LIABILITY CONDITIONS, 4. Other insurance, b. Excess Insurance (1)**;

This insurance is excess over:

(c) That is any arrangement, whether individually purchased or incident to employment or membership in an association or other group, which provides benefits or services for healthcare, dental care, disability benefits or repatriations of remains. This includes group, blanket, franchise, family or individual:
- **(i)** insurance policies;
- **(ii)** subscriber contracts;
- **(iii)** uninsured agreements or arrangements;
- **(iv)** coverage provided through Health Maintenance Organizations, Preferred Providers Organizations and other prepayment, group practices and individual practice plans;
- **(v)** medical benefits provided under automobile ”fault” and “no-fault” type contracts; and
- **(vi)** medical benefits provided by any governmental plan or coverage or other benefit law, except:
  - **1.** a state sponsored Medicaid plan; or
  - **2.** a plan or law providing benefits only in excess of any private or nongovernmental plan.

E. Deductible

Our obligation under **COVERAGE E – MEDICAL PAYMENTS FOR PARTICIPANTS** to pay medical expenses on your behalf applies only to the amount of expenses in excess of any deductible amount stated in the Declarations. The deductible amount will apply to all medical expenses we pay to any one “participant” as the result of any one “occurrence”.

Covered medical expenses paid or payable under any other insurance policy or plan:

(“X” the applicable box below):

☐ will reduce the deductible amount; or
☐ will not reduce the deductible amount.

F. Definitions

For the purposes of this endorsement only, the following definitions are added:

1. “Covered program” means any event which:
- **a.** Was specifically submitted to us as a scheduled event or activity at the inception of this policy;
- **b.** Is usual and customary to your business activities and events; and
- **c.** Has been specifically endorsed onto this policy.

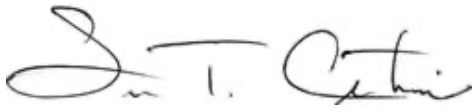
2. “Participant” means:
- **a.** Any person attending a “covered program”;
- **b.** Any volunteer worker acting at the direction of and within the scope of their duties for you; and
- **c.** Any officers and directors acting at the direction of and within the scope of their duties for you.

Includes Copyrighted Material of the Insurance Services Office, Inc., with its permission.

3. “Reasonable expenses” means the average amount charged by most providers for treatment, service, or supplies in the geographic area where the treatment, service, or supplies is provided and are medically necessary.

4. Deductible means the amount of Medically Necessary covered expenses that must be paid by the participant before benefits will become payable under this policy. A separate deductible shall apply to each “occurrence”.

All other terms and conditions of the policy remain the same.



Authorized Representative

Includes Copyrighted Material of the Insurance Services Office, Inc., with its permission.

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)
Scheduled event locations that are reported to the insurance company for which the associated Primary and Noncontributory premium has been paid for by the Certificate Holder.
If no entry appears above, this endorsement applies to all Additional Insureds covered under this policy.

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

 © Insurance Services Office, Inc., 2012