

Coverholder at **LLOYD'S**

POLICY NUMBER: 22B06410

This insurance is effected on behalf of:

Subscribed Members of O2 Program Management Inc., Athletic Association  
123 West NYE Lane, Suite 129  
Carson City, NV 89706

Provided For:

**GENERAL LIABILITY INSURANCE**

**As per attached terms and conditions**

By:

CERTAIN UNDERWRITERS AT LLOYD'S OF LONDON  
One Lime Street  
London  
EC3M 7HA  
United Kingdom

**ALL CLAIMS TO BE REPORTED IMMEDIATELY TO O2 PROGRAMME MANAGEMENT INC.**

This insurance contract is issued pursuant to the Nevada insurance laws by an insurer neither licensed by nor under the supervision of the Division of Insurance of the Department of Business and Industry of the State of Nevada. If the insurer is found insolvent, a claim under this contract is not covered by the Nevada Insurance Guaranty Association Act.

## **LLOYD'S PRIVACY POLICY STATEMENT**

### **UNDERWRITERS AT LLOYD'S, LONDON**

The Certain Underwriters at Lloyd's, London want you to know how we protect the confidentiality of your non-public personal information. We want you to know how and why we use and disclose the information that we have about you. The following describes our policies and practices for securing the privacy of our current and former customers.

#### **INFORMATION WE COLLECT**

The non-public personal information that we collect about you includes, but is not limited to:

- Information contained in applications or other forms that you submit to us, such as name, address, and social security number.
- Information about your transactions with our affiliates or other third-parties, such as balances and payment history.
- Information we receive from a consumer-reporting agency, such as creditworthiness or credit history.

#### **INFORMATION WE DISCLOSE**

We disclose the information that we have when it is necessary to provide our products and services. We may also disclose information when the law requires or permits us to do so.

#### **CONFIDENTIALITY AND SECURITY**

Only our employees and others who need the information to service your account have access to your personal information. We have measures in place to secure our paper files and computer systems.

#### **RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION**

**You have a right to request access to or correction of your personal information that is in our possession.**

#### **CONTACTING US**

If you have any questions about this privacy notice or would like to learn more about how we protect your privacy, please contact the agent or broker who handled this insurance. We can provide a more detailed statement of our privacy practices upon request.

**This Declarations Page is attached to and forms part of the Policy provisions.**

**Policy No. 22B06410-3044**

## **Renewal of Policy No.**

**Authority Ref. No.**

**COMMERCIAL GENERAL LIABILITY DECLARATIONS – OCCURRENCE (DEFENSE WITHIN LIMITS)**

**PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE AND MAY COMPLETELY EXHAUST THE LIMITS OF INSURANCE. DEFENSE EXPENSES WILL ALSO BE APPLIED AGAINST ANY APPLICABLE DEDUCTIBLE.**

**ITEM 1. NAMED INSURED:** William S. Hart Baseball & Softball League, Inc.

**ADDRESS:** 23780 Auto Center Court, Santa Clarita, CA 91355

**ITEM 2. POLICY PERIOD:** January 1st, 2026 to: January 1st, 2027

both days at 12:01 A.M. local standard time at the address shown in Item 1. above.

**ITEM 3. LIMITS OF INSURANCE (INCLUDING DEFENSE EXPENSES):**

## Commercial General Liability

General Aggregate Limit	\$3,000,000	
Products-Completed Operations Aggregate Limit	\$1,000,000	
Personal and Advertising Injury Limit	\$1,000,000	Any One Person or Organization
Each Occurrence Limit	\$1,000,000	
Damage to Premises Rented to You Limit	\$300,000	Any One Premises
Medical Expense Limit	EXCLUDED	Any One Person
Liquor Liability	EXCLUDED	Each Common Cause
	EXCLUDED	Aggregate

**ITEM 4. DEDUCTIBLE (INCLUDING DEFENSE EXPENSES): \$1,000**

### Per Occurrence

**ITEM 5. BUSINESS DESCRIPTION:** While participating in the following Policyholder supervised and sponsored activities:  
Baseball (League and/or Club), Softball (League and/or Club)

**ITEM 6 FORM OF BUSINESS:**

<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership or Joint Venture	<input type="checkbox"/> Limited Liability Company (LLC)
<input type="checkbox"/> Trust	<input checked="" type="checkbox"/> Organization other than a Partnership, Joint Venture, or LLC	

**ITEM 7. CLASSIFICATION AND PREMIUM SCHEDULE:** See attached Classification and Premium Schedule.

**ITEM 8: LOCATION OF PREMISES YOU OWN, RENT, OR OCCUPY:** See attached Schedule of Locations.

**ITEM 9. FORMS ATTACHED AT ISSUANCE:** See attached Forms Schedule.

**ITEM 10. NOTIFICATION OF CLAIMS/INCIDENTS TO: O2 Sports, Insurance, Inc.**

102 W Service Rd #151

Champlain NY 12919

Email: [info@o2sportsinsurance.com](mailto:info@o2sportsinsurance.com)

**ITEM 11. INSURER:** Certain Underwriters at Lloyd's, London, under contract number B1743ONEST2316047.

In return for the payment of premium, in reliance upon all statements made and information contained in all applications, warranty forms, and other forms completed by or on behalf of the Named Insured to obtain this insurance, and subject to all terms of this Policy, the insurer agrees with you to provide the insurance stated in this Policy.

This Declarations, together with the Common Policy Conditions, Coverage Form(s), and any Endorsements, complete this Policy. In addition, all applications, warranty forms, and other forms completed by or on behalf of the Named Insured to obtain this insurance are deemed attached to and form a part of this Policy.

The premium for this Policy 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, the insurer will compute the premium in accordance with its rates and rules then in effect.

**Dated:** November 25th, 2025

**O2 Sports Insurance, Inc.**

By: *Kandace Kalin*  
Authorized Representative

## FORMS SCHEDULE (DEFENSE WITHIN LIMITS)

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The forms listed below are attached to, and form part of, the Policy.

<b>Form Number</b>	<b>Form Title/Description</b>
O2 GLDEC 03 03 24	Commercial General Liability Declarations – Occurrence (Defense Within Limits)
O2 00 01 02 23	Lloyd's Privacy Policy Statement
O2 00 12 03 24	Forms Schedule (Defense Within Limits)
O2 00 03 02 23	Schedule Of Locations
O2 GL 01 02 23	Classification And Premium Schedule
IL 00 17 11 98	Common Policy Conditions
02 GL 00 03 24	Commercial General Liability Coverage Form (Defense Within Limits)
02 LL 00 03 24	Liquor Liability Coverage Form (Defense Within Limits)
O2 IMDEC 02 23	Sports & Recreation Commercial Articles Coverage Part Declarations
O2 IM 01 02 23	Schedule Of Commercial Articles
O2 IM CX 02 23	Commercial Inland Marine Conditions
O2 IM 02 23	Sports & Recreation Commercial Articles Coverage Form
CG 20 01 04 13	Primary And Non-Contributory – Other Insurance Condition
CG 20 10 04 13	Additional Insured – Owners, Lessees, Or Contractors – Scheduled Person Or Organization
CG 20 12 04 13	Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits or Authorizations
CG 20 26 04 13	Additional Insured – Designated Person Or Organization
CG 20 28 04 13	Additional Insured – Lessor Of Leased Equipment
O2 GL 02 03 24	Additional Insured – Managers And Lessors
CG 21 06 05 14	Exclusion – Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability – With Limited Bodily Injury Exception
CG 21 17 07 98	Exclusion – Movement Of Buildings Or Structures
CG 21 35 10 01	Exclusion – Coverage C – Medical Payments
CG 21 39 10 93	Contractual Liability Limitation
02 GL 37 03 24	Intercompany Products Suits Exclusion
02 GL 38 03 24	Limitation Of Coverage To Designated Premises, Project, Or Operations
CG 21 46 07 98	Abuse Or Molestation Exclusion
CG 21 47 12 07	Employment-Related Practices Exclusion
CG 21 53 01 96	Exclusion – Designated Ongoing Operations
CG 21 55 09 99	Total Pollution Exclusion With A Hostile Fire Exception

## FORMS SCHEDULE (DEFENSE WITHIN LIMITS)

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Form Number	Form Title/Description
CG 21 67 12 04	Fungi Or Bacteria Exclusion
CG 21 90 01 06	Exclusion Of Terrorism
CG 21 96 03 05	Silica Or Silica-Related Dust Exclusion
CG 22 51 07 98	Exclusion – Law Enforcement Activities
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement
O2 GL 03 02 23	Absolute Asbestos Exclusion
O2 GL 04 02 23	Absolute Cyber Incident, Data Breach, And Electronic Data Loss Exclusion
O2 GL 05 02 23	Amusement Devices Exclusion
O2 GL 07 02 23	Assault And Battery Exclusion
O2 GL 08 02 23	Collapse Of Temporary Structures Exclusion
O2 GL 09 02 23	Contractors And Subcontractors Exclusion
O2 GL 10 02 23	Cross Suits Exclusion
O2 00 09 02 23	Economic and Trade Sanctions Exclusion
O2 GL 11 02 23	Entertainment Industry Exclusion As To Personal And Advertising Injury Liability
O2 GL 12 02 23	Fireworks, Explosives, Pyrotechnic Devices, Or Incendiary Devices Exclusion
O2 GL 14 02 23	Infectious Or Communicable Disease Exclusion
O2 GL 15 02 23	Professional Services Exclusion
O2 GL 16 02 23	Selected Activities Exclusion
O2 GL 17 02 23	Stunts Exclusion
O2 GL 18 02 23	Total Lead Exclusion
O2 GL 20 02 23	Defined Concussion Coverage – Claims-Made
24 O2 GL 23 02	Hired Auto And Non-Owned Auto Liability (Defense Within Limits)
23 O2 GL 40 03	Limited Sexual Abuse Coverage
24 O2 GL 27 02	Participant Liability And Participant Expenses Coverage (Defense Within Limits)
23 O2 GL 41 03	Covered Events And Hazard Class
24 O2 GL 29 02	Deductible Liability Insurance
23 O2 GL 30 02	Claim (Incident) Notification & Reporting
23 O2 GL 31 03	Knowledge Of Occurrence Amendatory
24 O2 00 05 02	Non-Stacking Of Limits
23 O2 00 06 02	U.S. Terrorism Risk Insurance Act of 2002 (as amended) Not Purchased Clause
	Service Of Suit Clause (U.S.A.)

## FORMS SCHEDULE (DEFENSE WITHIN LIMITS)

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Form Number	Form Title/Description
O2 00 07 02 23	Applicable Law (U.S.A.)
O2 00 08 02 23	Minimum Earned Premium
CG 24 04 05 09	Waiver Of Transfer Of Rights Of Recovery Against Others To Us
IL P 001 01 04	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
O2 00 04 02 23	Policyholder Disclosure – Notice of Terrorism Insurance Coverage

## **SCHEDULE OF LOCATIONS**

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The following Schedule of Locations is attached to, and forms a part of, the Policy.

**LOCATION NUMBER**

**PHYSICAL ADDRESS**

*This Endorsement changes the Policy. Please read it carefully*

## CLASSIFICATION AND PREMIUM SCHEDULE

Item 7. **Classification and Premium** of the Commercial General Liability Declarations is amended to include the Schedule below.

### CLASSIFICATION AND PREMIUM SCHEDULE

LOCATION NUMBER	CLASSIFICATION	PREMIUM BASIS	RATE		PREMIUM
			FACTOR	EXPOSURE	
To be Endorsed	To be Endorsed	To be Endorsed	To be Endorsed	To be Endorsed	To be Endorsed
			Total Premium	\$	
			Surplus Lines Tax	\$	
			Stamp Fee	\$	
			Policy Fee	\$	
			Total Due	\$	

All other terms and conditions of the Policy remain unchanged.

## COMMON POLICY CONDITIONS

All Coverage Forms and 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.

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

## (DEFENSE WITHIN LIMITS)

**Defense Within Limits Notice:** This is a Defense Within Limits Coverage Form, meaning that "defense expenses" are included within, will reduce, and may completely exhaust the Limits of Insurance. If the Limits of Insurance are exhausted by the payment of "defense expenses", no further coverage is available under this Coverage Part. "Defense expenses" will also be applied against any applicable Deductible.

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

Throughout this Coverage Form, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this Coverage Part. 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 and "defense expenses" 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 "defense expenses", 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".
- f. "Defense expenses" are included within, will reduce, and may completely exhaust the Limits of Insurance.

## 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 has assumed liability in a contract or agreement. This exclusion does not apply to liability for "bodily injury" or "property damage":

- (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 after execution of the contract or agreement.

### 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".

### 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 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 **(2)** 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 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;
- (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 fulfill 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 and "defense expenses" 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 "defense expenses", 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.
- c. "Defense expenses" are included within, will reduce, and may completely exhaust the Limits of Insurance.

**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 "personal and advertising injury" 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".

**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 **15.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 or 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 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**

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. 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.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
4. 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 after the offer.
5. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the Limits of Insurance.

## SECTION II – WHO IS AN INSURED

### 1. If you are designated in the Declarations as:

- a. An individual, you and your spouse 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 (1)(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 90<sup>th</sup> 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 and "defense expenses" under Coverage **A**, except damages and "defense expenses" because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages and "defense expenses" under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages and "defense expenses" 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 damages and "defense expenses" 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 and "defense expenses" 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 and "defense expenses" 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 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 Coverage Part, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this Coverage Part 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. "Defense expenses" means:

- a. Reasonable and necessary defense fees, costs, and expenses charged by an attorney retained by us, or retained by an insured with our prior written consent, to defend a claim or "suit" against an insured;

- b. Court costs taxed against the insured in a "suit"; and

- c. Other reasonable and necessary fees, costs, and expenses resulting from the investigation, settlement, defense, and appeal of a claim or "suit" against an insured, if incurred by us or by an insured with our prior written consent.

"Defense expenses" does not include:

- a. Any insured's wages, salary, lost earnings, or other compensation or benefits; or

- b. Attorneys' fees or attorneys' expenses taxed against an insured.

- 6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws, or any other similar governing document.
- 8. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 9. "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 by you fulfilling the terms of the contract or agreement.
- 10. "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, roadbeds, 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.
- 11. "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".
- 12. "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".
- 13. "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, which are maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well servicing equipment.

However, "mobile equipment" does not include 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".

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

- 15. "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".
- 16. "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.
- 17. "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.

**18. "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.

**19. "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.

**20. "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.

**21. "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.

**22. "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.

**23. "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.

# LIQUOR LIABILITY COVERAGE FORM

## (DEFENSE WITHIN LIMITS)

**Defense Within Limits Notice:** This is a Defense Within Limits Coverage Form, meaning that "defense expenses" are included within, will reduce, and may completely exhaust the Limits of Insurance. If the Limits of Insurance are exhausted by the payment of "defense expenses", no further coverage is available under this Coverage Part. "Defense expenses" will also be applied against any applicable Deductible.

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

Throughout this Coverage Form, the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Coverage Part. 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 – LIQUOR LIABILITY COVERAGE

#### 1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies if liability for such "injury" is imposed on the insured by reason of the selling, serving, or furnishing of any alcoholic beverage. 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 "injury" to which this insurance does not apply. We may, at our discretion, investigate any "injury" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages and "defense expenses" 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 "defense expenses", judgments, or settlements.

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

b. This insurance applies to "injury" only if:

- (1) The "injury" occurs during the policy period in the "coverage territory"; and
- (2) 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 "injury" or claim, knew that the "injury" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "injury" occurred, then any continuation, change, or resumption of such "injury" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Injury" 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 "injury" or claim, includes any continuation, change, or resumption of that "injury" after the end of the policy period.
- d. "Injury" 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 "injury" or claim:
  - (1) Reports all, or any part, of the "injury" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "injury"; or
  - (3) Becomes aware by any other means that "injury" has occurred or has begun to occur.
- e. "Defense expenses" are included within, will reduce, and may completely exhaust the Limits of Insurance.

#### 2. Exclusions

This insurance does not apply to:

##### a. Expected Or Intended Injury

"Injury" 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. Workers' Compensation And Similar Laws

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

### **c. 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".

### **d. Liquor License Not In Effect**

"Injury" arising out of any alcoholic beverage sold, served, or furnished while any required license is not in effect.

### **e. Your Product**

"Injury" arising out of "your product". This exclusion does not apply to "injury" for which the insured or the insured's indemnitees 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.

### **f. Other Insurance**

Any "injury" with respect to which other insurance is afforded or would be afforded but for the exhaustion of the limits of insurance.

This exclusion does not apply if the other insurance responds to liability for "injury" imposed on the insured by reason of the selling, serving, or furnishing of any alcoholic beverage.

### **g. War**

"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.

### **SUPPLEMENTARY PAYMENTS**

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. 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.
2. 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.
3. 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 after the offer.
4. 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.
5. Expenses incurred by the insured for first aid administered to others at the time of an event to which this insurance applies.

These payments will not reduce the limits of insurance.

### **SECTION II – WHO IS AN INSURED**

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to 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 "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" is an insured for:
  - (1) "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), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
    - (b) To the spouse, child, parent, brother, or sister of that co-"employee" as a consequence of Paragraph (a) above; or
    - (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 (a) or (b) above.
  - (2) "Property damage" to property:
    - (a) Owned or occupied by; or
    - (b) Rented or loaned to;
      - that "employee", any of your other "employees", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).
  - b. Any person or organization having proper temporary custody of your property if you die, but only:
    - (1) With respect to liability arising out of the maintenance or use of that property; and
    - (2) Until your legal representative has been appointed.
  - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- 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 90<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
  - b. Coverage does not apply to "injury" that occurred 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 Aggregate Limit is the most we will pay for the sum of "injury" and "defense expenses" resulting from the selling, serving, or furnishing of alcoholic beverages.
3. Subject to the Aggregate Limit, the Each Common Cause Limit is the most we will pay for the sum of "defense expenses" and all "injury" sustained by one or more persons or organizations as the result of the selling, serving, or furnishing of any alcoholic beverage to 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 – LIQUOR 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 Injury, Claim Or Suit

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

- (1) How, when, and where the "injury" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any "injury".

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" 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 this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

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 b. below.

#### b. 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 Coverage Part, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this Coverage Part 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. "Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these at any time.

2. "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" 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" arises out of:
  - (1) Goods or products made or sold by you in the territory described in Paragraph a. above; or
  - (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;

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.

3. "Defense expenses" means:

- a. Reasonable and necessary defense fees, costs, and expenses charged by an attorney retained by us, or retained by an insured with our prior written consent, to defend a claim or "suit" against an insured;
- b. Court costs taxed against the insured in a "suit"; and
- c. Other reasonable and necessary fees, costs, and expenses resulting from the investigation, settlement, defense, and appeal of a claim or "suit" against an insured, if incurred by us or by an insured with our prior written consent.

"Defense expenses" does not include:

- a. Any insured's wages, salary, lost earnings, or other compensation or benefits; or
- b. Attorneys' fees or attorneys' expenses taxed against an insured.
4. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
5. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws, or any other similar governing document.
6. "Injury" means damages because of "bodily injury" and "property damage", including damages for care, loss of services or loss of support.
7. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
8. "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.

**9.** "Suit" means a civil proceeding in which damages because of "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.

**10.** "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.

**11.** "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.

**SPORTS & RECREATION COMMERCIAL ARTICLES COVERAGE PART DECLARATIONS**

**ITEM 1. NAMED INSURED:** William S. Hart Baseball & Softball League, Inc.  
**ADDRESS:** 23780 Auto Center Court, Santa Clarita, CA 91355

**ITEM 2. POLICY PERIOD:** January 1st, 2026 to: January 1st, 2027  
 both days at 12:01 A.M. local standard time at the address shown in Item 1. above.

**ITEM 3. LIMITS AND DEDUCTIBLES:**

Commercial Articles	Limit of Insurance	Deductible	Co-Insurance	Valuation
Owned Sports, Hospitality, Entertainment, and Leisure Equipment - Scheduled*		\$1,000		
Owned Sports, Hospitality, Entertainment, and Leisure Equipment - Unscheduled*		\$1,000		

\*All individual items or pieces of equipment that exceed \$5,000 in value must be individually scheduled.

**ITEM 4: PREMIUM FOR THIS COVERAGE PART:** On File with Company

**ITEM 5. FORMS ATTACHED TO THIS COVERAGE PART AT ISSUANCE:** See attached Forms Schedule.

**ITEM 6. INSURER:** Certain Underwriters at Lloyds, London

**ITEM 7. NOTIFICATION OF CLAIMS TO:** O2 Sports, Insurance, Inc.  
 102 W Service Rd #151  
 Champlain NY 12919  
 Email: [info@o2sportsinsurance.com](mailto:info@o2sportsinsurance.com)

**Dated:** November 25th, 2025

**O2 Sports Insurance, Inc.**

By: Kandace Kalin  
 Authorized Representative

*This Endorsement changes the Policy. Please read it carefully*

## **SCHEDULE OF COMMERCIAL ARTICLES**

The following Schedule is attached to, and forms a part of, the Sports & Recreation Commercial Articles Coverage Part.

### **Schedule of Commercial Articles (values exceeding \$5,000)**

<b>Ref. No.</b>	<b>Description</b>	<b>Limit of Insurance</b>
On File with Company	On File with Company	On File with Company

**All other terms and conditions of the Policy remain unchanged.**

# COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and the Additional Conditions in the Sports & Recreation Commercial Articles Coverage Form:

## LOSS CONDITIONS

### A. Abandonment

There can be no abandonment of any property to us.

### B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either party may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

### C. Duties In The Event Of Loss

You must see that the following are done in the event of loss of or damage to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage, including a description of the Covered Property involved.
3. As soon as possible, give us a description of how, when, and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
6. As often as may be reasonably required, permit us to:
  - a. inspect the property proving the loss or damage;
  - b. examine your books and records;
  - c. take samples of damaged and undamaged property for inspection, testing and analysis; and
  - d. make copies from your books and records.
7. If requested, permit us to examine any insured under oath, while not in the presence of any other insured and as we may reasonably require, about any matter relating to this insurance or the claim. Such examination may include an insured's books and records. In the event of an examination, an insured's answers must be signed.
8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
9. Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim.
10. Cooperate with us in the investigation or settlement of the claim.

### D. Insurance Under Two Or More Coverages

If two or more of this Policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

### E. Loss Payment

1. We will not pay you more than your financial interest in the Covered Property.
2. We may adjust losses with the owners of lost or damaged property, if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
3. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

4. We will pay for covered loss or damage within 30 days after we receive a sworn proof of loss, if you have complied with all terms of this Coverage Part and:
  - a. We have reached agreement with you on the amount of the loss; or
  - b. An appraisal award has been made.
5. We will not be liable for any part of a loss that has been paid or made good by others.

## F. Other Insurance

1. You may have other insurance that is subject to the same terms, conditions, and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the portion of covered loss or damage that exceeds the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

## G. Pair, Sets Or Parts

### 1. Pair Or Set

In case of loss or damage to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

### 2. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

## H. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and expenses to repair the recovered property, subject to the applicable Limit of Insurance.

## I. Reinstatement Of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

## J. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after a loss to impair them. But you may waive your rights against another party in writing:

1. Prior to loss of, or damage to, your Covered Property; or
2. After your Covered Property is lost or damaged, but only if, at the time of loss or damage, that party is one of the following:
  - a. Someone insured by this insurance; or
  - b. A business firm:
    - (1) Owned or controlled by you; or
    - (2) That owns or controls you.

This will not restrict your insurance.

## GENERAL CONDITIONS

### A. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment, or misrepresentation of a material fact by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. Any claim under this Coverage Part.

### B. Control Of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

### C. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all terms of this Coverage Part; and
2. The action is brought within 2 years after you first have direct knowledge of the loss or damage.

#### **D. No Benefit To Bailee**

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

#### **E. Policy Period, Coverage Territory**

Under this Coverage Part:

1. We cover loss or damage commencing:
  - a. During the policy period shown in the Declarations of this Coverage Part; and
  - b. Within the coverage territory.
2. The coverage territory is:
  - a. The United States of America (including its territories and possessions);
  - b. Puerto Rico; and
  - c. Canada.

#### **F. Valuation**

We will determine the value of your property based on one of the following valuation methods when designated to apply:

1. **Replacement Cost** (without deduction for depreciation)
  - a. We will not pay on a replacement cost basis for any loss or damage:
    - (1) Until the lost or damaged property is actually repaired or replaced; and
    - (2) Unless the repair or replacement is made within 2 years after the loss or damage.
  - b. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this optional coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.
  - c. We will not pay more for loss or damage on a replacement cost basis than the least of (1), (2) or (3) below, subject always to d. below:
    - (1) The Limit of Insurance applicable to the lost or damaged property;
    - (2) The cost to replace the lost or damaged property with other property:
      - (a) Of comparable material and quality; and
      - (b) Used for the same purpose; or
    - (3) The amount actually spent that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost described in c.(2) above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

- d. The cost of repair or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use, or repair of any property.

#### **2. Actual Cash Value**

- a. In the event of a partial or total loss to covered property, other than a building or structure, actual cash value is calculated as the lesser of the following:
  - (1) The amount it would cost to repair or replace the property, less a fair and reasonable deduction for physical depreciation based on the condition of the property at the time of loss; or
  - (2) The Limit of Insurance applicable to the property.

# SPORTS & RECREATION COMMERCIAL ARTICLES COVERAGE FORM

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

Throughout this Coverage Form, the words "you" and "your" refer to the Named Insured shown in the Declarations of this Coverage Part (hereinafter, "the Declarations"). The words "we", "us" and "our" refer to the company providing this insurance.

## A. Coverage

We will pay for direct physical loss of or damage to Covered Property from any Covered Cause of Loss.

### 1. Covered Property, as used in this Coverage Form, means:

- a. Your sports, hospitality, entertainment, and leisure equipment, and related accessories; and
- b. Similar property of others that is in your care, custody, or control and for which you are legally liable.

### 2. Property Not Covered

Covered Property does not include:

- a. contraband, or property in the course of illegal transportation or trade.
- b. any aircraft, motor vehicle, semi-trailer, or watercraft, except trailers, golf carts, utility vehicles (including gator utility vehicles), Zamboni ice resurfacing machines, pedal boats, non-motorized boats, kayaks, and lawn tractors.
- c. Accounts; bills; currency or money; food stamps; evidences of debt; notes; or securities. Lottery tickets held for sale are not securities.
- d. Animals.
- e. Automobiles held for sale.
- f. Foundations of buildings, structures, machinery, or boilers if their foundations are below:
  - (1) The lowest basement floor; or
  - (2) The surface of the ground if there is no basement.

- g. Land (including land on which the property is located), water, growing crops, or lawns (other than lawns which are part of a vegetated roof).
- h. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance.
- i. Retaining walls that are not part of a building.
- j. Underground pipes, flues, or drains.
- k. Electronic data. Electronic data means information, facts, or computer 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 repositories of computer software which are used with electronically controlled equipment. The term computer programs, as used in the foregoing description of electronic data, means a set of related electronic instructions which (a) direct the operations and functions of a computer or device connected to it and (b) enable the computer or device to receive, process, store, retrieve or send data.
- o. Valuable papers and records, including those which exist as electronic data. Valuable papers and records include, but are not limited to, proprietary information, books of account, deeds, manuscripts, abstracts, drawings, and card index systems.

### 3. Covered Cause Of Loss

Covered Cause of Loss means any cause of direct physical loss of, or damage to, Covered Property except those excluded causes of loss listed in Section B. Exclusions of this Coverage Form.

#### 4. Additional Coverage – Abrupt Collapse

The Additional Coverage provided under this section applies only to an Abrupt Collapse as described and limited in paragraphs **a.** through **c.** below.

**a.** For the purpose of this Additional Coverage,

Abrupt Collapse means an abrupt falling down or caving in of a building, or any part of a building, with the result that the building, or part of the building, cannot be occupied for its intended purpose.

**b.** We will pay for direct physical loss of or damage to Covered Property caused by Abrupt Collapse of a building, or any part of a building, that contains such Covered Property, if such Abrupt Collapse is caused by one or more of the following:

- (1)** Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to the Abrupt Collapse;
- (2)** Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to the Abrupt Collapse;
- (3)** Use of defective material or methods in construction, remodeling, or renovation if the Abrupt Collapse occurs during the course of the construction, remodeling, or renovation;
- (4)** Use of defective material or methods in construction, remodeling, or renovation if the Abrupt Collapse occurs after the construction, remodeling, or renovation is complete, but only if the Abrupt Collapse is caused in part by:
  - (a)** A cause of loss listed in paragraph **b.(1)** or **b.(2)** above;
  - (b)** One or more of the following causes of loss: fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; breakage of building glass; falling objects; weight of snow, ice, or sleet; water damage; earthquake; all only as insured against in this Coverage Form;
  - (c)** Weight of people or personal property; or
  - (d)** Weight of rain that collects on a roof.

**c.** This Additional Coverage will not increase the Limits of Insurance shown in the Declarations.

#### B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following, regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage:

**a. Governmental Action**

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by, or resulting from, acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

**b. Nuclear Hazard**

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this Coverage Form.

**c. War And Military Action**

- (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.

**d. Water**

- (1)** Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2)** Mudslide or mudflow;
- (3)** Water that backs up or overflows from a sewer, drain, or sump; or
- (4)** Water under the ground surface pressing on, or flowing or seeping through:
  - (a)** Foundations, walls, floors, or paved surfaces;
  - (b)** Basements, whether paved or not; or

(c) Doors, windows, or other openings.

But if water, as described in **d.(1)** through **d.(4)** above, results in fire, explosion, or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion, or sprinkler leakage.

**e. Earth Movement**

- (1) Earthquake, including any earth sinking, rising, or shifting related to such event;
- (2) Landslide, including any earth sinking, rising, or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;
- (4) Earth sinking (other than sinkhole collapse), rising, or shifting, including soil conditions which cause settling, cracking, or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil, and the action of water under the ground surface.

But if earth movement, as described in **e.(1)** through **e.(4)** above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (5) Volcanic eruption, explosion, or effusion. But if volcanic eruption, explosion, or effusion results in fire, building glass breakage, or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage, or Volcanic Action.

Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust, or particulate matter; or
- (c) Lava flow.

Volcanic Action does not include the cost to remove ash, dust, or particulate matter that does not cause direct physical loss or damage to the described property.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Exclusions **B.1.a.** through **B.1.e.** apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not pay for loss or damage caused by or resulting from any of the following:

- a. Delay, loss of use, loss of market, or any other consequential loss.
- b. Any dishonest or criminal act, including theft, committed by:

- (1) You or any of your partners, employees (including temporary employees and leased workers), officers, directors, trustees, or authorized representatives;

- (2) A manager or a member if you are a limited liability company; or

- (3) Anyone else with an interest in the property, or their employees (including temporary employees and leased workers) or authorized representatives;

whether acting alone or in collusion with each other or with any other party.

This exclusion applies whether or not an act occurs during your normal hours of operation.

This exclusion does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives.

- c. Voluntary parting with any property by you or anyone entrusted with the property, if induced to do so by any fraudulent scheme, trick, device, or false pretense.

- d. Unauthorized instructions to transfer property to any person or place.

- e. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

- f. Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.

- g. (1) Wear and tear;

- (2) Rust or other corrosion, decay, deterioration, hidden or latent defect, or any quality in property that causes it to damage or destroy itself;

- (3) Smog;

- (4) Settling, cracking, shrinking or expansion;

- (5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents, or other animals; or
- (6) The following causes of loss to property:
  - (a) Dampness or dryness of atmosphere;
  - (b) Changes in or extremes of temperature; or
  - (c) Marring or scratching.
- h. Explosion of steam boilers, steam pipes, steam engines, or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines, or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
- i. Theft by any person (except carriers for hire) to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion applies whether or not an act occurs during your normal hours of operation.

- j. Theft from an unattended vehicle unless at the time of theft its windows, doors, and compartments were closed and locked, and there are visible signs that the theft was the result of forced entry.

This exclusion does not apply to property in the custody of a carrier for hire.

3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.

- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.
- b. Acts or decisions, including the failure to act or decide, of any person, group, organization, or governmental body.
- c. Faulty, inadequate, or defective:

- (1) Planning, zoning, development, surveying, siting;
- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- (3) Materials used in repair, construction, renovation, or remodeling; or
- (4) Maintenance;

of part or all of any property, wherever located.

- d. Collapse, including any of the following conditions of property or any part of the property:
  - (1) An abrupt falling down or caving in;
  - (2) Loss of structural integrity, including separation of parts of the property, or property in danger of falling down or caving in; or
  - (3) Any cracking, bulging, sagging, bending, leaning, settling, shrinking, or expansion as such condition relates to Paragraph d.(1) or d.(2) above.

This Exclusion d. does not apply to the coverage provided under Section **A.4. Additional Coverage – Abrupt Collapse** of this Coverage Form, or to collapse caused by one or more of the following: fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; breakage of building glass; falling objects; weight of snow, ice, or sleet; water damage; earthquake; weight of people or personal property; or weight of rain that collects on a roof.

## C. Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit Of Insurance shown in the Declarations.

## D. Deductible

We will not pay for loss or damage in any one occurrence until the amount of the adjusted loss or damage, before applying the applicable Limit of Insurance, exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted loss or damage that exceeds the Deductible, up to the applicable Limit of Insurance.

## E. Additional Conditions

The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

## **1. Coinsurance**

If a Coinsurance percentage is shown in the Declarations, the following condition applies to all items that are covered but not individually listed and described.

We will not pay the full amount of any loss if the value of the Covered Property (except property in transit) at the time of loss multiplied by the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the Covered Property.

Instead, we will determine the most we will pay using the following steps:

- a.** Multiply the value of the Covered Property (except property in transit) at the time of loss by the Coinsurance percentage shown for it in the Declarations;
- b.** Divide the Limit of Insurance for the Covered Property by the figure determined in Step **a.**;
- c.** Multiply the total amount of loss, before the application of any Deductible, by the figure determined in Step **b.**; and
- d.** Subtract the Deductible from the figure determined in Step **c.**

We will pay the amount determined in Step **d.** or the Limit of Insurance for the Covered Property, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

## **2. Additional Acquired Property**

If, during the policy period, you acquire additional property of a type already covered by this Coverage Form, we will cover such property for up to 30 days, but not beyond the end of the policy period. The most we will pay for loss of, or damage to, such property is the lesser of:

- a.** 25% of the total Limit of Insurance shown in the Declarations for that type of property; or
- b.** \$10,000.

You must report such property within 30 days from the date you acquire it, and you must pay any additional premium due. If you do not report such property, coverage for such property will automatically cease 30 days after the date the property is acquired or at the end of the policy period, whichever occurs first.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
On File with Company	On File with Company

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

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or**

- 2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.**

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

<b>State Or Governmental Agency Or Subdivision Or Political Subdivision:</b>
On File with Company
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

On File with Company

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

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

On File with Company

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

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## ADDITIONAL INSURED – MANAGERS AND LESSORS

This Endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

**Designation Of Premises (Part Leased To You):**

On File with Company

**Name Of Person(s) Or Organization(s) (Additional Insured):**

On File with Company

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

1. **SECTION II. WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the above Schedule, but only with respect to such additional insured's liability arising out of your actual or alleged negligent acts, errors, or omissions in the ownership, maintenance, or use of that part of the premises leased, licensed, or otherwise available to you and designated in the above Schedule, and subject to the conditions and exclusions set forth below.
2. The insurance provided to the additional insured(s) shown in the above Schedule is limited as follows:
  - a. Coverage only applies to the extent permitted by law;
  - b. Coverage is excess over any other insurance available to the additional insured(s);
  - c. If coverage for any additional insured(s) is required by a contract or agreement, the insurance we provide will not be broader than that which you are required by the contract or agreement to provide to such additional insured(s); and
  - d. If coverage for any additional insured(s) is required by a contract or agreement, we will not pay more than the amount of insurance required by the contract or agreement or the amount of insurance available under the applicable Limit of Insurance of this Policy, whichever is less.
3. The insurance provided to the additional insured(s) shown in the above Schedule does not apply to any claim, loss, cost, expense, or liability based upon, attributable to, arising out of, resulting from, caused by, contributed to by, related to, connected with, or in any way involving, logically or causally, directly or indirectly, actually or allegedly, in whole or in part:
  - a. Any "occurrence" which takes place prior to your lease, license, or occupancy of the premises designated in the above Schedule;
  - b. Any "occurrence" which takes place after you cease to be a tenant in the premises designated in the above Schedule;
  - c. Any structural alterations, construction, demolition, maintenance, or other operations performed by or on behalf of the additional insured(s); or
  - d. Any acts, errors, or omissions of the additional insured(s), or of any person or entity acting under the direction or control of the additional insured(s).

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – WITH LIMITED BODILY INJURY EXCEPTION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**A. Exclusion 2.p. of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

#### **2. Exclusions**

This insurance does not apply to:

##### **p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to 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.

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

#### **2. Exclusions**

This insurance does not apply to:

##### **Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – MOVEMENT OF BUILDINGS OR STRUCTURES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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 and occurring during the course of the movement of any building or structure by an "auto" or "mobile equipment". The period of movement:

1. Begins when the building or structure is removed from its old foundation; and
2. Ends when the unloading of the vehicle begins for the purpose of placing the building or structure on its new foundation.

**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 FORM

### **SCHEDULE**

**Description And Location Of Premises Or Classification:**

23780 Auto Center Court, Santa Clarita, CA 91355

(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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONTRACTUAL LIABILITY LIMITATION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The definition of "insured contract" in the DEFINITIONS Section is replaced by the following:

"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.

*This Endorsement changes the Policy. Please read it carefully*

## **INTERCOMPANY PRODUCTS SUITS EXCLUSION**

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The following exclusion is added to the Policy:

This insurance does not apply to any claim brought by or on behalf of any Named Insured covered by this Policy against another Named Insured covered by this Policy because of "bodily injury" or "property damage" arising out of "your products" and included within the "products-completed operations hazard".

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**All other terms and conditions of the Policy remain unchanged.**

## **LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT, OR OPERATIONS**

This Endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

#### **SCHEDULE**

**Premises:**

23780 Auto Center Court, Santa Clarita, CA 91355

**Project or Operations:**

In consideration of the premium charged, it is understood and agreed that:

A. Paragraph 1.b. under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, is deleted in its entirety and replaced by the following:

b. This insurance applies to “bodily injury” and “property damage” caused by an “occurrence” that takes place in the “coverage territory” only if:

(1) The “bodily injury” or “property damage”:

(a) Occurs on the premises shown in the above Schedule or the grounds and structures appurtenant to those premises; or

(b) Arises out of the operations shown in the above Schedule;

(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.

B. Paragraph 1.b. under **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, is deleted in its entirety and replaced by the following:

b. This insurance applies to “personal and advertising injury” caused by an offense committed in the “coverage territory” only if:

(1) The offense arises out of your business:

(a) Performed on the premises shown in the above Schedule; or

(b) In connection with the project or operations shown in the above Schedule; and

(2) The offense was committed during the policy period.

However, with respect to Paragraph 1.b.(1)(a) of this Insuring Agreement, if the “personal and advertising injury” is caused by:

(1) False arrest, detention, or imprisonment; or

(2) 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;

**All other terms and conditions of the Policy remain unchanged.**

then such offense must arise out of your business performed on the premises shown in the above Schedule, and the offense must have been committed on the premises shown in the above Schedule or the grounds and structures appurtenant to those premises.

C. Paragraph 1.a. under **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, is deleted in its entirety and replaced by the following:

- a. We will pay medical expenses as described below for “bodily injury” caused by an accident that takes place in the “coverage territory” if the “bodily injury”:
  - (1) Occurs on the premises shown in the above Schedule or the grounds and structures appurtenant to those premises; or
  - (2) Arises out of the project or operations shown in the above Schedule;  
provided that:
    - (a) The accident takes place 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.

**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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

This insurance does not apply to:

"Bodily injury" to:

(1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or
- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

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

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

This insurance does not apply to:

"Personal and advertising injury" to:

(1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or
- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

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

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – DESIGNATED ONGOING OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### **SCHEDULE**

#### **Description of Designated Ongoing Operation(s):**

All operations related to facility or field ownership, operations, and/or maintenance; all tournaments, camps, and showcases with guest participants / non-dues paying members; all events and activities that are not organized, sponsored, sanctioned, and/or supervised by you; any activity or sport type not applied for; professional or collegiate sports teams, leagues, camps, practices, tournaments, and/or competitive play; virtual activities; vehicles that seat more than 12 passengers.

#### **Specified Location (If Applicable):**

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

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

This insurance does not apply to "bodily injury" or "property damage" arising out of the ongoing operations described in the Schedule of this endorsement, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

Unless a "location" is specified in the Schedule, this exclusion applies regardless of where such operations are conducted by you or on your behalf. If a specific "location" is designated in the Schedule of this endorsement, this exclusion applies only to the described ongoing operations conducted at that "location".

For the purpose of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TOTAL POLLUTION EXCLUSION WITH A HOSTILE FIRE EXCEPTION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Exclusion f. under Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

**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 or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **FUNGI OR BACTERIA EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**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:

**Fungi Or Bacteria**

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

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

**B. 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:

**Fungi Or Bacteria**

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

**C. The following definition is added to the Definitions Section:**

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION OF TERRORISM**

This endorsement modifies insurance provided under the following:

ALL COVERAGE FORMS AND COVERAGE PARTS OF THIS 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

5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or
  - b. Protracted and obvious physical disfigurement; or
  - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **B.5.** or **B.6.** are exceeded.

With respect to this Exclusion, Paragraphs **B.5.** and **B.6.** describe the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this Exclusion will apply to that incident. When the Exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Part or Policy.

In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any injury or damage" that is otherwise excluded under this Coverage Part or Policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SILICA OR SILICA-RELATED DUST EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**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:

**Silica Or Silica-Related Dust**

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

**B. 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:

**Silica Or Silica-Related Dust**

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

**C. The following definitions are added to the Definitions Section:**

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – LAW ENFORCEMENT ACTIVITIES**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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 any act or omission resulting from law enforcement activities of your police department or any of your other law enforcement agencies, including their agents or "employees".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

### **(Broad Form)**

This endorsement modifies insurance provided under the following:

#### **ALL COVERAGE FORMS AND COVERAGE PARTS OF THIS POLICY**

**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.

**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.

## **ABSOLUTE ASBESTOS EXCLUSION**

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The following exclusion is added to the Policy:

Notwithstanding any other provision of this Policy, this Policy does not apply to "bodily injury", "property damage", "personal and advertising injury", or any loss, cost, expense, fine, penalty, or liability whatsoever, based upon, arising out of, resulting from, caused by, contributed to by, related to, connected with, or in any way involving, logically or causally, directly or indirectly, actually or allegedly, in whole or in part, "asbestos", including, but not limited to:

1. the manufacture, sale, distribution, handling, use, installation, removal, abatement, containment, storage, transportation, or disposal of "asbestos"; or
2. the existence, presence, emanation, emission, transmission, release, inhalation, ingestion, or absorption of, contact with, or exposure to, "asbestos", whether actual, alleged, threatened, or suspected; or
3. any request, demand, or order that any insured or others investigate, test for, monitor, clean up, remove, contain, remediate, treat, detoxify, neutralize, or in any way respond to, or assess the extent or effects of, "asbestos"; or
4. the supervision of, or failure to supervise, any testing for, or investigation, monitoring, clean up, removal, abatement, containment, remediation, treatment, detoxification, neutralization, or disposal of, "asbestos"; or
5. the provision of, or failure to provide, any instruction, warning, advice, recommendation, request, or warranty or representation, whether express or implied, regarding the existence or presence of, testing for, or investigation, monitoring, clean up, removal, abatement, containment, remediation, treatment, detoxification, neutralization, or disposal of, "asbestos".

This exclusion applies regardless of whether any other cause, event, defect or negligence in design, construction, or materials, or conduct contributed concurrently or in any sequence with "asbestos" in causing injury or damage.

For the avoidance of doubt, the Company has no obligation or liability under this Policy to investigate, defend, settle, pay any sums (including defense costs, settlements, or judgments), or perform any acts or services for, or in connection with, any claim or proceeding to which the above exclusion applies.

As used in this Endorsement, "asbestos" means the mineral asbestos in any form, asbestos fibers, asbestos dust, and asbestos products. "Asbestos" also includes asbestos that is:

1. contained within, on, or blended or incorporated into, any product, goods, or materials; or
2. contained within or on any part of any building, structure, building material or product, or other real or personal property.

## **ABSOLUTE CYBER INCIDENT, DATA BREACH, AND ELECTRONIC DATA LOSS EXCLUSION**

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This Endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

- 1. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, paragraph p. Electronic Data,** is deleted in its entirety.
- 2. The following exclusion is added to Paragraph 2. Exclusions of SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This insurance does not apply to “bodily injury”, “property damage”, or any loss, cost, expense, or liability of any nature whatsoever, based upon, arising out of, resulting from, caused by, contributed to by, related to, connected with, or in any way involving, logically or causally, directly or indirectly, actually or allegedly, in whole or in part, any “cyber act”, “cyber incident”, or “data breach”, including, but not limited to, any action taken in controlling, preventing, suppressing, or remediating any “cyber act”, “cyber incident”, or “data breach”.

- 3. The following exclusion is added to Paragraph 2. Exclusions of SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY:**

This insurance does not apply to “personal and advertising injury”, or any loss, cost, expense, or liability of any nature whatsoever, based upon, arising out of, resulting from, caused by, contributed to by, related to, connected with, or in any way involving, logically or causally, directly or indirectly, actually or allegedly, in whole or in part, any “cyber act”, “cyber incident”, or “data breach”, including, but not limited to, any action taken in controlling, preventing, suppressing, or remediating any “cyber act”, “cyber incident”, or “data breach”.

- 4. As used in this Endorsement:**

- “Computer system” means any computer, hardware, software, firmware, communications system, electronic device (including, but not limited to, smartphones, laptops, tablets, wearable devices, and/or any device that is connected to and controlled by the internet), server, cloud, or microcontroller, and any associated input and output devices, networking equipment, off-line “electronic data” storage facility, or electronic backup equipment that is owned or operated by an insured or any other party.
- “Cyber act” means any unauthorized, malicious, or criminal act, or a series of related unauthorized, malicious, or criminal acts, whether actual or threatened, involving access to, or the processing, use, or operation of, any “computer system”.
- “Cyber incident” means:
  - any error or omission, or a series of related errors or omissions, involving access to, or the processing, use, or operation of, any “computer system”; or
  - any partial or total unavailability of, or failure to access, process, use, or operate, any “computer system”.
- “Data breach” means:
  - the theft, loss, or unauthorized or unlawful access to, or acquisition, use, or disclosure of, any person’s or organization’s confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit or payment card information, health or medical information, biometric data, or any other type of non-public information as a direct result of a “cyber act” or “cyber incident”; or
  - the violation of any statute, regulation, common law, or any other law regulating or protecting access to, or the collection, use, or disclosure of, any non-public confidential or personal information in the form of “electronic data”.
- “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 that are used with electronically controlled equipment.

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**All other terms and conditions of the Policy remain unchanged.**

## **AMUSEMENT DEVICES EXCLUSION**

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This Endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

This insurance does not apply to “bodily injury” or “property damage” based upon, arising out of, resulting from, caused by, contributed to by, related to, connected with, or in any way involving, logically or causally, directly or indirectly, actually or allegedly, in whole or in part, any “amusement device”.

2. The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

This insurance does not apply to “personal and advertising injury” based upon, arising out of, resulting from, caused by, contributed to by, related to, connected with, or in any way involving, logically or causally, directly or indirectly, actually or allegedly, in whole or in part, any “amusement device”.

3. As used in this Endorsement, “amusement device” means a mechanically operated ride which a person rides in or on.

## **ASSAULT AND BATTERY EXCLUSION**

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This Endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

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

This insurance does not apply to “bodily injury” or “property damage” based upon, arising out of, resulting from, caused by, contributed to by, related to, connected with, or in any way involving, logically or causally, directly or indirectly, actually or allegedly, in whole or in part, any assault and/or battery, including, but not limited to, any negligent act, error, or omission in connection with the prevention or suppression of such assault and/or battery.

2. The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

This insurance does not apply to “personal and advertising injury” based upon, arising out of, resulting from, caused by, contributed to by, related to, connected with, or in any way involving, logically or causally, directly or indirectly, actually or allegedly, in whole or in part, any assault and/or battery, including, but not limited to, any negligent act, error, or omission in connection with the prevention or suppression of such assault and/or battery.

## **COLLAPSE OF TEMPORARY STRUCTURES EXCLUSION**

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This Endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

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

This insurance does not apply to “bodily injury” or “property damage” based upon, arising out of, resulting from, caused by, contributed to by, related to, connected with, or in any way involving, logically or causally, directly or indirectly, actually or allegedly, in whole or in part, the collapse of any “temporary structure” at an “event”.

2. As used in this Endorsement:

- a. “Event” means any concert, exhibition, fair, sporting contest, social gathering, or other similar activity conducted, produced, promoted, or sponsored by any insured.
- b. “Temporary structure” means any grandstand, tent, bleacher, stage, or other structure that is erected for a limited period specifically for an “event”.

## **CONTRACTORS AND SUBCONTRACTORS EXCLUSION**

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This Endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

- 1. SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, paragraph I. **Damage to Your Work**, is deleted in its entirety and replaced with the following:

#### **I. 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”.

2. The following exclusion is added to the Policy and supersedes any provision in the Policy to the contrary:

This insurance does not apply to “bodily injury”, “property damage”, “personal and advertising injury”, or any loss, cost, expense, or liability of any nature whatsoever, based upon, arising out of, resulting from, caused by, contributed to by, related to, connected with, or in any way involving, logically or causally, directly or indirectly, actually or allegedly, in whole or in part, any work performed by any contractor or subcontractor, whether working directly or indirectly on your behalf, or whether hired by or on behalf of any insured, including any act or omission in connection with the general supervision of such work.

*This Endorsement changes the Policy. Please read it carefully*

## **CROSS SUITS EXCLUSION**

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The following exclusion is added to the Policy:

This Policy does not apply to any claim, proceeding, or allegation asserted, initiated, or brought by or on behalf of one Named Insured or additional Named Insured covered by this Policy against another Named Insured or additional Named Insured covered by this Policy.

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**All other terms and conditions of the Policy remain unchanged.**

*This Endorsement changes the Policy. Please read it carefully*

## **ECONOMIC AND TRADE SANCTIONS EXCLUSION**

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The following exclusion is added to the Policy:

This Policy does not apply, and we shall have no obligation to make any payment or provide any benefit under this Policy, to the extent that providing such insurance, payment, or benefit would violate any U.S. economic or trade sanctions or embargoes, or any applicable economic or trade sanctions law or regulation, including, but not limited to, any sanctions, embargoes, laws, and regulations administered and enforced by the US Treasury Department's Office of Foreign Assets Control.

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**All other terms and conditions of the Policy remain unchanged.**

*This Endorsement changes the Policy. Please read it carefully*

## **ENTERTAINMENT INDUSTRY EXCLUSION AS TO PERSONAL AND ADVERTISING INJURY LIABILITY**

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This Endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The following exclusion is added to Paragraph **2. Exclusions** of **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

This insurance does not apply to “personal and advertising injury” based upon, arising out of, resulting from, caused by, contributed to by, related to, connected with, or in any way involving, logically or causally, directly or indirectly, actually or allegedly, in whole or in part:

1. the development, creation, pre-production, production, postproduction, distribution, exploitation, writing, broadcasting, airing, performing, or exhibition of any film, television, cable or radio program, podcast, stage play, video or audio cassette, music, sheet music, computer program, or book, or any other content, material, or properties similar to any of the foregoing; or
2. any advertising or broadcasting activities.

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**All other terms and conditions of the Policy remain unchanged.**

## **FIREWORKS, EXPLOSIVES, PYROTECHNIC DEVICES, OR INCENDIARY DEVICES EXCLUSION**

This Endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

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

This insurance does not apply to “bodily injury” or “property damage” based upon, arising out of, resulting from, caused by, contributed to by, related to, connected with, or in any way involving, logically or causally, directly or indirectly, actually or allegedly, in whole or in part, any fireworks, explosive, pyrotechnic device, or incendiary device.

2. The following exclusion is added to Paragraph **2. Exclusions of SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY:**

This insurance does not apply to “personal and advertising injury” based upon, arising out of, resulting from, caused by, contributed to by, related to, connected with, or in any way involving, logically or causally, directly or indirectly, actually or allegedly, in whole or in part, any fireworks, explosive, pyrotechnic device, or incendiary device.

## **INFECTIOUS OR COMMUNICABLE DISEASE EXCLUSION**

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This Endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

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

This insurance does not apply to “bodily injury”, “property damage”, or any loss, cost, expense, or liability of any nature whatsoever, based upon, arising out of, resulting from, caused by, contributed to by, related to, connected with, or in any way involving, logically or causally, directly or indirectly, in whole or in part:

- a.** the actual or alleged transmission of any “infectious or communicable disease”, including any claim, request, demand, or order to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to, or assess the effects of, any “infectious or communicable disease”;
- b.** any negligence or wrongdoing of any insured in the supervising, hiring, employing, training, or monitoring of any person who may be infected with or spreading an “infectious or communicable disease”;
- c.** the failure to prevent the spread of an “infectious or communicable disease”; or
- d.** the failure to report an “infectious or communicable disease” to proper authorities.

**2. The following exclusion is added to Paragraph 2. Exclusions of SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY:**

This insurance does not apply to “personal and advertising injury”, or any loss, cost, expense, or liability of any nature whatsoever, based upon, arising out of, resulting from, caused by, contributed to by, related to, connected with, or in any way involving, logically or causally, directly or indirectly, in whole or in part:

- a.** the actual or alleged transmission of any “infectious or communicable disease”, including any claim, request, demand, or order to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to, or assess the effects of, any “infectious or communicable disease”;
- b.** any negligence or wrongdoing in the supervising, hiring, employing, training, or monitoring of any person who may be infected with or spreading an “infectious or communicable disease”;
- c.** the failure to prevent the spread of an “infectious or communicable disease”; or
- d.** the failure to report an “infectious or communicable disease” to proper authorities.

**3. As used in this Endorsement, “infectious or communicable disease” means an illness, disease, or contamination caused by an infectious agent or substance, or its by-products, that occurs through the direct or indirect transmission of the infectious agent or substance, or its by-products, from an infected human or animal host, an organism, or the inanimate environment to a human or animal host. “Infectious or communicable disease” includes, but is not limited to, Acquired Immune Deficiency Syndrome (AIDS); Ebola; Escherichia coli (E. coli); Hepatitis, Human Immunodeficiency Virus (HIV); Influenza (including, but not limited to, all strains and mutations of avian, human or swine flu); Measles; Methicillin-resistant Staphylococcus Aureus (MRSA); Salmonellosis; Severe Acute Respiratory Syndrome (SARS); Sexually Transmitted Diseases (STDs); Transmissible Spongiform Encephalopathy (TSE), including Bovine Spongiform Encephalopathy (BSE, also known as “mad cow disease”); Tuberculosis; and West Nile Virus.**

## **PROFESSIONAL SERVICES EXCLUSION**

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This Endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

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

This insurance does not apply to “bodily injury” or “property damage” based upon, arising out of, resulting from, caused by, contributed to by, related to, connected with, or in any way involving, logically or causally, directly or indirectly, in whole or in part, the actual or alleged rendering of or failure to render “professional services” by or on behalf of an insured.

2. The following exclusion is added to Paragraph 2. **Exclusions** of **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

This insurance does not apply to “personal and advertising injury” based upon, arising out of, resulting from, caused by, contributed to by, related to, connected with, or in any way involving, logically or causally, directly or indirectly, in whole or in part, the actual or alleged rendering of or failure to render “professional services” by or on behalf of an insured.

3. As used in this Endorsement, “professional services” means services requiring specialized skill, training, license, and/or certification.

## **SELECTED ACTIVITIES EXCLUSION**

This Endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

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

This insurance does not apply to “bodily injury”, “property damage”, or any other loss, cost, expense, or liability whatsoever, based upon, arising out of, resulting from, caused by, contributed to by, related to, connected with, or in any way involving, logically or causally, directly or indirectly, actually or allegedly, in whole or in part, any “selected activity”, or any practice for or preparation in any “selected activity”.

2. The following exclusion is added to Paragraph 2. **Exclusions of SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY:**

This insurance does not apply to “personal and advertising injury”, or any other loss, cost, expense, or liability whatsoever, based upon, arising out of, resulting from, caused by, contributed to by, related to, connected with, or in any way involving, logically or causally, directly or indirectly, actually or allegedly, in whole or in part, any “selected activity”, or any practice for or preparation in any “selected activity”.

3. As used in this Endorsement, “selected activity” means any activity listed below with an X indicated to the left of it, which is performed with the knowledge or consent of any insured, any additional insured, or concessionaires using any premises owned, operated, or maintained by you.

<input checked="" type="checkbox"/>	Boating	<input checked="" type="checkbox"/>	Parkour
<input checked="" type="checkbox"/>	Bungee Jumping	<input checked="" type="checkbox"/>	Pep Rallies
<input checked="" type="checkbox"/>	Cheerleading Pyramids over 2 ½ persons high & cheerleading activities using trampolines and springboards	<input checked="" type="checkbox"/>	Petting Zoos
<input checked="" type="checkbox"/>	Freestyle Skiing	<input checked="" type="checkbox"/>	Racetrack Risks
<input checked="" type="checkbox"/>	Free Running	<input checked="" type="checkbox"/>	Racing or Speed Contests involving Aircraft
<input checked="" type="checkbox"/>	Hang Gliding	<input checked="" type="checkbox"/>	Racing or Speed Contests involving Autos
<input checked="" type="checkbox"/>	Hot Air Balloon Rides	<input checked="" type="checkbox"/>	Racing or Speed Contests involving Watercraft
<input checked="" type="checkbox"/>	Inflatables	<input checked="" type="checkbox"/>	Rock Wall Climbing
<input checked="" type="checkbox"/>	Licensed Daycare/Preschool Operations	<input checked="" type="checkbox"/>	Rodeos
<input checked="" type="checkbox"/>	Luge	<input checked="" type="checkbox"/>	Saddle Animals
<input checked="" type="checkbox"/>	Mechanical Bulls	<input checked="" type="checkbox"/>	Saddle Animal Rides
<input checked="" type="checkbox"/>	Mechanical Rides	<input checked="" type="checkbox"/>	Skateboarding
<input checked="" type="checkbox"/>	Motorsports	<input checked="" type="checkbox"/>	Ski Jumping
<input checked="" type="checkbox"/>	Open Water Activities	<input checked="" type="checkbox"/>	Snowmobiling
<input checked="" type="checkbox"/>	Overnight Clinics/Camps	<input checked="" type="checkbox"/>	Tobogganing
<input checked="" type="checkbox"/>	Paintball	<input checked="" type="checkbox"/>	Trampolines over 46" in Diameter
<input checked="" type="checkbox"/>	Parachuting	<input checked="" type="checkbox"/>	Tug of War
<input checked="" type="checkbox"/>	Parades – Riding on Floats or Motorized Devices	<input checked="" type="checkbox"/>	Velcro Jumps
<input checked="" type="checkbox"/>	Parasailing		

**All other terms and conditions of the Policy remain unchanged.**

## **STUNTS EXCLUSION**

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This Endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

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

This insurance does not apply to “bodily injury” or “property damage” based upon, arising out of, resulting from, caused by, contributed to by, related to, connected with, or in any way involving, logically or causally, directly or indirectly, actually or allegedly, in whole or in part, any “stunt”, or any practice for or preparation in any “stunt”.

2. As used in this Endorsement, “stunt” means any feat or activity requiring one or more of the following:
  - a. special strength or skill; or
  - b. special equipment or device; or
  - c. daring.

## **TOTAL LEAD EXCLUSION**

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This Endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

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

This insurance does not apply to “bodily injury”, “property damage”, or any other loss, cost, expense, or liability whatsoever, based upon, arising out of, resulting from, caused by, contributed to by, related to, connected with, or in any way involving, logically or causally, directly or indirectly, actually or allegedly, in whole or in part, the presence, handling, ingestion, inhalation, or absorption of, or exposure to, lead in any form, or products containing lead.

2. The following exclusion is added to Paragraph 2. **Exclusions of SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY:**

This insurance does not apply to “personal and advertising injury”, or any other loss, cost, expense, or liability whatsoever, based upon, arising out of, resulting from, caused by, contributed to by, related to, connected with, or in any way involving, logically or causally, directly or indirectly, actually or allegedly, in whole or in part the presence, handling, ingestion, inhalation, or absorption of, or exposure to, lead in any form, or products containing lead.

## **DEFINED CONCUSSION COVERAGE – CLAIMS-MADE**

This Endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

#### **SCHEDULE**

Coverage:	Defined Concussion Coverage – Claims-Made		
Limit of Insurance:	\$1,000,000	Each Claim	\$1,000,000 Aggregate
Deductible:	\$1,000 Each Claim		
Retroactive Date:	January 1st, 2026		
Premium:	Included		
<b>This Coverage is provided only if Limits of Insurance and Premium are shown above.</b>			

Solely with respect to the coverage provided by this Endorsement, the Commercial General Liability Coverage Form is amended as follows:

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

This insurance does not apply to any claim, damages, loss, cost, expense, or liability whatsoever based upon, arising out of, resulting from, caused by, contributed to by, related to, connected with, or in any way involving, logically or causally, directly or indirectly, actually or allegedly, in whole or in part, any "head or neurological injury" sustained by any "participant" while trying out, practicing, or training for, or instructing, officiating, overseeing, or participating in, any "event".

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

### **DEFINED CONCUSSION COVERAGE – CLAIMS-MADE**

#### **A. Insuring Agreement**

1. We will pay those sums that an insured becomes legally obligated to pay as damages because of a "claim" for a "head or neurological injury" sustained by a "participant", but only if:
  - a. the "head or neurological injury" is sustained by a "participant" while trying out, practicing, or training for, or instructing, officiating, overseeing, or participating in, any "event";
  - b. the "head or neurological injury" takes place on or after the Retroactive Date, if any, shown in the Schedule of this Endorsement and before the end of the policy period; and
  - c. the "claim" is first made against the insured, in accordance with Paragraph A.6. below, during the policy period or the Extended Reporting Period, if provided.
2. We will have the right and duty to defend an insured against any "claim" to which this Defined Concussion Coverage applies. However, we will have no duty to defend an insured against any "claim" to which this Defined Concussion Coverage does not apply.
3. "Defense expenses" incurred in defending any "claim" will be part of, and not in addition to, the Limits of Insurance shown in the above Schedule.
4. The coverage afforded under SECTION I. SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of the Commercial General Liability Coverage Form will extend to this Defined Concussion Coverage, except it is understood and agreed that all supplementary payments made in connection with this Defined Concussion Coverage are included within, and will reduce, the Limits of Insurance shown in the above Schedule.

**All other terms and conditions of the Policy remain unchanged.**

5. We may, at our discretion, investigate and settle any "claim", but:
  - a. the amount we will pay for damages, judgments, settlements, "defense expenses", and supplementary payments is limited, as described in Section **III.** and Section **IV.** of this Endorsement; and
  - b. the coverage provided by this Endorsement and our right and duty to defend will end when we have used up the Limits of Insurance shown in the above Schedule in the payment of damages, judgments, settlements, "defense expenses", or supplementary payments, or any combination thereof.
6. A "claim" will be deemed to have been first made when notice of such "claim" is first received by any insured.

## **B. Exclusions**

This Defined Concussion Coverage does not apply to:

1. any person who:
  - a. caused or knowingly allowed any "head or neurological injury"; or
  - b. intentionally failed to comply with any applicable law, ordinance, or regulation that requires the reporting of a "head or neurological injury" after having knowledge of the "head or neurological injury".
2. any criminal proceeding or investigation.
3. any "head or neurological injury" of which any insured had knowledge prior to the effective date of this Endorsement.
4. any liability of others assumed by any insured under any contract or agreement, either oral or written.
5. any "claim" made against an insured by another insured.

## **III. The following is added to SECTION III – LIMITS OF INSURANCE:**

### **DEFINED CONCUSSION COVERAGE LIMITS OF INSURANCE**

- A.** The Limits of Insurance shown in the Schedule of this Endorsement and the rules below fix the most we will pay under this Defined Concussion Coverage, regardless of the number of:
  1. insureds;
  2. "claims" made; or
  3. persons or organizations making "claims".
- B.** The Aggregate Limit of Insurance shown in the Schedule of this Endorsement is the most we will pay under this Defined Concussion Coverage for the sum of all damages, "defense expenses", and supplementary payments arising from all "claims" first made during the policy period.
- C.** Subject to paragraph **B.** above, the Each Claim Limit of Insurance shown in the Schedule of this Endorsement is the most we will pay under this Defined Concussion Coverage for the sum of all damages, "defense expenses", and supplementary payments arising from each "claim" first made during the policy period.
- D.** All "claims" for damages because of the same "head or neurological injury" or "interrelated head or neurological injuries" will be treated as a single "claim" and will be deemed to have been first made when the first of such "claims" is first made against any insured, regardless of the number of "claims" subsequently made. Further, "interrelated head or neurological injuries" will be treated as a single "head or neurological injury" and will be deemed to have taken place when the first such "head or neurological injury" took place. A single Each Claim Limit of Insurance will apply to any "claim", or the total of all "claims", arising from the same "head or neurological injury" or "interrelated head or neurological injuries", regardless of the number of claimants.
- E.** The Limits of Insurance shown in the Schedule of this Endorsement are included within, and are a sublimit of, the General Aggregate Limit, as shown in the Declarations and as described in Paragraph **2.** of **SECTION III – LIMITS OF INSURANCE** of the Commercial General Liability Coverage Form. Any damages, "defense expenses", or supplementary payments we pay under this Defined Concussion Coverage will reduce such General Aggregate Limit.
- F.** The Limits of Insurance shown in the Schedule of this Endorsement 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 to be part of the last preceding period for purposes of determining the Limits of Insurance.

**All other terms and conditions of the Policy remain unchanged.**

**IV. The following Deductible provisions are added and apply solely to this Defined Concussion Coverage:**

**DEFINED CONCUSSION COVERAGE DEDUCTIBLE**

The Deductible amount shown in the Schedule of this Endorsement applies to damages, "defense expenses", and supplementary payments arising out of each "claim" under this Defined Concussion Coverage. We will not be obligated to pay damages, "defense expenses", or supplementary payments under this Defined Concussion Coverage until the amount of damages, "defense expenses", and/or supplementary payments incurred in a "claim" exceeds the Deductible. We will then pay damages, "defense expenses", and supplementary payments that exceed the Deductible, up to the applicable Limits of Insurance.

**V. The following definitions are added to **SECTION V – DEFINITIONS** and apply solely to this Defined Concussion Coverage:**

As used in this Endorsement, whether in singular or plural form:

**A. "Claim" means:**

1. a written demand for damages made against any insured;
2. a civil proceeding commenced against any insured by the service of a complaint or similar pleading in which damages are alleged; or
3. an arbitration, mediation, or other similar alternative dispute resolution proceeding, or a demand for same, in which damages are alleged.

"Claim" does not include any criminal proceeding or investigation.

**B. "Defense expenses" means:**

1. reasonable and necessary fees, costs, and expenses approved by us and charged by an attorney retained with our express written authority to defend a "claim"; and
2. other reasonable and necessary fees, costs, and expenses approved at our sole discretion resulting from the investigation, adjustment, defense, or appeal of a "claim".

"Defense expenses" do not include:

1. salaries, loss of earnings, or reimbursement for an insured's time or attendance required at any investigation, defense, or appearance; or
2. other remuneration by or to any insured.

**C. "Event" means any sport, game, practice, tryout, athletic contest, tournament, or exhibition that you sponsor, organize, host, or schedule.**

**D. "Head or neurological injury" means any head, brain, neck, spine, neurological, or nervous system impact, injury, illness, symptom, trauma, disease, syndrome, disorder, dysfunction, or condition, of any type, nature, or kind, including, but not limited to, any cognitive injury or disorder, memory loss, anxiety, depression, mood disorder, sleeplessness or sleep disorder, lack of impulse control or impulse control disorder, headaches, concussion or sub- concussion, dementia, Alzheimer's disease, Parkinson's disease, amyotrophic lateral sclerosis (ALS), or chronic traumatic encephalopathy (CTE).**

**E. "Interrelated head or neurological injuries" means more than one "head or neurological injury" sustained by the same "participant".**

**F. "Participant" means any player, athlete, coach, manager, trainer, team worker, referee, official, or scorekeeper who is taking part in any "event".**

## **HIRED AUTO AND NON-OWNED AUTO LIABILITY (DEFENSE WITHIN LIMITS)**

This Endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

#### **SCHEDULE**

Coverage:	Hired Auto and Non-Owned Auto Liability Insurance	
Limit of Insurance:	\$ 1,000,000	Per Occurrence
Premium:	Included	

**This Coverage is provided only if a Limit of Insurance and Premium are shown above.**

Solely with respect to the coverage provided by this Endorsement, the Commercial General Liability Coverage Form is amended as follows:

#### **A. HIRED AUTO LIABILITY**

The insurance provided under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, applies to “bodily injury” or “property damage” arising out of the maintenance or use of a “hired auto” by you or your “employee” in the course of your business.

#### **B. NON-OWNED AUTO LIABILITY**

The insurance provided under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, applies to “bodily injury” or “property damage” arising out of the use of a “non-owned auto” by any person in the course of your business.

C. It is understood and agreed that exclusions **c., g., h., j., k., l., m., and n.** of Paragraph **2. Exclusions** of **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, do not apply to the coverage provided by this Endorsement.

D. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, paragraph **e. Employer’s Liability**, is deleted in its entirety and replaced with the following.

#### **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:

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

This exclusion does not apply to:

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

**All other terms and conditions of the Policy remain unchanged.**

**E. The following exclusions are added to Paragraph 2. Exclusions of SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

The Hired Auto Liability and Non-Owned Auto Liability Insurance provided by this Endorsement does not apply to:

1. "Property damage" to:
  - a. Property owned or being transported by, or rented or loaned to, any insured; or
  - b. Property in the care, custody, or control of any insured.
2. "Bodily injury" to any "participant" while being transported to any place.
3. "Property damage" arising out of and in the course of transportation of any "participant" to any place.

**F. SECTION II – WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

**SECTION II – WHO IS AN INSURED**

Each of the following is an insured under the Hired Auto Liability and Non-Owned Auto Liability Insurance provided by this Endorsement:

1. You.
2. Any person using a "hired auto" with your permission.
3. Solely with respect to a "non-owned auto", any partner or "executive officer" of yours, but only while such "non-owned auto" is being used in your business.
4. Any other person or organization, but only for their liability because of acts or omissions of an insured under paragraph 1., 2. or 3. above.

None of the following is an insured under the Hired Auto Liability and Non-Owned Auto Liability Insurance provided by this Endorsement:

1. Any person engaged in the business of his or her employer is not an insured for "bodily injury" sustained by such person's co-employee in the course of employment.
2. Any partner or "executive officer" of yours is not an insured with respect to any "auto" owned by such partner or "executive officer" or any "auto" owned by a member of his or her household.
3. Any person while employed by, or otherwise performing duties relating to or in connection with, an "auto business" other than an "auto business" that you operate.
4. The owner or lessee (of whom you are a sub-lessee) of a "hired auto", or any agent of, or person employed by, such owner or lessee.
5. The owner of a "non-owned auto", or any agent of, or person employed by, such owner.
6. Any person or organization with respect to the conduct of any current or past entity that is not shown as a Named Insured in the Declarations.
7. Any person or organization while transporting any "participant" to any place.

**G. SECTION III – LIMITS OF INSURANCE** is amended as follows:

1. Paragraph 1. is amended by the addition of the following as sub-paragraph d.:
  - d. "Hired autos", "non-owned autos", premiums paid, or vehicles involved.
2. The following paragraph is added:

The Hired Auto and Non-Owned Auto Liability Insurance Limit of Insurance shown in the Schedule of this Endorsement is the most we will pay under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for the sum of damages and "defense expenses" because of all "bodily injury" and "property damage" arising out of any one "occurrence" caused by the maintenance or use of a "hired auto", or the use of a "non-owned auto." The Hired Auto and Non-Owned Auto Liability Insurance Limit of Insurance shown in the Schedule of this Endorsement is a sublimit of, and will reduce, the General Aggregate Limit and the Each Occurrence Limit, both as shown in the Declarations and as described in **SECTION III – LIMITS OF INSURANCE**, paragraphs 2. and 5.,

**All other terms and conditions of the Policy remain unchanged.**

respectively, of the Commercial General Liability Coverage Form. Our right and duty to defend under the Hired Auto and Non-Owned Auto Liability Insurance will end when the Limit of Insurance shown in the Schedule of this Endorsement has been exhausted.

**H. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance**, is deleted in its entirety and replaced with the following:

**4. Other Insurance**

If other valid and collectible insurance is available to an insured for a loss we cover under Hired Auto and Non-Owned Auto Liability Insurance, then this insurance is excess over any primary insurance covering the “hired auto” or “non-owned auto”, and we will have no duty to defend an insured against any claim or “suit” if any other insurer has a duty to defend the insured against that claim or “suit”. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against all other insurers.

**I. SECTION V – DEFINITIONS** is amended as follows:

**1. Paragraph 9. “Insured Contract”** is deleted in its entirety and replaced with the following:

“Insured contract” means that part of any contract or agreement that you enter into as part of your business, and which pertains to the rental or lease of an “auto” by you or your “employee”. However, such contract will not be considered an “insured contract” if it obligates you or your “employee” to pay for “property damage” to any “auto” rented to, or leased by, you or your “employee”.

**2. The following definitions are added and apply solely to the Hired Auto Liability and Non-Owned Auto Liability Insurance provided by this Endorsement:**

- a. “Auto business”** means the business or occupation of selling, repairing, servicing, storing, or parking “autos”.
- b. “Hired auto”** means any “auto” you lease, hire, rent, or borrow. However, “hired auto” does not include any “auto” you lease, hire, rent, or borrow from any “employee”, partner, or “executive officer” of yours, or from any member of his or her household.
- c. “Non-owned auto”** means any “auto” that you do not own, lease, hire, rent, or borrow and that is used in connection with your business. “Non-owned auto” includes any “auto” owned by any “employee”, partner, or “executive officer” of yours, or by any member of his or her household, but only while the “auto” is used in your business or your personal affairs.
- d. “Participant”** means any player, athlete, coach, manager, trainer, team worker, referee, official, or scorekeeper who is taking part in any sport, game, practice, tryout, athletic contest, tournament, or exhibition that you sponsor, organize, host, or schedule.

## **LIMITED SEXUAL ABUSE COVERAGE**

This Endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

#### **SCHEDULE**

Coverage:	Limited Sexual Abuse Coverage		
Limits of Insurance:	\$1,000,000	Each Incident	\$1,000,000 Aggregate
Premium:	Included		

**This Coverage is provided only if Limits of Insurance and a Premium are shown above.**

Solely with respect to the coverage provided by this Endorsement, the Commercial General Liability Coverage Form is amended as follows:

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

This insurance does not apply to “bodily injury” or “property damage” based upon, arising out of, resulting from, caused by, contributed to by, related to, connected with, or in any way involving, logically or causally, directly or indirectly, actually or allegedly, in whole or in part:

- a. any “sexual abuse” by anyone of any person while in the care, custody, or control of an insured;
- b. the negligent employment, investigation, supervision, or retention of a person whom any insured is or ever was legally responsible and whose conduct would be excluded by paragraph a. above; or
- c. the negligent reporting to the proper authorities of, or failure to so report, a person whom any insured is or ever was legally responsible and whose conduct would be excluded by paragraph a. above.

**II. The following exclusion is added to Paragraph 2. Exclusions of SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY:**

This insurance does not apply to “personal and advertising injury” based upon, arising out of, resulting from, caused by, contributed to by, related to, connected with, or in any way involving, logically or causally, directly or indirectly, actually or allegedly, in whole or in part:

- a. any “sexual abuse” by anyone of any person while in the care, custody, or control of an insured;
- b. the negligent employment, investigation, supervision, or retention of a person whom any insured is or ever was legally responsible and whose conduct would be excluded by paragraph a. above; or
- c. the negligent reporting to the proper authorities of, or failure to so report, a person whom any insured is or ever was legally responsible and whose conduct would be excluded by paragraph a. above.

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

### **LIMITED SEXUAL ABUSE COVERAGE**

#### **A. Insuring Agreement**

1. We will pay those sums that an insured becomes legally obligated to pay as damages because of “bodily injury” arising out of negligence by any insured in the employment, investigation, training, supervision, or retention of an “employee” who perpetrates “sexual abuse” against another person on or after the effective date of this Endorsement and before the expiration of the policy period.

**All other terms and conditions of the Policy remain unchanged.**

2. We will have the right and duty to defend an insured against any claim or "suit" to which this Limited Sexual Abuse Coverage applies. However, we will have no duty to defend an insured against any claim or "suit" to which this Limited Sexual Abuse Coverage does not apply.
3. "Defense expenses" incurred in defending any claim or "suit" will be part of, and not in addition to, the Limits of Insurance shown in the Schedule of this Endorsement.
4. The coverage afforded under **SECTION I. SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of the Commercial General Liability Coverage Form will extend to this Limited Sexual Abuse Coverage, except it is understood and agreed that all supplementary payments made in connection with this Limited Sexual Abuse Coverage are included within, and will reduce, the Limits of Insurance shown in the Schedule of this Endorsement.
5. We have the right to make any investigation we deem necessary, including, without limitation, any investigation with respect to coverage for any act of "sexual abuse", or any claim or "suit" that may result, but:
  - a. the amount we will pay for damages, judgments, settlements, "defense expenses", and supplementary payments is limited, as described in Section **IV.** of this Endorsement; and
  - b. the coverage provided by this Endorsement and our right and duty to defend will end when we have used up the Limits of Insurance shown in the Schedule of this Endorsement in the payment of damages, judgments, settlements, "defense expenses", or supplementary payments, or any combination thereof.

## **B. Exclusions**

This Limited Sexual Abuse Coverage does not apply to:

1. any person who:
  - a. committed, participated or assisted in, directed, or knowingly allowed "sexual abuse"; or
  - b. intentionally failed to comply with any applicable law, ordinance, or regulation that requires the reporting of "sexual abuse" after having knowledge of the "sexual abuse".
2. any criminal proceeding or investigation.
3. punitive, exemplary, or multiplied damages, or any fine, sanction, or penalty of any nature whatsoever.
4. any "sexual abuse", or a series of related acts of "sexual abuse", that began before the effective date of this Endorsement.
5. any claim or "suit" involving "sexual abuse" committed by an "employee", if, prior to the date of the "sexual abuse" giving rise to such claim or "suit", any insured was aware of any prior allegation or complaint of "sexual abuse" made against that same "employee".
6. any liability of others assumed by any insured under any contract or agreement, either oral or written.
7. any claim or "suit" brought by or on behalf of an insured against another insured.
8. any actual or alleged "sexual abuse" perpetrated by an "employee" against any insured.
9. "sexual abuse" that is covered under any employment-related practices liability insurance, or that would have been covered but for exhaustion of the limit of liability of such insurance.
10. any obligation of any insured under a workers' compensation, disability benefits, or unemployment compensation law, or any similar law.
11. "bodily injury" arising from any actual or alleged violation of any person's civil rights.

## **IV. The following is added to SECTION III – LIMITS OF INSURANCE:**

### **LIMITED SEXUAL ABUSE COVERAGE LIMITS OF INSURANCE**

- A. The Limits of Insurance shown in the Schedule of this Endorsement and the rules below fix the most we will pay under this Limited Sexual Abuse Coverage.
- B. The Aggregate Limit of Insurance shown in the Schedule of this Endorsement is the most we will pay under this Limited Sexual Abuse Coverage for the sum of all damages, judgments, settlements, "defense expenses", and supplementary payments arising from all incidents of "sexual abuse", regardless of the number of insureds, claims made or "suits" brought, persons injured, or persons or organizations making claims or bringing "suits".

**All other terms and conditions of the Policy remain unchanged.**

- C. Subject to paragraph **B.** above, the Each Incident Limit of Insurance shown in the Schedule of this Endorsement is the most we will pay under this Limited Sexual Abuse Coverage for the sum of all damages, judgments, settlements, "defense expenses", and supplementary payments arising from each incident of "sexual abuse".
- D. A single act of "sexual abuse" committed by two or more "employees" acting together will be deemed to be one incident of "sexual abuse", regardless of the number of people injured. Multiple, continuous, or repeated acts of "sexual abuse" committed by one "employee", or by two or more "employees" acting together, will be deemed to be one incident of "sexual abuse" and will be deemed to have occurred when the first of such acts of "sexual abuse" occurred, regardless of the number of claimants or people injured, the period over which the "sexual abuse" took place, the number of such acts of "sexual abuse", or whether, in the case of two or more "employees" acting together, each such "employee" participated in each act.
- E. The Limits of Insurance shown in the Schedule of this Endorsement are included within, and are a sublimit of, the General Aggregate Limit, as shown in the Declarations and as described in Paragraph **2.** of **SECTION III – LIMITS OF INSURANCE** of the Commercial General Liability Coverage Form. Any damages, judgments, settlements, "defense expenses", or supplementary payments we pay under this Limited Sexual Abuse Coverage will reduce such General Aggregate Limit.
- F. The Limits of Insurance shown in the Schedule of this Endorsement 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 to be part of the last preceding period for purposes of determining the Limits of Insurance.

**V.** The following definitions are added to **SECTION V – DEFINITIONS** and apply solely to this Limited Sexual Abuse Coverage:

As used in this Endorsement, whether in singular or plural form:

**A.** "Defense expenses" means:

1. reasonable and necessary fees, costs, and expenses approved by us and charged by an attorney retained with our express written authority to defend a claim or "suit"; and
2. other reasonable and necessary fees, costs, and expenses approved at our sole discretion and resulting from the investigation, adjustment, defense, or appeal of a claim or "suit".

"Defense expenses" do not include:

1. salaries, loss of earnings, or reimbursement for an insured's time or attendance required at any investigation, defense, or appearance; or
2. other remuneration by or to any insured.

**B.** "Sexual abuse" means any actual, alleged, attempted, or threatened sexual molestation, sexual exploitation, sexual harassment, unwelcome sexual advances, non-physical illicit conduct of a sexual nature, or deliberate physical contact of a sexual nature.

**VI.** All other words and phrases that appear in this Endorsement in quotation marks but are not defined herein shall have the same meaning as is attributed to them in **SECTION V – DEFINITIONS** of the Commercial General Liability Coverage Form.

**VII.** The following Other Insurance provisions are added to the Policy and apply solely to this Limited Sexual Abuse Coverage:

**LIMITED SEXUAL ABUSE COVERAGE OTHER INSURANCE PROVISIONS**

The Limited Sexual Abuse Coverage is excess over any other valid and collectible insurance available to an insured for any claim or "suit", and we will have no duty under the Limited Sexual Abuse Coverage to defend an insured against any claim or "suit" if any other insurer has a duty to defend the insured against that claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all other insurers.

## **PARTICIPANT LIABILITY AND PARTICIPANT EXPENSES COVERAGE (DEFENSE WITHIN LIMITS)**

This Endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

#### **SCHEDULE**

Coverage	Limits of Insurance		Deductible	Premium
Participant Liability	\$1,000,000	Per Occurrence	\$1,000	Per Occurrence
Participant Expenses		Per Participant		Per Participant
Amounts paid or payable under any other insurance:				<input type="checkbox"/> <u>will</u> reduce the Deductible(s).
				<input checked="" type="checkbox"/> <u>will not</u> reduce the Deductible(s).
<b>Coverage is provided only if a Limit of Insurance and Premium are shown above.</b>				

Solely with respect to the coverage provided by this Endorsement, the Commercial General Liability Coverage Form is amended as follows:

I. The following exclusion is added to Paragraph 2. **Exclusions of SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and Paragraph 2. **Exclusions of SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**:

This insurance does not apply to “bodily injury” to any “participant”.

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

#### **A. PARTICIPANT LIABILITY COVERAGE PART**

##### **(1) Insuring Agreement**

(a) We will pay those sums that an insured becomes legally obligated to pay as damages because of “bodily injury” to any “participant”, but only if:

- (i) The “bodily injury” is caused by an “occurrence” that takes place while such “participant” is trying out, practicing, or training for, or instructing, officiating, overseeing, or participating in, a “covered event”;
- (ii) The “occurrence” takes place in the “coverage territory”; and
- (iii) The “bodily injury” occurs during the policy period.

(b) We will have the right and duty to defend an insured against any claim or “suit” seeking damages for “bodily injury” to which this Participant Liability Coverage Part applies. However, we will have no duty to defend an insured against any claim or “suit” seeking damages to which this Participant Liability Coverage Part does not apply.

(c) “Defense expenses” incurred in defending any claim or “suit” will be part of, and not in addition to, the applicable Limits of Insurance shown in the Schedule of this Endorsement.

(d) The coverage afforded under **SECTION I. SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of the Commercial General Liability Coverage Form will extend to this Participant Liability Coverage Part, except it is understood and agreed that all supplementary payments made in connection with this Participant Liability Coverage Part will be part of, and not in addition to, the applicable Limits of Insurance shown in the Schedule of this Endorsement.

(e) We may, at our discretion, investigate and settle any “occurrence” and settle any claim or “suit” that may result, but:

**All other terms and conditions of the Policy remain unchanged.**

- (i) The amount we will pay for damages, judgments, settlements, "defense expenses", and supplementary payments is limited, as described in Section **III** of this Endorsement; and
- (ii) This insurance and our right and duty to defend will end when we have used up the applicable Limit of Insurance shown in the Schedule of this Endorsement in the payment of damages, judgments, settlements, "defense expenses", or supplementary payments, or any combination thereof.

## **(2) Exclusions**

This Participant Liability Coverage Part does not apply to:

- (a) Bodily injury" that is excluded under exclusion **a., b., c., d., e., f., g., h., i., or o.** of Paragraph **2. Exclusions of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**
- (b) Any "head or neurological injury" sustained by any "participant".
- (c) Any claim made by or on behalf of any "participant" against another "participant".
- (d) Injury to any person other than a "participant".

## **B. PARTICIPANT EXPENSES COVERAGE PART**

### **(1) Insuring Agreement**

- (a) We will reimburse "covered expenses" that a "participant" incurs because of "bodily injury" to such "participant", but only if:
  - (i) The "bodily injury" is caused by an "occurrence" that takes place while such "participant" is trying out, practicing, or training for, or instructing, officiating, overseeing, or participating in, a "covered event";
  - (ii) The "occurrence" takes place in the "coverage territory";
  - (iii) The "bodily injury" occurs during the policy period;
  - (iv) The first "covered expense" is incurred within 90 days of the "occurrence";
  - (v) The "covered expenses" are incurred and reported to us within one year of the date of the "occurrence"; and
  - (vi) The injured "participant" submits to examination, at our expense, by a physician of our choice as we may reasonably require.
- (b) We will reimburse "covered expenses" to which this insurance applies, regardless of fault. These reimbursements will not exceed the applicable Limit of Insurance shown in the Schedule of this Endorsement.
- (c) This Participant Expenses Coverage Part only applies instead of, and not in addition to, the Participant Liability Coverage Part set forth in Section **II.A.** of this Endorsement. If a "participant" ever makes a claim or brings a "suit" against an insured to which the Participant Liability Coverage Part applies, then the coverage afforded under this Participant Expenses Coverage Part shall immediately and forever become void with respect to such "participant".

## **(2) Exclusions**

This Participant Expenses Coverage Part does not apply to:

- (a) "Bodily injury" that is excluded under exclusion **a., b., c., d., e., f., g., h., i., or o.** of Paragraph **2. Exclusions of SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**
- (b) Any "head or neurological injury" sustained by any "participant".
- (c) Injury to any person other than a "participant".
- (d) Any condition for which a "participant" is entitled to benefits under any workers' compensation law or similar law.
- (e) Any amounts that are covered under or payable by, in whole or in part, any "other benefits or insurance".
- (f) Any amounts for which a "participant" would not be responsible in the absence of this insurance.

- (g) The cost of renting or purchasing any air conditioner, air purifier, motorized transportation equipment, escalators, or elevators for use in private homes, swimming pools or pool supplies, or general exercise equipment.
- (h) Any expense for, based upon, arising out of, resulting from, caused by, contributed to by, related to, connected with, or in any way involving, directly or indirectly, in whole or in part:
  - (i) Any sickness, disease, bodily infirmity, mental incapacity, or bacterial or viral infection of any kind, or any medical or surgical treatment thereof, including exposure, whether or not accidental, to viral, bacterial, or chemical agents. This exclusion applies whether the "bodily injury" results directly or indirectly from treatment of any of the foregoing. However, this exclusion does not apply to:
    1. A bacterial infection directly resulting from an accidental external cut or wound, independent of any underlying sickness, disease, or condition; or
    2. Accidental ingestion of contaminated food.
  - (ii) Any medical or surgical treatment, diagnostic procedure, or administration of anesthesia, unless it occurs during the treatment of a "bodily injury" caused by an "occurrence".
  - (iii) Services or treatment rendered by any person who is:
    1. Employed or retained by you;
    2. Living in a "participant's" household;
    3. An "immediate family member";
    4. A private duty nurse; or
    5. A "participant".
  - (iv) Cosmetic surgery, except for reconstructive surgery needed as the result of a "bodily injury" to which this insurance applies.
  - (v) Any elective or routine treatment, surgery, health treatment, or examination, including any service, treatment, or supplies that are deemed by us to be experimental or investigational, and are not a recognized and generally accepted medical practice in the United States.
  - (vi) Medical negligence or medical malpractice.
  - (vii) Examination or prescription for, or purchase, repair, or replacement of, eyeglasses, contact lenses, hearing aids, wheelchairs, braces, appliances, orthopedic braces, or orthotic devices.
  - (viii) Treatment in any Veteran's Administration, or federal or state facility, unless there is a legal obligation to pay.
  - (ix) Services or treatment provided by a person who does not normally charge for such services or treatment unless there is a legal obligation to pay.
  - (x) Any hospital stay, or portion thereof, that is not appropriate for the condition and locality where the expense is incurred.
  - (xi) Rest cures or custodial care.
  - (xii) Repair or replacement of existing dentures, partial dentures, braces, or bridgework.
  - (xiii) Treatment of any injury that results over a period, such as blisters or tennis elbow, and that is a normal, foreseeable result of participation in a "covered event".
  - (xiv) Treatment of the Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), or AIDS Related Complex (ARC), regardless of how it was acquired.
  - (xv) Repair or replacement of existing artificial limbs, eyes, larynx, or other prosthetics.
  - (xvi) Treatment of "hernia" of any kind.
  - (i) "Bodily injury" based upon, arising out of, resulting from, caused by, contributed to by, related to, connected with, or in any way involving, logically or causally, directly or indirectly, actually or allegedly, in whole or in part:
    - (i) Any intentionally self-inflicted injury, or suicide or attempted suicide.
    - (ii) The commission of, or any attempt to commit, a crime, including an assault.
    - (iii) The commission of, or active participation in, a riot or insurrection.
    - (iv) Declared or undeclared war, or any act of war.
    - (v) Travel or flight in or on, including getting in or out of, or on or off, any aircraft, including any aircraft

**All other terms and conditions of the Policy remain unchanged.**

owned, leased, operated, or controlled by you or any of your subsidiaries or affiliates. For purposes of this exclusion, an aircraft will be deemed to be controlled by you if the aircraft may be used as you wish for more than 10 consecutive days, or more than 15 days in any one year.

- (vi) Voluntary ingestion of any narcotic, drug, poison, gas, or fumes, unless prescribed or taken under the direction of a licensed physician and taken in accordance with the prescribed dosage.
- (vii) The operation of 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.
- (viii) Any "participant's" intoxication. For purposes of this exclusion, a "participant" will be conclusively deemed to be intoxicated if the level in the "participant's" blood exceeds the amount at which a person is presumed, under the law of the locale in which the "occurrence" took place, to be "under the influence" 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, a law enforcement officer's report, or equivalent items will be considered proof of a "participant's" intoxication.
- (ix) Any "occurrence" where a "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 learner's permit and is receiving instruction from a driver's education instructor.
- (x) Any degenerative condition.
- (xi) Aggravation, during a "covered event", of an injury that a "participant" suffered before participating in that "covered event", unless we receive a written medical release from the "participant's" physician.
- (xii) A cardiovascular event or stroke resulting, directly and independently of all other causes, from exertion, as verified by a licensed physician, while a "participant" participates in a "covered event".
- (xiii) Any condition that a "participant" knew existed on the date of an "occurrence", unless we have received a written medical release from the "participant's" physician.
- (xiv) Frostbite, fainting, seizures, heatstroke, or heat exhaustion.
- (xv) Any physical altercation.

## C. Conditions

The following conditions apply solely to this Participant Expenses Coverage Part:

### (1) Subrogation and Right of Recovery

If reimbursement is made under this Coverage Part to any "participant", we will take over the rights and remedies that such "participant" may have against any person or organization who may be liable to the "participant" for "covered expenses". The "participant" must assist us, upon our request, in securing, preserving, and enforcing such rights and remedies, including the signing of necessary papers, and other assistance and cooperation as we may reasonably require. Further, if we reimburse a "participant" for "covered expenses" that are also paid to the "participant" by another person or organization through a judgment, settlement, or otherwise, we have the right to recover from the "participant" the amount that we overpaid by either of the following methods:

- (a) A request for lump sum payment of the overpaid amount; or
- (b) A reduction of any amounts reimbursable under this Coverage Part.

### (2) Cooperation

An injured "participant" must fully cooperate with us in the administration of the "participant's" claim for "covered expenses", including but not limited to, providing receipts, bills, records, or other documents or information we may request to determine whether "covered expenses" are reimbursable or the actual benefit amount due to the "participant" under this insurance. Failure of an injured "participant" to cooperate with us may result in forfeiture of this insurance.

III. The following paragraphs are added to **SECTION III – LIMITS OF INSURANCE**:

**PARTICIPANT LIABILITY COVERAGE LIMIT OF INSURANCE AND DEDUCTIBLE**

- A. The Participant Liability Limits of Insurance shown in the Schedule of this Endorsement and the rules below fix the most we will pay during the policy period under the Participant Liability Coverage Part, regardless of the number of:
  - (1) Insureds;
  - (2) Claims made or "suits" brought; or
  - (3) Persons or organizations making claims or bringing "suits".
- B. The Participant Liability Aggregate Limit of Insurance shown in the Schedule of this Endorsement is the most we will pay for damages, judgments, settlements, "defense expenses", and supplementary payments under the Participant Liability Coverage Part.
- C. Subject to paragraph B. above, the Participant Liability Per Occurrence Limit of Insurance shown in the Schedule of this Endorsement is the most we will pay under the Participant Liability Coverage Part for the sum of all damages, judgments, settlements, "defense expenses", and supplementary payments because of all "bodily injury" to all "participants" arising out of each "occurrence".
- D. The Participant Liability Limits of Insurance shown in the Schedule of this Endorsement are included within, and are a sublimit of, the General Aggregate Limit, as shown in the Declarations and as described in Paragraph 2. of **SECTION III – LIMITS OF INSURANCE** of the Commercial General Liability Coverage Form. Any damages, judgments, settlements, "defense expenses", or supplementary payments we pay under the Participant Liability Coverage Part will reduce such General Aggregate Limit.
- E. The Participant Liability Limits of Insurance shown in the Schedule of this Endorsement 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 to be part of the last preceding period for purposes of determining the Limits of Insurance.
- F. We will pay damages, judgments, settlements, "defense expenses", or supplementary payments under the Participant Liability Coverage Part only after an insured has satisfied the applicable deductible amount, if any, shown in the Schedule of this Endorsement, up to the applicable Limit of Insurance. The deductible applies to damages, judgments, settlements, "defense expenses", and supplementary payments because of all "bodily injury" to all "participants" arising out of each "occurrence".

**PARTICIPANTS EXPENSES LIMIT OF INSURANCE AND DEDUCTIBLE**

- A. The Participant Expenses Limits of Insurance shown in the Schedule of this Endorsement and the rules below fix the most we will reimburse during the policy period under the Participant Expenses Coverage Part, regardless of the number of:
  - (1) Insureds; or
  - (2) "Participants" injured.
- B. The Participant Expenses Aggregate Limit of Insurance shown in the Schedule of this Endorsement is the most we will reimburse under the Participant Expenses Coverage Part for "covered expenses" incurred by all injured "participants".
- C. Subject to paragraph B. above, the Participant Expenses Per Participant Limit of Insurance shown in the Schedule of this Endorsement is the most we will reimburse under the Participant Expenses Coverage Part for "covered expenses" because of all "bodily injury" to each "participant" arising out of each "occurrence".
- D. The Participant Expenses Limits of Insurance shown in the Schedule of this Endorsement are included within, and are a sublimit of, the General Aggregate Limit, as shown in the Declarations and as described in Paragraph 2. of **SECTION III – LIMITS OF INSURANCE** of the Commercial General Liability Coverage Form. Any "covered expenses" we reimburse under the Participant Expenses Coverage Part will reduce such General Aggregate Limit.
- E. The Participant Expenses Limits of Insurance shown in the Schedule of this Endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning

**All other terms and conditions of the Policy remain unchanged.**

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 to be part of the last preceding period for purposes of determining the Limits of Insurance.

F. We will reimburse a "participant" for "covered expenses" only after the "participant" has satisfied the applicable deductible amount, if any, shown in the Schedule of this Endorsement, up to the applicable Limit of Insurance. The deductible applies to "covered expenses" incurred by each "participant" as the result of each "occurrence".

IV. The following Other Insurance provisions are added and apply solely to the coverage provided by this Endorsement:

#### **OTHER INSURANCE PROVISIONS AS TO THE PARTICIPANT LIABILITY AND PARTICIPANT EXPENSES COVERAGE PARTS**

If other valid and collectible insurance is available to an insured for loss we cover under the Participant Liability Coverage Part or the Participant Expenses Coverage Part, our obligations are limited as follows:

A. the Participant Liability Coverage Part is excess over any other insurance, and we will have no duty to defend an insured against any claim or "suit" if any other insurer has a duty to defend the insured against that claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all other insurers.

B. the Participant Expenses Coverage Part is excess over, and will not contribute with, any "other benefits or insurance", whether provided on a primary, contributory, excess, contingent, or other basis. In no event will we be required under the Participant Expenses Coverage Part to make any payment to any insurer, or to pay any amounts paid or payable by any insurer.

C. any amounts paid or payable under any other insurance will not reduce any deductible amount shown in the Schedule of this Endorsement, unless specified otherwise in this Endorsement.

V. The following Release and Waiver Requirement provisions are added and apply solely to the coverage provided by this Endorsement:

#### **RELEASE AND WAIVER REQUIREMENT PROVISIONS AS TO THE PARTICIPANT LIABILITY AND PARTICIPANT EXPENSES COVERAGE PARTS**

A. As a condition of the Participant Liability and Participant Expenses Coverage Parts, you must:

- (1) Implement sufficient procedures to secure a "release" from every "participant";
- (2) Secure a valid "release" from every "participant"; and
- (3) Deliver to us, simultaneously with the notice of a "participant's" claim, a copy of the "release" signed by that "participant".

B. "Release(s)" shall be considered valuable papers, and their destruction shall be subject to applicable insurance laws relating to the retention of records.

C. Any "release" containing any fraudulent information or misrepresentation of which you were not aware shall not relieve us of our liability under this insurance.

VI. The following definitions are added. If a term is defined below and in **SECTION V – DEFINITIONS** of the Commercial General Liability Coverage Form, the definitions set forth below will apply solely to this Endorsement and shall not otherwise amend, delete, or alter the definitions contained in **SECTION V – DEFINITIONS** of the Commercial General Liability Coverage Form. Other words and phrases that appear in this Endorsement in quotation marks but are not defined herein shall have the same meaning as is attributed to them in **SECTION V – DEFINITIONS** of the Commercial General Liability Coverage Form.

As used in this Endorsement, whether in singular or plural form:

A. "Covered expenses" means out-of-pocket "medical expenses" that are:

- (1) Incurred by a "participant" for the treatment of "bodily injury" that is caused by an "occurrence"; and
- (2) Not otherwise covered by any "other benefit or insurance".

"Covered expenses" must be proven by receipts or other documentation, as reasonably determined by us. "Covered expenses" does not include attorney's fees, costs, or expenses.

**All other terms and conditions of the Policy remain unchanged.**

B. "Covered event" means any sport, game, practice, tryout, athletic contest, tournament, or exhibition that you sponsor, organize, host, or schedule.

C. "Head or neurological injury" means any head, brain, neck, spine, neurological, or nervous system impact, injury, illness, symptom, trauma, disease, syndrome, disorder, dysfunction, or condition, of any type, nature, or kind, including, but not limited to, any cognitive injury or disorder, memory loss, anxiety, depression, mood disorder, sleeplessness or sleep disorder, lack of impulse control or impulse control disorder, headaches, concussion or sub-concussion, dementia, Alzheimer's disease, Parkinson's disease, amyotrophic lateral sclerosis (ALS), or chronic traumatic encephalopathy (CTE).

D. "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.

E. "Immediate family member" means a "participant's" spouse or domestic partner; parent (including stepparent); legal guardian; sibling (including stepbrother or stepsister); grandparent or grandchild; child (including legally adopted child or stepchild); or in-laws.

F. "Medical expenses" means "usual and customary charges" for "medically necessary" treatment of a "bodily injury", including:

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

G. "Medically necessary" means a treatment, service, or supply that:

- (1) Is essential for the diagnosis, treatment, or care of the condition for which it is prescribed or performed;
- (2) Is prescribed or ordered by a licensed physician, or furnished by a hospital;
- (3) Is performed in the least costly setting required by the condition; and
- (4) Meets the generally accepted standards of medical or surgical practice at the time it is rendered or provided.

H. "Occurrence" means any sudden and unforeseeable accident which:

- (1) Occurs in the course of a "covered event"; and
- (2) Directly results in "bodily injury" to a "participant", independent of any underlying disease, sickness, mental or bodily infirmity, or any other cause.

I. "Other benefits or insurance" means any arrangement, whether individually purchased, or incidental to employment or membership in an association or other group, which provides benefits or services for healthcare, dental care, disability benefits, or repatriation of remains. This includes group, blanket, franchise, family, or individual:

- (1) insurance policies;
- (2) subscriber contracts;
- (3) uninsured agreements or arrangements;
- (4) coverage provided through Health Maintenance Organizations, Preferred Providers Organizations, and other prepayment, group practice, and individual practice plans;
- (5) medical benefits provided under automobile 'fault' and 'no-fault' type contracts; and
- (6) medical benefits provided by any governmental plan or coverage, or other benefit law, except:
  - (a) a state sponsored Medicaid plan; or
  - (b) a plan or law providing benefits only in excess of any private or nongovernmental plan.

J. "Participant" means any player, athlete, coach, manager, trainer, team worker, referee, official, or scorekeeper who is taking part in any "covered event".

K. "Release" means a valid Release and Waiver of Liability Indemnity Agreement, dated and signed by a "participant" prior to the time of the "occurrence" in which such "participant" was injured.

L. "Under the influence" means legally intoxicated, as defined by the motor vehicle laws of the state in which the "bodily injury" occurred.

**All other terms and conditions of the Policy remain unchanged.**

M. "Usual and customary charges" means the average amount charged by most providers, in the absence of insurance, for a treatment, service, or supply in the geographic area where such treatment, service, or supply is provided. The final determination as to whether a charge is a "usual and customary charge" rests solely with us.

**All other terms and conditions of the Policy remain unchanged.**

*This Endorsement changes the Policy. Please read it carefully*

## **COVERED EVENTS AND HAZARD CLASS**

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This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
LIQUOR LIABILITY COVERAGE FORM

### **SCHEDULE**

EVENT DESCRIPTION	HAZARD CLASS
While participating in the following Policyholder supervised and sponsored activities: Baseball (League and/or Club), Softball (League and/or Club)	

In consideration of the premium charged, it is understood and agreed that this insurance applies to "bodily injury", "property damage", "personal and advertising injury", or "injury" (if Liquor Liability Coverage applies) arising out of any event(s) designated in the above Schedule. For the avoidance of doubt, no event is covered under this Policy unless such event is designated in the above Schedule.

**All other terms and conditions of the Policy remain unchanged.**

## DEDUCTIBLE LIABILITY INSURANCE

This Endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

Coverage	Deductible Amount
Bodily Injury Liability and/or Property Damage Liability \$1,000	Per Occurrence

In consideration of the premium charged, it is understood and agreed that:

- A. Our obligation under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** to pay damages and/or “defense expenses” on an insured’s behalf applies only to the amount of damages and/or “defense expenses” that exceed the deductible amount stated in the Schedule above, subject always to the Limits of Insurance.
- B. The deductible amount stated in the Schedule above applies to all damages and “defense expenses” because of “bodily injury”, “property damage”, or both “bodily injury” and “property damage”, arising out of any one “occurrence”, regardless of the number of persons or organization who sustain damages or incur “defense expenses” because of that “occurrence”.
- C. The terms of this insurance, including those with respect to our right and duty to defend any insured against any “suit” seeking damages to which this insurance applies, and your duties in the event of an “occurrence”, claim, or “suit”, continue to apply irrespective of the application of the deductible amount stated in the Schedule above.
- D. We may pay any deductible, in whole or in part, to effect settlement of any claim or “suit”, and, upon notification of such action taken by us, you must promptly reimburse us for any deductible amount paid by us.

*This Endorsement changes the Policy. Please read it carefully*

## **CLAIM (INCIDENT) NOTIFICATION & REPORTING**

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This Endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

It is understood and agreed that notice of any claim or "suit", or any "occurrence" or offense which may result in a claim or "suit", must be given to us through the persons named in the Declarations and in accordance with **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**. Notice to the persons named in the Declarations shall be deemed to be notice to us. Failure to notify us of any "occurrence", offense, claim, or "suit" as set forth above will be considered a failure to satisfy a condition of coverage and may, at our option, render this insurance null and void with respect to such "occurrence", offense, claim, or "suit".

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**All other terms and conditions of the Policy remain unchanged.**

*This Endorsement changes the Policy. Please read it carefully*

## KNOWLEDGE OF OCCURRENCE AMENDATORY

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This Endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, paragraph **a.**, is deleted in its entirety and replaced with the following:

**a.** You, your insurance manager, or someone acting on your behalf must give us or any of our authorized agents notice of an “occurrence” or offense which may result in a claim as soon as practicable after 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 offense knows of the “occurrence” or offense. 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.

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All other terms and conditions of the Policy remain unchanged.

*This Endorsement changes the Policy. Please read it carefully*

## **NON-STACKING OF LIMITS**

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This Endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the addition of the following condition:

### **Non-Stacking of Limits**

1. If this Policy and any other policy issued to you by us or any of our affiliated companies apply to the same “occurrence”, the most we and our affiliated companies will pay, either individually or collectively, for that “occurrence” under all such policies is the single largest applicable Each Occurrence Limit available under any one of those policies.
2. Paragraph 1. above does not apply to any umbrella or excess policy that you have purchased from us or any of our affiliated companies specifically to apply as excess insurance over another policy that is scheduled as underlying insurance.
3. The terms of this Endorsement govern with respect to the application of any limits of insurance. If this Policy contains any other language regarding limits of insurance that conflicts with the terms of this Endorsement, such other language is subject to the terms of this Endorsement.

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**All other terms and conditions of the Policy remain unchanged.**

*This Endorsement changes the Policy. Please read it carefully*

## **U.S. Terrorism Risk Insurance Act of 2002 (as amended) Not Purchased Clause**

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*This Clause is issued in accordance with the terms and conditions of the U.S. Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), as summarized in the disclosure notice.*

It is hereby noted that the Underwriters have made available coverage for insured losses directly resulting from an "act of terrorism", as defined in "TRIA", and the Insured has declined or not confirmed to purchase this coverage.

This insurance therefore affords no coverage for losses directly resulting from any "act of terrorism", as defined in TRIA, except to the extent, if any, otherwise provided by this Policy.

All other terms, conditions, insured coverage, and exclusions of this insurance, including applicable limits and deductibles, remain unchanged and apply in full force and effect to the coverage provided by this insurance.

09/01/2020  
LMA5390 (amended)

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**All other terms and conditions of the Policy remain unchanged.**

*This Endorsement changes the Policy. Please read it carefully*

## **SERVICE OF SUIT CLAUSE (U.S.A)**

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The following Service of Suit clause is added to the Policy:

### **SERVICE OF SUIT**

This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance.

It is agreed that in the event the Underwriters fail to pay any amount claimed to be due under this Policy, the Underwriters will, at your request, 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 Underwriters' 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 of any state in the United States.

It is further agreed that service of process in such suit may be made upon:

Lloyd's America, Inc.  
Attention: Legal Department  
280 Park Avenue, East Tower, 25<sup>th</sup> Floor  
New York, NY 10017

It is further agreed that, in any suit instituted against any one of them in connection with this Policy, the Underwriters will abide by the final decision of such court, or of any appellate court in the event of an appeal. The above-named are authorized and directed to accept service of process on behalf of the Underwriters in any such suit and/or upon the Insured's request to give a written undertaking to the Insured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, the Underwriters hereby designate the Superintendent, Commissioner, or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successor(s) in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of an Insured or any beneficiary arising out of this contract of insurance, and hereby designate the above-named as the representative to whom said officer is authorized to mail such process or a true copy thereof.

14/09/2005  
LMA5020 (amended)

All other terms and conditions of the Policy remain unchanged.

*This Endorsement changes the Policy. Please read it carefully*

### **APPLICABLE LAW (U.S.A.)**

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This insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit Clause.

14/09/2005  
LMA5021

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**All other terms and conditions of the Policy remain unchanged.**

## MINIMUM EARNED PREMIUM

It is hereby understood and agreed that this Endorsement modifies the Policy provisions relating to earned premium and supersedes any conflicting provisions in the Policy.

This Policy is subject to a minimum earned premium of 25% as of inception, regardless of the Policy term.

If this Policy is cancelled by you, by a premium finance company, or by us, the refund will be determined as follows:

1. If at the time of cancellation, the earned premium (as determined by the following earned premium schedule) is greater than the minimum earned premium, the refund will be the pro-rata return premium.
2. If at the time of cancellation, the earned premium (as determined by the following earned premium schedule) is equal to or less than the minimum earned premium, no refund shall be due.

Non-payment of premium shall be considered a cancellation of this Policy by you.

Days in Force	Unearned Premium Factor								
1	.746	37	.596	73	.446	109	.296	145	.146
2	.742	38	.592	74	.442	110	.292	146	.142
3	.738	39	.588	75	.438	111	.288	147	.138
4	.734	40	.584	76	.434	112	.284	148	.134
5	.729	41	.579	77	.429	113	.279	149	.129
6	.725	42	.575	78	.425	114	.275	150	.123
7	.721	43	.571	79	.421	115	.271	151	.121
8	.717	44	.567	80	.417	116	.267	152	.117
9	.713	45	.563	81	.413	117	.263	153	.113
10	.709	46	.559	82	.409	118	.259	154	.109
11	.704	47	.554	83	.404	119	.254	155	.104
12	.700	48	.550	84	.400	120	.250	156	.100
13	.696	49	.546	85	.396	121	.246	157	.096
14	.692	50	.542	86	.392	122	.242	158	.092
15	.688	51	.538	87	.388	123	.238	159	.088
16	.684	52	.543	88	.384	124	.234	160	.084
17	.679	53	.529	89	.379	125	.229	161	.079
18	.675	54	.525	90	.375	126	.225	162	.075
19	.671	55	.521	91	.371	127	.221	163	.071
20	.667	56	.517	92	.367	128	.217	164	.067
21	.663	57	.513	93	.363	129	.213	165	.063
22	.659	58	.509	94	.359	130	.209	166	.059
23	.654	59	.504	95	.354	131	.204	167	.054
24	.650	60	.500	96	.350	132	.200	168	.050
25	.646	61	.496	97	.346	133	.196	169	.046
26	.642	62	.492	98	.342	134	.192	170	.042
27	.638	63	.488	99	.338	135	.188	171	.038
28	.634	64	.484	100	.334	136	.184	172	.034
29	.629	65	.479	101	.329	137	.179	173	.029
30	.625	66	.475	102	.325	138	.175	174	.025
31	.621	67	.471	103	.321	139	.171	175	.021
32	.617	68	.467	104	.317	140	.167	176	.017
33	.613	69	.463	105	.313	141	.163	177	.013
34	.609	70	.459	106	.309	142	.159	178	.009
35	.604	71	.454	107	.304	143	.154	179	.004
36	.600	72	.450	108	.300	144	.150	180+	.000

All other terms and conditions of the Policy remain unchanged.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### SCHEDULE

**Name Of Person Or Organization:**

On File with Company

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.

# **U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS**

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site - <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM INSURANCE COVERAGE**

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

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

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

**Acceptance or Rejection of Terrorism Insurance Coverage**

<input type="checkbox"/>	I hereby elect to purchase terrorism coverage for a prospective premium of \$ <u>\$0.00</u> .
<input checked="" type="checkbox"/>	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

*Michelle Cho* Certain Underwriters at Lloyd's of London

Policyholder/Applicant's Signature

Insurance Company

William S. Hart Baseball & Softball L

22B06410-3044

Print Name

Policy Number

November 25th, 2025

Date