

## Filing at a Glance

Company: National Casualty Company  
Product Name: Commercial Multi-Peril      SERFF Tr Num: SCTT-125197196      State: Arkansas  
TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability      SERFF Status: Closed      State Tr Num: AR-PC-07-024942  
Sub-TOI: 05.0000 CMP Sub-TOI Combinations      Co Tr Num: KR AR03751NCF01      State Status:  
Filing Type: Form      Co Status:      Reviewer(s): Michelle Fahey, Betty Montesi, Llyweyia Rawlins  
Author: Kristin Abbott      Disposition Date: 08-02-2007  
Date Submitted: 06-04-2007      Disposition Status: Approved  
Effective Date Requested (New): 07-01-2007      Effective Date (New): 07-01-2007  
Effective Date Requested (Renewal): 07-01-2007      Effective Date (Renewal): 07-01-2007

## General Information

Project Name: Sports and Leisure Program      Status of Filing in Domicile: Pending  
Project Number: KR AR03751NCF01      Domicile Status Comments:  
Reference Organization: n/a      Reference Number: n/a  
Reference Title: n/a      Advisory Org. Circular: n/a  
Filing Status Changed: 08-02-2007  
State Status Changed: 06-05-2007      Deemer Date:  
Corresponding Filing Tracking Number:

### Filing Description:

National Casualty Company is filing a new Sports and Leisure program in order to provide coverage for various motorsports and sports activities.

## Company and Contact

### Filing Contact Information

Kristin Abbott, Filings Analyst I      abbottk@scottsdaleins.com  
PO Box 4110      (800) 423-7675 [Phone]  
Scottsdale, AZ 85261      () -[FAX]

### Filing Company Information

National Casualty Company      CoCode: 11991      State of Domicile: Wisconsin  
PO Box 4110      Group Code: 140      Company Type:  
Scottsdale, AZ 85261      Group Name:      State ID Number:  
(800) 423-7675 ext. [Phone]      FEIN Number: 38-0865250  
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## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
National Casualty Company	\$0.00	06-04-2007	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
0011562183	\$50.00	04-30-2007

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	08-02-2007	08-02-2007

### Objection Letters and Response Letters

#### Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Llyweyia Rawlins	06-27-2007	06-27-2007

#### Response Letters

Responded By	Created On	Date Submitted
Kristin Abbott	08-02-2007	08-02-2007

## Disposition

Disposition Date: 08-02-2007

Effective Date (New): 07-01-2007

Effective Date (Renewal): 07-01-2007

Status: Approved

Comment:

Rate data does NOT apply to filing.

<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Uniform Transmittal Document-Property & Casualty	Approved	Yes
<b>Supporting Document</b>	Cover Letter	Approved	Yes
<b>Supporting Document</b>	Arkansas Forms List	Approved	Yes
<b>Supporting Document</b>	Arkansas Certificate of Compliance	Approved	Yes
<b>Form</b>	Liability Schedule And Premium Recap	Approved	Yes
<b>Form</b>	Quick Reference Comm'l General Liability Cov Part	Approved	Yes
<b>Form</b>	Legal Liability To Participants	Approved	Yes
<b>Form</b>	Motorsports Racing Liability Coverage	Approved	Yes
<b>Form</b>	Independent Club Event Liability	Approved	Yes
<b>Form</b>	Legal Liability To Participants-Independent Club Event Liability	Approved	Yes
<b>Form</b>	Legal Liability To Participants-Promoter Liability	Approved	Yes
<b>Form</b>	Promoter Liability Insurance	Approved	Yes
<b>Form</b>	Legal Liability To Participants-Power Boat Racing	Approved	Yes
<b>Form</b>	Legal Liability To Participants-Owners And Sponsors	Approved	Yes
<b>Form</b>	Motorsports/Racing Owners/Sponsors Liability Coverage	Approved	Yes
<b>Form</b>	Sledowners Liability Coverage	Approved	Yes
<b>Form</b>	Member Liability Coverage	Approved	Yes
<b>Form</b>	Power Boat Racing Liability Coverage	Approved	Yes
<b>Form</b>	Professional Liability Coverage For Sports Or Fitness Activities	Approved	Yes
<b>Form</b>	Legal Liability To Participants-Member Liability	Approved	Yes
<b>Form</b>	Legal Liability To Participants-Sledowners Liability	Approved	Yes
<b>Form</b>	Legal Liability To Participants Who Are Minors	Approved	Yes
<b>Form</b>	Motorsports Liability	Approved	Yes
<b>Form</b>	Additional Insured-Medical Trainers	Approved	Yes
<b>Form</b>	Exclusion-Recreational Vehicles	Approved	Yes
<b>Form</b>	Special Expense Coverage	Approved	Yes
<b>Form</b>	Expense Reimbursement For Competition Vehicle Damage Claims	Approved	Yes
<b>Form</b>	Amendatory Motorsport Endorsement	Approved	Yes
<b>Form</b>	Additional Insured-Volunteers	Approved	Yes

<b>Form</b>	Requirements For Written Contract With Liquor Vendor	Approved	Yes
<b>Form</b>	Ride & Drive Event Endorsement	Approved	Yes
<b>Form</b>	National Hot Rod Association Amendatory Endorsement	Approved	Yes
<b>Form</b>	Exclusion-Tanning	Approved	Yes
<b>Form</b>	Communicable Disease Exclusion	Approved	Yes
<b>Form</b>	Notification	Approved	Yes
<b>Form</b>	Suspension of Coverage	Approved	Yes
<b>Form</b>	Limitation of Coverage To Designated Premises, Activities or Operations	Approved	Yes
<b>Form</b>	Broad Worldwide Coverage	Approved	Yes
<b>Form</b>	Unintentional Error Knowledge and Notice of Accident or Occurrence	Approved	Yes
<b>Form</b>	Schedule of Event(s)	Approved	Yes
<b>Form</b>	Deletion--Co-Employee Exclusion	Approved	Yes
<b>Form</b>	Amendment of Other Insurance Condition	Approved	Yes
<b>Form</b>	Exclusion-Athletic or Sports Participants Rodeo, Steeplechase and Roping	Approved	Yes
<b>Form</b>	Temporary Ambulance Coverage	Approved	Yes
<b>Form</b>	Limited Amusement Device Coverage	Approved	Yes
<b>Form</b>	Damage To Premises Rented To You	Approved	Yes
<b>Form</b>	Worldwide Coverage	Approved	Yes
<b>Form</b>	Earned Premium	Approved	Yes
<b>Form</b>	Hockey Criminal Coverage	Approved	Yes
<b>Form</b>	Covered Program Redefined	Approved	Yes
<b>Form</b>	Limited Event Coverage	Approved	Yes
<b>Form</b>	Exclusion of Liability Insurance Afforded Under Another Policy (Broad)	Approved	Yes
<b>Form</b>	Exclusion of Liability Insurance Afforded Under Another Policy	Approved	Yes
<b>Form</b>	Additional Insured-Charitable Institutions, Unincorporated Associations or Non-Profit Associations	Approved	Yes
<b>Form</b>	Additional Insured-Sponsor	Approved	Yes
<b>Form</b>	Additional Insured-Medical Personnel	Approved	Yes
<b>Form</b>	Additional Insured-Instructors	Approved	Yes
<b>Form</b>	Exclusion-Designated Operations	Approved	Yes
<b>Form</b>	Exclusion-Sports or Athletic Activities Participants	Approved	Yes
<b>Form</b>	Exclusion-Horse Track Participants	Approved	Yes

<b>Form</b>	Additional Insureds Owners and/or Lessors of Premises, Sponsors or Co-Promoters	Approved	Yes
<b>Form</b>	Medical Professional Employees and Volunteers	Approved	Yes
<b>Form</b>	Exclusion-Activities and Devices	Approved	Yes
<b>Form</b>	Liability Insurance Deductible	Approved	Yes
<b>Form</b>	Commercial General Liability "Covered Program" Event Type/Limit/Rate Schedule	Approved	Yes
<b>Form</b>	Fireworks Exclusion	Approved	Yes
<b>Form</b>	Limited Fireworks Exclusion	Approved	Yes
<b>Form</b>	Fireworks Scheduled Coverage	Approved	Yes
<b>Form</b>	Medical Payments For Participants	Approved	Yes
<b>Form</b>	Medical Payments For Participants	Approved	Yes
<b>Form</b>	Self-Insured Retention Endorsement (Defense Costs Included in Retention)	Approved	Yes
<b>Form</b>	Self-Insured Retention Endorsement (Defense Costs Not Included in Retention)	Approved	Yes
<b>Form</b>	Exclusion-Tuning And Testing Sessions	Approved	Yes
<b>Form</b>	Limitation Of Coverage Tuning and Testing	Approved	Yes
<b>Form</b>	Official Vehicle Property Damage	Approved	Yes
<b>Form</b>	Off-Premises Signs	Approved	Yes
<b>Form</b>	Exclusion-Non Racing Day Premises	Approved	Yes
<b>Form</b>	U.S.A.C. Endorsement	Approved	Yes
<b>Form</b>	NASCAR Endorsement	Approved	Yes
<b>Form</b>	Exclusion-Entertainment, Media & Internet Type Businesses	Approved	Yes
<b>Form</b>	Leased Facilities Property Damage	Approved	Yes
<b>Form</b>	Policy Conditions	Approved	Yes
<b>Form</b>	Limitation Of Coverage-Contractual Liability Limitations	Approved	Yes
<b>Form</b>	Exclusion-Medical Payments To Volunteer Workers	Approved	Yes
<b>Form</b>	Intramural Sports Exclusion	Approved	Yes
<b>Form</b>	Limitation Of Coverage-Water Hazard Exclusion	Approved	Yes
<b>Form</b>	Sexual Abuse Endorsement	Approved	Yes
<b>Form</b>	Amendment Of Coverage-Drug Testing	Approved	Yes
<b>Form</b>	Amendment Of Limits Of Insurance-	Approved	Yes

Designated Project Or Premises

<b>Form</b>	Amendment of Aggregate Limits (Per Location)	Approved	Yes
<b>Form</b>	Amendment Of Aggregate Limits (Per Project)	Approved	Yes
<b>Form</b>	Amendment Of Limits-Insured Member	Approved	Yes
<b>Form</b>	Amendment Of Limits (CGL & SelfInsured Retention Limits)	Approved	Yes
<b>Form</b>	Amendment Of Who Is An Insured-Volunteer Workers (Limited)	Approved	Yes
<b>Form</b>	Amendment Of Who Is An Insured-Volunteer Workers (Broad)	Approved	Yes
<b>Form</b>	Amendment Of Who Is An Insured-Sanctioned Volunteer Workers	Approved	Yes
<b>Form</b>	Commercial General Liability Broadened Coverage	Approved	Yes
<b>Form</b>	Legal Liability To Participants-Motorsports Racing	Approved	Yes
<b>Form</b>	Motorsports Errors And Omissions Coverage Form (Occurrence)	Approved	Yes
<b>Form</b>	Hired Auto And Employers Nonownership Liability Coverage Form	Approved	Yes
<b>Form</b>	Named Driver Exclusion	Approved	Yes
<b>Form</b>	Special Auto Coverage Endorsement	Approved	Yes
<b>Form</b>	Additional Insured Designated Person Or Organization	Approved	Yes
<b>Form</b>	Deletion-Co-Employee Exclusion	Approved	Yes
<b>Form</b>	Earned Premium	Approved	Yes
<b>Form</b>	Employees And Volunteers As Insureds Children's Camp	Approved	Yes
<b>Form</b>	Non-Stacking Of Liability Policy Limits	Approved	Yes
<b>Form</b>	Physical Damage Flood Exclusion	Approved	Yes
<b>Form</b>	Physical Damage Earthquake Exclusion	Approved	Yes
<b>Form</b>	Damage To Product And Work Extension	Approved	Yes
<b>Form</b>	Locations And Operations Not Covered	Approved	Yes
<b>Form</b>	Garagekeepers Coverage Flood Exclusion	Approved	Yes
<b>Form</b>	Garagekeepers Coverage Earthquake Exclusion (Fire Excepted)	Approved	Yes
<b>Form</b>	Garagekeepers Coverage Earthquake Exclusion (Fire Excluded)	Approved	Yes
<b>Form</b>	Composite Rate Endorsement	Approved	Yes
<b>Form</b>	Commercial Property Coverage Part	Approved	Yes

Extension of Supplemental Declarations

<b>Form</b>	Additional Property Not Covered	Approved	Yes
<b>Form</b>	Additional Covered Property	Approved	Yes
<b>Form</b>	Occurrence Limit of Liability Endorsement	Approved	Yes
<b>Form</b>	Mold, Mildew, Fungi and/or Spore Exclusion	Approved	Yes
<b>Form</b>	Amendment of Notice of Cancellation Endorsement (Scheduled Persons or Organizations)	Approved	Yes
<b>Form</b>	Plus Property Coverage Enhancements	Approved	Yes
<b>Form</b>	False Pretense Coverage	Approved	Yes
<b>Form</b>	Causes of Loss-Basic Form Amendatory Endorsement	Approved	Yes
<b>Form</b>	Causes of Loss-Broad Form Amendatory Endorsement	Approved	Yes
<b>Form</b>	Causes of Loss-Special Form Amendatory Endorsement	Approved	Yes
<b>Form</b>	Equipment Breakdown Coverage Endorsement	Approved	Yes
<b>Form</b>	Inland Marine Clarifying Form Use Endorsement (For AAIS)	Approved	Yes
<b>Form</b>	Common Policy - Declarations	Approved	Yes
<b>Form</b>	War And Terrorism Exclusion Endorsement	Approved	Yes
<b>Form</b> ( <i>revised</i> )	Deletion of Punitive Damage Exclusion Amendatory Endorsement	Approved	Yes
<b>Form</b>	Deletion of Punitive Damage Exclusion Amendatory Endorsement	Approved	Yes
<b>Form</b>	Flood Coverage Deductible	Approved	Yes
<b>Form</b>	Schedule of Forms and Endorsements	Approved	Yes
<b>Form</b>	Amendatory Endorsement - Cancellation	Approved	Yes
<b>Form</b>	Minimum Earned Cancellation Premium	Approved	Yes
<b>Form</b>	Blank Endorsement	Approved	Yes
<b>Form</b>	Schedule of Named Insureds	Approved	Yes
<b>Form</b>	Cover Page	Approved	Yes
<b>Form</b>	Commercial Inland Marine Coverage Part Supplemental Declarations	Approved	Yes
<b>Form</b>	Worldwide Coverage (Inland Marine)	Approved	Yes
<b>Form</b>	Deductible Clause	Approved	Yes
<b>Form</b>	Annual Loss Aggregate	Approved	Yes
<b>Form</b>	Business Auto Coverage Form Declarations Page	Approved	Yes

<b>Form</b>	Schedule of Autos	Approved	Yes
<b>Form</b>	Commercial Crime Coverage Part Declarations Page	Approved	Yes
<b>Form</b>	Motorsports Errors and Omissions Coverage Declarations	Approved	Yes
<b>Form</b>	Liquor Liability Coverage Part Declarations Page	Approved	Yes
<b>Form</b>	Liquor Liability Coverage Part Declarations	Approved	Yes
<b>Form</b>	Commercial Property Coverage Part Declarations	Approved	Yes
<b>Form</b>	Declarations Extension	Approved	Yes
<b>Form</b>	Commercial Property Coverage Declarations Extension	Approved	Yes
<b>Form</b>	Contractual Liability Limitations	Approved	Yes
<b>Form</b>	Commercial General Liability Declarations	Approved	Yes
<b>Form</b>	Schedule of Taxes, Surcharges or Fees	Approved	Yes
<b>Form</b>	Interline Forms Declarations Extension	Approved	Yes
<b>Form</b>	Deletion of Punitive Damage Exclusion Amendatory Endorsement-Arkansas	Approved	Yes
<b>Rate</b>	Form Rule	Approved	Yes

## Objection Letter

Objection Letter Status                      Pending Industry Response  
Objection Letter Date                        06-27-2007  
Submitted Date                                06-27-2007

Dear Kristin Abbott,

After reviewing this form filing, the following needs to be implemented.

Form: KR-EO-1 Deletion of Punitive Damage Exclusion

This filing must be amended to comply with Bulletin 4-82 which requires punitive or exemplary damages to be defined. An acceptable definition would be

Those damages imposed to punish a wrongdoer and to deter others from similar conduct.

Form: UT-3g Blank Endorsement

Blank or Blanket Endorsements found in this filing should be amended to comply with Ark. Code Ann. 23-79-109. A form without specific language is not a complete form and cant be approved. However, we will consider approving a blank form if the company will provide us with a detail description on how the endorsement will be used or you must withdraw the blank endorsement.

Please feel free to contact me if you have questions.

Llyweyia Rawlins  
Certified Rate and Form Analyst  
Property and Casualty Division  
501-371-2809 Fax 501-371-2748  
Email: [Llyweyia.rawlins@arkansas.gov](mailto:Llyweyia.rawlins@arkansas.gov)

Sincerely,  
Llyweyia Rawlins

## Response Letter

Response Letter Status                      Submitted to State  
Response Letter Date                        08-02-2007  
Submitted Date                                08-02-2007

Dear Llyweyia Rawlins,

Comments:

**Response 1**

Comments: Dear Ms. Rawlins,

Thank you for your inquiry regarding this filing. We will respond to the objections in the order they were sent.

We request endorsement KR-EO-1 (4-07) be withdrawn from this filing. We are now submitting KR-EO-1-AR (7-07) Deletion of Punitive Damage Exclusion Amendatory Endorsement-Arkansas for your consideration.

Regarding Form UT-3g (3-92), please see the attached Form Rule.

Thank you for your further consideration regarding this filing and please let me know if you have additional questions or need more information.

Sincerely,  
Kristin Abbott

No Supporting Documents have changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score
Deletion of Punitive Damage Exclusion Amendatory Endorsement	KR-EO-1	4-07	Endorsement/Amendment/Conditions	Withdrawn		0
Deletion of Punitive Damage Exclusion Amendatory Endorsement-Arkansas	KR-EO-1-AR	7-07	Endorsement/Amendment/Conditions	New		0

Rate/Rule Schedule Item Changes

Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing #
Form Rule	N-KR-R-AR-9 (7-07)	New	

Sincerely,  
Kristin Abbott

**Form Schedule**

<b>Review Status</b>	<b>Form Name</b>	<b>Form #</b>	<b>Edition Date</b>	<b>Form Type Action</b>	<b>Action Specific Data</b>	<b>Readability</b>	<b>Attachment</b>
Approved	Liability Schedule And Premium Recap	KR-GL-SP-1	4-07	Declaration News/Schedule		0.00	krglsp1407.pdf
Approved	Quick Reference Comml General Liability Cov Part	KR-GL-SP-2	4-07	Declaration News/Schedule		0.00	krglsp2407.pdf
Approved	Legal Liability To Participants	KR-GL-1	4-07	Endorseme New nt/Amendm ent/Condi tions		0.00	krgl1407.pdf
Approved	Motorsports Racing Liability Coverage	KR-GL-2	4-07	Endorseme New nt/Amendm ent/Condi tions		0.00	krgl2407.pdf
Approved	Independent Club Event Liability	KR-GL-3	4-07	Endorseme New nt/Amendm ent/Condi tions		0.00	krgl3407.pdf
Approved	Legal Liability To Participants- Independent Club Event Liability	KR-GL-4	4-07	Endorseme New nt/Amendm ent/Condi tions		0.00	krgl4407.pdf
Approved	Legal Liability To Participants- Promoter Liability	KR-GL-5	4-07	Endorseme New nt/Amendm ent/Condi tions		0.00	krgl5407.pdf
Approved	Promoter Liability Insurance	KR-GL-6	4-07	Endorseme New nt/Amendm ent/Condi tions		0.00	krgl6407.pdf
Approved	Legal Liability To Participants- Power Boat Racing	KR-GL-7	4-07	Endorseme New nt/Amendm ent/Condi tions		0.00	krgl7407.pdf
Approved	Legal Liability To Participants- Owners And Sponsors	KR-GL-8	4-07	Endorseme New nt/Amendm ent/Condi tions		0.00	krgl8407.pdf
Approved	Motorsports/Racing Owners/Sponsors	KR-GL-9	4-07	Endorseme New nt/Amendm ent/Condi tions		0.00	krgl9407.pdf

	Liability Coverage		ons		
Approved	Sledowners Liability Coverage	KR-GL-10 4-07	Endorsement/Amendment/Conditions	0.00	krgl10407.pdf
Approved	Member Liability Coverage	KR-GL-11 4-07	Endorsement/Amendment/Conditions	0.00	krgl11407.pdf
Approved	Power Boat Racing Liability Coverage	KR-GL-12 4-07	Endorsement/Amendment/Conditions	0.00	krgl12407.pdf
Approved	Professional Liability Coverage For Sports Or Fitness Activities	KR-GL-13 4-07	Endorsement/Amendment/Conditions	0.00	krgl13407.pdf
Approved	Legal Liability To Participants-Member Liability	KR-GL-14 4-07	Endorsement/Amendment/Conditions	0.00	krgl14407.pdf
Approved	Legal Liability To Participants-Sledowners Liability	KR-GL-15 4-07	Endorsement/Amendment/Conditions	0.00	krgl15407.pdf
Approved	Legal Liability To Participants Who Are Minors	KR-GL-16 4-07	Endorsement/Amendment/Conditions	0.00	krgl16407.pdf
Approved	Motorsports Liability	KR-GL-17 4-07	Endorsement/Amendment/Conditions	0.00	krgl17407.pdf
Approved	Additional Insured-Medical Trainers	KR-GL-18 4-07	Endorsement/Amendment/Conditions	0.00	krgl18407.pdf
Approved	Exclusion-Recreational Vehicles	KR-GL-19 4-07	Endorsement/Amendment/Conditions	0.00	krgl19407.pdf
Approved	Special Expense Coverage	KR-GL-20 4-07	Endorsement/Amendment/Conditions	0.00	krgl20407.pdf

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Approved	Expense Reimbursement For Competition Vehicle Damage Claims	KR-GL-21 4-07	Endorsement/New Amendment/Conditions	0.00	krgl21407.pdf
Approved	Amendatory Motorsport Endorsement	KR-GL-22 4-07	Endorsement/New Amendment/Conditions	0.00	krgl22407.pdf
Approved	Additional Insured-Volunteers	KR-GL-23 4-07	Endorsement/New Amendment/Conditions	0.00	krgl23407.pdf
Approved	Requirements For Written Contract With Liquor Vendor	KR-GL-24 4-07	Endorsement/New Amendment/Conditions	0.00	krgl24407.pdf
Approved	Ride & Drive Event Endorsement	KR-GL-25 4-07	Endorsement/New Amendment/Conditions	0.00	krgl25407.pdf
Approved	National Hot Rod Association Amendatory Endorsement	KR-GL-26 4-07	Endorsement/New Amendment/Conditions	0.00	krgl26407.pdf
Approved	Exclusion-Tanning	KR-GL-27 4-07	Endorsement/New Amendment/Conditions	0.00	krgl27407.pdf
Approved	Communicable Disease Exclusion	KR-GL-29 4-07	Endorsement/New Amendment/Conditions	0.00	krgl29407.pdf
Approved	Notification	KR-GL-30 4-07	Endorsement/New Amendment/Conditions	0.00	krgl30407.pdf
Approved	Suspension of Coverage	KR-GL-31 4-07	Endorsement/New Amendment/Conditions	0.00	krgl31407.pdf
Approved	Limitation of Coverage To Designated	KR-GL-32 4-07	Endorsement/New Amendment/Conditions	0.00	krgl32407.pdf

	Premises, Activities or Operations		ons		
Approved	Broad Worldwide Coverage	KR-GL-33 4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krgl33407.pdf
Approved	Unintentional Error Knowledge and Notice of Accident or Occurrence	KR-GL-34 4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krgl34407.pdf
Approved	Schedule of Event(s)	KR-GL-35 4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krgl35407.pdf
Approved	Deletion--Co- Employee Exclusion	KR-GL-36 4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krgl36407.pdf
Approved	Amendment of Other Insurance Condition	KR-GL-37 4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krgl37407.pdf
Approved	Exclusion-Athletic or Sports Participants Rodeo, Steeplechase and Roping	KR-GL-38 4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krgl38407.pdf
Approved	Temporary Ambulance Coverage	KR-GL-39 4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krgl39407.pdf
Approved	Limited Amusement Device Coverage	KR-GL-40 4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krgl40407.pdf
Approved	Damage To Premises Rented To You	KR-GL-41 4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krgl41407.pdf
Approved	Worldwide Coverage	KR-GL-42 4-07	Endorseme New nt/Amendm ent/Condi	0.00	krgl42407.pdf

			ons		
Approved	Earned Premium	KR-GL-43 4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krgl43407.pdf
Approved	Hockey Criminal Coverage	KR-GL-44 4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krgl44407.pdf
Approved	Covered Program Redefined	KR-GL-45 4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krgl45407.pdf
Approved	Limited Event Coverage	KR-GL-46 4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krgl46407.pdf
Approved	Exclusion of Liability Insurance Afforded Under Another Policy (Broad)	KR-GL-47 4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krgl47407.pdf
Approved	Exclusion of Liability Insurance Afforded Under Another Policy	KR-GL-48 4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krgl48407.pdf
Approved	Additional Insured- Charitable Institutions, Unincorporated Associations or Non-Profit Associations	KR-GL-49 4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krgl49407.pdf
Approved	Additional Insured-Sponsor	KR-GL-50 4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krgl50407.pdf
Approved	Additional Insured-Medical Personnel	KR-GL-51 4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krgl51407.pdf
Approved	Additional	KR-GL-52 4-07	Endorseme New	0.00	krgl52407.pdf

	Insured- Instructors		nt/Amendm ent/Condi ons		f
Approved	Exclusion- Designated Operations	KR-GL-53 4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krgl53407.pdf
Approved	Exclusion-Sports or Athletic Activities Participants	KR-GL-54 4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krgl54407.pdf
Approved	Exclusion-Horse Track Participants	KR-GL-55 4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krgl55407.pdf
Approved	Additional Insureds Owners and/or Lessors of Premises, Sponsors or Co- Promoters	KR-GL-56 4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krgl56407.pdf
Approved	Medical Professional Employees and Volunteers	KR-GL-57 4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krgl57407.pdf
Approved	Exclusion- Activities and Devices	KR-GL-58 4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krgl58407.pdf
Approved	Liability Insurance Deductible	KR-GL-59 4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krgl59407.pdf
Approved	Commercial General Liability "Covered Program" Event Type/Limit/Rate Schedule	KR-GL-60 4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krgl60407.pdf
Approved	Fireworks Exclusion	KR-GL-61 4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krgl61407.pdf
Approved	Limited Fireworks Exclusion	KR-GL-62 4-07	Endorseme New nt/Amendm	0.00	krgl62407.pdf

			ent/Condi tions		
Approved	Fireworks Scheduled Coverage	KR-GL-63 4-07	Endorseme New nt/Amendm ent/Condi tions	0.00	krgl63407.pdf
Approved	Medical Payments For Participants	KR-GL-64 4-07	Endorseme New nt/Amendm ent/Condi tions	0.00	krgl64407.pdf
Approved	Medical Payments For Participants	KR-GL-65 4-07	Endorseme New nt/Amendm ent/Condi tions	0.00	krgl65407.pdf
Approved	Self-Insured Retention Endorsement (Defense Costs Included in Retention)	KR-GL-67 4-07	Endorseme New nt/Amendm ent/Condi tions	0.00	krgl67407.pdf
Approved	Self-Insured Retention Endorsement (Defense Costs Not Included in Retention)	KR-GL-68 4-07	Endorseme New nt/Amendm ent/Condi tions	0.00	krgl68407.pdf
Approved	Exclusion-Tuning And Testing Sessions	KR-GL-69 4-07	Endorseme New nt/Amendm ent/Condi tions	0.00	krgl69407.pdf
Approved	Limitation Of Coverage Tuning and Testing	KR-GL-70 4-07	Endorseme New nt/Amendm ent/Condi tions	0.00	krgl70407.pdf
Approved	Official Vehicle Property Damage	KR-GL-71 4-07	Endorseme New nt/Amendm ent/Condi tions	0.00	krgl71407.pdf
Approved	Off-Premises Signs	KR-GL-72 4-07	Endorseme New nt/Amendm ent/Condi tions	0.00	krgl72407.pdf
Approved	Exclusion-Non Racing Day Premises	KR-GL-73 4-07	Endorseme New nt/Amendm ent/Condi	0.00	krgl73407.pdf

			ons		
Approved	U.S.A.C. Endorsement	KR-GL-74 4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krgl74407.pdf
Approved	NASCAR Endorsement	KR-GL-75 4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krgl75407.pdf
Approved	Exclusion- Entertainment, Media & Internet Type Businesses	KR-GL-77 4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krgl77407.pdf
Approved	Leased Facilities Property Damage	KR-GL-78 4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krgl78407.pdf
Approved	Policy Conditions	KR-GL-79 4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krgl79407.pdf
Approved	Limitation Of Coverage- Contractual Liability Limitations	KR-GL-80 4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krgl80407.pdf
Approved	Exclusion- Medical Payments To Volunteer Workers	KR-GL-81 4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krgl81407.pdf
Approved	Intramural Sports Exclusion	KR-GL-82 4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krgl82407.pdf
Approved	Limitation Of Coverage-Water Hazard Exclusion	KR-GL-83 4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krgl83407.pdf
Approved	Sexual Abuse Endorsement	KR-GL-84 4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krgl84407.pdf
Approved	Amendment Of Coverage-Drug	KR-GL-85 4-07	Endorseme New nt/Amendm	0.00	krgl85407.pdf

	Testing		ent/Condi tions		
Approved	Amendment Of Limits Of Insurance- Designated Project Or Premises	KR-GL-86 4-07	Endorseme New nt/Amendm ent/Condi tions	0.00	krgl86407.pd f
Approved	Amendment of Aggregate Limits (Per Location)	KR-GL-87 4-07	Endorseme New nt/Amendm ent/Condi tions	0.00	krgl87407.pd f
Approved	Amendment Of Aggregate Limits (Per Project)	KR-GL-88 4-07	Endorseme New nt/Amendm ent/Condi tions	0.00	krgl88407.pd f
Approved	Amendment Of Limits-Insured Member	KR-GL-89 4-07	Endorseme New nt/Amendm ent/Condi tions	0.00	krgl89407.pd f
Approved	Amendment Of Limits (CGL & SelfInsured Retention Limits)	KR-GL-90 4-07	Endorseme New nt/Amendm ent/Condi tions	0.00	krgl90407.pd f
Approved	Amendment Of Who Is An Insured-Volunteer Workers (Limited)	KR-GL-91 4-07	Endorseme New nt/Amendm ent/Condi tions	0.00	krgl91407.pd f
Approved	Amendment Of Who Is An Insured-Volunteer Workers (Broad)	KR-GL-92 4-07	Endorseme New nt/Amendm ent/Condi tions	0.00	krgl92407.pd f
Approved	Amendment Of Who Is An Insured- Sanctioned Volunteer Workers	KR-GL-93 4-07	Endorseme New nt/Amendm ent/Condi tions	0.00	krgl93407.pd f
Approved	Commercial General Liability Broadened Coverage	KR-GL-94 4-07	Endorseme New nt/Amendm ent/Condi tions	0.00	krgl94407.pd f
Approved	Legal Liability To Participants- Motorsports	KR-GL-95 4-07	Endorseme New nt/Amendm ent/Condi	0.00	krgl95407.pd f

	Racing			ons		
Approved	Motorsports Errors And Omissions Coverage Form (Occurrence)	KR-EO-P-1	4-07	Policy/CoveNew rage Form	0.00	kreop1407.pdf
Approved	Hired Auto And Employers Nonownership Liability Coverage Form	KR-AUTO-P-1	4-07	Policy/CoveNew rage Form	0.00	krauto1407.pdf
Approved	Named Driver Exclusion	KR-AUTO-1	4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krauto1407.pdf
Approved	Special Auto Coverage Endorsement	KR-AUTO-2	4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krauto2407.pdf
Approved	Additional Insured Designated Person Or Organization	KR-AUTO-3	4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krauto3407.pdf
Approved	Deletion-Co-Employee Exclusion	KR-AUTO-4	4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krauto4407.pdf
Approved	Earned Premium	KR-AUTO-5	4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krauto5407.pdf
Approved	Employees And Volunteers As Insureds Children's Camp	KR-AUTO-6	4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krauto6407.pdf
Approved	Non-Stacking Of Liability Policy Limits	KR-AUTO-8	4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krauto8407.pdf
Approved	Physical Damage Flood Exclusion	KR-AUTO-10	4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krauto10407.pdf
Approved	Physical Damage	KR-	4-07	Endorseme New	0.00	krauto11407.

	Earthquake Exclusion	AUTO-11		nt/Amendm ent/Condi ons		pdf
Approved	Damage To Product And Work Extension	KR- AUTO-12	4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krauto12407. pdf
Approved	Locations And Operations Not Covered	KR- AUTO-13	4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krauto13407. pdf
Approved	Garagekeepers Coverage Flood Exclusion	KR- AUTO-14	4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krauto14407. pdf
Approved	Garagekeepers Coverage Earthquake Exclusion (Fire Excepted)	KR- AUTO-15	4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krauto15407. pdf
Approved	Garagekeepers Coverage Earthquake Exclusion (Fire Excluded)	KR- AUTO-16	4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krauto16407. pdf
Approved	Composite Rate Endorsement	KR- AUTO-17	4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krauto17407. pdf
Approved	Commercial Property Coverage Part Extension of Supplemental Declarations	KR- PROP- SP-1	4-07	Declaration New s/Schedule	0.00	krpropsp140 7.pdf
Approved	Additional Property Not Covered	KR- PROP-1	4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krprop1407. pdf
Approved	Additional Covered Property	KR- PROP-2	4-07	Endorseme New nt/Amendm ent/Condi ons	0.00	krprop2407. pdf
Approved	Occurrence Limit of Liability	KR- PROP-3	4-07	Endorseme New nt/Amendm	0.00	krprop3407. pdf

	Endorsement			ent/Condi tions		
Approved	Mold, Mildew, Fungi and/or Spore Exclusion	KR- PROP-4	4-07	Endorseme New nt/Amendm ent/Condi tions	0.00	krprop4407. pdf
Approved	Amendment of Notice of Cancellation Endorsement (Scheduled Persons or Organizations	KR- PROP-5	4-07	Endorseme New nt/Amendm ent/Condi tions	0.00	krprop5407. pdf
Approved	Plus Property Coverage Enhancements	KR- PROP-6	4-07	Endorseme New nt/Amendm ent/Condi tions	0.00	krprop6407. pdf
Approved	False Pretense Coverage	KR- PROP-7	4-07	Endorseme New nt/Amendm ent/Condi tions	0.00	krprop7407. pdf
Approved	Causes of Loss- Basic Form Amendatory Endorsement	KR- PROP-8	4-07	Endorseme New nt/Amendm ent/Condi tions	0.00	krprop8407. pdf
Approved	Causes of Loss- Broad Form Amendatory Endorsement	KR- PROP-9	4-07	Endorseme New nt/Amendm ent/Condi tions	0.00	krprop9407. pdf
Approved	Causes of Loss- Special Form Amendatory Endorsement	KR- PROP-10	4-07	Endorseme New nt/Amendm ent/Condi tions	0.00	krprop10407 .pdf
Approved	Equipment Breakdown Coverage Endorsement	KR- PROP-12	4-07	Endorseme New nt/Amendm ent/Condi tions	0.00	krprop12407 .pdf
Approved	Inland Marine Clarifying Form Use Endorsement (For AAIS)	KR-IM-1	4-07	Endorseme New nt/Amendm ent/Condi tions	0.00	krim1407.pdf
Approved	Common Policy - Declarations	KR-D-1	4-07	Declaration New s/Schedule	0.00	krd1407.pdf
Approved	War And	KR-1	4-07	Endorseme New	0.00	kr1407.pdf

	Terrorism Exclusion Endorsement			nt/Amendm ent/Condi ons		
Approved	Deletion of Punitive Damage Exclusion Amendatory Endorsement	KR-EO-1	4-07	Endorseme nt/Amendm ent/Condi ons	Withdrawn	0.00
Approved	Deletion of Punitive Damage Exclusion Amendatory Endorsement	KR-EO-1	4-07	Endorseme nt/Amendm ent/Condi ons	New	0.00 kreo1407.pdf
Approved	Flood Coverage Deductible	KR- PROP-11	4-07	Endorseme nt/Amendm ent/Condi ons	New	0.00 krprop11407.pdf
Approved	Schedule of Forms and Endorsements	UT-SP-2	12-95	Declaration s/Schedule	New	0.00 utsp21295.pdf
Approved	Amendatory Endorsement - Cancellation	UT-158s	3-92	Endorseme nt/Amendm ent/Condi ons	New	0.00 ut158s392.pdf
Approved	Minimum Earned Cancellation Premium	UT-119g	1-00	Endorseme nt/Amendm ent/Condi ons	New	0.00 ut119g100.pdf
Approved	Blank Endorsement	UT-3g	3-92	Endorseme nt/Amendm ent/Condi ons	New	0.00 ut3g392.pdf
Approved	Schedule of Named Insureds	UT-SP-1	8-96	Declaration s/Schedule	New	0.00 utsp1896.pdf
Approved	Cover Page	UT- COVPG	11-06	Endorseme nt/Amendm ent/Condi ons	New	0.00 utcovpg1106.pdf
Approved	Commercial Inland Marine Coverage Part Supplemental Declarations	KR-IM- SD-1	4-07	Declaration s/Schedule	New	0.00 krimsd1407.pdf
Approved	Worldwide Coverage (Inland	KR-IM-2	4-07	Policy/Cove rage Form	New	0.00 krim2407.pdf

	Marine)					
Approved	Deductible Clause	KR-PROP-13	4-07	Endorsement/Amendment/Conditions	0.00	krprop13407.pdf
Approved	Annual Loss Aggregate	KR-PROP-14	4-07	Endorsement/Amendment/Conditions	0.00	krprop14407.pdf
Approved	Business Auto Coverage Form Declarations Page	KR-AUTO-D-2	4-07	Declaration News/Schedule	0.00	krautod2407.pdf
Approved	Schedule of Autos	KR-AUTO-SP-1	4-07	Declaration News/Schedule	0.00	krautosp1407.pdf
Approved	Commercial Crime Coverage Part Declarations Page	KR-CC-D-1	4-07	Declaration News/Schedule	0.00	krccd1407.pdf
Approved	Motorsports Errors and Omissions Coverage Declarations	KR-EO-D-1	4-07	Declaration News/Schedule	0.00	kreod1407.pdf
Approved	Liquor Liability Coverage Part Declarations Page	KR-GL-D-2	4-07	Declaration News/Schedule	0.00	krfld2407.pdf
Approved	Liquor Liability Coverage Part Declarations	KR-GL-D-3	4-07	Declaration News/Schedule	0.00	krfld3407.pdf
Approved	Commercial Property Coverage Part Declarations	KR-PROP-D-1	4-07	Declaration News/Schedule	0.00	krpropd1407.pdf
Approved	Declarations Extension	KR-SP-1	4-07	Declaration News/Schedule	0.00	krsp1407.pdf
Approved	Commercial Property Coverage Declarations Extension	KR-PROP-SP-2	4-07	Declaration News/Schedule	0.00	krpropsp2407.pdf
Approved	Contractual Liability	KR-GL-99	4-07	Endorsement/Amendment	0.00	krfl99407.pdf

	Limitations		ent/Condi tions		
Approved	Commercial General Liability Declarations	KR-GL-D- 4-07 1	Declaration New s/Schedule	0.00	krfld1407.pdf
Approved	Schedule of Taxes, Surcharges or Fees	UT-126L 10-93	Declaration New s/Schedule	0.00	ut126l1093.pdf
Approved	Interline Forms Declarations Extension	KR-SP-2 4-07	Declaration New s/Schedule	0.00	krsp2407.pdf
Approved	Deletion of Punitive Damage Exclusion Amendatory Endorsement- Arkansas	KR-EO-1- 7-07 AR	Endorseme New nt/Amendm ent/Condi tions	0.00	KR-EO-1-AR (7-07).pdf



# National Casualty Company

## SPORT AND LEISURE PROGRAM COMMERCIAL GENERAL LIABILITY SCHEDULE AND PREMIUM RECAP

Policy No.: \_\_\_\_\_

LOC. NO.	* DESCRIPTION SUBLINE—CLASS CODE	**PREMIUM BASE ACT. EXPOSURE	RATES	PREMIUMS
			<b>TOTAL PREMIUMS</b>	

**\*SUBLINE KEY**

- 332—Liquor Liability
- 334—Premises/Operations
- 335—Owners/Contractors Protective or  
Principals Protective
- 336—Products/Completed Operations
- 350—Pollution Liability
- 345—Other Composite Rated/Premises/Operations ONLY
- 346—Other Composite Rated/Product/Completed  
Operations ONLY
- 347—Other Composite Rated—BOTH Premises/Operations  
AND Product/Completed Operations or type in subline

**\*\*PREMIUM/EXPOSURE BASE KEY**

- A—Area (per 1,000 square feet)
- C—Total Cost (per \$1,000)
- E—Admissions (per head)
- M—Admissions (per 1,000)
- P—Payroll (per \$1,000)
- R—Receipts (per \$100)
- S—Gross Sales (per \$1,000)
- U—Units (per unit) or type in base

# QUICK REFERENCE COMMERCIAL GENERAL LIABILITY COVERAGE PART

Please read your policy carefully.

**DECLARATIONS PAGES**

- Named Insured and Mailing Address
- Policy Period
- Description of Business and Location
- Coverages and Limits of Insurance

**SECTION I - COVERAGES**

**Beginning on Page**

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Coverage B -	Insuring Agreement .....	4
Personal and Advertising Injury Liability	Exclusions .....	4
Coverage C -	Insuring Agreement .....	5
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**COMMON POLICY CONDITIONS**

- Cancellation
- Changes
- Examination of Your Books and Records
- Inspections and Surveys
- Premiums
- Transfer of Your Rights and Duties Under This Policy

**ENDORSEMENTS (If Any)**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### LEGAL LIABILITY TO PARTICIPANTS

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### A. Additional Exclusions.

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

This insurance does not apply to:

“Bodily injury” to a “participant.”

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

This insurance does not apply to:

“Bodily injury” to a “participant.”

#### B. Insuring Agreement.

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

#### COVERAGE—LIABILITY TO “PARTICIPANTS”

##### 1. Insuring Agreement

- a. We will pay those sums that the Insured becomes legally obligated to pay as damages because of “bodily injury” to any “participant” 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” to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” and settle any claim or “suit” that may result.

But:

- (1) The amount we will pay for damages is limited as described in Section C., Limits of Insurance in this endorsement;
- (2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements; and
- (3) No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for in this endorsement.

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

- (1) The “bodily injury” is caused by an “occurrence” that takes place in the “coverage territory”; and
- (2) The “bodily injury” occurs during the policy period.

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

##### 2. Exclusions.

This insurance does not apply to:

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

- b.

**C. SECTION III—LIMITS OF INSURANCE**, Paragraph 2 is replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical Expenses under **Coverage C**;
  - b. Damages under **Coverage A**, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”;
  - c. Damages under **Coverage B**; and
  - d. Damages under Coverage—Liability To “Participants.”

Subject to 2. above, the Liability to “Participants” Limit shown in the Declarations is the most we will pay for the sum of all damages under Coverage—Liability To “Participants” because of all “bodily injury” to “participants” arising out of any one “occurrence.”

**D. Conditions**

For purposes of this endorsement, all of the provisions within **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS** are incorporated herein by reference and apply to this endorsement except to the extent any conditions below differ.

**E. Definitions**

For purposes of this endorsement, all of the provisions within **SECTION V—DEFINITIONS** incorporated herein by reference and apply to this endorsement except to the extent any definitions below differ.

- a. “Participant” means:

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AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MOTORSPORTS RACING LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### A. SECTION I—COVERAGES, Coverage A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

- The following is added to **SECTION I—COVERAGES, Coverage A, 2. Exclusions**, paragraph (f):

Subparagraph (d)(i) does not apply to “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 “competition vehicles” and/or “official vehicles” 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.

- The following is added to exclusion (g) under **SECTION I—COVERAGES, Coverage A**, subsection **2. Exclusions**:

“Competition vehicles” or “official vehicles” during a “covered program” while on “premises.”

- Paragraph (2) of Exclusion (h) under **SECTION I—COVERAGES, Coverage A, 2. Exclusions** is deleted and replaced with the following:

The use of “mobile equipment” in, or while in practice for, or while being prepared for, any pre-arranged racing, speed, demolition, or stunting activity. This exclusion does not apply to “competition vehicles” or “official vehicles” during a “covered program” while on “premises.”

- #### B. The following exclusions are added to **SECTION I—COVERAGES A and C**, paragraph **2. Exclusions**:

This insurance does not apply to:

- “Property damage” to:
  - Property owned by, loaned to, leased to, rented to or used by any “participant” or your employee when in any “restricted area”; or
  - Any “auto,” “official vehicle” or “competition vehicle” when in any “restricted area.”
- “Bodily injury” or “property damage” arising out of the use of the “premises” for any exhibition, event or activity not a part of the “covered program.”
- “Bodily injury” to:
  - Any person injured in a “restricted area” from whom you have not previously obtained a valid release and waiver on a form approved by us; or
  - Any person under the age of 18 years who is injured in a “restricted area” from whom you

have not previously obtained a valid release and waiver signed by the minor person's parent or legal guardian, on a form approved by us.

This exclusion does not apply if:

- (1) You require each person to sign a release and waiver form previously approved by us prior to the "covered program"; and
- (2) Your failure to obtain a valid and executed release and waiver was due to your inadvertent error, or misrepresentation or fraud by the person.

4. "Bodily injury" to any "participant."

**C. The following definitions are added to SECTION V—DEFINITIONS:**

"Competition Vehicle" means any self-propelled or land motor vehicle on the "premises" for the specific purpose of competing or performing in a "covered program."

"Covered Program" means any event which:

- a. Was specifically submitted to us as a scheduled event or activity at the inception of this policy;
- b. Is usual and customary to your business activities and events; or
- c. Has been specifically endorsed to this policy.

"Covered Program" includes registration and technical inspection on or off the "premises."

"Official vehicle" means any vehicle, other than a "competition vehicle," on "premises" that is allowed access into the "restricted area."

"Participant" means any person granted permission to enter the "restricted area" but only if:

- a. The person has clearly defined duties directly allotted to them as respects a "covered program"; and
- b. The person is within the "restricted area."

"Premises" means:

- a. The race course location;
- b. Roads, buildings or structures adjacent to the race course location; and
- c. Official registration or inspection locations.

"Restricted Area" means any area requiring special authorization, credentials or permission to enter and to which admission by the general public is restricted or prohibited.

**D. CONDITIONS:**

For purposes of this endorsement, all of the provisions within **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS** are incorporated herein by reference and apply to this endorsement except to the extent any conditions below differ.

**1. The following are added to SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS:**

- a. The following is added to **SECTION IV—CONDITIONS**, paragraph 2.b.:

Immediately deliver to us the required release and waiver form dated and signed prior to the time of the "occurrence." With respect to minors, the release and waiver form must be signed by the minor person's parent or legal guardian.

- b. You must utilize a release and waiver form that we approve prior to the "covered program."

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AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## INDEPENDENT CLUB EVENT LIABILITY

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended as follows:

- The following is added to exclusion (g) under **SECTION I—COVERAGES, Coverage A, 2. Exclusions:**

This insurance does not apply to “competition vehicles” or “official vehicles” during a “covered program” while on “premises.”

- Paragraph (2) of exclusion (h) under **SECTION I—COVERAGES, Coverage A, 2. Exclusions** is deleted and replaced with the following:

(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. This exclusion does not apply to “competition vehicles” or “official vehicles” during a “covered program” while on “premises.”

- Exclusion (d) under **SECTION I—COVERAGES, Coverage A, 2. Exclusions** is deleted and replaced with the following:

Any obligation of the Insured under a workers’ compensation, disability benefits or unemployment compensation law or any similar law, including but not limited to, the United States Longshore and Harbor Workers’ Compensation Act and the Jones Act.

**B. The following exclusions are added to SECTION I—COVERAGES, Coverage A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This insurance does not apply to:

- “Property damage” to:
  - Property owned by, loaned to, leased to, rented to or used by any “participant” or your employee when in any “restricted area”; or
  - Any “auto,” “official vehicle” or “competition vehicle” when in any “restricted area.”
- “Bodily injury” or “property damage” arising out of the use of the “premises” for any exhibition, event or activity not a part of the “covered program.”
- “Bodily injury” to:
  - Any person injured in the “restricted area” from whom you have not previously obtained a valid release and waiver on a form approved by us; or
  - Any person under the age of 18 years who is injured in a “restricted area” from whom you have not previously obtained a valid release and waiver signed by the minor person’s parent or legal guardian, on a form approved by us.

This exclusion does not apply if:

- You require each person to sign a release and waiver form previously approved by us prior to the “covered program”; and
- Your failure to obtain a valid and executed release and waiver was due to your inadvertent error, or misrepresentation or fraud by the person.

4. "Bodily injury" and "property damage" arising out of:
  - (a) Any four wheel drive events that take place off public roads;
  - (b) Performance or pro rally events;
  - (c) Racing competition events; or
  - (d) Events which involve wheel-to-wheel competition which involve more than one-car-at-a-time competing simultaneously on the same course.
5. "Bodily injury" or "property damage" which arises out of a "competitive event" unless we are notified of the event in advance and a premium has been paid.
6. "Bodily injury" to a participant.
7. "Bodily injury" or "property damage" that does not occur during a "covered program."

**C. The following definitions are added to SECTION V—DEFINITIONS:**

"Competition vehicle" means any self-propelled vehicle, land motor vehicle or "watercraft" on the "premises" for the specific purpose of competing or performing in a "covered program."

"Competitive event" means supervised events such as gymkhanas, time/speed/distance rallies, auto-crosses, slaloms, field trials, time trials and similar non-racing one-car-at-a-time events.

"Covered program" means any event which:

- a. Was specifically submitted to us as a scheduled event or activity at the inception of this policy; or
- b. Is usual and customary to your business activities and events; or
- c. Has been specifically endorsed to this Policy.

"Covered program" includes registration and technical inspection on or off the "premises."

"Official vehicle" means vehicles or "watercraft" on premises which are allowed access into the "restricted area." An "official vehicle" includes, but is not limited to, an ambulance, fire truck, tow truck, barge, boat, communication worker's car, physician's car, course or safety marshal's car or any other substitute vehicle.

"Participant" means any person granted permission to enter the "restricted area" but only if:

- a. The person has clearly defined duties directly allotted to them as respects a "covered program"; and
- b. The person is within the "restricted area."

"Premises" means:

- a. The property on which the event is being conducted; and
- b. Roads, buildings or structures adjacent to the property on which the event is being conducted.

Regarding "watercraft" events, "premises" means the area of water or property from which the event may be viewed with an unaided eye.

"Restricted Area" means any area requiring special authorization, credentials or permission to enter and to which admission by the general public is restricted or prohibited.

"Watercraft" means any boat or personal watercraft registered with the sanctioning body or association for the specific purpose of competing or performing in a "covered program."

**D. For purposes of this endorsement, SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS are incorporated herein by reference and apply to this endorsement except to the extent any conditions below differ.**

**1. The following are added to SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS:**

- a. The following is added to Condition 2.b.:

Immediately deliver to us the required release and waiver form dated and signed prior to the time of the "occurrence." With respect to minors, the release and waiver form must be signed by the minor person's parent or legal guardian.

You must utilize a release and waiver form that we approve prior to the "covered program."

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AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LEGAL LIABILITY TO PARTICIPANTS—INDEPENDENT CLUB EVENT LIABILITY

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. Additional Exclusions**

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

This insurance does not apply to:

"Bodily injury" to a "participant."

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

This insurance does not apply to:

"Bodily injury" to a "participant."

**B. Insuring Agreement.**

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

**COVERAGE—LIABILITY TO “PARTICIPANTS”**

1. Insuring Agreement.

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury” to any “participant” during a “covered program.” 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” to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” and settle any claim or “suit” that may result. But:

- (1) The amount we will pay for damages is limited as described in Section C — Limits of Insurance in this endorsement; and

- (2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements.

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

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

- (2) The "bodily injury" occurs during the policy period.

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

2. Exclusions.

This insurance does not apply to:

- a. "Bodily injury" that is excluded under **SECTION I — COVERAGES, Coverage A, 2. Exclusions**, Paragraphs **a., b., c., d., e., f., g., h., i., and o.**
- b. The following is added to Exclusion **(g)** under **SECTION I — COVERAGES, Coverage A, 2. Exclusions**.  
"Competition vehicles" or "official vehicles" during a "covered program" while on "premises."
- c. Paragraph **(2)** of **Exclusion (h)** under **SECTION I — COVERAGES, Coverage A, 2. Exclusions** is deleted and replaced with the following:  
The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity. This exclusion does not apply to "competition vehicles" or "official vehicles" during a "covered program" while on "premises."
- d. Exclusion **(d)** under **SECTION I—COVERAGES, Coverage A, 2.** is deleted and replaced with the following:  
Any obligation of the insured under a workers' compensation, unemployment compensation or disability benefits law, or any similar law including, but not limited to, the United States Longshore and Harbor Workers' Act and the Jones Act.
- e. "Bodily injury" arising out of the use of the "premises" for any exhibition, event, or activity not a part of the "covered program."
- f. "Bodily injury" which involves the operation or use of any "watercraft" during non-racing periods. However, this exclusion does not apply to activities that are customary and usual in the "restricted area" and on the competition course.
- g. "Bodily injury" to:
  - (1) Any "participant" injured in a "restricted area" from whom you have not previously obtained a valid release and waiver on a form approved by us; or
  - (2) Any "participant" under the age of 18 years who is injured in a "restricted area" from whom you have not previously obtained a valid release and waiver signed by the minor person's parent or legal guardian, on a form approved by us.

This exclusion does not apply if:

- (1) You require each "participant" to sign a release and waiver form previously approved by us prior to the "covered program"; and
  - (2) Your failure to obtain a valid and executed release and waiver was due to your unintentional error, or misrepresentation or fraud by the "participant."
- h. "Bodily injury" arising out of:
    - (1) Any four wheel drive events that take place off public roads;
    - (2) Performance or pro rally events;
    - (3) Racing competition events; or
    - (4) Events which involve wheel-to-wheel competition which involve more than one-car-at-a-time competing simultaneously on the same course.
  - i. "Bodily injury" which occurs during or arises out of a "competitive event" unless we are notified of the event in advance and a premium has been paid.

### C. Limits of Insurance.

1. **SECTION III—LIMITS OF INSURANCE**, Paragraph **2** is replaced by the following:
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical Expenses under Coverage **C**;
  - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

- c. Damages under Coverage B; and
- d. Damages under Coverage Liability To "Participants."

2. The following is added to **SECTION III—LIMITS OF INSURANCE:**

Subject to paragraph 2. above, the Liability To "Participants" Limit shown in the Declarations is the most we will pay for the sum of all damages under Coverage Liability To "Participants" because of all "bodily injury" to "participants" arising out of any one "occurrence."

**D. Definitions.**

1. The following are added to **SECTION V—DEFINITIONS:**

- a. "Competition vehicle" means any self-propelled vehicle, land motor vehicle or watercraft on the "premises" for the specific purpose of competing or performing in a "covered program."
- b. "Competitive event" means any non-racing one-car-at-a-time events, including, but not limited to, gymkhanas, time, speed, distance rallies, autocrosses, slaloms, field trials, time trials.
- c. "Covered program" means any event which:
  - 1. Was specifically submitted to us as a scheduled event or activity at the inception of this policy; or
  - 2. Is usual and customary to your business activities and events; or
  - 3. Has been specifically endorsed to this Policy.

"Covered program" includes registration and technical inspection on or off the "premises."

- d. "Official vehicle" means vehicles or "watercraft" on "premises" which are allowed access into the "restricted area." An "official vehicle" includes, but is not limited to, an ambulance, fire truck, tow truck, barge, boat, communication worker's car, physician's car, course or safety marshal's car or any other substitute vehicle.
- e. "Participant" means any person granted permission to enter the "restricted area" but only if:
  - 1. The person has clearly defined duties directly allotted to them as respects a "covered program"; and
  - 2. The person is within the "restricted area."
- f. "Participant accident insurance" means insurance acceptable to us covering "participants" which contains minimum limits of:

**ACCIDENTAL DEATH AND DISMEMBERMENT**

**MEDICAL REIMBURSEMENT**

\_\_\_\_\_

\_\_\_\_\_

Any national, state or provincial government health plan in effect will constitute "participant accident insurance."

- g. "Premises" means:
  - 1. The property on which the event is being conducted;
  - 2. Roads, buildings or structures adjacent to the property on which the event is being conducted:

Regarding "watercraft" events, "premises" means the area of water or property from which the event may be viewed with an unaided eye.

- h. "Restricted area" means any area requiring special authorization, credentials or permission to enter and to which admission of the general public is restricted or prohibited.
2. For the purposes of this endorsement, "watercraft" means any boat or personal watercraft registered with the sanctioning body or association for the specific purpose of competing or performing in a "covered program."

**E. Conditions.**

1. For the purposes of this endorsement, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS 2. b.:**

Immediately deliver to us the required release and waiver form dated and signed prior to the time of the "occurrence." With respect to minors, the release and waiver form must be signed by the minor person's parent or legal guardian.

2. The following additional conditions apply to coverage provided by this endorsement:
  - a. You must utilize a release and waiver form that we approve prior to the "covered program."
  - b. You must maintain "participant accident insurance" if a limit is designated in the definition of "participant accident insurance."

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AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LEGAL LIABILITY TO PARTICIPANTS—PROMOTER LIABILITY

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### A. Additional Exclusions.

- The following is added to **SECTION I—COVERAGES, Coverage A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This insurance does not apply to:

“Bodily injury” to a “participant.”

- The following is added to **SECTION I—COVERAGES, Coverage C—MEDICAL PAYMENTS, 2. Exclusions:**

This insurance does not apply to:

“Bodily injury” to a “participant.”

#### B. Insuring Agreement.

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

#### COVERAGE—LIABILITY TO “PARTICIPANTS”

##### 1. Insuring Agreement.

- If, and only if, “Participant Accident Insurance” is carried by or on behalf of the “Participant” and is in effect at the time of any “occurrence” giving rise to a claim under this endorsement then, we will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury” to any “participant” during a “covered program.” 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” 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:

- The amount we will pay for damages is limited as described in Section C. Limits of Insurance in this endorsement; and
- Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements.

- This insurance applies to “bodily injury” only if:

- The “bodily injury” is caused by an “occurrence” that takes place in the “coverage territory”; and
- The “bodily injury” occurs during the policy period.

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

##### 2. Exclusions.

This insurance does not apply to:

- “Bodily injury” that is excluded under **SECTION I—COVERAGES, Coverage A, 2. Exclusions, Paragraphs a., b., c., d., e., f., g., h., i. and o.**

- b. The following is added to **SECTION I—COVERAGES, Coverage A, 2. Exclusions, Exclusion (f)**:

Subparagraph **(d)(i)** does not apply to “bodily injury” 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 “competition vehicles” and/or “official vehicles” 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” 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.

- c. The following is added to Exclusion **(g)** under **SECTION I—COVERAGES, Coverage A, 2. Exclusions**:

“Competition vehicles” or “official vehicles” during a “covered program” while on “premises.”

- d. Paragraph **(2)** of Exclusion **(h)** under **SECTION I—COVERAGES, Coverage A, 2. Exclusions** is deleted and replaced with the following:

The use of “mobile equipment” in, or while in practice for, or while being prepared for, any pre-arranged racing, speed, demolition, or stunting activity. This exclusion does not apply to “competition vehicles” or “official vehicles” during a “covered program” while on “premises.”

- e. “Property damage” to:

- (1)** Property of any “participant” or your employee;
- (2)** Any “auto,” “official vehicle” or “competition vehicle” when in any “restricted area.”

- f. “Bodily injury” or “property damage” arising out of the use of the premises for any exhibition, event, or activity not a part of the “covered program.”

- g. “Bodily injury” to:

- (1)** Any “participant” injured in a “restricted area” from whom you have not previously obtained

a valid release and waiver on a form approved by us; or

- (2)** Any “participant” under the age of 18 years who is injured in a “restricted area” from whom you have not previously obtained a valid release and waiver signed by the minor person’s parent or legal guardian, on a form approved by us.

This exclusion does not apply if:

- (1)** You require each “participant” to sign a release and waiver form previously approved by us prior to the “covered program”; and
- (2)** Your failure to obtain a valid and executed release and waiver was due to your inadvertent error, or misrepresentation or fraud by the “participant.”

- h. “Bodily injury” or “property damage” to any person:

- (a)** Who is a member of World Pulling International, Inc., or the National Tractor Pullers Association, Inc., or any other similar association or organization; or
- (b)** Who is a sledowner or crewmember of a sledowner.

**C. Limits of Insurance.**

1. **SECTION III—LIMITS OF INSURANCE**, Paragraph **2.** is replaced by the following:

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

- a. Medical Expenses under **Coverage C**;
- b. Damages under **Coverage A**, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”;
- c. Damages under **Coverage B**; and
- d. Damages under Coverage Liability To “Participants.”

2. The following is added to **SECTION III—LIMITS OF INSURANCE**:

Subject to **2.** above, the Liability to Participants Limit shown in the Declarations is the most we will

pay for the sum of all damages under **Coverage D** because of all “bodily injury” to “participants” arising out of any one “occurrence.”

**D. Definitions.**

**1. The following are added to SECTION V—DEFINITIONS:**

**a.** “Competition vehicle” means any self-propelled vehicle or land motor vehicle on the “premises” for the specific purpose of competing or performing in a “covered program.”

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

“Covered program” includes registration and technical inspection on or off the “premises.”

**c.** “Official vehicle” means a vehicle, other than a “competition vehicle,” on “premises” that is allowed access into the “restricted area.”

- d.** “Participant” means any person that you grant permission to enter the “restricted area” but only if:
1. The person has clearly defined duties directly allotted to them as respects a “covered program”; and
  2. The person is within the “restricted area.”

**e.** “Participant accident insurance” means insurance acceptable to us covering “participants” which contains minimum limits of:

Accidental Death & Dismemberment	Medical Reimbursement
\$	\$

Any national, state or provincial government health plan in effect will constitute “participant accident insurance.”

**f.** “Premises” means:

1. The pull location;
2. Roads, buildings or structures adjacent to the race course location; and
3. Official registration or inspection locations.

**g.** “Restricted area” means any area requiring special authorization, credentials or permission to enter and to which admission of the general public is restricted or prohibited.

**E. Commercial General Liability Conditions.**

**1. For the purposes of this endorsement, the following is added to SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS 2.b.:**

Immediately deliver to us the required release and waiver form dated and signed prior to the time of the “occurrence.” With respect to minors, the release and waiver form must be signed by the minor person’s parent or legal guardian.

- 2. Further, the following conditions apply to coverage provided by this endorsement:**
- a.** You must utilize a release and waiver form that we approve prior to the “covered program.”
  - b.** You must maintain “participant accident insurance.”

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AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PROMOTER LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### A. SECTION I, Coverage A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

- The following is added to **SECTION I—COVERAGES, Coverage A, 2. Exclusions**, exclusion (f):

Subparagraph (d)(i) does not apply to “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 “competition vehicles” and/or “official vehicles” 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.

- The following is added to exclusion (g) under **SECTION I—COVERAGES, Coverage A, 2. Exclusions**:

“Competition vehicles” or “official vehicles” during a “covered program” while on “premises.”

- Paragraph (2) of exclusion (h) under **SECTION I—COVERAGES, Coverage A, 2. Exclusions** is deleted and replaced with the following:

The use of “mobile equipment” in, or while in practice for, or while being prepared for, any pre-arranged racing, speed, demolition, or stunting activity. This exclusion does not apply to “competition vehicles” or “official vehicles” during a “covered program” while on “premises.”

- #### B. The following exclusions are added to **SECTION I—COVERAGES A and C, paragraph 2. Exclusions**:

This insurance does not apply to:

- “Property damage” to:
  - Property owned by, loaned to, leased to, rented to or used by any “participant” or your employee when in any “restricted area”; or
  - Any “auto,” “official vehicle” or “competition vehicle” when in any “restricted area.”
- “Bodily injury” or “property damage” arising out of the use of the “premises” for any exhibition, event, or activity not a part of the “covered program.”
- “Bodily injury” to:
  - Any person injured in a “restricted area” from whom you have not previously obtained a valid release and waiver on a form approved by us; or
  - Any person under the age of 18 years who is injured in a “restricted area” from whom you

have not previously obtained a valid release and waiver signed by the minor person's parent or legal guardian, on a form approved by us.

This exclusion does not apply if:

- (1) You require each person to sign a release and waiver form previously approved by us prior to the "covered program"; and
- (2) Your failure to obtain a valid and executed release and waiver was due to your inadvertent error, or misrepresentation or fraud by the person.

4. "Bodily injury" or "property damage" to any person:

- a. Who is a member of World Pulling International, Inc., or the National Tractor Pullers Association, Inc., or any other similar association or organization; or
- b. Who is a sledowner or crewmember of a sledowner.

5. "Bodily injury" to any "participant."

C. The following definitions are added to **SECTION V—DEFINITIONS**:

"Competition vehicle" means any self-propelled or land motor vehicle on the "premises" for the specific purpose of competing or performing in a "covered program."

"Covered program" means any event which:

- a. Was specifically submitted to us as a scheduled event or activity at the inception of this policy; or
- b. Is usual and customary to your business activities and events; or
- c. Has been specifically endorsed to this Policy.

"Covered program" includes registration and technical inspection on or off the "premises."

"Official vehicle" means any vehicle, other than a "competition vehicle," on "premises" that is allowed access into the "restricted area."

"Participant" means any person granted permission to enter the "restricted area" but only if:

- a. The person has clearly defined duties directly allotted to them as respects a "covered program"; and
- b. The person is within the "restricted area."

"Premises" means:

- a. The pull location;
- b. Roads, buildings or structures adjacent to the pull location; and
- c. Official registration or inspection locations.

"Restricted Area" means any area requiring special authorization, credentials or permission to enter and to which admission by the general public is restricted or prohibited.

#### D. **CONDITIONS:**

For purposes of this endorsement, all of the provisions within **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS** are incorporated herein by reference and apply to this endorsement except to the extent any conditions below differ.

1. The following are added to **SECTION IV—CONDITIONS**:

a. The following is added to **SECTION IV—CONDITIONS** paragraph 2.b.

Immediately deliver to us the required release and waiver form dated and signed prior to the time of the "occurrence." With respect to minors, the release and waiver form must be signed by the minor person's parent or legal guardian.

b. You must utilize a release and waiver form that we approve prior to the "covered program."

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AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### LEGAL LIABILITY TO PARTICIPANTS—POWER BOAT RACING

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. Additional Exclusions.**

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

This insurance does not apply to:

“Bodily injury” to a “participant.”

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

This insurance does not apply to:

“Bodily injury” to a “participant.”

**B. Insuring Agreement.**

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

**COVERAGE—LIABILITY TO “PARTICIPANTS”**

**1. Insuring Agreement.**

- a. If, and only if, “Participant Accident Insurance” is carried by or on behalf of the “Participant” and is in effect at the time of any “occurrence” giving rise to a claim under this endorsement then, we will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury” to any “participant” during a “covered program.” 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” to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” and settle any claim or “suit” that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **C. Limits of Insurance** in this endorsement; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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

- (1) The “bodily injury” is caused by an “occurrence” that takes place in the “coverage territory”; and
- (2) The “bodily injury” occurs during the policy period.

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

**2. Exclusions.**

This insurance does not apply to:

- a. “Bodily injury” that is excluded under **SECTION I—COVERAGES, Coverage A, 2. Exclusions**, Paragraphs **a., b., c., d., e., f., g., h., i., and o.**

- b. The following is added to Exclusion (g) under **SECTION I—COVERAGES, Coverage A, 2. Exclusions.**

“Watercraft” or “official vehicles” during a “covered program” while on “premises.”

- c. Paragraph (2) of Exclusion (h) under **SECTION I—COVERAGES, Coverage A, 2. Exclusions** is deleted and replaced with the following:

The use of “mobile equipment” in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity. This exclusion does not apply to “official vehicles” during a “covered program” while on “premises.”

- d. Exclusion (d) under **SECTION I—COVERAGES, Coverage A, 2. Exclusions** is deleted and replaced with the following:

Any obligation of the insured under a workers’ compensation, unemployment compensation or disability benefits law, or any similar law including, but not limited to, the United States Longshore and Harbor Workers’ Act and the Jones Act.

- e. “Bodily injury” arising out of the use of the “premises” for any exhibition, event or activity not a part of the “covered program.”

- f. “Bodily injury” which involves the operation or use of any “watercraft” during non-racing periods. However, this exclusion does not apply to activities that are customary and usual in the “restricted area” area and on the competition course.

- g. “Bodily injury” to:

(1) Any “participant” injured in a “restricted area” from whom you have not previously obtained a valid release and waiver on a form approved by us; or

(2) Any “participant” under the age of 18 years who is injured in a “restricted area” from whom you have not previously obtained a valid release and waiver signed by the minor person’s parent or legal guardian, on a form approved by us.

This exclusion does not apply if:

- (1) You require each “participant” to sign a release and waiver form previously approved by us prior to the “covered program”; and
- (2) Your failure to obtain a valid and executed release and waiver was due to your inadvertent error, or misrepresentation or fraud by the “participant.”

**C. Limits of Insurance.**

1. **SECTION III—LIMITS OF INSURANCE, Paragraph 2.** is replaced by the following:

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

- a. Medical Expenses under **Coverage C**;
- b. Damages under **Coverage A**, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”;
- c. Damages under **Coverage B**; and
- d. Damages under Coverage Liability to “Participants.”

2. The following is added to **SECTION III—LIMITS OF INSURANCE:**

Subject to 2. above, the Liability to Participants Limit shown in the Declarations is the most we will pay for the sum of all damages under **Coverage-Liability To “Participants”** because of all “bodily injury” to “participants” arising out of any one “occurrence.”

**D. Definitions.**

1. The following are added to **SECTION V—DEFINITIONS:**

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

“Covered program” includes registration and technical inspection on or off the “premises.”

- b. “Official vehicle” means vehicles or watercraft on premises which are allowed access into the “restricted area.” An “official vehicle” includes, but is not limited to, an ambulance, fire truck, tow truck, barge, boat, communication worker’s car, physician’s car, course or safety marshal’s car or any other substitute vehicle.
- c. “Participant” means any person that you grant permission to enter the “restricted area” but only if:
  - 1. The person has clearly defined duties directly allotted to them as respects a “covered program”; and
  - 2. The person is within the “restricted area.”
- d. “Participant accident insurance” means insurance acceptable to us covering “participants” which contains minimum limits of:

Accidental Death & Dismemberment	Medical Reimbursement
\$	\$

Any national, state or provincial government health plan in effect will constitute “participant accident insurance.”

- e. “Premises” means the body of water limited to the distance from the course the event may be watched with the unaided eye from water level or while on board a “watercraft” including the appurtenant land adjacent to the course.

- f. “Restricted Area” means any area requiring special authorization, credentials or permission to enter and to which admission of the general public is restricted or prohibited. As relates to “watercraft” events, “restricted area” includes areas within 100 feet measured outward from the outside course buoys.
- g. For the purposes of this endorsement, “watercraft” means any boat or personal watercraft registered with a sanctioning body or association for the specific purpose of competing or performing in a “covered program” on the “premises.”

**E. Conditions.**

- 1. For the purposes of this endorsement, the following is added to **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph **2.b.**:

Immediately deliver to us the required release and waiver form dated and signed prior to the time of the “occurrence.” With respect to minors, the release and waiver form must be signed by the minor person’s parent or legal guardian.

- 2. Further, the following conditions apply to coverage provided by this endorsement:
  - a. You must utilize a release and waiver form that we approve prior to the “covered program.”
  - b. Your must maintain “participant accident insurance.”

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AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LEGAL LIABILITY TO PARTICIPANTS—OWNERS AND SPONSORS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. Additional Exclusions.**

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

This insurance does not apply to:

“Bodily injury” to a “participant.”

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

This insurance does not apply to:

“Bodily injury” to a “participant.”

**B. Insuring Agreement.**

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

**COVERAGE—LIABILITY TO “PARTICIPANTS”**

1. Insuring Agreement.

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury” to any “participant” during a “covered program.” 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” to which this insurance does not apply. We may, at our discretion, investigate any

“occurrence” and settle any claim or “suit” that may result. But:

- (1) The amount we will pay for damages is limited as described in Section C. Limits of Insurance in this endorsement; and
- (2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements.

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

- (1) The “bodily injury” is caused by an “occurrence” that takes place in the “coverage territory”; and
- (2) The “bodily injury” occurs during the policy period.

2. Exclusions.

This insurance does not apply to:

- a. “Bodily injury” that is excluded under **SECTION I—COVERAGES, Coverage A, 2. Exclusions, Paragraphs a., b., c., d., e., f., g., h., i., and o.**
- b. The following is added to **SECTION I—COVERAGES, Coverage A, 2. Exclusions, Exclusion (f):**

Subparagraph **(d)(i)** does not apply to “bodily injury” 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 “competition vehicle” or “official vehicle” 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” 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.

- c. The following is added to Exclusion (g) under **SECTION I—COVERAGES, Coverage A, 2. Exclusions:**

“Competition vehicles” or “official vehicles” during a “covered program” while on “premises.”

- d. Paragraph (2) of Exclusion (h) under **SECTION I—COVERAGES, Coverage A, 2. Exclusions** is deleted and replaced with the following:

(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. this exclusion does not apply to “competition vehicles” or “official vehicles” during a “covered program” while on “premises.”

- e. Exclusion (d) under **SECTION I—COVERAGES, Coverage A, 2. Exclusions** is replaced with the following:

Any obligation of the insured under a workers’ compensation, unemployment compensation or disability benefits law, or any similar law including, but not limited to, the United States Longshore and Harbor Workers’ Compensation Act and the Jones Act.

- f. “Bodily injury” arising out of the use of the premises for any exhibition, event, or activity not a part of the “covered program.”

- g. “Bodily injury” arising out of any “occurrence” during any watercraft activities under power conducted during non-racing periods. This

exclusion does not apply to normal safeguarded activities in the “restricted area” and on the competition course.

**C. Limits of Insurance.**

1. **SECTION III—LIMITS OF INSURANCE**, Paragraph 2. is replaced by the following:

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

- a. Medical Expenses under **Coverage C**;
- b. Damages under **Coverage A**, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”;
- c. Damages under **Coverage B**; and
- d. Damages under **COVERAGES—LIABILITY TO “PARTICIPANTS.”**

2. The following is added to **SECTION III—LIMITS OF INSURANCE:**

Subject to paragraph 2. above, the Liability to “Participants” Limit shown in the Declarations is the most we will pay for the sum of all damages under **COVERAGES—LIABILITY TO “PARTICIPANTS”** because of all “bodily injury” to “participants” arising out of any one “occurrence.”

**D. Definitions.**

1. The following are added to **SECTION V—DEFINITIONS:**

- a. “Competition vehicle” means any self-propelled vehicle or land motor vehicle on the “premises” for the specific purpose of competing or performing in a “covered program.”

- b. “Covered program” means any event which:

- 1. Was specifically submitted to us as a scheduled event or activity at the inception of this policy; or
- 2. Is usual and customary to your business activities and events; or
- 3. Has been specifically endorsed to this policy.

“Covered program” includes registration and technical inspection on or off the “premises.”

**c.** "Official vehicle" means vehicle on "premises" which are allowed access into the "restricted area." An "official vehicle" includes, but is not limited to, an ambulance, fire truck, tow truck, pacecar, communication worker's car, physician's car, boat, barge, course or safety marshal's car or any other substitute vehicle.

**d.** "Participant" means any person that you grant permission to enter the "restricted area" but only if:

1. The person has clearly defined duties directly allotted to them as respects a "covered program"; and
2. The person is within the "restricted area."

**e.** "Premises" means:

1. The race course location.

**2.** Roads, buildings or structures adjacent to the race course location.

**3.** Official registration or inspection locations.

Regarding watercraft events, "premises" means the area of water or property from which the event may be viewed with an unaided eye.

**g.** "Restricted area" means any area requiring special authorization, credentials or permission to enter and to which admission of the general public is restricted or prohibited.

**2.** For the purposes of this endorsement, watercraft means any boat or personal watercraft registered with a sanctioning body or association for the specific purpose of competing or performing in a "covered program" on the premises.

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AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MOTORSPORTS/RACING OWNERS/SPONSORS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. SECTION I—COVERAGES, Coverage A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

- The following is added to **SECTION I—COVERAGES, Coverage A, 2. Exclusions**, paragraph (f):

Subparagraph (d)(i) does not apply to “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 “competition vehicle” 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.

- The following is added to exclusion (g) under **SECTION I—COVERAGES, Coverage A, 2. Exclusions**:

“Competition vehicles” during a “covered program” while on “premises.”

- Paragraph (2) of Exclusion (h) under **SECTION I—COVERAGES, Coverage A, 2. Exclusions** is deleted and replaced with the following:

The use of “mobile equipment” in, or while in practice for, or while being prepared for, any pre-arranged racing, speed, demolition, or stunting activity. This exclusion does not apply to “competition vehicles” during a “covered program” while on “premises.”

- Exclusion (d) under **SECTION I—COVERAGES, Coverage A, 2. Exclusions** is deleted and replaced with the following:

(d) Any obligation of the insured under a workers’ compensation, disability benefits or unemployment compensation law or any similar law including, but not limited to, the United States Longshore and Harbor Workers’ Compensation Act and the Jones Act.

- The following is added to exclusion (h) under **SECTION I—COVERAGES, Coverage A, 2. Exclusions**:

The use of carts, all terrain vehicles or scooters during a “covered program.”

- B.** The following exclusions are added to **SECTION I—COVERAGES A and C, subsection 2. Exclusions**:

This insurance does not apply to:

“Property damage” to:

- Property owned by, loaned to, leased to, rented to or used by any “participant” or your employee when in any “restricted area”; or
- Any “auto” or “competition vehicle” when in any “restricted area.”

“Bodily injury” or “property damage” arising out of the use of the “premises” for any exhibition, event, or activity not a part of the “covered program.”

“Bodily injury” or “property damage” arising out of any “occurrence” during any “watercraft” activities under power conducted during non-racing periods. This exclusion does not apply to normal safeguarded activities in the “restricted area” and on the competition course.

“Bodily injury” to any “participant.”

“Bodily injury” or “property damage” that does not occur during a “covered program.”

**C. The following definitions are added to SECTION V—DEFINITIONS:**

“Competition Vehicle” means any self-propelled vehicle, land motor vehicle or “watercraft” on the “premises” for the specific purpose of competing or performing in a “covered program.”

“Covered program” means any event which:

- a. Was specifically submitted to us as a scheduled event or activity at the inception of this policy; or
- b. Is usual and customary to your business activities and events as a motorsports racing owner or sponsor; or
- c. Has been specifically endorsed to this policy.

“Covered program” includes registration and technical inspection on or off the “premises.”

“Participant” means any person granted permission to enter the “restricted area” but only if:

- a. The person has clearly defined duties directly allotted to them as respects a “covered program”; and
- b. The person is within the “restricted area.”

“Premises” means:

- a. The race course location;
- b. Roads, buildings or structures adjacent to the race course location;
- c. Official registration or inspection locations.

Regarding “watercraft” events, “premises” means the area of water or property from which the event may be viewed with an unaided eye.

“Restricted Area” means any area requiring special authorization, credentials or permission to enter and to which admission of the general public is restricted or prohibited.

Regarding “watercraft” events, “restricted area” includes those areas 100 feet measured outward from the outside course buoys.

“Watercraft” means any boat or personal watercraft registered with the sanctioning body or association for the specific purpose of competing or performing in a “covered program.”

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AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SLEDOWNERS LIABILITY COVERAGE

This endorsement modifies insurance provided under following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. SECTION I—COVERAGES, Coverage A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

1. The following is added to **SECTION I—COVERAGES, Coverage A, 2. Exclusions**, paragraph (f):

Subparagraph (d)(i) does not apply to “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 “competition vehicles” and/or “official vehicles” 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.

2. The following is added to exclusion (g) under **SECTION I—COVERAGES, Coverage A, 2. Exclusions:**

“Competition vehicles” or “official vehicles” during a “covered program” while on “premises.”

3. Paragraph (2) of Exclusion (h) under **SECTION I—COVERAGES, Coverage A, 2. Exclusions** is deleted and replaced with the following:

(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. This exclusion does not apply to “competition vehicles” or “official vehicles” during a “covered program” while on “premises.”

- B. The following exclusions are added to SECTION I—COVERAGES A and C, subsection 2. Exclusions:**

This insurance does not apply to:

1. “Property damage” to:
  - a. Property owned by, loaned to, leased to, rented to or used by any “participant” or your employee when in any “restricted area”; or
  - b. Any “auto,” “official vehicle” or “competition vehicle” when in any “restricted area.”
2. “Bodily injury” or “property damage” arising out of the use of the “premises” for any exhibition, event or activity not a part of the “covered program.”
3. “Bodily injury” to:
  - a. Any person injured in a “restricted area” from whom you have not previously obtained a valid release and waiver on a form approved by us; or

- b. Any person under the age of 18 years who is injured in a "restricted area" from whom you have not previously obtained a valid release and waiver signed by the minor person's parent or legal guardian, on a form approved by us.

This exclusion does not apply if:

- 1. You require each person to sign a release and waiver form previously approved by us prior to the "covered program"; and
  - 2. Your failure to obtain a valid and executed release and waiver was due to your inadvertent error, or misrepresentation or fraud by the person.
4. "Bodily injury" or "property damage" to any person:
- (a) who is a promoter or sponsor of a World Pulling International, Inc., or the National Tractor Pullers Association, Inc., or any other similar association or organization event; or
  - (b) who is a member of World Pulling International, Inc., or the National Tractor Pullers Association, Inc., or any other similar association or organization.
5. "Bodily injury" to any "participant."

**C. The following definitions are added to SECTION V—DEFINITIONS:**

"Competition Vehicle" means any self-propelled or land motor vehicle on the "premises" for the specific purpose of competing or performing in a "covered program."

"Covered Program" means any event which:

- a. Was specifically submitted to us as a scheduled event or activity at the inception of this policy; or
- b. Is usual and customary to your business activities and events; or
- c. Has been specifically endorsed to this policy.

"Covered program" includes registration and technical inspection on or off the "premises."

"Official vehicle" means any vehicle, other than a "competition vehicle," on "premises" that is allowed access into the "restricted area."

"Participant" means any person granted permission to enter the "restricted area" but only if:

- a. The person has clearly defined duties directly allotted to them as respects a "covered program"; and
- b. The person is within the "restricted area."

"Premises" means:

- a. The pull location;
- b. Roads, buildings or structures adjacent to the pull location; and
- c. Official registration or inspection locations.

"Restricted Area" means any area requiring special authorization, credentials or permission to enter and to which admission by the general public is restricted or prohibited.

**D. Conditions**

For purposes of this endorsement, all of the provisions within **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS** are incorporated herein by reference and apply to this endorsement except to the extent any conditions below differ.

The following are added to **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- a. The following is added to **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 2.b.

Immediately deliver to us the required release and waiver form dated and signed prior to the time of the "occurrence." With respect to minors, the release and waiver form must be signed by the minor person's parent or legal guardian.

- b. You must utilize a release and waiver form that we approve prior to the "covered program."

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AUTHORIZED REPRESENTATIVE

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ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MEMBER LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. SECTION I—COVERAGES, Coverage A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

- The following is added to **SECTION I—COVERAGES, Coverage A**, subsection **2. Exclusions**, paragraph **(f)**:

Subparagraph **(d)(i)** does not apply to “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 “competition vehicles” and/or “official vehicles” 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.

- The following is added to exclusion **(g)** under **SECTION I—COVERAGES, Coverage A, 2. Exclusions**:

“Competition vehicles” or “official vehicles” during a “covered program” while on “premises.”

- Paragraph **(2)** of Exclusion **(h)** under **SECTION I—COVERAGES, Coverage A, 2. Exclusions** is deleted and replaced with the following:

The use of “mobile equipment” in, or while in practice for, or while being prepared for, any pre-arranged racing, speed, demolition, or stunting activity. This exclusion does not apply to “competition vehicles” or “official vehicles” during a “covered program” while on “premises.”

- The following exclusions are added to **SECTION I—COVERAGES A and C**, subsection **2. Exclusions**:

This insurance does not apply to:

- “Property damage” to:
  - Property owned by, loaned to, leased to, rented to or used by any “participant” or your employee when in any “restricted area”; or
  - Any “auto,” “official vehicle” or “competition vehicle” when in any “restricted area.”
- “Bodily injury” or “property damage” arising out of the use of the “premises” for any exhibition, event or activity not a part of the “covered program.”
- “Bodily injury” to:
  - Any person injured in a “restricted area” from whom you have not previously obtained a valid release and waiver on a form approved by us; or
  - Any person under the age of 18 years who is injured in a “restricted area” from whom you have not previously obtained a valid release and waiver signed by the minor person’s parent or legal guardian, on a form approved by us.

This exclusion does not apply if:

1. You require each person to sign a release and waiver form previously approved by us prior to the "covered program"; and
2. Your failure to obtain a valid and executed release and waiver was due to your inadvertent error, or misrepresentation or fraud by the person.
4. "Bodily injury" or "property damage" to any person:
  - a. Who is a promoter or sponsor of a World Pulling International, Inc., or the National Tractor Pullers Association, Inc., or any other similar association or organization event; or
  - b. Who is a sledowner or crewmember of a sledowner.
5. "Bodily injury" to any "participant."

**C. The following definitions are added to SECTION V—DEFINITIONS:**

"Competition Vehicle" means any self-propelled or land motor vehicle on the "premises" for the specific purpose of competing or performing in a "covered program."

"Covered Program" means any event which:

- a. Was specifically submitted to us as a scheduled event or activity at the inception of this policy; or
- b. Is usual and customary to your business activities and events; or
- c. Has been specifically endorsed to this policy.

"Covered program" includes registration and technical inspection on or off the "premises."

"Official vehicle" means any vehicle, other than a "competition vehicle," on "premises" that is allowed access into the "restricted area."

"Participant" means any person granted permission to enter the "restricted area" but only if:

- a. The person has clearly defined duties directly allotted to them as respects a "covered program"; and
- b. The person is within the "restricted area."

"Premises" means:

- a. The pull location;
- b. Roads, buildings or structures adjacent to the pull location; and
- c. Official registration or inspection locations.

"Restricted Area" means any area requiring special authorization, credentials or permission to enter and to which admission by the general public is restricted or prohibited.

**D. Conditions**

For purposes of this endorsement, all of the provisions within **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS** are incorporated herein by reference and apply to this endorsement except to the extent any conditions below differ.

The following are added to **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS:**

- a. The following is added to **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 2.b.

Immediately deliver to us the required release and waiver form dated and signed prior to the time of the "occurrence." With respect to minors, the release and waiver form must be signed by the minor person's parent or legal guardian.

- b. You must utilize a release and waiver form that we approve prior to the "covered program."

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AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## POWER BOAT RACING LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE

**A. SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

1. The following is added to exclusion (g) under **SECTION I—COVERAGES, Coverage A**, subsection **2. Exclusions**:

“Watercraft” or “official vehicles” during a “covered program” while on “premises.”

2. Paragraph (2) of Exclusion (h) under **SECTION I—COVERAGES, Coverage A**, subsection **2. Exclusions** is deleted and replaced with the following:

The use of “mobile equipment” in, or while in practice for, or while being prepared for, any pre-arranged racing, speed, demolition, or stunting activity. This exclusion does not apply to “official vehicles” during a “covered program” while on “premises.”

3. Exclusion (d) under **SECTION I—COVERAGES, Coverage A, 2. Exclusions** is deleted and replaced with the following:

Any obligation of the Insured under a workers’ compensation, disability benefits or unemployment compensation law or any similar law, including but not limited to, the United States Longshore and Harbor Workers’ Compensation Act and the Jones Act.

**B. The following exclusions are added to SECTION I—COVERAGES A and C, subsection 2. Exclusions:**

This insurance does not apply to:

1. “Property damage” to:
  - a. Property owned by, loaned to, leased to, rented to or used by any “participant” or your employee when in any “restricted area”; or
  - b. Any “auto,” “official vehicle” or “watercraft” when in any “restricted area.”
2. “Bodily injury” or “property damage” arising out of the use of the “premises” for any exhibition, event or activity not a part of the “covered program.”
3. “Bodily injury” or “property damage” arising out of any accident which occurs during any “watercraft” activities under power (competition, testing, tuning, etc.), conducted during non-racing periods; however, coverage is in effect for normal safeguarded activities in the “restricted area” and on the competition course.
4. “Bodily injury” to:
  - a. Any person injured in a “restricted area” from whom you have not previously obtained a valid release and waiver on a form approved by us; or
  - b. Any person under the age of 18 years who is injured in a “restricted area” from whom you have not previously obtained a valid release and waiver signed by the minor person’s parent or legal guardian, on a form approved by us.

This exclusion does not apply if:

1. You require each person to sign a release and waiver form previously approved by us prior to the "covered program"; and
2. Your failure to obtain a valid and executed release and waiver was due to your inadvertent error, or misrepresentation or fraud by the person.

5. "Bodily injury" to any "participant."

**C. The following definitions are added to SECTION V. DEFINITIONS:**

"Covered Program" means any event which:

- a. Was specifically submitted to us as a scheduled event or activity at the inception of this policy; or
- b. Is usual and customary to your business activities and events; or
- c. Has been specifically endorsed to this Policy.

"Covered program" includes registration and technical inspection on or off the "premises."

"Official vehicle" means vehicles or "watercraft" on premises which are allowed access into the "restricted area." An "official vehicle" includes, but is not limited to, an ambulance, fire truck, tow truck, barge, boat, communication worker's car, physician's car, course or safety marshal's car or any other substitute vehicle.

"Participant" means any person granted permission to enter the "restricted area" but only if:

- a. The person has clearly defined duties directly allotted to them as respects a "covered program"; and
- b. The person is within the "restricted area."

"Premises" means the body of water limited to the distance from the course the event may be watched with the unaided eye from water level or while on board a "watercraft" including the appurtenant land adjacent to the course.

"Restricted Area" means any area requiring special authorization, credentials or permission to enter and to which admission by the general public is restricted or prohibited.

"Watercraft" means any boat or personal watercraft registered with the sanctioning body or association for the specific purpose of competing or performing in a "covered program" on the "premises."

**D. Conditions**

For purposes of this endorsement, all of the provisions within **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS** are incorporated herein by reference and apply to this endorsement except to the extent any conditions below differ.

The following are added to **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS:**

- a. The following is added to **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 2.b.

Immediately deliver to us the required release and waiver form dated and signed prior to the time of the "occurrence." With respect to minors, the release and waiver form must be signed by the minor person's parent or legal guardian.

- b. You must utilize a release and waiver form that we approve prior to the "covered program."

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AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PROFESSIONAL LIABILITY COVERAGE FOR SPORTS OR FITNESS ACTIVITIES

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

This insurance does not apply to any “bodily injury” or “property damage” covered under **COVERAGE—PROFESSIONAL LIABILITY FOR SPORTS OR FITNESS ACTIVITIES**.

- B.** The following is added to **SECTION I—COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, subsection **2. Exclusions:**

This insurance does not apply to any “personal and advertising injury” covered under **COVERAGE—PROFESSIONAL LIABILITY FOR SPORTS AND FITNESS ACTIVITIES**.

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

We will not pay expenses for “bodily injury” covered under **COVERAGE—PROFESSIONAL LIABILITY FOR SPORTS AND FITNESS ACTIVITIES**.

- D.** The following is added to **SECTION I—COVERAGES:**

**COVERAGE—PROFESSIONAL LIABILITY FOR SPORT OR FITNESS ACTIVITIES**

#### 1. Insuring Agreement

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages

because of a “wrongful act” 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 to which this insurance does not apply. We may, at our discretion, investigate any “wrongful act” and settle any claim or “suit” that may result. But:

- (1)** The amount we will pay for damages is limited as described in **Section III—Limits of Insurance**; and
- (2)** Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **Coverage L**.

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

- b.** This insurance applies only if:

- (1)** The “wrongful act” takes place within the “coverage territory” and during the policy period; and
- (2)** The “wrongful act” occurs during the course and scope of duties by or on behalf of the named insured.

#### 2. Exclusions

This insurance does not apply to:

- a. "Bodily injury" and "property damage" that is excluded under **SECTION I—COVERAGES, COVERAGE A, 2. Exclusions**, Paragraphs **a., c., d., e., f., g., i., and o.**;
  - b. Any liability arising out of advising, providing or selling any type of dietary supplements, diet plans, dieting information, weight reduction plans or information, or prescription medications, including but not limited to, herbs, dietary pills, energy supplements, or weight loss or gain substances;
  - c. Any liability arising out of providing or failing to provide professional health care services;
  - d. Any liability arising out of any intentionally wrongful, dishonest, fraudulent or criminal act committed by any insured;
  - e. Any liability of others assumed by any insured under any contract or agreement;
  - f. Any claim or "suit" arising out of: improper or inappropriate fees or charges for the insured's services or membership; or any pre-paid contract for Professional Services;
  - g. Any non-compensatory amounts, including but not limited to, punitive, exemplary or multiplication of damages, fines, taxes or penalties, in whatever form assessed;
  - h. Any claim or "suit" alleging or arising out of any actual or alleged false advertising, misrepresentation in advertising, antitrust, unfair competition, restraint of trade, unfair or deceptive business practices;
  - i. Any liability caused by, resulting from, or arising out of, or in any way related to asbestos or lead;
  - j. Any liability to:
    - (1) A person arising out of any:
      - (a) Refusal to employ that person;
      - (b) Termination of that person's employment;
      - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination 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 insured may be liable as an employer or in any other capacity; and
  - (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- k. "Bodily injury" or "property damage" arising from the maintenance of, or failure to maintain tangible property, including but not limited to any equipment pertaining or relating to the practice of a trainer, which is owned or occupied by, or rented to, or used by any Insured or is in any Insured's care, custody or control, or as to which any Insured is exercising physical control;
  - l. Any claim or "suit" arising out of either undue familiarity, sexual abuse or licentious, immoral or sexual behavior intended to lead to, or culminating in any sexual act, whether caused by, or at the instigation of, or at the direction of, either known or unknown by any insured or the customers or patrons of the Named Insured;
  - m. Any claim or "suit" arising out of acts or services performed by any insured who is not registered, licensed or certified to perform such acts or services, if such licensing, registration or certification is required by law or by any federal, state, or local governmental, regulatory, or administrative agency;
  - n. Any claim or "suit" by an Insured against another insured;
  - o. Any claim or "suit" based upon, arising out of, directly or indirectly, in consequence of, or involving in any way, any Wrongful Act committed by any person while actually or allegedly under the influence of intoxicants or narcotics;
  - p. Any claim or "suit" based upon, arising out of or involving in any way the sale or furnishing of any food or beverage, whether in a cafeteria or otherwise;

- q. Any claim or “suit” based upon, arising out of, directly or indirectly resulting from or involving in any way any actual or alleged violation any federal, state or local statute, common law, order or regulation, including, but not limited to any violations of any local, state, or federal usury, truth-in-lending or other consumer protection laws, statutes, orders, or regulations;
- r. Any claim or “suit” based upon or arising out of actual or alleged commingling, or handling of funds, or inability or failure to pay, collect or safeguard funds;
- s. Any claim or “suit” based upon or arising out of the bankruptcy, insolvency, or financial inability to pay of any entity;
- t. Any claim or “suit” brought by, in the right of or in the name of, or on behalf of any agent, independent contractor or subcontractor of any insured, including without limitation any employee of any agent, independent contractor or subcontractor of any insured; or
- u. any claim or “suit” arising out of the alleged breach of any express or implied warranty or guarantee.

3. For purposes of this endorsement, the following replaces **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:

- a. All expenses we incur.
- b. 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.

These payments will not reduce the Limits of Insurance.

E. For purposes of this endorsement, the following replaces **SECTION II—WHO IS AN INSURED:**

**SECTION II—WHO IS AN INSURED**

- 1. You.
- 2. Any of your employees while conducting “sports or fitness activities” on your behalf.
- 3. Any of your partners, directors, officers, stockholders, or members, while acting within the scope of their duties.

F. For purposes of this endorsement, the following replaces **SECTION III, LIMITS OF INSURANCE, paragraph 2.:**

- 2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under **Coverage C;**
  - b. Damages under **Coverage A**, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”;
  - c. Damages under **Coverage B;** and
  - d. Damages under **COVERAGE—PROFESSIONAL LIABILITY FOR SPORTS AND FITNESS ACTIVITIES.**

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AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LEGAL LIABILITY TO PARTICIPANTS—MEMBER LIABILITY

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. Additional Exclusions.**

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

This insurance does not apply to:

“Bodily injury” to a “participant.”

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

This insurance does not apply to:

“Bodily injury” to a “participant.”

**B. Insuring Agreement.**

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

**COVERAGE—LEGAL LIABILITY TO “PARTICIPANTS”**

**1. Insuring Agreement.**

- a. If, and only if, “participant accident insurance” is carried by or on behalf of the “participant” and is in effect at the time of any “occurrence” giving rise to a claim under this endorsement then, we will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury” to any “participant” during a “covered program.” 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” to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” and settle any claim or “suit” that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **C. Limits of Insurance** in this endorsement; and
- (2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements.

**b. This insurance applies to “bodily injury” only if:**

- (1) The “bodily injury” is caused by an “occurrence” that takes place in the “coverage territory”; and
- (2) The “bodily injury” occurs during the policy period.

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

**2. Exclusions.**

This insurance does not apply to:

- a. “Bodily injury” that is excluded under **SECTION I—COVERAGES, Coverage A, 2. Exclusions, Paragraphs a., b., c., d., e., f., g., h., i., and o.**

- b. The following is added to **SECTION I—COVERAGES, Coverage A, 2. Exclusions, Exclusion (f)**:

Subparagraph **(d)(i)** does not apply to “bodily injury” 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 “competition vehicle” or “official vehicle” 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” 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.

- c. The following is added to Exclusion **(g)** under **SECTION I—COVERAGES, Coverage A, 2. Exclusions**:

“Competition vehicles” or “official vehicles” during a “covered program” while on “premises.”

- d. Paragraph **(2)** of **Exclusion (h)** under **SECTION I—COVERAGES, Coverage A, 2. Exclusions** is deleted and replaced with the following:

**(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. This exclusion does not apply to “competition vehicles” or “official vehicles” during a “covered program” while on “premises.”

- e. “Bodily injury” arising out of the use of the premises for any exhibition, event, or activity not a part of the “covered program.”

- f. “Bodily injury” to:

**(1)** Any “participant” injured in a “restricted area” from whom you have

not previously obtained a valid release and waiver on a form approved by us; or

- (2)** Any “participant” under the age of 18 years who is injured in a “restricted area” from whom you have not previously obtained a valid release and waiver signed by the minor person’s parent or legal guardian, on a form approved by us.

This exclusion does not apply if:

- (1)** You require each “participant” to sign a release and waiver form previously approved by us prior to the “covered program”; and
- (2)** Your failure to obtain a valid and executed release and waiver was due to your inadvertent error, or misrepresentation or fraud by the “participant.”

- g. “Bodily injury” to any person:

- (1)** Who is a promoter, landowner or sponsor of a World Pulling International, Inc., or the National Tractor Pullers Association, Inc., or any other similar association or organization event; or
- (2)** Who is a sledowner or crewmember of a sledowner.

### C. Limits of Insurance.

#### 1. **SECTION III—LIMITS OF INSURANCE, Paragraph 2.** is replaced by the following:

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

- a. Medical Expenses under **Coverage C**;
- b. Damages under **Coverage A**, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”;
- c. Damages under **Coverage B**; and
- d. Damages under **Coverage—LIABILITY TO “PARTICIPANTS.”**

2. The following is added to **SECTION III—LIMITS OF INSURANCE:**

Subject to paragraph 2. above, the Liability to Participants Limit shown in the Declarations is the most we will pay for the sum of all damages under **Coverage—Liability To “Participants”** because of all “bodily injury” to “participants” arising out of any one “occurrence.”

**D. Definitions.**

The following are added to **SECTION V—DEFINITIONS:**

- a. “Competition vehicle” means any self-propelled vehicle or land motor vehicle on the “premises” for the specific purpose of competing or performing in a “covered program.”
- b. “Covered program” means any event which:
  - 1. Was specifically submitted to us as a scheduled event or activity at the inception of this policy; or
  - 2. Is usual and customary to your business activities and events; or
  - 3. Has been specifically endorsed to this Policy.
 “Covered program” includes registration and technical inspection on or off the “premises.”
- c. “Official vehicle” means vehicle, other than “competition vehicle,” on “premises” that is allowed access into the “restricted area.”
- d. “Participant” means any person that you grant permission to enter the “restricted area” but only if:
  - 1. The person has clearly defined duties directly allotted to them as respects a “covered program”; and
  - 2. The person is within the “restricted area.”

- e. “Participant accident insurance” means insurance acceptable to us covering “participants” which contains minimum limits of:

Accidental Death & Dismemberment	Medical Reimbursement
\$	\$

Any national, state or provincial government health plan in effect will constitute “participant accident insurance.”

- f. “Premises” means:
  - 1. The pull location;
  - 2. Roads, buildings or structures adjacent to the pull location;
  - 3. Official registration or inspection locations.
- g. “Restricted area” means any area requiring special authorization, credentials or permission to enter and to which admission of the general public is restricted or prohibited.

**E. Conditions.**

- 1. For the purposes of this endorsement, the following is added to **SECTION IV—CONDITIONS 2.b.:**

Immediately deliver to us the required release and waiver form dated and signed prior to the time of the “occurrence.” With respect to minors, the release and waiver form must be signed by the minor person’s parent or legal guardian.
- 2. Further, the following conditions apply to coverage provided by this endorsement:
  - a. You must utilize a release and waiver form that we approve prior to the “covered program.”
  - b. You must maintain “participant accident insurance.”

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AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### LEGAL LIABILITY TO PARTICIPANTS—SLEDOWNERS LIABILITY

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. Additional Exclusions.**

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

This insurance does not apply to:

“Bodily injury” to a “participant.”

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

This insurance does not apply to:

“Bodily injury” to a “participant.”

**B. Insuring Agreement.**

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

**COVERAGE—LIABILITY TO “PARTICIPANTS”**

**1. Insuring Agreement.**

- a. If, and only if, “Participant Accident Insurance” is carried by or on behalf of the “Participant” and is in effect at the time of any “occurrence” giving rise to a claim under this endorsement then, we will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury” to any “participant” during a “covered program.” 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” to which this insurance does not apply. We may, at our discretion, investigate any

“occurrence” and settle any claim or “suit” that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **C. Limits of Insurance** in this endorsement; and
- (2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements.

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

- (1) The “bodily injury” is caused by an “occurrence” that takes place in the “coverage territory”; and
- (2) The “bodily injury” occurs during the policy period.

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

**2. Exclusions.**

This insurance does not apply to:

- a. “Bodily injury” that is excluded under **SECTION I—COVERAGES, Coverage A, 2. Exclusions, Paragraphs a., b., c., d., e., f., g., h., i. and o.**
- b. The following is added to **SECTION I—COVERAGES, Coverage A, 2. Exclusions, Exclusion (f)**:

Subparagraph **(d)(i)** does not apply to “bodily injury” 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 “competition vehicles” or “official vehicles” 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” 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.

**c.** The following is added to Exclusion **(g)** under **SECTION I—COVERAGES, Coverage A, 2. Exclusions:**

“Competition vehicles” or “official vehicles” during a “covered program” while on “premises.”

**d.** Paragraph **(2)** of Exclusion **(h)** under **SECTION I—COVERAGES, Coverage A, 2. Exclusions** is deleted and replaced with the following:

The use of “mobile equipment” in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity. This exclusion does not apply to “competition vehicles” or “official vehicles” during a “covered program” while on “premises.”

**e.** “Bodily injury” arising out of the use of the “premises” for any exhibition, event, or activity not a part of the “covered program.”

**f.** “Bodily injury” to:

**(1)** Any “participant” injured in a “restricted area” from whom you have not previously obtained a valid release and waiver on a form approved by us; or

**(2)** Any “participant” under the age of 18 years who is injured in a “restricted area” from whom you have not previously obtained a valid release and waiver signed by the minor person’s parent or legal guardian, on a form approved by us.

This exclusion does not apply if:

**(1)** You require each “participant” to sign a release and waiver form previously approved by us prior to the “covered program”; and

**(2)** Your failure to obtain a valid and executed release and waiver was due to your inadvertent error, or misrepresentation or fraud by the “participant.”

**g.** “Bodily injury” to any person:

**(1)** Who is a promoter, landowner or sponsor of a World Pulling International, Inc., or the National Tractor Pullers Association, Inc., or any other similar association or organization event; or

**(2)** Who is a member of World Pulling International, Inc., or the National Tractor Pullers Association, Inc., or any other similar association or organization.

**C. Limits of Insurance.**

**SECTION III—LIMITS OF INSURANCE**, Paragraph **2.** is replaced by the following:

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

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

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

**c.** Damages under **Coverage B**; and

**d.** Damages under **Coverage LIABILITY TO “PARTICIPANTS.”**

The following is added to **SECTION III—LIMITS OF INSURANCE:**

Subject to **2.** above, the Liability to “Participants” Limit shown in the Declarations is the most we will pay for the sum of all damages under Liability To “Participants” because of all “bodily injury” to “participants” arising out of any one “occurrence.”

**D. Definitions.**

The following are added to **SECTION V—DEFINITIONS:**

**a.** “Competition vehicle” means any self-propelled vehicle or land motor vehicle on the

“premises” for the specific purpose of competing or performing in a “covered program.”

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

“Covered program” includes registration and technical inspection on or off the “premises.”

- c. “Official vehicle” means a vehicle, other than a “competition vehicle,” on “premises” that is allowed access into the “restricted area.”
- d. “Participant” means any person that you grant permission to enter the “restricted area” but only if:
1. The person has clearly defined duties directly allotted to them as respects a “covered program”; and
  2. The person is within the “restricted area.”
- e. “Participant accident insurance” means insurance acceptable to us covering “participants” which contains minimum limits of:

Accidental Death & Dismemberment	Medical Reimbursement
\$	\$

Any national, state or provincial government health plan in effect will constitute “participant accident insurance.”

- f. “Premises” means:
1. The pull location;
  2. Roads, buildings or structures adjacent to the pull location;
  3. Official registration or inspection locations.
- g. “Restricted area” means any area requiring special authorization, credentials or permission to enter and to which admission of the general public is restricted or prohibited.

**E. Commercial General Liability Conditions.**

1. For the purposes of this endorsement, the following is added to **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS 2.b.:**

Immediately deliver to us the required release and waiver form dated and signed prior to the time of the “occurrence.” With respect to minors, the release and waiver form must be signed by the minor person’s parent or legal guardian.

2. Further, the following conditions apply to coverage provided by this endorsement:
- a. You must utilize a release and waiver form that we approve prior to the “covered program.”
  - b. You must maintain “participant accident insurance.”

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AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LEGAL LIABILITY TO PARTICIPANTS WHO ARE MINORS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to “bodily injury” to any “participant” during a “covered program” who is under the age of sixteen (16) years old at the time of the “occurrence.”

This exclusion does not apply:

1. To a “participant” who is not a driver or rider;
2. If the “participant” driver possesses a valid driver’s license; or
3. The “participant” is injured during a “covered program” listed in the schedule below.

Event	Date(s)	Location	Minimum Age

\_\_\_\_\_/\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

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## MOTORSPORTS LIABILITY

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Under **SECTION I—COVERAGES, COVERAGE A**, subsection **2. Exclusions**, paragraph **h.(2)** Mobile equipment is deleted in its entirety.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED—MEDICAL TRAINERS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Paragraph **2.a.** of **SECTION II—WHO IS AN INSURED** is amended to:

Include as an insured any “employee” or “volunteer worker” who is a trainer, but only while acting on your behalf and within the scope of their duties as such. A trainer is defined as anyone, who under the direction, advice and consent of his/her team physician carries out the practice of prevention and/or physical rehabilitation of injuries incurred by athletes.

However, in no event shall the coverage provided by this endorsement apply to any loss based upon, arising out of or involving in any way:

- (a) “Bodily Injury” 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 your “volunteer workers”, or to a fellow employee while in the course of his or her employment or performing duties related to the conduct of your business except for professional athletes;
- (b) the performance of or failure to perform services which, according to ordinance or statute, can only be performed by a licensed medical practitioner, other than a licensed physical therapist;
- (c) either undue familiarity, sexual abuse or licentious, immoral or sexual behavior intended to lead to, or culminating in any sexual act, whether caused by, or at the instigation of, or at the direction of, either known or unknown by any insured or the customers or patrons of the Named Insured;

- (d) acts or services performed by any insured who is not registered, licensed or certified to perform such acts or services, if such licensing, registration or certification is required by law or by any federal, state, or local governmental, regulatory, or administrative agency.

**SECTION I—COVERAGES, Coverage A**, subsection **2. Exclusions**, paragraph **e.** does not apply to “bodily injury” to a fellow “employee” who is a professional athlete performing duties related to the conduct of your business and which:

1. Arises out of an action or omission of a fellow “employee” who is a trainer; and
2. Arises out of the fellow “employee’s” employment or while performing the duties related to the conduct of your business.

If other valid and collectible insurance with any other insurer including any formal self-insured retention program is available to you and/or any other insured covering a loss also covered by this endorsement, other than insurance that is specifically in excess of the insurance afforded by this Policy, the insurance afforded by this endorsement shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this endorsement subject to the terms, conditions and limitations of paragraph **4. Other Insurance** of **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS**.

It is a condition precedent for coverage under this endorsement that each "employee" or "volunteer worker" who is a trainer and member of the National Athletic Trainers Association maintain other primary professional liability coverage with limits not less than \$1,000,000 each "occurrence" and \$2,000,000 in the aggregate. Otherwise, those individuals shall not have coverage provided under this endorsement.

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AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION—RECREATIONAL VEHICLES

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART GARAGE COVERAGE FORM

This insurance does not apply to “bodily injury,” “property damage,” or “personal and advertising injury” to any of the following indicated by an “X” in any boxes shown below.

Aircraft/Hot Air Balloon

Arising out of the ownership, operation, maintenance, use, loading, or unloading of any flying craft or vehicle, including, but not limited to, any aircraft, hot air balloon, glider, parachute, helicopter, missile or spacecraft.

Airport

Arising out of the ownership, operation, maintenance or use of any airfield or airport facility or premises.

Motorized Vehicle/Motorcycle/Watercraft/Power Boat

Arising out of the ownership, maintenance, use, entrustment to others, loading or unloading in practicing for, qualifying for or testing for any racing, speed, demolition or stunting activity which involves any motorized vehicle, including, but not limited to, any “auto,” “mobile equipment,” motorcycle, snowmobile, watercraft or powerboat.

Sailboat

Arising out of the ownership, operation, maintenance, use, loading or unloading in practicing for, qualifying for or testing for any racing, speed, demolition or stunting activity which involves any sailboat. This

exclusion does not apply to sailboat racing that an insured performs in the regular course of instruction.

Snow Sled

Arising out of the ownership, operation, maintenance, use, loading or unloading of any equipment or device used for snow sledding, including, but not limited to, any inflatable tube, saucer, sled, toboggan or bobsled. This exclusion does not apply when such equipment or device is used by you, your employee or ski patrol to provide emergency rescue or first aid.

Leased/Loaned/Rented Recreational Vehicle

Arising out of the ownership, operation maintenance, use, loading or unloading of any recreational vehicle, including, but not limited to, any motorhome, boat, personal watercraft, golf cart, snowmobile, motorcycle, or all-terrain vehicle when leased, loaned or rented to others.

Saddle Animal

Arising out of the ownership, operation, maintenance, use, loading or unloading of any saddle animal, including, but not limited to, riding on any saddle animal or riding on any vehicle which is drawn or powered by any animal.

Snowmobile

Arising out of the ownership, operation, maintenance, use, loading or unloading of any snowmobile.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SPECIAL EXPENSE COVERAGE

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERGE FORM

THE FOLLOWING MODIFIES THE COMMERCIAL GENERAL LIABILITY COVERAGE FORM AND FOR THE COVERAGE PROVIDED UNDER THE LEGAL LIABILITY TO PARTICIPANTS COVERGEE ENDORSEMENT:

**A. Additional Exclusions**

The following is added to **SECTION 1- COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE—LIABILITY TO PARTICIPANTS, 2. Exclusions:**

This insurance does not apply to:

Any "special expenses" and group counseling expenses which are covered under COVERAGE X. SPECIAL EXPENSE AND/OR GROUP COUNSELING COVERAGE.

**B. Insuring Agreement**

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

**SPECIAL EXPENSES AND/OR GROUP COUNSELING COVERAGE**

**1. Insuring Agreement**

a. We will reimburse you for:

- (1) "Special expenses" which you pay for the benefit of "immediate family members" of a "severely injured" person; and
- (2) Group counseling expenses which you pay for the benefit of:
  - (a) "Immediate family members" of a "severely injured" person.

b. This insurance only applies to "special expenses" and group counseling expenses which;

- (1) Arise out of an "occurrence" covered under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** or **LIAB-ILITY TO "PARTICIPANTS"** of this policy; and
- (2) Are incurred within seven (7) days of such "occurrence."

**C. Limits of Insurance**

The following is added to **SECTION III—LIMITS OF INSURANCE:**

- 1. The Coverage-Special Expenses and/or Group Counseling Expenses Aggregate Limit shown in the Declarations is the most we will reimburse you for "special expenses" and group counseling expenses during any one annual policy period.
- 2. Subject to the Coverage-Special Expenses and/or Group Counseling Expenses Aggregate Limit above, the Coverage-Special Expense and/or Group Counseling Expenses Limit of Insurance shown in the Declarations is the most we will reimburse you for "special expenses" and group counseling expenses arising out of any one covered "occurrence." The most we will reimburse you for "special expenses" and/or group counseling expenses on behalf of any one "immediate family member" is \$3000.

Expense reimbursements paid under Coverage-Special Expenses and/or Group Counseling Expenses shall not reduce the General Aggregate Limit.

**D. Additional Conditions**

For purposes of this endorsement, the following is added to **SECTION IV—CONDITIONS:**

**10. DUTIES IN THE EVENT OF COVERED “SPECIAL EXPENSES” AND/OR GROUP COUNSELING EXPENSES**

You must:

- a. See to it that we receive written notice of the “occurrence” as soon as practicable; and
- b. Submit documentation of your “special expenses” and group counseling expenses for reimbursement with sufficient detail to enable us to verify compliance with the definition of “special expenses.”

**E. DEFINITIONS**

For the purposes of this endorsement, the following are added to **SECTION V—DEFINITIONS:**

- 1. “Immediate family members” means a parent, legal guardian, spouse, child, brother or sister.
- 2. “Severely injured” means death, total physical disability or hospitalization for any “bodily injury” for greater than 72 hours.
- 3. “Special Expenses” means:
  - a. Travel expenses between the “immediate family members” home and place of treatment; and
  - b. Lodging and meals for “immediate family members” during travel and stay at place of treatment.

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AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXPENSE REIMBURSEMENT FOR COMPETITION VEHICLE DAMAGE CLAIMS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following modifies the Commercial General Liability Coverage form and for the coverage provided in the Member Liability Coverage, Motorsports Racing Liability Coverage, Promoter Liability Insurance and Sledowners Liability Coverage.

**A. Additional Exclusions**

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

**COVERAGE—EXPENSE REIMBURSEMENT**

We will reimburse you for “expenses” arising out of a claim or “suit” by a “participant” alleging “property damage” to any “competition vehicle” while in a “restricted area” during a “covered program.” This reimbursement is subject to a co-payment as provided in **B. Limits Of Insurance** below.

We have no obligation or duty to defend against any claim or suit covered by this Expense Reimbursement endorsement.

**B. Limits Of Insurance**

The following is added to **SECTION III—LIMITS OF INSURANCE:**

The most we will reimburse you for “expenses” under **COVERAGE—EXPENSE REIMBURSEMENT** arising from “covered programs” during any one annual policy period is \$100,000. This limit is in addition to and not part of any other limits specified in **SECTION III—LIMITS OF INSURANCE.**

Each reimbursement by us under **COVERAGE—EXPENSE REIMBURSEMENT** is subject to a 10% co-payment by you. We will reimburse you for 90% of all covered “expenses,” subject to the annual policy period limit specified above.

**C. Additional Conditions**

With respect to this endorsement, the following condition is added to **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS:**

**Duties In The Event Of “Covered Expenses”**

If a claim or “suit” covered by this endorsement is brought against you, you must:

- a.** Be sure that we receive written notice of the claim or “suit” as soon as practicable; and
- b.** Submit your “expenses” for reimbursement with sufficient detail to verify compliance with the definition of “expenses.”

**D. Definitions**

With respect to this endorsement, the following is added to **SECTION V—DEFINITIONS:**

“Expenses” means costs, expenses, and legal fees incurred in the investigation, adjustment, defense, or appeal of a claim or “suit” covered by this endorsement. “Expenses” shall not include remuneration, salary, overhead, or benefit expenses of any insured.

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## AMENDATORY MOTORSPORT ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following modifies the Commercial General Liability Coverage form and for the coverage provided in the Independent Club Event Liability, Member Liability Coverage, Motorsports Racing Liability Coverage, Motorsports/Racing Owners/Sponsors Liability Coverage, Power Boat Racing Liability Coverage, Promoter Liability Insurance and Sledowners Liability Coverage.

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

#### PREMIUM REFUNDS FOR EVENT CANCELLATION

In the event a “covered program” is completely canceled for any reason and no “participants” or spectators have been admitted to the “premises” or no “competition vehicles” have been on the track, no premium will be charged for the “covered program.” Any premium received will be applied to future “covered programs” and no coverage is provided for the canceled event.

If a “covered program” is canceled for any reason, including adverse weather conditions, after any “participants” or spectators have been admitted to the “premises” and/or any “competition vehicles” have been on the track for any reason, 25% of the premium for said program will be retained by us.

In the event more than one-half of the “covered program” has been run before being canceled, or, if the spectators’ rain checks are not honored at any other race date, 100% of the premium will be retained by us.

Regardless of events canceled or premium refunded, the minimum earned premium still applies.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED—VOLUNTEERS

This endorsement modifies insurance provided under the following:

### LIQUOR LIABILITY COVERAGE PART

Paragraph **2.a.** of **SECTION II—WHO IS AN INSURED** is deleted and replaced by the following:

**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)** “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, or to your “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; 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 Paragraphs **(1)(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,” “volunteer workers,” by any of your partners or members (if you are a partnership or joint venture), or by any of your members (if you are a limited liability company).

The following definition is added to **SECTION V—DEFINITIONS**:

“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.

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## RIDE AND DRIVE EVENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following modifies the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** and for the coverage provided in the **MOTORSPORTS RACING LIABILITY COVERAGE ENDORSEMENT**.

The following Limits Of Insurance are applicable for the Type of Event indicated below.

Type of Event: Ride and Drives

Limits: \_\_\_\_\_ Each Occurrence  
 \_\_\_\_\_ Legal Liability to Participant

Rate: \_\_\_\_\_  Each Event     Annual

Location of Event: \_\_\_\_\_

With respects to Ride and Drive events, **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **4.b.(d)** is replaced with the following:

- (d) If the loss arises out of the maintenance or use of aircraft, "auto," watercraft or "competition vehicle" to the extent not subject to Exclusion g. of **SECTION I—Coverage A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, unless primary coverage is required by an "insured contract."

With respect to this endorsement, the following definitions for "competition vehicle" and "premises" are replaced by:

"Competition Vehicle" means any self-propelled or land motor vehicle on the "premises" for the specific purpose of performing in a "covered program."

"Premises" means":

- a. The course location or route to be used for "covered programs" as reported; and
- b. Official registration or inspection locations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NATIONAL HOT ROD ASSOCIATION AMENDATORY ENDORSEMENT

For the coverage provided in the **MOTORSPORTS RACING LIABILITY COVERAGE**, paragraph **B.3.** is replaced by:

3. "Bodily injury" to:
  - a. Any person injured in the "restricted area" from whom you have not obtained a release and waiver approved by us or the National Hot Rod Association; or
  - b. Any person under the age of 18 years who is injured in a "restricted area" from whom you have not obtained a release and waiver

approved by us or the National Hot Rod Association signed by the minor person's parent or legal guardian.

This exclusion does not apply if:

1. You require each person to sign an approved release and waiver form approved by us or the National Hot Rod Association prior to the "covered program"; and
2. Your failure to obtain an executed release and waiver was due to your inadvertent error or misrepresentation of fraud by the person.

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AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **EXCLUSION—TANNING**

This endorsement modifies insurance provided under the following:

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

This insurance does not apply to:

1. "Bodily Injury" arising out of exposure to rays within a tanning unit except those located on designated premises shown in the Schedule below;
2. Any "bodily injury" to the eye arising out of exposure to rays from the use of tanning equipment;
3. Any "bodily injury" arising out of customer regulation of the tanning unit timing controls; or
4. Any "bodily injury" caused by an carcinogen or resulting in any form of carcinoma, including but not limited to, malignant growths or any other cancerous disorder, or other "bodily injury" resulting therefrom.

#### **SCHEDULE**

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AUTHORIZED REPRESENTATIVE

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### **COMMUNICABLE DISEASE EXCLUSION**

This endorsement modifies insurance provided under the following:

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

This insurance does not apply to "bodily injury" or "personal and advertising injury" caused or alleged to have been caused by a communicable disease.

Communicable disease, as used in this endorsement, shall mean any infectious disease, including but not limited to, diseases caused by bacteria, viruses, fungi, protozoa, or any combination of the foregoing.

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AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NOTIFICATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A.** This insurance does not apply to “bodily injury,” “property damage” or “personal and advertising injury” arising out of an event, activity or condition on premises if such event, activity or condition:

- (1) Was not provided to us as a scheduled event, activity or condition during this policy period or the previous annual policy period;
- (2) Is not usual or customary to the insured’s premises or operations; or
- (3) Is one which we determine requires additional information for underwriting evaluation. These types of events, activities or conditions may include:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**B.** The following is added to **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS:**

With respect to any event, activity or condition stated above, you shall provide prompt notice to us at the following address:

K&K Insurance Group, Inc.  
1712 Magnavox Way  
P.O. Box 2338  
Fort Wayne, IN 46801

On receipt of such prompt notice, we will evaluate the event, activity or condition for underwriting purposes. If we decide to insure the event, activity or condition, we may charge an additional premium.

For purposes of this condition, prompt notice means written correspondence received by us within 7 business days prior to the event, activity or condition that provides all necessary information regarding the event, activity or condition. Such notice shall include, without limitation: (1) the nature of the event, activity or condition; (2) the proposed date; and (3) specific safety precautions.

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AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SUSPENSION OF COVERAGE

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

We may immediately suspend coverage for any event, activity or condition which does not meet our underwriting requirements. We will immediately communicate such suspension to you or any authorized representative of you. If suspension is due to a specific and isolated event, activity or condition which does not affect the entire premises or operations, the suspension will apply only to that specific and isolated event, activity, or condition. This policy will not apply to "bodily injury," "property damage," or "personal and

advertising injury" arising from any event, activity, or condition that is suspended. If we suspend coverage, we will provide notice to you at your last known address. We will also provide notice to each additional insured at its last known address. Notice will include:

- a. The date and time of the suspension;
- b. The premises or operation suspended; and
- c. The underwriting requirements not met which resulted in suspension.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITATION OF COVERAGE TO DESIGNATED PREMISES,  
ACTIVITIES OR OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This insurance applies only to “bodily injury,” “property damage,” “personal and advertising injury” and medical expenses arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or
2. The activities or operations shown in the Schedule.

**SCHEDULE**

Premises:

Activities or Operations:

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

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

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DATE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BROAD WORLDWIDE COVERAGE

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SECTION V—DEFINITIONS**, Paragraph 4., “Coverage territory” is replaced by the following:

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 **a.** above; or

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

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AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

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ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## UNINTENTIONAL ERROR KNOWLEDGE AND NOTICE OF ACCIDENT OR OCCURRENCE

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

Those conditions indicated by "x" apply to this policy:

**UNINTENTIONAL ERROR OR OMISSION**

Failure of the insured to disclose all hazards existing as of the inception date of the policy shall not prejudice the insured with respect to the coverage afforded by this policy provided such failure or omission is unintentional.

**KNOWLEDGE OF ACCIDENT OR OCCURRENCE**

Knowledge of an accident by the agent, servant or employee of the insured shall not in itself constitute knowledge of the insured unless an executive officer

of the insured's corporation shall have received such notice from its agent, servant or employee.

**NOTICE OF ACCIDENT OR OCCURRENCE**

If the insured reports the occurrence of an accident to a Workers' Compensation carrier, which later develops into a liability claim under this policy, the insured's failure to report the accident to us at the time of its occurrence shall not be deemed in violation of the policy's general conditions, provided the insured notifies us immediately upon becoming aware that the accident is of a liability nature.

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AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

# National Casualty Company

**ENDORSEMENT  
NO.** \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

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## **SCHEDULE OF EVENT(S)**

This endorsement modifies insurance provided under the following:

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

The coverages provided by this policy apply only to the event(s) listed below, and only for the specific date(s) of said event(s):

In the event of complete and total postponement of the above captioned event(s) from the specified event date(s), upon appropriate notification on your part to us or our representative\*, coverages as afforded by this policy shall be provided for said event(s) on a reassigned date, with no additional premium being assessed.

\*K&K Insurance Group, Inc.  
1712 Magnavox Way  
P.O. Box 2338  
Fort Wayne, IN 46801

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DELETION—CO-EMPLOYEE EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SECTION I—COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,

**2. Exclusions**, Paragraph **e. Employer’s Liability** is deleted if “bodily injury” to an “employee”:

- (1) Arises out of an action or omission of a fellow “employee;” and
- (2) Arises out of the fellow “employee’s” employment or while performing duties related to the conduct of your business.

For the purposes of this endorsement, **SECTION II—WHO IS AN INSURED**, Paragraph **2.**, Part **a.(1)**, Subparagraphs **(a)**, **(b)** and **(c)** are deleted.

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AUTHORIZED REPRESENTATIVE

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DATE





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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TEMPORARY AMBULANCE COVERAGE

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A.** The following is added to **SECTION I—COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, Item g. Aircraft, Auto or Watercraft:**

This insurance does not apply to:

Any vehicle which at your request, is being used as a "temporary ambulance" during a "covered program" while on the "premises" or traveling over a normal route from the "premises" to a hospital or returning directly to the "premises."

"Temporary ambulance" means any vehicle which is temporarily used as an ambulance.

- B.** The following is added to **SECTION II—WHO IS AN INSURED:**

For purposes of this endorsement, the registered owner and/or driver of any vehicle which is being used, at your request, as a "temporary ambulance."

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## LIMITED AMUSEMENT DEVICE COVERAGE

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. This insurance does not apply to “bodily injury” or “property damage” arising out of the ownership, operation, maintenance or use of any amusement device. However, this exclusion does not apply to amusement devices you do not own, operate, or maintain.

For purposes of this endorsement, amusement device means any device or equipment a person rides for enjoyment including, but not limited to, any mechanical or non-mechanical ride, slide, water slide (including any ski or tow when used in connection with a water slide), moonwalk or moonbounce, bungee operation

or equipment. Amusement device does not include any video arcade or computer game.

2. With respect to amusement devices you do not own, operate, or maintain, the following is added to **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, b. Excess Insurance, item (1)**:

That is insurance which provides coverage for amusement devices you do not own, operate, or maintain.

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AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DAMAGES TO PREMISES RENTED TO YOU

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following replaces **SECTION I—COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, Item j.:**

**j. Damage to Property**

“Property damage” to:

- (1) Property you own, rent, or occupy;
- (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 \_\_\_\_\_ 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.”

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## WORLDWIDE COVERAGE

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,**  
**1. Insuring Agreement** is replaced with the following:

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, but not the duty or obligation, to defend the insured against any “suit” seeking those damages as specified in **f.** below. We will have the right and duty to defend the insured against any “suit” seeking those damages as specified in **g.** below. However, we will have no duty to defend the insured against any “suit” seeking damages for “bodily injury” or “property damage” to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” and settle any claim or “suit” that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III—LIMITS OF INSURANCE**; and
- (2) Our agreement to pay damages ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **Coverage 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. We will have the right, but not the duty or obligation, to defend the insured when the “suit” is filed or pending in a jurisdiction which is other than that described in **SECTION V—DEFINITIONS, 4.a.**
- g. We will have the duty to defend the insured when the “suit” is filed or pending in a jurisdiction which is described in **SECTION V—DEFINITIONS, 4.a.**

**2. SECTION I—COVERAGES, Coverage B—PERSONAL AND ADVERTISING INJURY LIABILITY, 1. Insuring Agreement** is replaced with the following:

- 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, but not the duty or obligation, to defend the insured against any “suit” seeking those damages as specified in **c.** below. We will have the right and duty to defend the insured against any “suit” seeking those damages as specified in **d.** below. However, we will have no duty to defend the insured against any “suit” seeking damages for “personal and advertising injury” to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or “suit” that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III—LIMITS OF INSURANCE**; and

- (2) Our agreement to pay damages ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **Coverage 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. We will have the right, but not the duty or obligation, to defend the insured when the “suit” is filed or pending in a jurisdiction which is other than that described in **SECTION V—DEFINITIONS, 4.a.**
- d. We will have the duty to defend the insured when the “suit” is filed or pending in a jurisdiction which is described in **SECTION V—DEFINITIONS, 4.a.**

**3. SECTION V—DEFINITIONS, 4. “Coverage Territory”** is replaced with the following:

- 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 **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 **a.** above;
  - (2) The activities of a person whose home is in the territory described in **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 **a.** above or in a settlement we agree to.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

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## EARNED PREMIUM

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is effective only when indicated by an "x."

- Premium Fully Earned at inception ..... \_\_\_\_\_
- Premium Fully Earned at inception ..... \_\_\_\_\_  
(Percentage of Policy Term Premium)
- Balance earned ..... \_\_\_\_\_  
(Indicate when 100% of premium is earned)
- Total Premium ..... \_\_\_\_\_
- 90% of the annual premium is earned during the term of the event or season
- Premium Fully Earned as follows:  
\_\_\_\_\_ of Total Premium in the event of cancellation prior to \_\_\_\_\_  
Total Policy Premium is Fully Earned in the event of cancellation after \_\_\_\_\_
- Event Premiums

The following premiums apply to each category of event indicated and are Fully Earned as of the beginning of each event:

EVENT	PREMIUM PER EVENT

\_\_\_\_\_  
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## HOCKEY CRIMINAL COVERAGE

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following language is added to **SECTION I—COVERAGES, Coverage A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, a. Expected or Intended Injury:**

A defense will be provided by us, under a full reservation of all rights under this policy, to any coach and/or official in the event of any on ice altercation resulting in criminal allegations against the coach and/or official arising from the actions of a coach and/or official, while acting within the scope of their duties. The provisions of this defense will not bind us, in any way to indemnify the coach and/or official for any civil judgment for damages resulting from any such incident.

If a criminal conviction occurs in the primary trial, our obligations under this policy cease.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

# National Casualty Company

**ENDORSEMENT  
NO.** \_\_\_\_\_

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## **COVERED PROGRAM REDEFINED**

For the purposes of this endorsement, the following replaces the definition of "Covered Program."

"Covered Program" means any event which:

- a. Was specifically submitted to us as a scheduled event or activity at the inception of this policy;
- b. Is usual and customary to your business activities and events but does not include the use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity; or
- c. Has been specifically endorsed to this policy.

"Covered Program" includes registration and technical inspection on or off the "premises."

\_\_\_\_\_  
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## LIMITED EVENT COVERAGE

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

### SCHEDULE

<u>TYPE OF EVENT</u>	<u>DATE OF EVENT</u>	<u>LOCATION</u>	<u>LIMITS</u>	<u>PREMIUM</u>
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\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

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**EXCLUSION OF LIABILITY INSURANCE AFFORDED UNDER ANOTHER POLICY  
(BROAD)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This insurance does not apply to any claim or "suit" which is covered under any other insurance policy.

This exclusion applies to any claim or "suit" which:

1. Is covered under any replacement, renewal or extension of any such other policy; or
2. Would have been covered under any such other policy, but for the exhaustion of limits, cancellation or expiration of such policy.

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NO.** \_\_\_\_\_

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## **EXCLUSION OF LIABILITY INSURANCE AFFORDED UNDER ANOTHER POLICY**

This endorsement modifies insurance provided under the following:

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

This insurance does not apply to any claim or "suit" which is covered under any other insurance policy specifically designated in the Schedule below.

This exclusion applies to any claim or "suit" which:

1. Is covered under any replacement, renewal or extension of any such other policy; or
2. Would have been covered under any such other policy, but for the exhaustion of limits, cancellation or expiration of such policy.

### **Schedule of Designated Policies**

Policy

Company

Operations or Premises

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

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## ADDITIONAL INSURED—SPONSOR

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

**Name of Person or Organization:**

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

1. **SECTION II—WHO IS AN INSURED** is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of their sponsorship of your activities or operations.
2. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

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# National Casualty Company

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NO.** \_\_\_\_\_

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## **ADDITIONAL INSURED—INSTRUCTORS**

This endorsement modifies insurance provided under the following:

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

#### **SCHEDULE**

**Name of Person or Organization:**

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

**Section II—WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your activities or operations.

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AUTHORIZED REPRESENTATIVE

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DATE

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## EXCLUSION—DESIGNATED PREMISES

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

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

**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 **SECTION I—COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This insurance does not apply to “bodily injury” or “property damage” arising out of the 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 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, water way or right-of-way of a railroad.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

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DATE

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## EXCLUSION—SPORTS OR ATHLETIC ACTIVITIES PARTICIPANTS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to “bodily injury” to a “participant” with respect to any activities shown in the Schedule.

“Participant” means any person who is instructing, supervising, training or practicing for, participating in or otherwise involved in any athletic activity, physical exercise, or games, sports, athletic contests, contest or exhibition that you operate or sponsor.

### SCHEDULE

Description of Activities:

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

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

# National Casualty Company

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NO.** \_\_\_\_\_

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## **EXCLUSION—HORSE TRACK PARTICIPANTS**

This endorsement modifies insurance provided under the following:

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

With respect to any operations shown in the schedule below, this insurance does not apply to "bodily injury" to jockeys, exercise persons, jockey valets, officials, stewards, hot-walkers, stable hands, veterinarians, blacksmiths, farriers, track personnel, equipment personnel, photographers, media personnel, outriders, owners, trainers, starting gate personnel, and any other person while in any restricted area.

For purposes of this endorsement, restricted area means any area requiring special authorization, credentials or permission to enter and to which admission of the general public is restricted or prohibited.

### **SCHEDULE**

Description of Operations:

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

\_\_\_\_\_  
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**ADDITIONAL INSUREDS OWNERS AND/OR LESSORS OF PREMISES,  
SPONSORS OR CO-PROMOTERS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The policy is amended to include as an additional Insured any person or organization of the types indicated by an "X" in any boxes shown below, but only with respect to liability arising out of your operations:

- Owners and/or lessors of the premises leased, rented, or loaned to you, subject to the following additional exclusions:
  - a. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
  - b. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and/or lessor of the premises;
  - c. This insurance does not apply to liability of the owners and/or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

With respect to any additional insured included under this policy, this insurance does not apply to any negligence of such additional insured.

- Sponsors
- Co-Promoters
- Any individual person(s) or organization(s) listed below:

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## MEDICAL PROFESSIONAL EMPLOYEES AND VOLUNTEERS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SECTION II—WHO IS AN INSURED, 2.a.** is amended to include as an insured any of your employees or volunteers who are licensed physicians, nurses, physicians assistants, certified emergency medical technicians or paramedics, but only while acting at your direction and within the scope of their duties of providing professional health care services to employees, volunteers or others for you in your normal camp season.

**SECTION II—WHO IS AN INSURED,** subsection **2.a.(1)(d)** is deleted.

However, in no event shall the coverage provided by this endorsement apply to:

1. liability arising out of any insured's activities while acting in the capacity as a proprietor, superintendent, executive officer, director, medical director, partner, trustee or employee of: any hospital, sanitarium, clinic with bed-and-board facilities, or laboratory; or any business enterprise or governmental body, subdivision or agency not named as a Named Insured under this policy;
2. any claim based upon or arising out of or resulting from either undue familiarity, sexual abuse or licentious, immoral or sexual behavior intended to lead to,

or culminating in any sexual act, whether caused by, or at the instigation of, or at the direction of, either known or unknown by any insured or any of your customers or patrons;

3. any claim based upon or arising out of any acts or services performed by any insured who is not registered, licensed or certified to perform such acts or services, if such licensing, registration or certification is required by law or by any federal, state, or local governmental, regulatory, or administrative agency; or
4. the performance of either general anesthesia or any procedure carried out under general anesthesia.

The following additional **CONDITION** applies:

If other valid and collectible insurance with any other insurer including any formal self-insured retention program is available covering a loss also covered by this endorsement, the insurance afforded by this endorsement shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this policy subject to the terms, conditions and limitations of other insurance.

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AUTHORIZED REPRESENTATIVE

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DATE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION—ACTIVITIES AND DEVICES

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

Each exclusion when indicated by an “x” is added to the policy:

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

**Inverted Aerial Maneuver**

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

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

**Amusement Device**

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

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

**Bungee**

Arising out of the ownership, operation, maintenance or use of any bungee operation or equipment whether

owned, operated, maintained or used by you, any other insured or any other person or entity.

**Dunk Tanks**

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

**Haunted Houses**

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

**Playgrounds**

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

**Grass Skiing**

Arising out of grass skiing.

**Animals**

Arising out of injury or death to any animal.

**Object Propelled**

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

Athletic Participants

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

Rodeo

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

Concert

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

Performer

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

Parades

Arising out of any parade activity or event.

**DEFINITION OF PARTICIPANT**

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

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AUTHORIZED REPRESENTATIVE

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ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LIABILITY INSURANCE DEDUCTIBLE

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

Coverage	Amount and Basis of Deductible		
	PER CLAIM	PER OCCURRENCE	AGGREGATE
Bodily Injury Liability OR			
Property Damage Liability OR			
Bodily Injury Liability and Property Damage Liability Combined OR			
Medical Payments			

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no such limitation is entered, the deductibles apply to damages for all "bodily injury" "property damage," and Medical Payments, however caused):

- A. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
- B. You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
  - 1. PER CLAIM BASIS. If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
    - a. Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
    - b. Under Property Damage Liability Coverage, to all damages sustained by any one person or organization because of "property damage";

c. Under Bodily Injury Liability and Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:

- (1) "Bodily Injury";
- (2) "Property Damage"; or
- (3) "Bodily Injury" and "property damage" combined; or

d. Under Medical Payments, to all medical expenses we pay to any one person as the result of any one "occurrence."

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury," a separate deductible amount will be applied to each person making a claim for such damages.

2. PER OCCURRENCE BASIS. If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:

- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
- b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
- c. Under Bodily Injury Liability and Property Damage Liability Coverage Combined, to all damages sustained because of:

- (1) "Bodily Injury";
- (2) Property Damage"; or
- (3) "Bodily Injury" and "property damage" combined; or

d. Under Medical Payments, to all medical expenses we pay as the result of any one "occurrence," regardless of the number of persons or organizations who sustain damages because of that "occurrence."

C. AGGREGATE DEDUCTIBLE. If an amount is shown under Aggregate in the Schedule above, that amount is the total amount you will reimburse us for all claims or "suits" occurring during this policy period.

D. The terms of this insurance, including those with respect to:

- 1. Our right and duty to defend the insured against any "suits" seeking those damages; and
  - 2. Your duties in the event of an "occurrence," claim, or "suit"
- apply irrespective of the application of the deductible amount.

E. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL GENERAL LIABILITY  
“COVERED PROGRAM” EVENT TYPE/LIMIT/RATE SCHEDULE**

Limits of liability indicated below apply to each type of event specified herein:

TYPE OF EVENT: \_\_\_\_\_  
\_\_\_\_\_

LIMITS: \_\_\_\_\_ EACH OCCURRENCE  
\_\_\_\_\_ LEGAL LIABILITY TO PARTICIPANT

RATE: \_\_\_\_\_  EACH EVENT;     ANNUAL

TYPE OF EVENT: \_\_\_\_\_  
\_\_\_\_\_

LIMITS: \_\_\_\_\_ EACH OCCURRENCE  
\_\_\_\_\_ LEGAL LIABILITY TO PARTICIPANT

RATE: \_\_\_\_\_  EACH EVENT;     ANNUAL

TYPE OF EVENT: \_\_\_\_\_  
\_\_\_\_\_

LIMITS: \_\_\_\_\_ EACH OCCURRENCE  
\_\_\_\_\_ LEGAL LIABILITY TO PARTICIPANT

RATE: \_\_\_\_\_  EACH EVENT;     ANNUAL

TYPE OF EVENT: \_\_\_\_\_  
\_\_\_\_\_

LIMITS: \_\_\_\_\_ EACH OCCURRENCE  
\_\_\_\_\_ LEGAL LIABILITY TO PARTICIPANT

RATE: \_\_\_\_\_  EACH EVENT;     ANNUAL

TYPE OF EVENT: \_\_\_\_\_

LIMITS: \_\_\_\_\_ EACH OCCURRENCE  
\_\_\_\_\_ LEGAL LIABILITY TO PARTICIPANT

RATE: \_\_\_\_\_  EACH EVENT;  ANNUAL

TYPE OF EVENT: \_\_\_\_\_

LIMITS: \_\_\_\_\_ EACH OCCURRENCE  
\_\_\_\_\_ LEGAL LIABILITY TO PARTICIPANT

RATE: \_\_\_\_\_  EACH EVENT;  ANNUAL

TYPE OF EVENT: \_\_\_\_\_

LIMITS: \_\_\_\_\_ EACH OCCURRENCE  
\_\_\_\_\_ LEGAL LIABILITY TO PARTICIPANT

RATE: \_\_\_\_\_  EACH EVENT;  ANNUAL

TYPE OF EVENT: \_\_\_\_\_

LIMITS: \_\_\_\_\_ EACH OCCURRENCE  
\_\_\_\_\_ LEGAL LIABILITY TO PARTICIPANT

RATE: \_\_\_\_\_  EACH EVENT;  ANNUAL

\_\_\_\_\_/\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE DATE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **FIREWORKS EXCLUSION**

This endorsement modifies insurance provided under the following:

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

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

For the purposes of this endorsement, fireworks means any display of explosive or burning devices, material or pyrotechnics. Fireworks does not include:

- a. The firing of an explosive commonly used to start or end an event; or
- b. Flashboxes which are induced electronically in a cylinder with no projectile, wadding or wrapping.

\_\_\_\_\_  
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LIMITED FIREWORKS COVERAGE

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

1. As a condition precedent for coverage for “bodily injury,” “property damage” or “personal and advertising injury” arising out of fireworks you must first see to it that:
  - a. The entity or person performing the fireworks has and maintains valid and collectible commercial general liability insurance that covers fireworks covered by this endorsement in the amount of at least \$1,000,000; and
  - b. You are named as an additional insured on all liability insurance issued to the entity or person performing the fireworks.
    - 1) The firing of an explosive commonly used to start or end an event; or
    - 2) Flashboxes, which are induced electronically in a cylinder with no projectile, wadding, or wrapping.
2. For the purposes of this endorsement, the following is added to **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, b. Excess Insurance, Item (1):**

That is insurance that provides coverage for fireworks covered by this endorsement.

For purposes of this endorsement, fireworks means any display of explosive or burning devices, material, or pyrotechnics. Fireworks does not include:

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## FIREWORKS SCHEDULED COVERAGE

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

Event	Dates	Location	Per Occurrence Deductible

1. This insurance does not apply to “bodily injury,” “property damage,” or “personal and advertising injury” arising out of fireworks, except with respect to events shown in the schedule above.

As a condition precedent for such coverage you must see to it that:

- a. The entity or person operating the fireworks has and maintains valid and collectible commercial general liability insurance that covers fireworks covered by this endorsement in the amount of at least \$1,000,000; and
- b. You are named as an additional insured on all liability insurance issued to the entity or person performing the fireworks; and
- c. If you or your employees are the ones performing the fireworks display, you must see to it that proper and valid licenses are maintained and that you are in compliance with all local laws and fire codes.

For purposes of this endorsement, fireworks means any display of explosive or burning devices, material, or pyrotechnics. Fireworks do not include:

- 1) The firing of an explosive commonly used to start or end an event; or
- 2) Flashboxes, which are induced electronically in a cylinder with no projectile, wadding, or wrapping.

2. For the purposes of this endorsement, the following is added to **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS**, subsection **4. Other Insurance, b. Excess Insurance, Item (1)**:

That is insurance that provides coverage for fireworks covered by this endorsement.

3. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.

Deductibles apply to all damages sustained by any one person because of:

- a. “Bodily injury”;
- b. “Property damage”; or
- c. “Bodily injury” and “property damage” combined as the result of any one “occurrence.”

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MEDICAL PAYMENTS FOR PARTICIPANTS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### A. Additional Exclusions

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

This insurance does not apply to:

“Bodily injury” to a “participant.”

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

This insurance does not apply to:

“Bodily injury” to a “participant.”

#### B. Additional Insuring Agreement

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

#### **COVERAGE—MEDICAL PAYMENTS FOR “PARTICIPANTS”**

##### 1. Insuring Agreement

- a. We will pay medical expenses as described below for “bodily injury” to a “participant” caused by an accident that takes place during a “covered program” provided that:

- (1) The accident takes place in the “coverage territory” and during the policy period;

- (2) The expenses are incurred and reported to us within 104 weeks of the date of the accident; and

- (3) The injured “participant” 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

- a. This insurance does not apply to “bodily injury” that is excluded under **SECTION I—COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions a., b., c., d., e., f., g., h., i. and o.**

- b. This insurance does not apply to expenses for “bodily injury” that is excluded under **SECTION I—COVERAGES, COVERAGE C. MEDICAL PAYMENTS, 2. Exclusions a., b., c., d. and f.**

#### C. Limits of Insurance

1. **SECTION III—LIMITS OF INSURANCE, 2.** is replaced by the following:

2. The General Aggregate Limit shown in the Declarations is the most we will pay for the sum of:
  - a. Damages under Coverage **A**, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”;
  - b. Damages under Coverage **B**;
  - c. Medical expenses under Coverage **C**;
  - d. Damages under Coverage—Liability To “Participants”; and
  - e. Medical expenses under Coverage—Medical Payments For “Participants.”

2. Subject to 2. above, the Medical Payments for “Participants” Limit shown in the Declarations is the most we will pay under Coverage—Medical Payments For “Participants” for all medical expenses because of “bodily injury” sustained by any one “participant.”

**D. Conditions**

With respect to Coverage **E** only, the following is added to **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, b. Excess Insurance (1):**

(e) That is insurance which provides coverage for medical expenses.

**E. Definitions**

For purposes of this endorsement only:

1. “Covered program” means any event which:
  - a. Was specifically submitted to us as a scheduled event or activity at the inception of this policy;

- b. Is usual and customary to your business activities and events; or
- c. Has been specifically endorsed to this policy.

2. “Participant” means:

**MISSING INFORMATION**

**F. Deductible**

Our obligation under **COVERAGE E—MEDICAL PAYMENTS FOR “PARTICIPANTS”** to pay medical expenses on your behalf applies only to amount of expenses in excess of any deductible amount stated in the Declarations. The deductible amount will apply either on a per claim or a per occurrence basis, as indicated in the Declarations, and will apply as follows:

1. Per Claim Basis: If the deductible amount indicated in the Declarations is on a per claim basis, that deductible will apply to all medical expenses we pay to any one “participant” as the result of any one “occurrence.”
2. Per Occurrence Basis: If the deductible amount indicated in the Declarations is on a per “occurrence” basis, that deductible will apply to all medical expenses we pay as the result of any one “occurrence”; regardless of the number of “participants” who sustain damages because of that “occurrence.”

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

(‘X’ applicable box below)

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

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MEDICAL PAYMENTS FOR PARTICIPANTS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### A. Additional Exclusions.

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

This insurance does not apply to:

“Bodily injury” to a “participant.”

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

This insurance does not apply to:

“Bodily injury” to a “participant.”

#### B. Additional Insuring Agreements.

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

**COVERAGE—MEDICAL PAYMENTS FOR “PARTICIPANTS”**

##### 1. Insuring Agreement

a. We will pay medical expenses as described below for “bodily injury” to a “participant” caused by an accident that takes place during a “covered program” provided that:

- (1) The accident takes place in the “coverage territory” and during the policy period.
- (2) The expenses are incurred and reported to us within 104 weeks of the date of the accident; and

(3) The injured “participant” 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

This insurance does not apply to “bodily injury” that is excluded under **SECTION I—COVERAGES, COVERAGE C. MEDICAL PAYMENTS, 2. Exclusions.**

#### C. Limits of Insurance.

1. **SECTION III—LIMITS OF INSURANCE, 2.** is replaced by the following:
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;

- b. Damages under Coverage **A**, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”;
  - c. Medical expenses under Coverage **B**.; and
  - d. Medical expenses under Coverage—Medical Payments For “Participants.”
2. Subject to 2. above, the Medical Payments for “Participants” Limit shown in the Declarations is the most we will pay under Coverage **E** for all medical expenses because of “bodily injury” sustained by any one “participant.”

**D. Definitions**

For purposes of this endorsement, the following are added to **SECTION V—DEFINITIONS**:

- a. “Covered program” means any event which:
  - (1) Was specifically submitted to us as a scheduled event or activity at the inception of this policy; or
  - (2) Is usual and customary to your business activities and events; or
  - (3) Has been specifically endorsed to this policy.
- b. “Participant” means (variable definitions – see below):

**MISSING INFORMATION**

**E. Deductible**

Our obligation under **COVERAGE E—MEDICAL PAYMENTS FOR “PARTICIPANTS”** to pay medical expenses on your behalf applies only to amount of expenses in excess of any deductible amount stated

in the Declarations. The deductible amount will apply either on a per claim or a per occurrence basis, as indicated in the Declarations, and will apply as follows:

1. Per Claim Basis: If the deductible amount indicated in the Declarations is on a per claim basis, that deductible will apply to all medical expenses we pay to any one “participant” as the result of any one “occurrence.”
2. Per Occurrence Basis: If the deductible amount indicated in the Declarations is on a per “occurrence” basis, that deductible will apply to all medical expenses we pay as the result of any one “occurrence”; regardless of the number of “participants” who sustain damages because of that “occurrence.”

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

(‘X’ applicable box below)

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

“Participant” definition is variable:

1. “Participant” means any person participating in a “covered program”; or
2. “Participant means any volunteer worker acting at the direction of and within the scope of their duties for you; or
3. “Participant” means any director and officer acting at the direction of and within the scope of their duties for you; or
4. “Participant” means any volunteer worker, director and officer acting at the direction of and within the scope of their duties for you.

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## SELF-INSURED RETENTION ENDORSEMENT (Defense Costs Included In Retention)

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**AGREEMENT:** Such insurance is as afforded by this policy shall apply in excess of the Self-Insured Retention as stated below:

**SELF-INSURED RETENTION:** The words "Self-Insured Retention" shall mean the amount of loss which the Insured shall pay first from claims otherwise covered under the policy. Such Self-Insured Retention shall be primary or underlying to such insurance as is afforded by this policy. The insured shall pay 100% of such Self-Insured Retention before this policy applies.

**SELF-INSURED RETENTION**

- \$ \_\_\_\_\_ Each Claim
- \$ \_\_\_\_\_ Each Occurrence
- \$ \_\_\_\_\_ Aggregate
- \$ \_\_\_\_\_ Maintenance

(Fill in amounts, if applicable.)

The Limits of Insurance of this policy shall be excess of and not reduced by the Insured's payments of damages and/or defense costs under the Self-Insured Retention(s).

If the Self-Insured Retention applies to each claim, the Insured shall be responsible for and pay up to that retention all damages arising from each claim against the Insured to which this policy applies.

If the Self-Insured Retention applies to each "occurrence," the Insured shall be responsible for and pay up to that retention all damages for which the Insured is liable in all claims and/or "suits" arising from one "occurrence,"

regardless of the number of persons or companies making such claim(s) or properties sustaining such damages.

If the Self-Insured Retention applies in the aggregate, the Insured shall be responsible for and pay all damages, either on an each claim or each "occurrence" basis as applicable, up to the aggregate Self-Insured Retention.

Upon satisfaction by the Insured of the aggregate Self-Insured Retention, we shall have the right, subject to the maintenance Self-Insured Retention if applicable, to assume charge of the settlement or defense of any claim or "suit" against the Insured not yet settled, whether or not reported to us.

If the maintenance Self-Insured Retention applies after the aggregate Self-Insured Retention has been satisfied by the Insured, the Insured shall be responsible for and pay all damages, either on an each claim or each occurrence basis, as applicable, up to the maintenance Self-Insured Retention for each claim or "occurrence."

Loss Adjustment Expenses and Defense Costs as defined in this Section are included within the Self-Insured Retention(s).

It is agreed that all policy provisions regarding the right and duty of the Company to defend any "suit" against the Insured seeking damages on account of "occurrence" covered hereunder are deleted and replaced by the following:

- A.** The Company shall have no obligation to participate in or to assume charge of the investigation, defense, or settlement of any claims made, or "suits" brought or

proceedings instituted against the Insured unless the retention of the Insured has been paid; but the Company shall have the right and be given the opportunity to associate with the Insured and the Insured's defense counsel in defense and control of any claim, "suit," or proceeding relative to any "occurrence" which, in the opinion of the Company, may involve liability on the part of the Company under the terms of this policy. In the event of the actual or probable exhaustion or reduction of the Self-Insured Retention, the Company, at its sole discretion, may elect to assume control and defense of any or all claims, "suits" and proceedings which, in the Company's opinion, may involve this policy.

**B.** Unless the Company elects otherwise, the Insured shall be solely responsible for the investigation, defense, settlement and final disposition of any claim made or "suit" brought or proceedings instituted against the Insured to which this policy would apply up to the limit of the Self-Insured Retention. The Insured shall use due diligence and prudence to settle all such claims and "suits" which, in the exercise of sound judgment should be settled; provided, however, that the Insured shall not make or agree to any settlement for any sum, which would involve the limits of this insurance without the prior written approval of the Company.

For purposes of this endorsement, "Loss Adjustment Expense" shall mean expenditures, including, but not limited to, investigations, experts, adjustment services, legal services, court costs and other such costs.

We shall have the right, but no obligation, in all cases, at our expense, to assume charge of the defense or settlement of any claim, and, upon our written request, you shall tender such portion of the Self-Insured Retention as we may deem necessary to complete settlement of such claim.

Defense costs, as used herein, means:

1. Claims expense, including attorneys fees, incurred by or on behalf of the Insured in the handling and defense of claims or "suits" against the Insured arising out of an "occurrence" to which this policy applies, but excluding salaries or wages of the Insured's officers or employees or the Insured's office expenses.
2. Up to \$250 for the 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.

3. The cost of bonds to release attachments, but only for the bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
4. 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.
5. All costs taxed against the Insured in the "suit."
6. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to apply the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
7. 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.

We shall have the right and opportunity to associate, at our own expense, with the Insured in the defense, appeal, settlement, or control of any claim or "suit" to which this policy applies seeking damages in excess of the Self-Insured Retention. In such event, we and the Insured shall cooperate fully.

Should any claim or "suit" to which this policy applies appears likely to exceed the Self-Insured Retention, no defense costs shall be incurred on behalf of us without our prior consent.

Claim means, whenever used in this policy, a demand received by the Insured for money or services, including the service of suit or institution of arbitration proceedings against the Insured.

**A. SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event of Occurrence, Offense, Claim or Suit** is replaced by the following:

2. **Duties in the Event of Occurrence, Offense, Claim or Suit**
  - a. You must see to it that the Claims Service Company is notified promptly of an "occurrence" or an offense which may result in a claim. 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. You must see to it that we are notified promptly of an "occurrence" or an offense that may result in a claim or "suit," which is likely to involve this policy or that involves the following:

- (1) Fatality;
- (2) Amputation of a major extremity;
- (3) Any serious head injury, including skull fracture, loss of sight of either or both eyes, or serious hearing impairment;
- (4) Any injury to the spinal cord resulting in hemiplegia/paraplegia/quadriplegia;
- (5) Any disability of more than one year or where it appears reasonably likely that there will be a disability of more than one year;
- (6) Any burn of 25% of more of the body;
- (7) Heart or vascular disorders;
- (8) Accident where multiple injuries are involved;
- (9) Cosmetic deformities;
- (10) Loss of, or loss of function of, vital organ;
- (11) Sexual molestation, abuse, rape, or harassment;
- (12) Reserves at more than 50% of the Insured's Self-Insured Retention;
- (13) Verdict potential at more than 75% of the Insured's Self-insured Retention;
- (14) All potential coverage disputes of bad faith situations that may give rise to an excess of original policy limits judgment or an extra contractual obligation award; or
- (15) Any "suit" in which the ad damnum exceeds the policy Limits of Insurance.

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. Failure to notify us of any act or omission which at the time of its happening did not appear to give rise to claims hereunder, shall not prejudice such claims; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

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.

c. If a claim is made or "suit" is brought against any Insured involving this policy, you must see to it that we receive prompt written notice of the claim or "suit."

## B. SPECIAL CONDITIONS

1. Under the terms and conditions of this Self-Insured Retention Endorsement, you shall contract with:

\_\_\_\_\_  
(Name of Claims Service Company)

to administer claims handling within the Self-Insured Retention until the conclusion of all reported incidents or claims. The expiration or termination of this policy with us shall not absolve you of this obligation.

2. In the event of a cancellation, expiration or revision of the contract between you and the Claims

Service Company, you will notify us within ten days from the date of such cancellation, expiration or revision of the contract. If you fail to contract with a substitute Claims Service Company acceptable to us or are unable to pay for covered damages, defense costs, or supplementary payments within the Self-Insured Retention you acknowledge that we shall have the right but not the obligation, including but not limited to contracting directly with a Claims Service Company, to administer claims handling within the Self-Insured Retention until the conclusion of all reported claims and you shall indemnify us for any costs or expenses incurred to administer claims handling within the Self-Insured Retention should we elect to exercise our rights under the circumstances set forth above, including the right to contract directly with a Claims Service Company.

3. We shall have the right but not the duty to assume charge of the defense and/or settlement of any claim or "suit" brought against the Insured and, upon written request from us, you shall tender such portion of the Self-Insured Retention as we may deem necessary to complete the settlement of such claim or "suit" and to pay for defense costs.
4. You shall provide us quarterly reports of all claims or incidents occurring within the Self-Insured Retention including a description of each claim and amounts paid or reserved. Each report is to be submitted within twenty (20) days following the end of each quarterly period and this shall apply in addition to the individual claim reporting requirements set forth above.

This policy will not drop down to assume or satisfy your obligation under the Self-Insured Retention.

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AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SELF-INSURED RETENTION ENDORSEMENT (Defense Costs Not Included In Retention)

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**AGREEMENT:** Such insurance is as afforded by this policy shall apply in excess of the Self-Insured Retention as stated below:

**SELF-INSURED RETENTION:** The words "Self-Insured Retention" shall mean the amount of loss which the Insured shall pay first from claims otherwise covered under the policy. Such Self-Insured Retention shall be primary or underlying to such insurance as is afforded by this policy. The insured shall pay 100% of such Self-Insured Retention before this policy applies.

**SELF-INSURED RETENTION**

- \$ \_\_\_\_\_ Each Claim
- \$ \_\_\_\_\_ Each Occurrence
- \$ \_\_\_\_\_ Aggregate
- \$ \_\_\_\_\_ Maintenance

(Fill in amounts, if applicable.)

The Limits of Insurance of this policy shall be excess of and not reduced by the Insured's payments of damages, inclusive of prejudgment interest and/or post-judgment interest, and/or defense costs under the Self-Insured Retention(s).

If the Self-Insured Retention applies to each claim, the Insured shall be responsible for and pay up to that retention all damages arising from each claim against the Insured to which this policy applies.

If the Self-Insured Retention applies to each "occurrence," the Insured shall be responsible for and pay up to that retention all damages for which the Insured is liable in all

claims and/or "suits" arising from one "occurrence," regardless of the number of persons or companies making such claim(s) or properties sustaining such damages.

If the Self-Insured Retention applies in the aggregate, the Insured shall be responsible for and pay all damages, either on an each claim or each "occurrence" basis as applicable, up to the aggregate Self-Insured Retention.

Upon satisfaction by the Insured of the aggregate Self-Insured Retention, we shall have the right, subject to the maintenance Self-Insured Retention if applicable, to assume charge of the settlement or defense of any claim or "suit" against the Insured not yet settled, whether or not reported to us.

If the maintenance Self-Insured Retention applies after the aggregate Self-Insured Retention has been satisfied by the Insured, the Insured shall be responsible for and pay all damages, either on an each claim or each occurrence basis, as applicable, up to the maintenance Self-Insured Retention for each claim or "occurrence."

Loss Adjustment Expenses and Defense Costs as defined in this Section are not included within the Self-Insured Retention(s).

It is agreed that all policy provisions regarding the right and duty of the Company to defend any "suit" against the Insured seeking damages on account of "occurrence" covered hereunder are deleted and replaced by the following:

- A.** The Company shall have no obligation to participate in or to assume charge of the investigation, defense, or settlement of any claims made, or "suits" brought or

proceedings instituted against the Insured even after the retention of the Insured has been paid; but the Company shall have the right and be given the opportunity to associate with the Insured and the Insured's defense counsel in defense and control of any claim, "suit," or proceeding relative to any "occurrence" which, in the opinion of the Company, may involve liability on the part of the Company under the terms of this policy. In the event of the actual or probable exhaustion or reduction of the Self-Insured Retention, the Company, at its sole discretion, may elect to assume control and defense of any or all claims, "suits" and proceedings which, in the Company's opinion, may involve this policy.

**B.** Unless the Company elects otherwise, the Insured shall be solely responsible for the investigation, defense, settlement and final disposition of any claim made or "suit" brought or proceedings instituted against the Insured to which this policy would apply. The Insured shall use due diligence and prudence to settle all such claims and "suits" which, in the exercise of sound judgment should be settled; provided, however, that the Insured shall not make or agree to any settlement for any sum, which would involve the limits of this insurance without the prior written approval of the Company.

You will also pay any "Loss Adjustment Expense" in addition to the Self-Insured Retention limit shown above. In the event that the loss payment exceeds the Self-Insured Retention limit shown above, we will share "Loss Adjustment Expenses" with you in the same proportion that our obligation for loss payment bears to the total loss payment.

For purposes of this endorsement, "Loss Adjustment Expense" shall mean expenditures, including, but not limited to, investigations, experts, adjustment services, legal services, court costs and other such costs.

We shall have the right, but no obligation, in all cases, at our expense, to assume charge of the defense or settlement of any claim, and, upon our written request, you shall tender such portion of the Self-Insured Retention as we may deem necessary to complete settlement of such claim.

Defense costs, as used herein, means:

1. Claims expense, including attorneys fees, incurred by or on behalf of the Insured in the handling and defense of claims or "suits" against the Insured arising out of an "occurrence" to which this policy applies, but excluding salaries or

wages of the Insured's officers or employees or the Insured's office expenses.

2. Up to \$250 for the 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.
3. The cost of bonds to release attachments, but only for the bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
4. 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.
5. All costs taxed against the Insured in the "suit."

We shall have the right and opportunity to associate, at our own expense, with the Insured in the defense, appeal, settlement, or control of any claim or "suit" to which this policy applies seeking damages in excess of the Self-Insured Retention. In such event, we and the Insured shall cooperate fully.

Should any claim or "suit" to which this policy applies appears likely to exceed the Self-Insured Retention, no defense costs shall be incurred on behalf of us without our prior consent.

Claim means, whenever used in this policy, a demand received by the Insured for money or services, including the service of suit or institution of arbitration proceedings against the Insured.

**A. SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event of Occurrence, Offense, Claim or Suit** is replaced by the following:

**2. Duties in the Event of Occurrence, Offense, Claim or Suit**

- a. You must see to it that the Claims Service Company is notified promptly of an "occurrence" or an offense which may result in a claim. 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. You must see to it that we are notified promptly of an “occurrence” or an offense that may result in a claim or “suit,” which is likely to involve this policy or that involves the following:
- (1) Fatality;
  - (2) Amputation of a major extremity;
  - (3) Any serious head injury, including skull fracture, loss of sight of either or both eyes, or serious hearing impairment;
  - (4) Any injury to the spinal cord resulting in hemiplegia/paraplegia/quadriplegia;
  - (5) Any disability of more than one year or where it appears reasonably likely that there will be a disability of more than one year;
  - (6) Any burn of 25% or more of the body;
  - (7) Heart or vascular disorders;
  - (8) Accident where multiple injuries are involved;
  - (9) Cosmetic deformities;
  - (10) Loss of, or loss of function of, vital organ;
  - (11) Sexual molestation, abuse, rape, or harassment;
  - (12) Reserves at more than 50% of the Insured’s Self-Insured Retention;
  - (13) Verdict potential at more than 75% of the Insured’s Self-Insured Retention;
  - (14) All potential coverage disputes of bad faith situations that may give rise to an excess of original policy limits judgment or an extra contractual obligation award; or
  - (15) Any “suit” in which the ad damnum exceeds the policy Limits of Insurance.

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. Failure to notify us of any act or omission which at the time of its happening did not appear to give rise to claims hereunder, shall not prejudice such claims; and
- (3) The nature and location of any injury or damage arising out of the “occurrence” or offense.

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.

- c. If a claim is made or “suit” is brought against any Insured involving this policy, you must see to it that we receive prompt written notice of the claim or “suit.”

**B. SPECIAL CONDITIONS**

- 1. Under the terms and conditions of this Self-Insured Retention Endorsement, you shall contract with:

\_\_\_\_\_  
 (Name of Claims Service Company)

to administer claims handling within the Self-Insured Retention until the conclusion of all reported incidents or claims. The expiration or termination of this policy with us shall not absolve you of this obligation.

- 2. In the event of a cancellation, expiration or revision of the contract between you and the Claims Service Company, you will notify us within ten (10) days from the date of such cancellation, expiration or revision of the contract. If you fail to contract with a substitute Claims Service Company

acceptable to us or are unable to pay for covered damages, defense costs, or supplementary payments within the Self-Insured Retention you acknowledge that we shall have the right but not the obligation, including but not limited to contracting directly with a Claims Service Company, to administer claims handling within the Self-Insured Retention until the conclusion of all reported claims and you shall indemnify us for any costs or expenses incurred to administer claims handling within the Self-Insured Retention should we elect to exercise our rights under the circumstances set forth above, including the right to contract directly with a Claims Service Company.

3. You shall provide us quarterly reports of all claims or incidents occurring within the Self-Insured Retention including a description of each claim and amounts paid or reserved. Each report is to be submitted within twenty (20) days following the end of each quarterly period and this shall apply in addition to the individual claim reporting requirements set forth above.

This policy will not drop down to assume or satisfy your obligation under the Self-Insured Retention.

---

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION—TUNING AND TESTING SESSIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following modifies the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** and for the coverage provided in the **MOTORSPORTS RACING LIABILITY COVERAGE**.

This insurance does not apply to “bodily injury” or “property damage” arising out of tuning and testing activities that are not associated with the normal staging of a “covered program.”

\_\_\_\_\_/\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITATION OF COVERAGE—  
TUNING AND TESTING**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following modifies the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** and for the coverage provided in the **MOTORSPORTS RACING LIABILITY COVERAGE**.

This insurance does not apply to “bodily injury” or “property damage” arising out of:

1. Side-by-side runs; or
2. Elimination or completion runs in a Tuning and Testing Session.

\_\_\_\_\_/\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## OFFICIAL VEHICLE PROPERTY DAMAGE

For the coverage provided in the **MOTORSPORTS RACING LIABILITY COVERAGE**:

Exclusion. **B.1.** of the Motorsports Racing Liability Coverage is deleted in its entirety and replaced with the following:

1. The following exclusions are added to **SECTION I—COVERAGES A and C**, Exclusions:

This insurance does not apply to:

1. "Property Damage" to:
  - a. Property owned by, loaned to, leased to, rented to or used by any "participant" or your employee when in any "restricted area"; or

- b. Any "competition vehicle" when in any "restricted area."

This endorsement is subject to the following:

You are to assume and pay the following first expense (deductible) for each "occurrence" resulting in a "property damage" claim to any "auto" or "official vehicle" while in a "restricted area."

\$ \_\_\_\_\_ Deductible each "occurrence."

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

# National Casualty Company

**ENDORSEMENT  
NO.** \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## OFF-PREMISES SIGNS

For the coverage provided in the **MOTORSPORTS RACING LIABILITY COVERAGE:**

**SECTION I—COVERAGE A** applies to “bodily injury” or “property damage” caused by an “occurrence” resulting from the use of directional or information signs of a “covered program” for which the insured is responsible and which are located off the “premises.”

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION—NON RACING DAY PREMISES

### SCHEDULE

**Description and Location of Premises:**

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

For the coverage provided in the **MOTORSPORTS RACING LIABILITY COVERAGE**, this insurance does not apply to “bodily injury,” “property damage” and “personal and advertising injury” arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule or any property located on these premises unless a “covered program” is taking place.
2. Operations on these premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of these premises unless they specifically apply to a “covered program”; or
3. Goods or products manufactured at or distributed from these premises.

\_\_\_\_\_/\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

# National Casualty Company

**ENDORSEMENT  
NO.** \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## USAC ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

In the event of cancellation or reduction of coverage, sixty (60) days prior notice shall be given to:

United States Auto Club, 4910 West 16<sup>th</sup> Street, Speedway, IN 46224

**WHO IS AN INSURED** provision is amended to include the following as an additional insured:

United States Auto Club; and its shareholders, directors, officers, employees, agents, officials and members; all drivers, car owners, car sponsors, event sponsors, and mechanics but only with respect to liability arising out of your premises or operations performed by you or on your behalf in connection with a USAC sanctioned "covered program."

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NASCAR ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

In the event of cancellation or reduction of coverage, sixty (60) days prior notice shall be given to:

National Association for Stock Car Auto Racing, Inc.,  
P.O. Box 2875, Daytona Beach, FL 32115-2875.

**WHO IS AN INSURED** provision is amended to include the following as an additional insured:

National Association for Stock Car Auto Racing, Inc., and its shareholders, directors, officers, employees, agents, officials and members; all drivers, car

owners, car sponsors and their agents and representatives, event sponsors and mechanics; all sponsors for the event or the series of which the event is a part; Awards and Achievement Bureau, Inc.; Automotive Research Bureau, Inc.; CL Bureau, Inc.; Delaware General Corporation; Anheuser-Busch, Inc.; NASCAR Digital Entertainment, Inc.; NASCAR Broadcasting, Ltd.; Temporary Employee Manpower Providing Services, Inc., a/k/a TEMPS, inc.; Nextel Communications, Inc.; and Sunoco, Inc.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION—ENTERTAINMENT, MEDIA & INTERNET TYPE BUSINESSES

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—COVERAGES, COVERAGE B—PERSONAL AND ADVERTISING INJURY LIABILITY:**

This insurance does not apply to “personal and advertising injury” arising out of unauthorized uses of formats, ideas, characters, plots or other program material.

**B. Exclusion i. of Paragraph 2. Exclusions of SECTION I—COVERAGES, COVERAGE B—PERSONAL AND ADVERTISING INJURY LIABILITY is replaced by the following:**

**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.

**C. Exclusion j. of Paragraph 2. Exclusions of SECTION I—COVERAGES, COVERAGE B—PERSONAL AND ADVERTISING INJURY LIABILITY is replaced by the following:**

**j. Insureds In Entertainment, Media And Internet Type Businesses**

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

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) The production, pre-production, post-production, distribution, exploitation, and exhibition of motion pictures, television programs, radio programs, commercial films, musical recordings using any and all recording media, electrical transcription, sheet music or other similar properties;
- (3) The conduct of any player, entertainer, or musician in any show, theatrical performance or exhibition;
- (4) The ownership, operation, maintenance or use of any merchandising programs, advertising or publicity material, character or idea, whether or not on the premises of the “insured” or in possession of any “insured” at the time of the alleged offense;
- (5) The ownership, operation maintenance or use of any theater, television, radio, or similar exhibition media;
- (6) Designing or determining content of Web sites for others; or
- (7) An internet search, access, content or service provider.

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

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LEASED FACILITIES PROPERTY DAMAGE

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SECTION I—COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, subsection **2. Exclusions**, paragraph **j.** is replaced by:

**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 \_\_\_\_\_ 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.”

Additional Premium: \$ \_\_\_\_\_

Each Occurrence Limit: \$ \_\_\_\_\_

Deductible: \$ \_\_\_\_\_

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

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## POLICY CONDITIONS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **Other Insurance** condition of this Coverage Part is replaced by the provision marked below with an "X" in the box:

#### Other Insurance

- If other valid and collectible insurance with any other insurer including any formal self-insured retention programs is available to you covering a loss also covered by this Coverage Part, other than insurance that is in excess of the insurance afforded by this Coverage Part, the insurance afforded by this Coverage Part shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this insurance subject to the terms, conditions and limitations of other insurance.
- Coverage afforded under this Coverage Part is primary insurance and Other Insurance shall not apply as respects

\_\_\_\_\_ as additional insureds.

The **Cancellation** condition of this Coverage Part is amended by the addition of the following if an "X" is in the box:

- Cancellation

The following is added: It is a condition of the Policy by this Endorsement that the Policy will not be cancelled without \_\_\_\_\_ days' prior written notice to:

\_\_\_\_\_ and further, that the person(s) named above are not liable for the payment of any premiums or assessments on this Policy.

\_\_\_\_\_/\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LIMITATION OF COVERAGE—CONTRACTUAL LIABILITY LIMITATIONS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SECTION I—COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** subsection **2. Exclusions**, paragraph **b. Contractual Liability** is amended by the addition of:

That all such "insured contracts" are on file with us and endorsed hereon and/or listed below:

With respect to this endorsement, the contracts are subject to the terms and conditions of this Coverage Form and do not increase our Limits of Insurance.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## INTRAMURAL SPORTS EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

This Coverage Part does not apply to “bodily injury,” “property damage,” “personal and advertising injury” and medical expenses arising out of any “intramural sports activity.”

With respect to this endorsement, the following definitions are applicable:

1. “Intramural sports activity” means:
  - a. Any athletic or sports competition where a player-participant competes against another member of the same student body; and/or
  - b. Is not associated with any organized college or university “intercollegiate sports program.”
2. “Intercollegiate sports program” means a sport:
  - a. Which has been accorded varsity status by a college or university;
  - b. Which is administered by such institution’s department of intercollegiate athletics;
  - c. For which the eligibility of the participating student athletes is reviewed and certified in accordance with the Policyholder’s legislation, rules or regulations; and
  - d. Which entitles qualified participants to receive the college or university’s official awards.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **LIMITATION OF COVERAGE—WATER HAZARD EXCLUSION**

This endorsement modifies insurance provided under the following:

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

This Coverage Part does not apply to “bodily injury” or “property damage” arising out of, caused by or in any way related to any “body of water” on or adjacent to the insured premises.

With respect to this endorsement, “body of water” means any natural or man-made pond, lake, river, stream, creek or water storage/retention structure that sits at or below ground level.

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AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

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### SEXUAL ABUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. This Coverage Part does not apply to any claim, "suit" or cause of action which arises from, or is in any way related to:
  - A. The actual, alleged, or threatened sexual abuse, sexual molestation, sexual exploitation, or sexual injury committed by:
    1. Any insureds;
    2. Any employee or servant of any insured;
    3. Any other person performing services for or on behalf of any insured;
  - B. Employment practices concerning a person who commits any of the acts cited in paragraph A. above, including but not limited to hiring, reference checks, background investigation, improper or inadequate supervision or failure to suspend or terminate;
  - C. Failure to report an incident of sexual abuse, sexual molestation, sexual exploitation, or sexual injury to the proper authorities or the withholding of pertinent information concerning same from such authorities.
 

This exclusion shall apply regardless of the legal form any claim may take by way of negligence, breach of contract or assault.
2. The above exclusion shall NOT apply if an "X" appears in the box below. Coverage provided is subject to those provisions set forth in paragraphs 2.A. through 2.E. of this endorsement.
 

An "X" inserted in this box indicates that provisions of paragraphs 2.A. through 2.E. apply.
3. If coverage provided by this endorsement applies, we will pay for "personal injury," arising out of the insured's business description as shown in the Declarations, to any person for sexual abuse, sexual molestation, sexual exploitation or sexual injury. It is further agreed that for the purpose of coverage provided by this endorsement, the following applies:
  - A. With respect to this endorsement, "personal injury" means bodily injury, mental injury, mental anguish, humiliation, shock, sickness, disease, disability, or sexual dysfunction.
  - B. The most we will pay for damages is limited to:
 

\$ \_\_\_\_\_ Per person sexually abused, sexually molested, sexually exploited or sexually injured, regardless of the number of incidents involving that person.

\$ \_\_\_\_\_ Aggregate per policy period. The Aggregate Limit is the most we will pay for damages regardless of the number of (a) insureds, (b) claims made or suits brought or (c) persons or organizations making claims or bringing suits.

The Aggregate Limit stated above shall be a part of and not in addition to the General Aggregate Limit as stated in the Commercial General Liability Coverage Part Supplemental Declarations.

The Limits of Insurance stated herein shall not be cumulative with any Limits of Insurance stated elsewhere in the policy for "personal injury" or "bodily injury."

- C. Multiple incidents of sexual abuse, sexual molestation, sexual exploitation or sexual injury to one person, whether consisting of one or any combination of incidents shall be deemed to be one occurrence and shall be subject to the coverage and limits in effect at the time of the first incident even if some of the incidents take place after expiration of this policy.
- D. **WHO IS AN INSURED** shall not include any person that personally participated in committing any sexual abuse, sexual molestation, sexual exploitation or sexual injury or who failed to take action to prevent recurrence after having personal knowledge of any sexual abuse, sexual molestation, sexual exploitation or sexual injury.

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AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

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## **AMENDMENT OF COVERAGE—DRUG TESTING**

This endorsement modifies insurance provided under the following:

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

Coverage provided under **SECTION I—COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** for “personal and advertising injury” liability applies to damages arising out of any drug testing program sponsored by you, provided that said drug testing program is conducted in accordance with the United States Anti-Doping Agency policies and procedures.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

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**AMENDMENT OF LIMITS OF INSURANCE—  
DESIGNATED PROJECT OR PREMISES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**LIMITS OF INSURANCE**

General Aggregate Limit (Other than Products—Completed Operations) ..... \_\_\_\_\_

Products—Completed Operations Aggregate Limit..... \_\_\_\_\_

Personal and Advertising Injury Limit..... \_\_\_\_\_

Each Occurrence Limit..... \_\_\_\_\_

Damage to Premises Rented to You Limit (any one premises)..... \_\_\_\_\_

**SELF-INSURED RETENTION LIMITS**

General Aggregate Limit (Other than Products—Completed Operations) ..... \_\_\_\_\_

Products-Completed Operations Aggregate Limit ..... \_\_\_\_\_

Personal and Advertising Injury Limit..... \_\_\_\_\_

Each Occurrence Limit..... \_\_\_\_\_

**Designation of Project or Premises:**

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

The Limits of Insurance and/or the Self-Insured Retention Limits shown in the Commercial General Liability Supplemental Declarations or shown elsewhere in this policy are replaced by the limits designated in the Schedule above with respect to the project or premises entered above. These limits are inclusive and are not in addition to the limits being replaced.

\_\_\_\_\_/\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE



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## AMENDMENT OF AGGREGATE LIMITS— PER PROJECT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

- Limits of Insurance
- Self-Insured Retention Limits

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

The General Aggregate Limit under Limits of Insurance and Self-Insured Retention Limits applies, as indicated by an "x" in the box in the Schedule above, separately to each of your projects away from premises owned by or rented to you.

\_\_\_\_\_/\_\_\_\_\_  
 AUTHORIZED REPRESENTATIVE DATE





ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

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## AMENDMENT OF WHO IS AN INSURED—VOLUNTEER WORKERS (LIMITED)

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SECTION II—WHO IS AN INSURED** is replaced by:

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 “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” 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;
  - (b) To the spouse, child, parent, brother or sister of that co-“employee” 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 Paragraphs (1)(a) or (b) above; or
  - (d) Arising out of his or her providing or failing to provide professional health care services.
- (2) “Property damage” to property:
  - (a) Owned, occupied or used by,
  - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your “employees,” any partner or member (if you are a partnership or joint

venture), or any member (if you are a limited liability company).

b. Your “volunteer workers” only while performing duties related to the conduct of your business. However, none of these “volunteer workers” are insureds for:

(1) “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 Paragraphs (1)(a) or (b) above; or

(2) “Bodily injury” or “personal and advertising injury” arising out of his or her providing or failing to provide professional health care services.

(3) “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, any of your “volunteer workers.”

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

d. 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.

e. 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. With respect to “mobile equipment” registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. “Bodily injury” to a co-“employee” of the person driving the equipment; or

b. “Property damage” to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

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

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

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

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

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

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DATE

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ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

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## AMENDMENT OF WHO IS AN INSURED—VOLUNTEER WORKERS (BROAD)

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SECTION II—WHO IS AN INSURED** is replaced by:

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 “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” 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;
  - (b) To the spouse, child, parent, brother or sister of that co-“employee” 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 Paragraphs (1)(a) or (b) above; or
  - (d) Arising out of his or her providing or failing to provide professional health care services.
- (2) “Property damage” to property:
  - (a) Owned, occupied or used by; or
  - (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,” any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Your “volunteer workers” only while performing duties related to the conduct of your business. However, none of these “volunteer workers” are insureds for:
    - (1) “Bodily injury” or “personal and advertising injury” 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; or
      - (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, any of your “volunteer workers.”
  - c. Any person (other than your “employee” or “volunteer worker”), or any organization while acting as your real estate manager.
  - d. 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.
  - e. 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. With respect to “mobile equipment” registered in your name under any motor vehicle registration law, any

person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. “Bodily injury” to a co-“employee” of the person driving the equipment; or
  - b. “Property damage” to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. **Coverage A** does not apply to “bodily injury” or “property damage” that occurred before you acquired or formed the organization; and
  - c. **Coverage B** does not apply to “personal and advertising injury” arising out of an offense committed before you acquired or formed the organization.

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

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AUTHORIZED REPRESENTATIVE

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## AMENDMENT OF WHO IS AN INSURED—SANCTIONED VOLUNTEER WORKERS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**SECTION II—WHO IS AN INSURED** is replaced by:

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 Paragraphs (1)(a) or (b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.
- (2) "Property damage" to property:
- (a) Owned, occupied or used by,
  - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees," "volunteer workers," any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Your "sanctioned volunteer workers" only while performing duties related to the conduct of your business. However, none of these "volunteer workers" are insureds for:
- (1) "Bodily injury" or "personal and advertising injury" 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, any of your "sanctioned volunteer workers."
  - c. Any person (other than your "employee" or "sanctioned volunteer worker"), or any organization while acting as your real estate manager.
  - d. 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.
  - e. 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. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any

person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
  - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. **Coverage A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. **Coverage B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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

**SECTION V—DEFINITIONS** are amended as follows:

The following is added to **SECTION V—DEFINITIONS**:

"Sanctioned 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. "Sanctioned Volunteer workers" is

agreed to mean Regional Commissioners, District Commissioners, State Commissioners, Assistant Commissioners, Officers, Managers, Coaches, Trainers, Umpires, Maintenance workers, and Concession Stand workers.

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## COMMERCIAL GENERAL LIABILITY BROADENED COVERAGE

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. SECTION I—COVERAGES, Coverage A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY, subsection 2. Exclusions, paragraph g.(2) is replaced by:**

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

- (a)** Less than 51 feet long; and
- (b)** Not being used to carry persons or property for a charge.

**B. SECTION I—COVERAGES, Coverage B—PERSONAL AND ADVERTISING INJURY LIABILITY, subsection 2. Exclusions, paragraph b. and c. are replaced by:**

**b. Material Published With Knowledge of Falsity**

“Personal and advertising injury” arising out of publication of material, including, but not limited to, oral, written, televised, videotaped or electronically transmitted publication of material, if done 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 publication of material, including, but not limited to, oral, written, televised, videotaped or electronically transmitted publication of material, whose first publication took place before the beginning of the policy period;

**C. SECTION I—COVERAGES, SUPPLEMENTARY PAYMENTS—COVERAGES A and B, paragraph 1.b. and 1.d. are replaced by:**

**b.** Up to \$1,000 for the 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.

**d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit,” including actual loss of earnings up to \$500 a day because of time off from work.

**D.** The following replaces **SECTION II—WHO IS AN INSURED, 3.a.:**

**a.** Coverage under this provision is afforded only until the 180<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever ever is earlier.

**E.** The following are added to **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:**

Knowledge of the “occurrence,” offense, claim or “suit” by the agent, servant, or “employee” of an insured shall not in itself constitute your knowledge unless one of your officers, manager or partners has received notice of the “occurrence,” offense, claim or “suit.”

Failure by the agent, servant or “employee” of an insured (other than an officer, manager or partner) to notify us of an “occurrence” shall not constitute a failure to comply with Items **a.** and **b.** of this condition.

F. The following are added to **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS:**

**Unintentional Error or Omission**

Any unintentional error or omission in the description of or failure to completely describe, any premises or operations intended to be covered by this Coverage Part will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

**Waiver of Right of Recovery**

We waive all rights of recovery when you have agreed to waive your rights of recovery when required by a written contract. However, this provision only applies if the written contract was executed prior to the date of the "occurrence."

G. With respect to this endorsement, the following replaces **SECTION V—DEFINITIONS**, paragraph 3. and 14.:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright, humiliation, emotional distress or death resulting from bodily injury, sickness or disease.

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

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution or abuse of process;
- 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. Any publication of material including, but not limited to oral, written, televised, videotaped or electronically transmitted publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Any publication of material, including but not limited to oral, written, televised, videotaped or electronically transmitted publication 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."

H. **Broadened Coverage—Damage to Premises Rented to You**

1. The word **fire** is replaced with the phrase **fire or explosion** where it appears in:

a. **SECTION I—COVERAGES, Coverage A, 2. Exclusions, j. Damage to Property;**

b. **SECTION I—COVERAGES, Coverage A, 2. Exclusions**, last paragraph;

c. **SECTION III—LIMITS OF INSURANCE, Item 6.;**

d. **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, Item (1)(b).**

2. The Limit of Insurance applicable to Damage to Premises Rented to You is \$300,000 unless a higher limit is specified on the Commercial General Liability Coverage Part Supplemental Declarations.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LEGAL LIABILITY TO PARTICIPANTS—MOTORSPORTS RACING

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. Additional Exclusions.**

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

This insurance does not apply to:

“Bodily injury” to a “participant.”

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

This insurance does not apply to:

“Bodily injury” to a “participant.”

**B. Insuring Agreement.**

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

**COVERAGE—LIABILITY TO “PARTICIPANTS”**

**1. Insuring Agreement.**

- a. If, and only if, “participant accident insurance” is carried by or on behalf of the “participant” and is in effect at the time of any “occurrence” giving rise to a claim under this endorsement then, we will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury” to any “participant” during a “covered program.” 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” to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” and settle any claim or “suit” that may result. But:

- (1) The amount we will pay for damages is limited as described in Section C. Limits of Insurance in this endorsement; and
- (2) No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for in this endorsement.

**b. This insurance applies to “bodily injury” only if:**

- (1) The “bodily injury” is caused by an “occurrence” that takes place in the “coverage territory”; and
- (2) The “bodily injury” occurs during the policy period.

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

**2. Exclusions.**

This insurance does not apply to:

- a. “Bodily injury” that is excluded under **SECTION I—COVERAGES, Coverage A, 2. Exclusions, Paragraphs a., b., c., d., e., f., g., h., i. and o.**

- b. The following is added to **SECTION I—COVERAGES, Coverage A, 2. Exclusions, Exclusion (f)**:

Subparagraph **(d)(i)** does not apply to “bodily injury” 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 “competition vehicles” or “official vehicles” 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” 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.

- c. The following is added to Exclusion **(g)** under **SECTION I—COVERAGES, Coverage A, 2. Exclusions**:

“Competition vehicles” or “official vehicles” during a “covered program” while on “premises.”

- d. Paragraph **(2)** of Exclusion **(h)** under **SECTION I—COVERAGES, Coverage A, 2. Exclusions** is deleted and replaced with the following:

The use of “mobile equipment” in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity. This exclusion does not apply to “competition vehicles” or “official vehicles” during a “covered program” while on “premises.”

- e. “Bodily injury” arising out of the use of the premises for any exhibition, event, or activity not a part of the “covered program.”

- f. “Bodily injury” to:

**(1)** Any “participant” injured in a “restricted area” from whom you have not previously obtained a valid release and waiver on a form approved by us; or

**(2)** Any “participant” under the age of 18 years who is injured in a “restricted area” from whom you have not previously obtained a valid release and waiver signed by the minor person’s parent or legal guardian, on a form approved by us.

This exclusion does not apply if:

- (1)** You require each “participant” to sign a release and waiver form previously approved by us prior to the “covered program”; and
- (2)** Your failure to obtain a valid and executed release and waiver was due to your inadvertent error, or misrepresentation or fraud by the “participant.”

**C. Limits of Insurance.**

- 1. SECTION III—LIMITS OF INSURANCE**, Paragraph **2.** is replaced by the following:

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

- a. Medical Expenses under **Coverage C**;
- b. Damages under **Coverage A**, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”;
- c. Damages under **Coverage B**; and
- d. Damages under **COVERAGE—LIABILITY TO “PARTICIPANTS.”**

- 2.** The following is added to **SECTION III—LIMITS OF INSURANCE**:

Subject to **2.** above, the Liability to Participants Limit shown in the Declarations is the most we will pay for the sum of all damages under **Coverage D** because of all “bodily injury” to “participants” arising out of any one “occurrence.”

**D. Definitions.**

The following are added to **SECTION V—DEFINITIONS**:

- a. “Competition vehicle” means any self-propelled vehicle or land motor vehicle on the “premises” for the specific purpose of competing or performing in a “covered program.”

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

"Covered program" includes registration and technical inspection on or off the "premises."

- c. "Official vehicle" means a vehicle, other than a "competition vehicle," on "premises" that is allowed access into the "restricted area."
- d. "Participant" means any person granted permission to enter the "restricted area" but only if:
1. The person has clearly defined duties directly allotted to them as respects a "covered program"; and
  2. The person is within the "restricted area."
- e. "Participant accident insurance" means insurance acceptable to us covering "participants" which contains minimum limits of:

Accidental Death & Dismemberment	Medical Reimbursement
\$	\$

Any national, state or provincial government health plan in effect will constitute "participant accident insurance."

- f. "Premises" means:
1. The race course location;
  2. Roads, buildings or structures adjacent to the race course location;
  3. Official registration or inspection locations.
- g. "Restricted area" means any area requiring special authorization, credentials or permission to enter and to which admission of the general public is restricted or prohibited.

**E. Commercial General Liability Conditions.**

1. For the purposes of this endorsement, the following is added to **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS 2.b.:**

Immediately deliver to us the required release and waiver form dated and signed prior to the time of the "occurrence." With respect to minors, the release and waiver form must be signed by the minor person's parent or legal guardian.

2. Further, the following conditions apply to coverage provided by this endorsement:
  - a. You must utilize a release and waiver form that we approve prior to the "covered program."
  - b. You must maintain "participant accident insurance."

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AUTHORIZED REPRESENTATIVE

DATE

# National Casualty Company

A Stock Insurance Company, herein called the Company

## SPORTS AND LEISURE PROGRAM

### MOTORSPORTS ERRORS AND OMISSIONS COVERAGE FORM

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

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words “we,” “us” and “our” refer to the company providing this insurance.

The word “insured” means any person or organization qualifying as such under **SECTION II—WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI—DEFINITIONS**.

#### SECTION I—MOTORSPORTS ERRORS AND OMISSIONS COVERAGE

##### A. Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as monetary damages caused by a negligent act, error or omission during a “covered program” and arising out of:

1. Technical Inspections;
2. Scoring;
3. Disqualification;
4. Officiating;
5. Award Payments; or
6. The refusal to allow a person to participate in a “covered program” solely based on that person’s mental or physical limitations.

However, this insurance only applies if such negligent act, error or omission occurs during the coverage period stated on the **MOTORSPORTS ERRORS AND OMISSIONS COVERAGE SUPPLEMENTAL DECLARATIONS**.

We will have the right and duty to defend any suit seeking those damages, but the amount we will pay for damages is limited as described in **SECTION III—LIMITS OF INSURANCE**. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **MOTORSPORT ERRORS AND OMISSIONS COVERAGE**.

We have no right or duty to defend claims for damages not covered by this Coverage Form.

##### B. Exclusions

This insurance does not apply to:

1. Any claim if caused by any intentionally wrongful, dishonest, fraudulent or criminal acts, errors or omissions committed by any insured;
2. Any “bodily injury,” “property damage” or “personal and advertising injury”;
3. Any claim by “you” against another insured;
4. Any non-compensatory amounts, including but not limited to punitive, exemplary or multiplication of damages, fines, taxes or penalties, in whatever form assessed;
5. Any claim that arises out of or relates to alleged violations of any law that prohibits the monopolization or unlawful restraint of trade, business or profession;
6.
  - a. Any injury, damages or loss 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; or
  - b. Any loss, cost or expense arising out of any:
    - 1) Request, demand, order or statutory or regulatory requirement that any

- insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants”; or
- 2) claim or suit by or on behalf of a governmental authority for any 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”;
7. Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law;
  8. Any liability of others assumed by any insured under any contract or agreement;
  9. Any violation of the Racketeer Influenced and Corrupt Organizations Act (RICO), including any similar federal, state or local laws;
  10. Any claim that arises out of:
    - a. The gaining of access to a computer, computer system, or computer network by an unauthorized person or persons or an authorized person in an unauthorized manner;
    - b. the use of a computer, computer system, or computer network by an unauthorized person or persons or an authorized person in an unauthorized manner; or
    - c. the transmission of Malicious Code which shall mean an unauthorized corrupting or harmful piece of code and includes, but is not limited to, “Trojan horses,” “worms,” and “time or logic bombs”;
  11. Any claim that arises out of wear and tear or gradual deterioration;
  12. Any claim that arises out of:
    - a. any change in electrical power supply, including but not limited to power failure, power interruption, power surge, brown-out, blackout, short-circuit, over voltage, induction or power fluctuation; or
    - b. interruptions or outages to gas, water, telephone, cable or satellite services furnished by utility companies; or
  13. Any claim arising out of any actual or alleged conflict of interest or self-dealing by any insured, including, but not limited to any claim arising out of any insured’s participation as a contestant or contender in any “covered program.”
- C. Supplementary Payments**
- We will pay in addition to our limit of insurance:
1. All expenses we incur.
  2. Premiums on appeal bonds or bonds to release property used to secure your legal obligations, in a claim we defend but only for bond amounts within our limits. We do not have to furnish or secure these bonds.
  3. Up to \$100 a day for loss of earnings (but not other income) because of attendance at hearings or trials at our request.
- SECTION II—WHO IS AN INSURED**
- A. If you are designated in the **MOTORSPORTS ERRORS AND OMISSIONS COVERAGE SUPPLEMENTAL DECLARATIONS** as:**
1. 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.
  2. 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.
  3. 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.
  4. 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.
- B. Each of the following is also an insured:**
1. Your employees and volunteers, 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 a “covered program.”

2. Any sanctioning body of a “covered program,” including their executive officers, directors and stewards, but only with respect to their duties as officers, directors and stewards when such duties arise out of or relate to your “covered program.”

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 **MOTORSPORTS ERRORS AND OMISSIONS COVERAGE SUPPLEMENTAL DECLARATIONS**.

### SECTION III—LIMITS OF INSURANCE

Regardless of the number of insureds covered, premiums charged, persons or organizations who make claims, the most we will pay is the limit shown on the **MOTORSPORTS ERRORS AND OMISSIONS COVERAGE SUPPLEMENTAL DECLARATIONS** as applicable to:

1. Each Incident with respect to all damages arising out of the same negligent act, error, or omission; or
2. Annual Aggregate with respect to the sum of all damages incurred during the Policy Period as shown on the **MOTORSPORTS ERRORS AND OMISSIONS COVERAGE SUPPLEMENTAL DECLARATIONS**.

### SECTION IV—DEDUCTIBLE

Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount stated on the **MOTORSPORTS ERRORS AND OMISSIONS COVERAGE SUPPLEMENTAL DECLARATIONS**. We may pay any part or all of the deductible amount to effect settlement of any claim and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount paid by us.

### SECTION V—CONDITIONS

#### A. Duties In The Event Of A Claim

In the event a claim is made against any insured, or you have knowledge of a claim, you must:

1. Report this to us in writing as soon as possible. Give us all the details you can, including when, where and how it happened, the names and addresses of persons involved;
2. Promptly send us all documents, if any insured is sued or if claim is made against them. If a dispute arises as to whether you mailed, or we received, notice of a claim or suit, only a certified mailing receipt will be proof of mailing; or
3. Cooperate and assist us in the investigation, settlement, defense, enforcement or contribution of indemnification. The insured may not, except at their own expense, make any offer or payment, assume any obligation or incur any expenses unless otherwise permitted in this Coverage Form.

#### B. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Form, our obligations are limited as follows:

##### 1. 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 below.

##### 2. Method Of Sharing

- a. 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.
- b. 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.

#### C. 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 Form, 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.

#### D. Legal Action Against Us

No person or organization has a right under this Coverage Form:

1. To join us as a party or otherwise bring us into a suit asking for “damages” from an insured; or
2. To sue us on this Coverage Form 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 obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Form 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.

#### SECTION VI—DEFINITIONS:

When used in this Coverage Form:

- A.** “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.
- B.** “Bodily injury” means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- C.** “Covered program” means any event which:
1. Was specifically submitted to us as a scheduled event or activity at the effective date of this Coverage Form; or
  2. Is usual and customary to your business activities and events as stated on the **MOTORSPORTS ERRORS AND OMISSIONS COVERAGE SUPPLEMENTAL DECLARATIONS**; or
  3. Has been specifically endorsed to this Policy.

“Covered program” includes registration and technical inspection on or off the premises.

- D.** “Personal and advertising injury” means injury, including consequential “bodily injury,” arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. 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;
4. Oral or written publication of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services;
5. Oral or written publication of material that violates a person’s right of privacy;
6. The use of another’s advertising idea in your “advertisement”; or
7. Infringing upon another’s copyright, trade dress or slogan in your “advertisement.”

- E.** “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.

- F.** “Property damage” means:

1. 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
2. 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.

# National Casualty Company

A Stock Insurance Company, herein called the Company

## HIRED AUTO AND EMPLOYERS' NON-OWNERSHIP LIABILITY COVERAGE FORM

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

Throughout this policy, the words "you" and "your" refer to the named insured shown in the declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION IV—DEFINITIONS**.

### SECTION I—COVERED AUTOS

Item Two of the declarations shows the type of "autos" that are covered "autos." If the applicable box is marked and a premium is shown for the coverage, the following types of "autos" are covered "autos."

#### Description of Covered Autos

**Hire Autos:** Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your employees or partners or members of their households.

**Nonowned Autos:** Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business or your personal affairs.

### SECTION II—LIABILITY COVERAGE

#### A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto."

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which that insurance applies, caused by an "accident" and resulting from the ownership, maintenance, or use of covered "autos." However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident."

We have the right and duty to defend any "suit" asking for such damages or a "covered pollution cost or expense." However, we have no duty to defend "suits" for "bodily injury" or "property damage" or a "covered pollution cost or expense" not covered by this Coverage form. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit Of Insurance has been exhausted by payment of judgments or settlements.

#### 1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto."
- b. Anyone else while using with your permission a covered "auto" you hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "auto."
  - (2) Your employee if the covered "auto" is owned by that employee or a member of his or her household.
  - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
  - (4) Anyone other than your employees, partners, a lessee or borrower or any of their employees, while moving property to or from a covered "auto."
  - (5) A partner of yours for a covered "auto" owned by him or her or a member of his or her household.

- c. Anyone liable for the conduct of an “insured” described above, but only to the extent of that liability.

## 2. Coverage Extensions

### a. Supplementary Payments

In addition to the Limit Of Insurance, we will pay for the “insured”:

- (1) All expenses we incur.
- (2) Up to \$250 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any “suit” we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses insured by the “insured” at our request, including actual loss of earnings up to \$100 a day because of time off from work.
- (5) All costs taxed against the “insured” in any “suit” we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any “suit” we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit Of Insurance.

### b. Out of State Coverage Extensions

While a covered “auto” is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limit or limits specified by a compulsory or financial responsibility law in the jurisdiction where the covered “auto” is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages such as no-fault, required of out of state vehicles

by the jurisdiction where the covered “auto” is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

## B. Exclusions

This insurance does not apply to any of the following:

### 1. Expected Or Intended Injury

“Bodily injury” or “property damage” expected or intended from the standpoint of the “insured.”

### 2. Contractual

Liability assumed under any contract or agreement.

This exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an “insured contract” provided the “bodily injury” or “property damage” occurs subsequent to the execution of the contract agreement; or
- b. That the “insured” would have in the absence of the contract or agreement.

### 3. Workers’ Compensation

Any obligation for which the “insured” or the “insured’s” insurer may be held liable under any workers compensation, disability benefits or unemployment compensation law or any similar law.

### 4. Employee Indemnification And Employer’s Liability

Bodily injury” to:

- a. An employee of the “insured” arising out of and in the course of employment by the “insured”; or
- b. The spouse, child, parent, brother or sister of that employee as a consequence of paragraph a. above.

This exclusion applies:

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

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

But this exclusion does not apply to “bodily injury” to domestic employees not entitled to workers compensation benefits or to liability assumed by the “insured” under an “insured contract.”

#### 5. Fellow Employee

“Bodily injury” to any fellow employee of the “insured” arising out of and in the course of the fellow employee’s employment.

#### 6. Care, Custody Or Control

“Property damage” to or “covered pollution cost or expense” involving property transported by the “insured” or in the “insured’s” care, custody, or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

#### 7. Handling Of Property

“Bodily injury” or “property damage” resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the “insured” for movement into or onto the covered “auto”; or
- b. After it is moved from the covered “auto” to the place where it is finally delivered by the “insured.”

#### 8. Movement Of Property By Mechanical Device

“Bodily injury” or “property damage” resulting from the movement of property by a mechanical device (other than a hand truck), unless the device is attached to the covered “auto.”

#### 9. Operations

“Bodily injury” or “property damage” arising out of the operation of any equipment listed in paragraphs 6.b. and 6.c. of the definition of “mobile equipment.”

#### 10. Completed Operations

“Bodily injury” or “property damage” arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in paragraphs a. and b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) 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.

#### 11. Pollution

“Bodily injury” or “property damage” arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, or escape of “pollutants”:

- a. That are, or that are contained in any property that is:
  - 1. Being transported or towed by, handled, or handled for movement into, onto or from the covered “auto”;
  - 2. Otherwise in the course of transit by or on behalf of the “insured”; or
  - 3. Being stored, disposed of, treated or processed in or upon the covered “auto”;
- b. Before the “pollutants” or any property in which the “pollutants” are contained are

moved from the place where they are accepted by the “insured” for movement into or onto the covered “auto”; or

- c. After the “pollutants” or any property in which the “pollutants” are contained are moved from the covered “auto” to the place where they are finally delivered, disposed of or abandoned by the “insured.”

Paragraph a. does not apply to fuels, lubricants, fluids, exhaust gases or other similar “pollutants” that are needed for or result from the normal electrical, hydraulic, or mechanical functioning of the covered “auto” or its parts, if:

- (1) The “pollutants” escape, seep, migrate, or are discharged, dispersed, or released directly from an “auto” part designed by its manufacturer to hold, store, receive, or dispose of such “pollutants”; and
- (2) The “bodily injury,” “property damage” or “covered pollution cost or expense” does not arise out of the operation of any equipment listed in paragraphs 6.b. and 6.c. of the definition of “mobile equipment.”

Paragraphs b. and c. above of this exclusion do not apply to “accidents” that occur away from premises owned by or rented to an “insured” not in or upon a covered “auto” if:

- (1) The “pollutants” or any property in which the “pollutants” are contained are upset, overturned, or damaged as a result of the maintenance or use of a covered “auto”; and
- (2) The discharge, dispersal, seepage, migration, release, or escape of the “pollutants” is caused directly by such upset, overturn, or damage.

## 12. War

“Bodily injury” or “property damage” due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

## C. Limit Of Insurance

Regardless of the number of covered “autos,” “insureds,” premiums paid, claims made or vehicles

involved in the “accident,” the most we will pay for the total of all damages and “covered pollution cost or expense” combined, resulting from any one “accident” is the Limit Of Insurance for Liability Coverage shown in the Declarations.

All “bodily injury,” “property damage” and “covered pollution cost or expense” resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one “accident.”

## SECTION III—BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

### A. Loss Conditions

#### 1. Duties In The Event Of Accident, Claim Or Suit

- a. In the event of “accident,” claim or “suit” you must give us or our authorized representative prompt notice of the “accident.” Include:

- (1) How, when and where the “accident” occurred;
- (2) The “insured’s” name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

- b. Additionally, you and any other involved “insured” must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the “insured’s” own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or “suit.”
- (3) Cooperate with us in the investigation, settlement or defense of the claim or “suit.”
- (4) Authorize us to obtain medical records or other pertinent information.

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

## 2. Legal Action Against Us

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

- a. There has been full compliance with all the terms of this Coverage Part; and
- b. We agree in writing that the “insured” has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the “insured’s” liability.

## 3. 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. That person or organization must do everything necessary to secure our rights and must do nothing after the “accident” to impair them.

## B. General Conditions

### 1. Bankruptcy

Bankruptcy or insolvency of the “insured” or the “insured’s” estate will not relieve us of any obligations under this Coverage Part.

### 2. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud by you at anytime as it relates to this Coverage Part. It is also void if you or any other “insured,” at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Part;
- b. The covered “auto”;
- c. Your interest in the covered “auto”; or
- d. A claim under this Coverage Part.

### 3. Liberalization

If we revise this Coverage Part to provide more coverage without additional premium

charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

## 4. No Benefit To Bailee

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Part.

## 5. Other Insurance

- a. For any covered “auto” you don’t own, the insurance provided by this Coverage Part is excess over any other collectible insurance.
- b. Regardless of the provisions of paragraph a. above, this Coverage Part’s Liability Coverage is primary for any liability assumed under an “insured contract.”
- c. When this Coverage Part and any other Coverage Part or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Part bears to the total of the limits of all the Coverage Parts and policies covering on the same basis.

## 6. Premium Audit

- a. The estimated premium for this Coverage Part is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Name Insured will be billed for the balance, if the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Part will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

## 7. Policy Period, Coverage Territory

Under this Coverage Part, we cover “accidents” occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico; and
- d. Canada.

We also cover “accidents” involving a covered “auto” while being transported between any of these places.

### 8. Two Or More Coverage Parts Or Policies Issued By Us

If this Coverage Part and any other Coverage Part or policy issued to you by us or any company affiliated with us apply to the same “accident,” the aggregate maximum Limit of Insurance under all the Coverage Parts or policies shall not exceed the highest applicable Limit of Insurance under and one Coverage Part or policy. This condition does not apply to any Coverage Part or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Part.

## SECTION IV—DEFINITIONS

- A. “Accident” includes continuous or repeated exposure to the same conditions resulting in “bodily injury” or “property damage.”
- B. “Auto” means a land motor vehicle, trailer or semi-trailer designed for travel on public roads but does not include “mobile equipment.”
- C. “Bodily injury” means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. “Covered pollution cost or expense” means any cost or expense arising out of:
  - 1. Any request, demand, or order; or
  - 2. Any claim or “suit” by or on behalf of a governmental authority demanding;

that the “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.”

“Covered pollution cost or expense” does not include any cost or expense arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of “pollutants”:

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled, or handled for movement into, onto, or from the covered “auto”;
  - (2) Otherwise in the course of transit by or on behalf of the “insured”;
  - (3) Being stored, disposed of, treated or processed in or upon the covered “auto”;
- b. before the “pollutants” or any property in which the “pollutants” are contained are moved from the place where they are accepted by the “insured” for movement into or onto the covered “auto”;
- c. after the “pollutants” or any property in which the “pollutants” are contained are moved from the covered “auto” to the place where they are finally delivered, disposed of, or abandoned by the “insured.”

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases, or other similar “pollutants” that are needed for or result from the normal electrical, hydraulic, or mechanical functioning of the covered “auto” or of its parts, if:

- (1) The “pollutants” escape, seep, migrate, or are discharged, dispersed, or released directly from an “auto” part designed by its manufacturer to hold, store, receive, or dispose of such “pollutants”;
- (2) The “bodily injury,” “property damage,” or “covered pollution cost or expense” does not arise out of the operation of any equipment listed in paragraphs 6.b. or 6.c. of the definition of “mobile equipment.”

Paragraphs b. and c. above do not apply to “accidents” that occur away from premises owned by or rented to an “insured” not in or upon a covered “auto” if:

- (1) The “pollutants” or any property in which the “pollutants” are contained are upset, overturned, or damaged as a result of the maintenance or use of a covered “auto”;

- (2) The discharge, dispersal, seepage, migration, release, or escape of the “pollutants” is caused directly by such upset, overturn, or damage.
- E. “Insured” means any person or organization qualifying as an insured in the **Who Is An Insured** provision of the applicable coverage part. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or “suit” is brought.
- F. “Insured contract” means:
1. A lease of premises;
  2. A sidetrack agreement;
  3. An easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad.
  4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
  5. 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 to pay for “bodily injury” or “property damage” to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
  6. That part of any other contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your employees, of any “auto.” However, such contract or agreement shall not be considered **an** “insured contract” to the extent that it obligates you or any of your employees to pay for “property damage” to any “auto” rented or leased by you or any of your employees.
- An “insured contract” does not include that part of any contract or agreement:
- a. That indemnifies any person or organization for “bodily injury” or “property damage” arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass, or crossing; or
  - b. That pertains to the loan, lease or rental of an “auto” to you or any of your employees, if the “auto” is loaned, leased, or rented with a driver; or
  - c. That holds a person or organization engaged in the business of transporting property by “auto” for hire harmless for your use of a covered “auto” over a route or territory that person or organization is authorized to serve by public authority.
- G. “Mobile equipment” means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  2. Vehicles maintained for use solely on or next to premises you own or rent;
  3. Vehicles that travel on crawler treads;
  4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mount:
    - a. Power cranes, shovels, loaders, diggers or drills; or
    - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
  5. Vehicles not described in paragraphs **G.1., 2., 3. or 4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
    - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
    - b. Cherry pickers and similar devices used to raise or lower workers.
  6. Vehicles not described in paragraphs **G.1., 2., 3. or 4.** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not “mobile equipment” but will be considered “autos”:

- a. Equipment designed primarily for:
    - (1) Snow removal;
    - (2) Road maintenance, but not construction or resurfacing; or
    - (3) Street cleaning;
  - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- H. "Pollutants" means any solid, liquid, gaseous, or thermal irritants or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, **reconditioned**, or reclaimed.
- I. "Property damage" means damage to or loss of use of tangible property.
  - J. "Suit" means a civil proceeding in which:
    - 1. Damages because of "bodily injury" or "property damages"; or
    - 2. "Covered pollution cost or expense,"
 to which this insurance applies, are alleged.
    - a. "Suit" includes an arbitration proceeding alleging such damages or "covered pollution cost or expense" to which you must submit or submit with our consent; or
    - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" submits with our consent.
  - K. "Trailer" includes semi-trailer.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NAMED DRIVER EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL AUTOMOBILE COVERAGE PART

This endorsement is effective on the inception date of the policy unless another date is indicated above.

- A. Coverage provided under this Coverage Part for Liability Coverage, Physical Damage Coverage, or any form providing Medical Payments, Personal Injury Protection, Added Personal Injury Protection, Property Protection Insurance, Uninsured Motorists or Underinsured Motorist Coverage, or any similar coverage does not apply while any covered "auto" is being driven, used, or manipulated by or under the care, custody or control, with or without permission, by one of the following named persons:

Name of Excluded Driver(s)	Driver's License Number	Relationship to Insured

- B. If we are required to respond to a claim or "suit" in order to comply with a compulsory insurance, financial responsibility or no-fault law, or similar law, the limit of insurance provided will be the minimum specified by that law.

No other terms or conditions of the policy are changed.

Accepted by:

\_\_\_\_\_

Named Insured

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Named Insured/Position

\_\_\_\_\_

Printed Named Insured/Position

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SPECIAL AUTO COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

Under **SECTION III—PHYSICAL DAMAGE COVERAGE**, subsection **A. Coverage**, paragraph **4. Coverage Extensions**, the following coverages are added:

#### Lease Gap Coverage

If a long term leased “auto” is a covered “auto” and the lessor is designated on this policy as an additional insured lessor, in the event of a total “loss” of the long term leased “auto,” we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the “auto” at the time of “loss” and the “outstanding balance” of the lease.

“Outstanding balance” means the amount you owe on the lease at the time of “loss” less any amounts representing taxes, overdue payments, penalties, interest, or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

This Lease Gap Coverage is excess over any other valid and collectible insurance.

Under **SECTION III—PHYSICAL DAMAGE COVERAGE**, subsection **A. Coverage**, paragraph **4. Coverage Extensions** is replaced by the following:

#### 4. Coverage Extensions

##### a. Transportation Expenses

We will pay up to:

1. \$50 per day to a maximum of \$1000 for temporary transportation expense incurred by you because of the total theft of a covered “auto” of the private passenger type; and

2. A maximum of \$500 for expenses, other than provided in 1. above, incurred by you because of the total theft of a covered “auto.”

We will pay only for those covered “autos” for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for those expenses incurred by you during the period beginning 48 hours after the theft and ending regardless of the policy’s expiration, when the covered “auto” is returned to use or we pay for its “loss.”

##### b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an “insured” becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

1. Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered “auto”;
2. Specified Causes of Loss Coverage is provided for any covered “auto”; or
3. Collision only if the Declarations indicate that collision Coverage is provided for any covered “auto.” However, the most we will pay for any expenses for loss of use is a maximum of \$500.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED  
DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**SCHEDULE**

**NAME OF PERSON OR ORGANIZATION:**

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

**SECTION II—WHO IS AN INSURED**, paragraph **A.1.**, is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **DELETION—CO-EMPLOYEE EXCLUSION**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM**

Paragraphs **4.** and **5.** of subsection **B. Exclusions** of **SECTION II—LIABILITY COVERAGE** are deleted in their entirety.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

# National Casualty Company

**ENDORSEMENT NO.** \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EARNED PREMIUM

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

When indicated by an "x" in the box below, the following premiums shall be considered fully earned at inception.

- Non-Owned Auto and Hired Auto Premium of ..... \$ \_\_\_\_\_
- Donated Auto Premium of ..... \$ \_\_\_\_\_
- Transportation Auto Premium of ..... \$ \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
 AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EMPLOYEES AND VOLUNTEERS AS INSURED CHILDREN'S CAMP

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

The following is added to **SECTION II—Liability Coverage, paragraph A.1., Who is An Insured** provision:

Any "employee" or volunteer of yours is an "insured" while using a covered "auto" owned by him or her, by a member of his or her household, or registered to a member of his or her household or to an auto dealership, leasing or rental concern while on camp business.

If the covered "auto" is not owned or registered to the "employee" or volunteer, then the owner, registrant, or the lessor is also an "insured."

For the purpose of this endorsement the following terms have special meaning:

Volunteer means any person other than an "employee" of yours, operating a vehicle on camp business with your permission and direction.

Camp business means the transportation of campers or other normal camp duties in a private passenger automobile with a seating capacity of no more than eight (8) persons.

The coverage provided by this endorsement is excess over any other collectible insurance, whether primary, excess, contingent or any other basis. The inclusion herein of any "insured" shall not operate to increase the Limits Of Insurance.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NON-STACKING OF LIABILITY POLICY LIMITS

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

The coverage provided under **SECTION II—LIABILITY COVERAGE** of this policy does not apply to any accident or loss for which coverage is granted under the Policy listed below nor shall coverage under **SECTION II—LIABILITY COVERAGE** of this policy be deemed excess over coverage provided under the Policy listed below.

Policy:

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PHYSICAL DAMAGE FLOOD EXCLUSION

This endorsement modifies insurance provided under the following:

### GARAGE COVERAGE FORM

With respect to this endorsement, **SECTION IV—PHYSICAL DAMAGE COVERAGE**, subsection **A., Coverage 1.b.(4) Flood** is deleted.

The following is added to paragraph **1.**, subsection **B. Exclusions** of **SECTION IV—PHYSICAL DAMAGE COVERAGE**:

We will not pay for “loss” caused by or resulting from any of the following. Such “loss” is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the “loss.”

#### Flood

Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not, mudslide, mudflow, or water that backs up or overflows from a sewer, drain or sump.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PHYSICAL DAMAGE EARTHQUAKE EXCLUSION

This endorsement modifies insurance provided under the following:

### GARAGE COVERAGE FORM

With respect to this endorsement, **SECTION IV—PHYSICAL DAMAGE COVERAGE**, subsection **A.**, **Coverage 1.b.(3)** is replaced by:

**(3)** Windstorm or hail;

The following is added to paragraph 1., subsection **B. Exclusions** of **SECTION IV—PHYSICAL DAMAGE COVERAGE**:

We will not pay for “loss” caused by or resulting from any of the following. Such “loss” is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the “loss.”

#### **Earthquake**

Earthquake, including any earth sinking, rising or shifting related to such event.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

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ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DAMAGE TO PRODUCT AND WORK EXTENSION

This endorsement modifies insurance provided under the following:

### GARAGE COVERAGE FORM

With respect to this endorsement, **SECTION II—LIABILITY COVERAGE**, subsection **B. Exclusions**, paragraphs **12. Defective Products** and **13. Work You Performed**, are deleted.

With respect to this endorsement, **SECTION II—LIABILITY COVERAGE**, subsection **D. Deductible** is replaced by:

#### D. Deductible

We will deduct \$250 from the damages in any “accident” resulting from “property damage” to an “auto” as a result of “work you performed” on that “auto” or as a result of defective “products.” To settle any claim or “suit,” we may pay all or any part of the Deductible. If this happens, you must reimburse us for the Deductible, or part of the Deductible we paid.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

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DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LOCATIONS AND OPERATIONS NOT COVERED

This endorsement modifies insurance provided under the following:

### GARAGE COVERAGE FORM

This insurance does not apply to the locations or operations described in the Schedule below.

### SCHEDULE

#### Locations or Operations Not Covered:

1. All rental operations
2. Motorcycle Safety Training Classes
3. All operations associated with the ownership, maintenance, use, sales, service, repair, storage or entrustment to others of any boat, outboard motors and parts, other than "personal watercraft." "Personal watercraft" is defined as an inboard vessel less than 13 feet in length, which uses an internal combustion engine powering a water jet as its primary source of propulsion, and is designed to be operated by a person or persons positioned on, rather than within, the confines of the hull.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

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ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **GARAGEKEEPERS COVERAGE FLOOD EXCLUSION**

This endorsement modifies insurance provided under the following:

### **GARAGE COVERAGE FORM**

The following is added to **SECTION III—GARAGEKEEPERS COVERAGE**, subsection **B. Exclusions 3.:**

We will not pay for “loss” caused by or resulting from any of the following. Such “loss” is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the “loss.”

#### **Flood**

Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not, mudslide, mudflow, or water that backs up or overflows from a sewer, drain or sump.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **GARAGEKEEPERS COVERAGE EARTHQUAKE EXCLUSION**

This endorsement modifies insurance provided under the following:

### **GARAGE COVERAGE FORM**

The following is added to subsection **B. Exclusions 3.** of **SECTION III—GARAGEKEEPERS COVERAGE:**

We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."

#### **Earthquake**

Earthquake, including any earth sinking, rising or shifting related to such event.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMPOSITE RATE ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

The premium stated in the Declarations is an estimated premium only. Upon termination of this policy, the earned premium shall be computed as set forth below. If the earned premium computed exceeds the estimated advance premium paid, the first Named Insured shall pay the excess portion; if the earned premium computed is less than the estimated advance premium, we will return the balance to the first Named Insured.

You and we agree that a resurvey may be made at any time during the policy period at the request of us or you for the purpose of modifying the premium rate set forth to reflect the effect of substantial exposure changes that would not be fully reflected by such rates.

Estimated Exposures	Rate	Estimated Premium
---------------------	------	-------------------

The minimum retained premium shall be \_\_\_\_\_% of the estimated premium.

The rates set forth above will be applied to the average number of vehicles determined by adding the number of vehicles at the inception of the policy to the number of vehicles at expiration and dividing by two.

With respect to this endorsement, vehicles include (check one box):

- Power Units only
- Power Units and Trailers

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

# National Casualty Company

## SPORTS AND LEISURE PROGRAM

### COMMERCIAL PROPERTY COVERAGE PART EXTENSION OF SUPPLEMENTAL DECLARATIONS

Policy No.: \_\_\_\_\_ Effective Date: \_\_\_\_\_  
12:01 A.M. Standard Time

Named Insured: \_\_\_\_\_ Agent No.: \_\_\_\_\_

#### ITEM 1. DESCRIPTION OF PREMISES

PREM. NO.      BLDG. NO.      \_\_\_\_\_ LOCATION, CONSTRUCTION AND OCCUPANCY

#### ITEM 2. COVERAGES PROVIDED

Insurance at the described premises applies only for coverages for which a Limit of Insurance is shown.

<u>PREM. NO.</u>	<u>BLDG.NO.</u>	<u>COVERAGE</u>	<u>LIMIT OF INSURANCE</u>	<u>CAUSES OF LOSS COVERED</u>	<u>COINSURANCE</u>	<u>RATES</u>
_____	_____	_____	_____	_____	_____*	_____

**ITEM 3 OPTIONAL COVERAGES** Applicable only when entries are made in the schedule below:

<u>PREM. NO.</u>	<u>BLDG.NO.</u>	<u>EXPIRATION DATE</u>	<u>AGREED VALUE</u>		<u>REPLACEMENT COST (X)</u>		
			<u>COVERAGE</u>	<u>AMOUNT</u>	<u>BUILDING</u>	<u>PERSONAL PROPERTY</u>	<u>INCLUDING "STOCK"</u>

<u>INFLATION GUARD (%)</u>		<u>*MONTHLY LIMIT OF INDEMNITY (Fraction)</u>	<u>*MAXIMUM PERIOD OF INDEMNITY (X)</u>	<u>*EXTENDED PERIOD OF INDEMNITY (Days)</u>
<u>BUILDING</u>	<u>PERSONAL PROPERTY</u>			

\*Applies to business income only.

**ITEM 4 MORTGAGE HOLDERS**

<u>PREM. NO.</u>	<u>BLDG.NO.</u>	<u>MORTGAGE HOLDER NAME AND MAILING ADDRESS</u>
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**ITEM 6. DEDUCTIBLE:** The deductible is \$250. Exceptions **See Supplemental Declarations**

**ITEM 7. FORMS AND ENDORSEMENTS:**

**ITEM 8. FORMS APPLICABLE TO SPECIFIC PREMISES/COVERAGES:**

<u>PREM. NO.</u>	<u>BLDG. NO.</u>	<u>COVERAGES</u>	<u>FORM NO.</u>
------------------	------------------	------------------	-----------------

THIS EXTENSION OF SUPPLEMENTAL DECLARATIONS, SUPPLEMENTAL DECLARATIONS AND THE COMMON POLICY DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENT(S) COMPLETE THE ABOVE NUMBERED POLICY.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL PROPERTY NOT COVERED

This endorsement modifies insurance provided under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CONDOMINIUM ASSOCIATION COVERAGE FORM  
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM  
STANDARD PROPERTY POLICY**

### SCHEDULE\*

**Prem. No.    Bldg. No.**

**Description of Property**

All operations associated with the ownership, maintenance, use, sales, service, repair, storage or entrustment to others of any boat, outboard motors and parts, other than "personal watercraft." "Personal watercraft" is defined as an inboard vessel less than 13 feet in length, which uses as internal combustion engine powering a water jet as its primary source of propulsion, and is designed to be operated by a person or persons positioned on, rather than within, the confines of the hull.

\* Information required to complete this Schedule, if not shown on this endorsement will be shown in the Declarations.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## OCURRENCE LIMIT OF LIABILITY ENDORSEMENT

It is understood and agreed that the following special terms and conditions apply to this policy:

1. The limit of liability or amount of insurance shown on the face of this policy, or endorsed onto this policy, is a limit or amount per occurrence. Notwithstanding anything to the contrary contained herein, in no event shall the liability of this company exceed this limit or amount in one disaster, casualty or event, irrespective of the number of locations involved.
2. The premium for this policy is based upon the statement of values on file with the company, or attached to this policy. In the event of loss hereunder, liability of the company shall be limited to the least of the following:
  - a. The actual adjusted amount of loss, less applicable deductible(s).
  - b. The total stated value for the property involved, as shown on the latest statement of values on file with the company, less applicable deductible(s).
  - c. The limit of liability or amount of insurance shown on the face of this policy or endorsed into this policy.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

# National Casualty Company

**ENDORSEMENT  
NO. \_\_\_\_\_**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **MOLD, MILDEW, FUNGI AND/OR SPORE EXCLUSION**

This endorsement modifies insurance provided under the following:

### **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**

This policy does not apply to any loss, demand, claim or suit arising out of or related in any way to mold(s), mildew(s), fungi and/or spore(s).

The Company shall have no duty of any kind with respect to any such loss, demand, claim or suit.

This exclusion applies to all coverages under this policy.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE



# National Casualty Company

**ENDORSEMENT  
NO.** \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PLUS PROPERTY COVERAGE ENHANCEMENTS

This endorsement modifies insurance provided under the following:

### BUILDING AND PERSONAL PROPERTY COVERAGE FORM CAUSES OF LOSS—SPECIAL FORM BUSINESS INCOME COVERAGE FORM

The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

LIMITS	SUBJECTS OF INSURANCE
\$ 25,000	Electronic Data Processing
\$ 2,500	Arson Reward
\$ 2,500	Crime Reward
\$ 25,000	Accounts Receivable
\$ 25,000	Extra Expense
\$ 5,000	Fire Protection Device Recharge
\$ 25,000	Loss Data Preparation Costs
\$ 1,000	Property in Custody of Salespersons
\$ 25,000	Demolition Cost
\$ 50,000	Increased Cost to Repair, Rebuild or Construct
\$ 100,000	Loss to Undamaged Buildings
\$ Yes	Owned Watercraft under 21 feet in length
\$ 25,000	Fire Department Service Charge
\$1,000,000	Newly Acquired or Constructed Property
\$ 25,000	Valuable Papers and Records—Cost of Research
\$ 25,000	Property Off-Premises
\$ 25,000	Outdoor Property—subject to \$1,000 per Tree, Shrub or Plant
\$ 5,000	Outdoor Signs
\$ 25,000	Debris Removal
\$ 50,000	Property In Transit—subject to \$2,500 per Person
\$ 50,000	Water Back-up of Sewers and Drains

\$ 25,000	Off-Premises Power Failure
\$ 15,000	Emergency Vacating Expenses
60 days	Extended Business Income

The coverages listed in the summary are provided as additions to your insurance program. These coverages apply separately to each of your premises described in the Declarations.

**POLICY ADDITIONS**

The following paragraphs are added to the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**:

**All provisions in the Coverage Forms listed above and in any endorsement attached to these Coverage Forms which limit the location of the property to within 100 feet of the described premises are changed to within 1,000 feet of the described premises.**

**A. Coverage**

**1. Covered Property**

The following is added to subparagraph **a. Building** of paragraph **1. Covered Property**:

**a. Building**, meaning the building or structure described in the Declarations, including:

Miscellaneous Structures including:

- (a) Tent platforms
- (b) Pavilions and shelters
- (c) Signs, whether free standing or, attached to buildings
- (d) Boat and canoe racks
- (e) Athletic backstops
- (f) Permanently installed playground equipment, adventure course structures and climbing walls.

**4. Additional Coverages**

The following are added to paragraph **4. Additional Coverages**:

**Electronic Data Processing Equipment and Media**

Electronic data processing equipment means data processing systems including equipment, component parts and related peripheral equipment including air conditioning and fire protection equipment used solely for data processing

operations. This does not include equipment held for sale or distribution or in the course of manufacture.

Electronic data processing media means tapes, drums, cells or other magnetic storage or recording devices including the information recorded on the media. It also includes the original source material used to enter data and/or program.

Electronic data processing equipment is valued on a replacement cost basis. Electronic data processing media is valued on the full cost of replacement or reproduction when media is actually replaced or reproduced; if not replaced or reproduced, the value is the same as the value of blank media.

The most we pay for loss to electronic data processing equipment and/or electronic data processing media in any one occurrence is \$25,000.

**Arson Reward**

We will reimburse you for a reward to persons providing information that leads to an arson conviction in connection with a fire loss to covered property.

The most we will pay under this Additional Coverage is \$2,500 per occurrence. No deductible applies to this Additional Coverage.

**Crime Reward**

We will reimburse you for a reward to persons other than you or your officers, partners or directors, for information leading to the arrest and conviction of any person(s) committing or attempting to commit robbery or burglary of a Covered Property.

The most we will pay under this Additional Coverage is \$2,500 per occurrence. No Deductible applies to this Additional Coverage.

## 5. Coverage Extensions

The following is added to paragraph 5. **Coverage Extensions**:

### Accounts Receivable

The most we will pay under this Coverage Extension is \$25,000.

(1) You may extend the insurance that applies to **Your Business Personal Property** to apply to your records of accounts receivable:

(a) At a described premises or in or on a vehicle in transit between described premises; or

(b) If the records must be removed from a described premises to protect them from the threat of a Covered Cause of Loss.

We will pay for loss or damage while they are:

(i) At a safe place away from your described premises; or

(ii) Being taken to and returned from that place.

(2) The amount of your accounts receivable loss includes:

(a) All amounts due from your customers that you are unable to collect;

(b) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;

(c) Collection expenses in excess of your normal collection expenses that are made necessary by the loss or damage;

(d) Other reasonable expenses that you incur to re-establish your records of accounts receivable

that result from direct physical loss or damage by any Covered Causes of Loss to your records of accounts receivable, including credit or charge card slips.

(3) Accounts receivable loss payment will be determined as follows:

(a) If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss or damage, the following method will be used:

(i) Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss occurs; and

(ii) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss occurred or for any demonstrated variance from the average for that month.

(b) The following will be deducted from the total amount of accounts receivable, however that amount is established:

(i) The amount of the accounts for which there is no loss; and

(ii) The amount of the accounts that you are able to re-establish or collect; and

(iii) An amount to allow for probable bad debts that you are normally unable to collect.

(iv) All unearned interest and service charges.

(c) You will pay us the amount of all recoveries you receive for a loss paid by us. But any recoveries in excess of the amount we have paid belong to you.

### (4) Exclusions

(a) We will not pay for loss or damage caused by or resulting from any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss:

(i) Alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of money, securities or other property.

This exclusion applies only to the extent of the wrongful giving, taking or withholding.

(ii) Bookkeeping, accounting or billing errors or omissions.

(b) We will not pay for loss that requires any audit of records or any inventory computation to prove its factual existence.

### **Extra Expense**

The most we will pay under this Coverage Extension is \$25,000.

We will pay the actual and necessary Extra Expense you sustain due to direct physical loss of or damage to property at the premises described in the Declarations, including personal property in the open (or in a vehicle) within 1,000 feet, caused by or resulting from any Covered Cause of Loss.

Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

#### **(1) Loss Determination**

The amount of Extra Expense will be determined based on:

(a) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:

(i) The salvage value that remains of any property bought for temporary use during the "period of restoration," once "operations" are resumed; and

(ii) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and

(b) All necessary expenses that reduce the Extra Expense otherwise incurred.

We will reduce the amount of your Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.

If you do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

#### **(2) Resumption of Operations**

We will reduce the amount of your Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.

### **Fire Protection Device Recharge**

The most we will pay under this Coverage Extension is \$5,000 to recharge or refill fire protective devices.

You may extend the insurance provided by this Coverage Extension to apply to your fire protective devices that are permanently installed in buildings at the described premises.

This Coverage Extension only applies when such devices have been discharged while being used to combat a covered fire.

### **Loss Data Preparation Costs**

We will pay up to \$25,000 for reasonable costs you incur in preparing loss data required by policy conditions after a covered property loss. This includes the cost of taking inventory, making appraisals and preparing other data to determine the extent of your loss. This coverage extension does not apply to costs you incur as a result of the use of attorneys or public adjusters.

### **Property in Custody of Salespersons**

You may extend the insurance provided by this Coverage Form to apply to covered property in the care, custody or control of your salespersons, but not more than \$1,000 per occurrence.

### **Demolition Cost Coverage**

The most we will pay under this Coverage Extension is \$25,000. If a Covered Cause of Loss occurs to covered Building property, we will pay the cost to demolish and clear the site of undamaged parts of the property caused by enforcement of building, zoning or land use ordinance or law.

We will not pay more than the lesser of the following: the amount you actually spend to demolish and clear the site of the described premises; or \$25,000.

### **Increased Cost to Repair, Rebuild or Construct**

The most we will pay under this Coverage Extension is \$50,000. If a Covered Cause of Loss occurs to covered building property we will pay for the increased cost to repair, rebuild or construct the property caused by enforcement of building, zoning or land use ordinance or law; and is in force at the time of loss. If the property is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by zoning or land use ordinance or law. However, we will not pay for the increased cost of construction if the building is not repaired or replaced.

We will not pay increased costs to repair, rebuild or construct property until the property is actually repaired or replaced, at the same or another premises and unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years.

If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay is the lesser of the increased cost of construction at the same premises, or \$50,000.

If the ordinance or law requires relocation to another premises, the most we will pay is the lesser of: the increased cost of construction at the new premises; or \$50,000.

### **Loss to Undamaged Buildings**

The most we will pay under this Coverage Extension is \$100,000. If a Covered Cause of Loss occurs to covered building property, we will pay for the loss to the undamaged portion of the building caused by enforcement of any ordinance or law that requires

demolition of parts of the same property not damaged by a Covered Cause of Loss; or regulates the construction or repair of building, or establishes zoning or land use requirements at the described premises; and is in force at the time of loss.

If replacement cost coverage applies and the property is repaired or replaced, on the same or another premises, we will not pay more for loss or damage to covered property, including loss caused by enforcement of an ordinance or law, than the lesser of: the amount you actually spend to repair, replace or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or \$100,000.

If the replacement cost coverage option applies and the property is not repaired or replaced or if the replacement cost coverage does not apply, we will not pay more for loss or damage to covered property, including loss caused by enforcement of an ordinance or law than the lesser of: the actual cash value of the building at the time of loss; or \$100,000.

Under Coverage Extensions **k.**, **l.**, or **m.**, we will not pay for the costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants."

### **E. Loss Conditions** section is amended to include:

The following is added to subparagraph **a. Description Of Terms** of paragraph **6. Vacancy**:

A building is not considered vacant if business personal property has been removed to another building on the same premises or if the removal pertains to the seasonal operation of the premises.

### **G. Optional Coverage** section is amended to include:

The addition of the following to paragraph **3. Replacement Cost**:

The cost of repair or replacement includes Architect fees when Architect services are required by law, code or otherwise necessary to reconstruct the damaged property following a loss.

## POLICY CHANGES

The **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is amended as follows:

### A. Coverage

Subsection **2. Property Not Covered** is amended to add the following:

Personal property while airborne;

Owned watercraft over 21 feet in length; or

Subparagraph **q.(2)** is amended to delete the phrase "signs (other than signs attached to buildings)"

Subsection **4. Additional Coverages** is amended as follows:

Paragraph **b. Preservation of Property** is amended to delete subparagraph **(2)** in its entirety.

Paragraph **c. Fire Department Service Charge** is amended to delete the amount of \$1,000 and replace it with \$25,000.

Paragraph **d. Pollutant Clean Up and Removal** is amended to delete the amount of \$10,000 and replace it with \$25,000.

Paragraph **e. Increased Cost Of Construction** is deleted in its entirety.

### 5. Coverage Extensions is amended as follows:

Paragraph **a. Newly Acquired or Constructed Property** is deleted in its entirety and is replaced by the following:

#### a. Newly Acquired or Constructed Property

**(1)** You may extend the insurance that applies to Building to apply to:

**(a)** Your new buildings while being built on the described premises; and

**(b)** Buildings you acquire at locations, other than the described premises, intended for:

**(I)** Similar use as the building described in the Declarations; or

**(II)** Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$1,000,000 at each building.

**(2)** You may extend the insurance that applies to Your Business Personal Property to apply to that property at any location you acquire other than at fairs, trade shows or exhibitions.

The most we will pay for loss or damage under this Extension is \$500,000 at each building.

**(3)** Insurance under this Extension for each newly acquired or constructed property will end when any of the following first occurs:

**(a)** This policy expires.

**(b)** 90 days expire after you acquire or begin to construct the property; or

**(c)** You report values to us.

We will charge you additional premium for values reported from the date construction begins or you acquire the property.

Paragraph **c. Valuable Papers And Records (Other Than Electronic Data)** is amended as follows:

The most we will pay under this Extension is \$25,000 at each described premises.

Paragraph **d. Property Off-Premises** is deleted in its entirety and is replaced by the following:

#### d. Property Off-Premises

You may extend the insurance provided by this Coverage Form to apply to your Covered Property that is temporarily at a location you do not own, lease or operate. This Extension applies only if loss or damage is caused by a Covered Cause of Loss. This Extension does not apply to Covered Property:

**(1)** In or on a vehicle; or

**(2)** In the care, custody and control of your salespersons.

**(3)** At any fair, trade show or exhibition.

The most we will pay for loss or damage under this extension is \$25,000 and the restrictions in item (2) and (3) do not apply.

Paragraph **e. Outdoor Property** is deleted in its entirety and is replaced by the following:

**e. Outdoor Property**

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas, trees, shrubs, plants, lawns, and outdoor signs located off premises or not attached to any building, including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension including debris removal expense, is \$1,000 for any one tree, shrub, or plant.

For all outdoor property, the most we will pay for loss or damage under this Extension is \$25,000 per occurrence.

**C. Limits Of Insurance** section is deleted in its entirety and replaced by:

**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.

The most we will pay for loss or damage to outdoor signs is \$5,000 per sign in any one occurrence.

The Limits applicable to the Coverage Extensions and the Fire Department Service Charge Additional Coverage are in addition to the Limits of Insurance.

Payments under the following Additional Coverages will not increase the applicable Limit of Insurance:

1. **Preservation of Property**; or

2. **Debris Removal**; but if:

- a. The sum of direct physical loss or damage and debris removal expense exceeds the Limit of Insurance; or
- b. The debris removal expense exceeds the amount payable under the 25% limitation in the Debris Removal Additional Coverage;

we will pay up to an additional \$25,000 for each location in any one occurrence under the Debris Removal Additional Coverage.

**E. Loss Conditions**

Paragraph **a.** of subsection **4. Loss Payment** is replaced by:

- a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:
  - (1) pay the value of loss or damaged property;
  - (2) pay the cost of repairing or replacing the lost or damaged property, subject to **b.** below;
  - (3) take all or any part of the property at an agreed or appraised value; or
  - (4) repair, rebuild or replace with other property of the like kind and quality, subject to **b.** below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.

We will not pay for costs you incur as a result of the use of attorneys or public adjusters.

**H. Definitions** are deleted in **their** entirety and are replaced by the following:

- 1. "Pollutants" means 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.

2. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.
3. "Operations" means the type of your business activities occurring at the described premises.
4. "Period of Restoration" means the period of time that:
  - a. Begins with the date of direct physical loss or damage caused by or resulting from any covered Cause of Loss at the described premises; and
  - b. Ends on the date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality.

"Period of restoration" does not include any increased period required due to the enforcement of any law that regulates the construction, use or repair, or requires the tearing down of any property.

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

5. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

The **CAUSES OF LOSS—SPECIAL FORM** is amended as follows:

## B. Exclusions

Subparagraph **e. Utility Services** of paragraph 1. is deleted in its entirety and is replaced with the following:

### e. Utility Services

The failure of power or other utility service supplied to the described premises, however caused, if the failure occurs away from the described premises except as provided by the Off-Premises Power Failure described below.

Item (3) of subparagraph **g. Water** is deleted in its entirety.

## C. Limitations

Item **a.** of paragraph 2. is deleted in its entirety.

## F. Additional Coverage Extensions

Subsection 1. **Property in transit** is deleted in its entirety and is replaced by the following:

1. **Property in transit.** This extension applies only to your personal property to which this form applies.
  - a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 1,000 feet from the described premises. Property must be between points in the coverage territory and
    - (1) in the custody of a "carrier" or bailee for hire; or
    - (2) on vehicles you own, lease, or operate.
  - b. Loss or damage must be caused by or result from one of the following causes of loss:
    - (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
    - (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the road bed.
    - (3) Theft on an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
  - c. The most we will pay for loss or damage under this Extension is \$50,000 subject to a maximum limit of \$2,500 per person.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

The following are added to section **F. Additional Coverage Extensions**:

### Water Back-Up Of Sewers And Drains.

We will pay for the loss or damage caused by or resulting from water that backs up from a sewer or drain. We will pay not more than \$50,000 in any one occurrence.

### Off-Premises Power Failure

a. The insurance provided by the **Building and Personal Property Coverage Form and the Business Income Coverage Form** attached to this policy is extended to include loss or damage that you incur due to the interruption of water supply, communication supply or power supply services to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to the following property, not on the described premises.

(1) **Water Supply Service** means the following types of property supplying water to the described premises:

- (a) Pumping stations; and
- (b) Water mains.

(2) **Communication Supply Service** means property supplying communication services, including telephone, radio, microwave or television services, to the described premises, such as:

- (a) Communication transmission lines; and
- (b) Coaxial cables, and
- (c) Microwave radio relays except satellites.

Communication Supply Service does not include overhead communication lines.

(3) **Power Supply Service** means the following types of property supplying electricity, steam or gas to the described premises:

- (a) Utility generating plants; and
- (b) Switching stations; and
- (c) Substations; and
- (d) Transformers; and

(e) Transmission Lines.

Power Supply Service does not include overhead transmission lines.

b. We will only pay for loss you sustain after the first 12 hours following the direct physical loss or damage to the off-premises property to which the endorsement applies.

The most we will pay under this extension is \$25,000.

### Emergency Vacating Expenses

The insurance provided by this coverage form is extended to apply to the reasonable expenses that you incur in the "emergency" vacating of the premises of your facility. By "emergency" we mean imminent danger arising from an external event or a condition in the facility which would cause loss of life or harm to an individual.

We will not pay any expenses under this Extension arising out of:

- (a) A strike, bomb threat or false fire alarm, unless vacating is ordered by civil authority;
- (b) A planned vacating drill;
- (c) The vacating of one or more individuals that is due and confined to their individual medical condition;
- (d) Any form of the following to the extent these causes of loss are excluded in Section **B.** of this Coverage Form:
  - (i) Governmental Action;
  - (ii) Nuclear Hazard; and
  - (iii) War and Military Action.

No other exclusions in your policy apply to this extension.

The most we will pay for Emergency Vacating Expenses in any one occurrence under this Extension is \$15,000.

We will not pay for Emergency Vacating Expenses in any one occurrence until this amount of Emergency Vacating Expenses exceeds \$250. We will then pay the amount of Emergency Vacating Expenses in excess of \$250 up to the Limit of Insurance for this Extension. No other deductible applies to this Extension.

**F. Definitions**

The following definition is added:

“Carrier” means a person or organization who provides motor, rail or transportation for compensation.

**POLICY CHANGES**

The **BUSINESS INCOME COVERAGE FORM** is amended as follows:

**A. Coverage**

Item **(2)(b)** “**Rental Value**” of paragraph **d. Extended Business Income** of subsection **4. Additional Coverages** is deleted in its entirety and is replaced by the following:

**(b)** Ends on the earlier of:

- (1)** The date you could restore tenant occupancy, with reasonable speed, to the level which

would generate the “Rental Value” that would have existed if no direct physical loss or damage had occurred; or

- (2)** **Sixty (60)** consecutive days after the date determined in **(2)(a)** above.

However, Extended Business Income does not apply to loss of “Rental Value” incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of “Rental Value” must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## FALSE PRETENSE COVERAGE

This endorsement modifies insurance provided under the following:

### **BUILDING AND PERSONAL PROPERTY COVERAGE FORM CAUSES OF LOSS—SPECIAL FORM**

#### **COVERAGE**

We will pay for loss to “stock” under False Pretense Coverage caused by voluntarily parting with possession of Business Personal Property by:

- a) a forged or counterfeit instrument received in payment;
- b) a check or other instrument written on an account closed before the instrument is presented for payment;
- c) a credit application on which the name, social security number or signature of the applicant is false or forged. We will not pay for loss after the first periodic payment is made;
- d) any other criminal scheme, criminal trick or criminal device which induces you, at that time, to voluntarily part with possession of Business Personal Property consisting of stock.

- a) Voluntary parting with any property by you or anyone else to whom you have entrusted property if induced to do so:

- 1) due solely to an insufficient fund check;
- 2) due to incorrect information on a credit application except as covered in the **Coverage** section of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**.

- b) As the result of your obligation under a contract or agreement in which you agree to be liable in the event of default by the purchaser.
- c) Under subparagraph d) of the **Coverage** section of this False Pretense Coverage endorsement, due to nonpayment, for any reason, of any credit you extend.
- d) Bankruptcy, other insolvency proceedings or failure to honor postdated checks.

#### **LIMIT OF INSURANCE**

The most we will pay for loss or damage arising out of all claims during the policy period is \$50,000.

**SECTION B., Exclusions, Paragraph 2.i.,** of the **CAUSES OF LOSS—SPECIAL FORM** is deleted for the purposes of the endorsement only and the following exclusions are added:

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

The following is added to Section **D. Deductible** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**:

For False Pretense Coverage, we will deduct the actual value of any money, property or the recovery received or delivered to you in full or partial payment for the loss in addition to deductible.

The following is added to Section **E. Loss Conditions** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**:

In addition to reporting the loss to law enforcement authorities, you or someone on your behalf, must take all reasonable steps to cause a warrant to be

issued as soon as is practicable, for the arrest of anyone causing a loss within the False Pretense Coverage. Failure to cause such warrant to be issued as required by this condition shall not invalidate any claim made by you, if it is shown that reasonable efforts were made.

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AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CAUSES OF LOSS—BASIC FORM AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

### CAUSES OF LOSS—BASIC FORM

Section **B. Exclusions, 3. Special Exclusions, a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Or Extra Expense Coverage Form**, Subsection **(4)(b)** is deleted in its entirety and is replaced by the following:

We will not pay for:

**(4)** Any increase of loss caused by or resulting from:

**(b)** Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension of operations," we will cover such loss that affect your Business Income during the "period of restoration."

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CAUSES OF LOSS—BROAD FORM AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

### CAUSES OF LOSS—BROAD FORM

Section **B. Exclusions, 3. Special Exclusions, a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Or Extra Expense Coverage Form**, Subsection **(4)(b)** is deleted in its entirety and is replaced by the following:

We will not pay for:

- (4)** Any increase of loss caused by or resulting from:
  - (b)** Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension of operations," we will cover such loss that affect your Business Income during the "period of restoration."

Section **C. Additional Coverage—Collapse**, Subsection **2.a.** is deleted in its entirety and is replaced by the following:

- 2.** We will pay for direct physical loss or damage to Covered Property, caused by collapse of a building or any part of a building this is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if the collapse is caused by one or more of the following:
  - a.** Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or 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, meaning accidental discharge of water or steam as the direct result of the breaking apart or cracking of a system or appliance containing water or steam; all only as insured against in the Coverage Part.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

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ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CAUSES OF LOSS—SPECIAL FORM AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

### CAUSES OF LOSS—SPECIAL FORM

Section **B. Exclusions, 4. Special Exclusions, a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Or Extra Expense Coverage Form**, Subsection **(4)(b)** is deleted in its entirety and is replaced by the following:

We will not pay for:

- (4)** Any increase of loss caused by or resulting from:
  - (b)** Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused

by the “suspension of operations,” we will cover such loss that affect your Business Income during the “period of restoration.”

Section **G. Definitions**, Item **c.** is deleted in its entirety and is replaced by the following:

- c.** Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance (other than a sump system including its related equipment and parts) containing water or steam.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EQUIPMENT BREAKDOWN COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUILDING AND PERSONAL PROPERTY COVERAGE FORM CAUSES OF LOSS—SPECIAL FORM

If no limit is shown in the Schedule below, then the limits in the endorsement apply.

#### SCHEDULE

COVERAGE	LIMIT	
Expediting Expenses	<input type="checkbox"/> \$50,000	<input type="checkbox"/> \$100,000
Hazardous Substances	<input type="checkbox"/> \$50,000	<input type="checkbox"/> \$100,000
Perishable Goods	<input type="checkbox"/> \$50,000	<input type="checkbox"/> \$100,000
Computer Equipment	<input type="checkbox"/> \$50,000	<input type="checkbox"/> \$100,000
Data Restoration	<input type="checkbox"/> \$50,000	<input type="checkbox"/> \$100,000
CFC Refrigerants	<input type="checkbox"/> \$50,000	<input type="checkbox"/> \$100,000

A. The following are applicable to the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM**.

Section **A. Coverage**, paragraph **4. Additional Coverage** of the **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is amended to add the following

#### Equipment Breakdown

(1) We will pay for loss caused by or resulting from an "Accident" to "covered equipment."

As used in this Additional Coverage, an "Accident" means direct physical loss as follows:

- (a) mechanical breakdown, including rupture or bursting caused by centrifugal force;
- (b) artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires;
- (c) explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
- (d) loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
- (e) loss or damage to hot water boilers or other water heating equipment caused by or resulting

from any condition or event inside such boilers or equipment.

If an initial "Accident" causes other "Accidents," all will be considered one "Accident."

All "Accidents" that are the result of the same event will be considered one "Accident."

"Covered equipment" means Covered Property built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilization of energy.

(2) The following coverages also apply to loss caused by or resulting from an "Accident" to "covered equipment." These coverages do not provide additional amounts of insurance.

(a) Expediting Expenses

With respect to your damaged Covered Property, we will pay, up to \$25,000 unless otherwise shown in the Schedule, the reasonable extra cost to:

- (i) make temporary repairs; and
- (ii) expedite permanent repairs or permanent replacement.

(b) Hazardous Substances

We will pay for the additional cost to repair or

replace Covered Property because of contamination by a "hazardous substance." This includes the additional expenses to clean up or dispose of such property.

"Hazardous substance" means any substance other than ammonia that has been declared to be hazardous to health by a governmental agency.

Additional costs mean those beyond what would have been required had no "hazardous substance" been involved.

The most we will pay for loss or damage under this coverage, including actual loss of Business Income you sustain, necessary Extra Expense you incur and loss under Perishable Goods coverage, is \$25,000 unless otherwise shown in the Schedule.

(c) Perishable Goods

- (i) We will pay for your loss of "perishable goods" due to spoilage.
- (ii) We will also pay for your loss of "perishable goods" due to contamination from the release of refrigerant, including but not limited to ammonia.
- (iii) We will also pay any necessary expenses you incur to reduce the amount of loss under this coverage. We will pay for such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.
- (iv) If you are unable to replace the "perishable goods" before its anticipated sale, the amount of our payment will be determined on the basis of the sales price of the "perishable goods" at the time of the "Accident," less discounts and expenses you otherwise would have had. Otherwise our payment will be determined in accordance with the Valuation condition.
- (v) Additional Definition. For the purpose of this coverage, "perishable goods" means personal property maintained under controlled conditions for its preservation, and susceptible to loss or damage if the controlled conditions change.

The most we will pay for loss or damage under this coverage is \$25,000 unless otherwise shown in the Schedule.

(d) Computer Equipment

We will pay for loss or damage caused by or resulting from an "Accident" to "computer equipment."

"Computer equipment" means Covered Property that is electronic computer or other data processing equipment, including "media" and peripherals used in conjunction with such equipment.

"Media" means all forms of electronic, magnetic and optical tapes and discs for use in any electronic computer or electronic data processing equipment.

The most we will pay for loss or damage under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur is \$25,000 unless otherwise shown in the Schedule.

Computers used primarily to control or operate "covered equipment" are not subject to this limit.

(e) Data Restoration

We will pay for your cost to research, replace, and restore data, including programs and operating systems, that is lost or corrupted due to an "accident."

The most we will pay for loss or damage under this coverage, is \$25,000 unless otherwise shown in the Schedule.

(f) CFC Refrigerants

We will pay for the additional cost to repair or replace Covered Property because of the use or presence of a refrigerant containing CFC (chlorofluorocarbon) substances. This means the additional expense to do the least expensive of the following:

- (i) Repair the damaged property and replace any lost CFC refrigerant;
- (ii) Repair the damaged property, retrofit the system to accept a non-CFC refrigerant and charge the system with a non-CFC refrigerant; or
- (iii) Replace the system with one using a non-CFC refrigerant.

Additional costs mean those beyond what would have been required had no CFC refrigerant been involved.

The most we will pay for loss or damage under this coverage, including actual loss of Business Income you sustain, necessary Extra Expense you incur and loss under Perishable Goods coverage, is \$25,000 unless otherwise shown in the Schedule.

(g) Service Interruption

The insurance provided for Business Income, Extra Expense and Perishable Goods is extended to apply to loss caused by or resulting from an

"Accident" to equipment that is owned by a utility, landlord, or other supplier with whom you have a contract to provide you with any of the following services: electrical power, communications, waste disposal, air conditioning, refrigeration, heating, gas, air, water or steam.

(h) Excavation Costs Limitation

In the event of loss or damage caused by or resulting from an "Accident" to "covered equipment" which results in loss or damage to piping which forms a part of an ice freezing system for ice rinks, the most we will pay for excavation costs of such piping and freezing system during the repair or replacement, including actual loss of Business Income sustained, during the excavation, is \$5,000.

(3) Conditions

(a) Suspension

When any "covered equipment" is found to be in, or exposed to a dangerous condition, any of our representatives may immediately suspend the insurance against loss from an "Accident" to that "covered equipment." We can do this by mailing or delivering a written notice of suspension to your address as shown in the Declarations, or at the address where the equipment is located. Once suspended in this way, your insurance can be reinstated only by written notice from us. If we suspend your insurance, you will get a pro rata refund of premium. But the suspension will be effective even if we have not yet made or offered a refund.

(b) Jurisdictional Inspections

If any property that is "covered equipment" under this endorsement requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf.

(c) Environmental Safety and Efficiency Improvements

If "covered equipment" requires replacement due to an "accident," we will pay your additional cost to replace with equipment that is better for the environment, safer or more efficient than the equipment being replaced.

However, we will not pay more than 125% of what the cost would have been to repair or replace with like kind and quality. This condition does not increase any of the applicable limits. This condition does not apply to any property to which Actual Cash Value applies.

**B. The following are applicable to the CAUSES OF LOSS—SPECIAL FORM.**

With respect to this endorsement, the following are added to sections **B. Exclusions** and **C. Limitations** where indicated.

- (a) All exclusions and limitations apply except:
  - (i) Exclusions **B.2.a.** (electrical current), **B.2.d.(6)** (mechanical breakdown) and **B.2.e.** (explosion); and
  - (ii) Limitations **C.1.a.** and **C.1.b.**
- (b) The exclusions are modified as follows:
  - (i) The following is added to Exclusion **B.1.g.(1)**:

However, if electrical “covered equipment” requires drying out because of the above, we will pay for the direct expenses of such drying out subject to the applicable Limit of Insurance and deductible for Building or Business Personal Property, whichever applies.
  - (ii) As respects this endorsement only, the last paragraph of Exclusion **B.2.d.** is deleted and replaced with the following:

But if an excluded cause of loss that is listed in **2.d.(1)** through **(7)** results in an “Accident,” we will pay for the loss or damage caused by that “Accident.”
- (c) None of the following is “covered equipment”:
  - (i) Structure, foundation, cabinet, compartment or air supported structure or building;
  - (ii) Insulating or refractory material;
  - (iii) Sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system;
  - (iv) Water piping other than boiler feed water piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
  - (v) Vehicle, aircraft, floating vessel or any equipment mounted on such vehicle, aircraft or floating vessel. However, any property that is stationary, permanently installed at a covered location and that receives electrical power from an external power supplier will not be considered a vehicle, aircraft or floating vessel;
  - (vi) Dragline, excavation or construction equipment; or
  - (vii) Equipment manufactured by you for sale.
- (d) We will not pay under this endorsement for loss or damage caused by or resulting from:
  - (i) Your failure to use all reasonable means to protect the “perishable goods” from damage following an “Accident”;
  - (ii) Any defect, virus, loss of data or other situation within “media.” But if loss or damage from an “Accident” results, we will pay for that resulting loss or damage; or
  - (iii) Any of the following tests:
    - A hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel; or
    - An insulation breakdown test of any type of electrical equipment.
- (e) With respect to Service Interruption coverage and Perishable Goods coverage, we will also not pay for loss or damage caused by or resulting from: fire; lightning; windstorm or hail; explosion (except for steam or centrifugal explosion); smoke; aircraft or vehicles; riot or civil commotion; vandalism; sprinkler leakage; falling objects; weight of snow, ice or sleet; freezing or collapse.
- (f) With respect to Service Interruption coverage and Business Income and Extra Expense coverages, we will also not pay for delay in resuming operations due to the need to reconstruct or reinput data or programs on “media.”
- (g) We will not pay for loss or damage caused by, resulting from, contributed to, or aggravated by an “Accident” to “covered property” that results in loss or damage to any property that is living or growing or both. Such property includes, but is not limited to, animals, birds, insects, fish, reptiles, microorganisms, plants, trees, shrubs, crops, grass, vegetation, fungi, chemical or mineral compounds, and all other similar property which is either living or growing or both.

The most we will pay for loss or damage under this endorsement is the applicable Limit of Insurance shown in the Declarations. Coverage provided under this endorsement does not provide an additional amount of insurance.

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AUTHORIZED REPRESENTATIVE / DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **INLAND MARINE CLARIFYING FORM USE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **INLAND MARINE COVERAGE PART**

When the Common Policy Conditions, AAIS CL 01 01, is attached to this coverage part, the Common Policy Conditions, IL 00 17, is not applicable.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

# COMMON POLICY – DECLARATIONS

## NATIONAL CASUALTY COMPANY

Home Office: Madison, Wisconsin 53703-2783  
Adm. Office: 8877 North Gainey Center Drive Scottsdale, AZ 85258  
1800-423-7675  
A Stock Company

Policy No.  
Previous Policy No.

**NAMED INSURED AND MAILING ADDRESS:**

**PRODUCER'S NAME AND ADDRESS:**

**K&K Insurance  
1712 Magnavox Way  
P.O. Box 2338  
Fort Wayne, IN 46801**

**POLICY PERIOD:** From \_\_\_\_\_ to \_\_\_\_\_  
at 12:01 a.m. Standard Time at your mailing address shown above.

### BUSINESS DESCRIPTION:

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts and separate policies for which a premium is indicated. This premium may be subject to adjustment.

	PREMIUM
Commercial Property Coverage Part.....	_____
Commercial General Liability Coverage Part.....	_____
Commercial Inland Marine Coverage Part.....	_____
Commercial Crime Coverage Part.....	_____
Commercial Auto Coverage Part .....	_____
Umbrella Policy .....	_____
Employee Benefits Coverage Part	_____
Liquor Liability Coverage Part	_____
Stop Gap Liability Coverage Part	_____
_____	_____
_____	_____
Minimum Premium	_____
TOTAL PREMIUM	_____

**FORMS APPLICABLE TO ALL COVERAGE PARTS:**

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAR AND TERRORISM EXCLUSION ENDORSEMENT

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY WITHIN THIS INSURANCE OR ANY ENDORSEMENT THERETO, IT IS AGREED THAT THIS INSURANCE DOES NOT APPLY TO ANY LIABILITY, LOSS, DAMAGE, COST OR EXPENSE OF WHATSOEVER NATURE, DIRECTLY OR INDIRECTLY, REGARDLESS OF ANY OTHER CAUSE OR EVENT CONTRIBUTING CONCURRENTLY OR IN ANY OTHER SEQUENCE AND CAUSED BY OR RESULTING FROM OR IN CONNECTION WITH:

**A. WAR AND MILITARY ACTION:**

ANY WAR, INVASION, ACTS OF FOREIGN OR DOMESTIC ENEMIES, HOSTILITIES, (WHETHER WAR BE DECLARED OR NOT), CIVIL WAR, REBELLION, REVOLUTION, INSURRECTION, MILITARY OR USURPED POWER OR CONFISCATION OR NATIONALIZATION OR REQUISITION OR DESTRUCTION OF OR DAMAGE TO PROPERTY, INCLUDING LOSS OF ACCESS, BY OR UNDER THE ORDER OF ANY GOVERNMENT OR PUBLIC OR LOCAL AUTHORITY.

**B. TERRORISM:**

ANY TERRORIST ACT, INCLUDING BUT NOT LIMITED TO AN ACT OF TERRORISM, OR PREPARATION IN RESPECT OF ACTION, OR THREAT OF ACTION, DESIGNED TO INFLUENCE THE GOVERNMENT DE JURE OR DE FACTO OF ANY NATION OR ANY POLITICAL DIVISION THEREOF, OR IN PURSUIT OF POLITICAL, RELIGIOUS, IDEOLOGICAL, OR SIMILAR PURPOSES TO INTIMIDATE THE PUBLIC OR A SECTION OF THE PUBLIC OF ANY NATION BY ANY PERSON OR GROUP(S) OF PERSONS WHETHER ACTING ALONE OR ON BEHALF OF OR IN CONNECTION WITH ANY ORGANIZATION(S) OR GOVERNMENT(S) DE JURE OR DE FACTO, AND WHICH (i) INVOLVES VIOLENCE AGAINST ONE OR MORE PERSONS; OR (ii) INVOLVES DAMAGE TO PROPERTY; OR (iii) ENDANGERS LIFE OTHER THAN THAT OF THE PERSON COMMITTING THE ACTION; OR (iv) CREATES A RISK TO HEALTH OR SAFETY OF THE PUBLIC OR A SECTION OF THE PUBLIC.

**C. BIOLOGICAL OR CHEMICAL INCIDENT:**

ANY INCIDENT INVOLVING THE THREAT OR ACTUAL USE, RELEASE OR ESCAPE OF PATHOGENIC OR POISONOUS BIOLOGICAL OR CHEMICAL MATERIALS OR OF NUCLEAR MATERIALS, OR TO ANY INCIDENT THAT DIRECTLY OR INDIRECTLY RESULTS IN NUCLEAR REACTION OR RADIATION OR RADIOACTIVE CONTAMINATION. THIS PROVISION SUPERCEDES ANY OTHER EXCLUSION RELATING TO NUCLEAR REACTION, NUCLEAR RADIATION OR RADIOACTIVE CONTAMINATION.

THE COMPANY SHALL NOT HAVE A DUTY OF ANY KIND INCLUDING THE DUTY TO DEFEND ANY CLAIM OR SUIT SEEKING TO IMPOSE SUCH LOSS, COSTS, EXPENSES, LIABILITY FOR DAMAGES, OR ANY OTHER RELIEF.

THIS EXCLUSION APPLIES TO ALL COVERAGES UNDER THIS POLICY.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

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AUTHORIZED REPRESENTATIVE

DATE

# National Casualty Company

**ENDORSEMENT  
NO.** \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **FLOOD COVERAGE DEDUCTIBLE**

For coverages provided under the **FLOOD COVERGE ENDORSEMENT**, the following provision applies:

In the event that the Insured maintains underlying insurance through the National Flood Insurance Program, it is agreed that this policy shall be excess over the extent of recovery under such National Flood Insurance Policy(s). Should the amount of loss payable under such National Flood Insurance Policy(s) exceed the applicable flood deductible under this policy, then no deductible shall apply hereunder. However, if the amount to be paid under such National Flood Insurance Policy(s) is less than the applicable flood deductible under this policy, then the amount to be deducted hereunder shall not exceed the difference between the amount to be paid under the Insured's National Flood Insurance Policy(s) and the applicable flood deductible under this policy. Insurance maintained through the National Flood Insurance Program shall be considered primary Underlying Insurance

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

# National Casualty Company

## SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No. \_\_\_\_\_ Effective Date \_\_\_\_\_

12:01 A.M. Standard Time

Named Insured \_\_\_\_\_ Agent No. \_\_\_\_\_

# National Casualty Company

**ENDORSEMENT  
NO.** \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE (STANDARD TIME)					INSURED	AGENCY AND CODE
	MO.	DAY	YR.	12:01 NOON			
				A.M.			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDATORY ENDORSEMENT—CANCELLATION

The provisions of the policy pertaining to cancellation are amended to read:

This policy may be cancelled by you by surrendering the policy to us or any of our authorized agents or by mailing to us written notice stating when the cancellation will be effective. This policy may be cancelled by us by mailing to you at the address shown in this policy stating when, not less than \_\_\_\_\_ days, such cancellation will be effective. The mailing of notice shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice will become the end of the policy period. Delivery of written notice either by you or us will be equivalent to mailing.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

# National Casualty Company

**ENDORSEMENT  
NO.** \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **MINIMUM EARNED CANCELLATION PREMIUM**

The following provision is added to the Cancellation Condition:

If You request cancellation of this policy, We will retain not less than \_\_\_\_\_ % of the original premium.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

# National Casualty Company

**ENDORSEMENT  
NO.** \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

# National Casualty Company

## SCHEDULE OF NAMED INSUREDS

Policy No. \_\_\_\_\_ Effective Date \_\_\_\_\_

12:01 A.M. Standard Time

Named Insured \_\_\_\_\_ Agent No. \_\_\_\_\_

--

# National Casualty Company

Home Office:

Madison, Wisconsin

Administrative Office:

8877 North Gainey Center Drive • Scottsdale, Arizona 85258

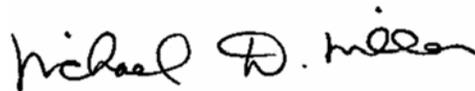
1-800-423-7675

A STOCK COMPANY

In Witness Whereof, the Company has caused this policy to be executed and attested.



Secretary



President

The information contained herein replaces any similar information contained elsewhere in the policy.

# National Casualty Company

## COMMERCIAL INLAND MARINE COVERAGE PART SUPPLEMENTAL DECLARATIONS

Policy No. \_\_\_\_\_ Effective Date \_\_\_\_\_

12:01 A.M. Standard Time

Named Insured \_\_\_\_\_ Agent No. \_\_\_\_\_

**Item 1. Business Description:**

**Item 2. Coverages and Premiums**

**COVERAGE PART**

**PREMIUM**

**TOTAL INLAND MARINE PREMIUM \$**

**Item 3. Forms and Endorsements**

Form(s) and Endorsement(s) made a part of this policy at time of issue:

**See Schedule of Forms and Endorsements**

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

# National Casualty Company

**ENDORSEMENT  
NO.** \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **WORLDWIDE COVERAGE (Inland Marine)**

The territorial limits of this policy are extended to cover property wherever located.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

# National Casualty Company

ENDORSEMENT  
NO. \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DEDUCTIBLE CLAUSE

This endorsement modifies insurance provided under the following:

### BUILDING AND PERSONAL PROPERTY COVERAGE FORM BUILDERS' RISK COVERAGE FORM

We shall pay only when the "whole loss" exceeds \$\_\_\_\_\_ and then for only the amount of such excess. In the event there is any other insurance covering the property (or which would have covered the property except for the existence of this insurance) against the cause of loss (whether collectible or not), then we shall pay for only our proportion of the amount of such excess. Such proportion shall be determined in the same manner as our proportion of the "whole loss" would be determined.

The "whole loss" as used herein is defined as the amount which would be recoverable under this policy and any other insurance covering the property (or which would have covered the property except for the existence of this insurance), against the cause of loss (whether collectible or not), in any one occurrence, disregarding any deductible clause.

The deductible specified above shall apply separately to each (check one box below):

- Occurrence
- Location —except\*
- Item

\_\_\_\_\_

The provisions of this deductible clause shall supersede any other deductible provisions in the policy to which this deductible clause is attached. If this policy insures against loss by earthquake or volcanic eruption, the provisions of this deductible clause shall not apply to the amount of such loss payable under this policy.

\*NOTE: If this policy covers 2 or more locations or items, identify any location or time to which this deductible clause does not apply. The absence of an entry means no exceptions.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ANNUAL LOSS AGGREGATE

This endorsement modifies insurance provided under the following:

### BUILDING AND PRSONAL PROPERTY COVERAGE FORM BUILDERS' RISK COVERAGE FORM

If the aggregate of your proportion of "whole losses" reaches \$\_\_\_\_\_ during any one policy year commencing with the inception or an anniversary of this policy, but not extending beyond the expiration of this policy, as a result of application of any Deductible Clause, then we shall pay for each "whole loss" without application of the Deductible Clause Endorsement for the remainder of that policy year.

If there is any other insurance covering the property (or which would have covered the property except for the existence of this insurance) against the cause of loss (whether collectible or not), then we shall pay for only our proportion of the amount of such loss.

In arriving at the aggregate amount mentioned above, any "whole loss," which is less in amount than 10% of the Deductible Clause amount mentioned in Paragraph 1, shall be disregarded.

The following condition is added to the policy:

#### Loss Reporting Clause

It is a condition of this policy that:

Before the aggregate amount mentioned above is reached during any one policy year, you shall give prompt written notice to us at the time of occurrence of each "whole loss" which is equal to or in excess of 10% of the Deductible Clause amount mentioned in Paragraph 1; any loss which is not reported to us shall be disregarded in totaling the aggregate amount mentioned above; and

After such aggregate amount has been reached, you shall give prompt written notice to us of each "whole loss" which occurs during the remainder of that policy year in accordance with the provisions of the policy to which this deductible clause is attached.

With respect to this endorsement, "whole loss" as used herein is defined as the amount which would be recoverable under this policy and any other insurance covering the property (or which would have covered the property except for the existence of this insurance)., against the cause of loss (whether collectible or not), in any one occurrence, disregarding any deductible clause.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

# National Casualty Company

Home Office:  
 Madison, Wisconsin  
 Administrative Office:  
 8877 North Gainey Center Drive • Scottsdale, Arizona 85258  
 1-800-423-7675  
 A STOCK COMPANY

KR-AUTO-D-2  
 (04/07)

## BUSINESS AUTO COVERAGE FORM DECLARATIONS PAGE

<b>ITEM ONE</b>	<b>Policy No.</b>
Named Insured:	Policy Period to
Form Of Business:	
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Other	

### ITEM TWO                      SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." **"Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage Form next to the name of the coverage.**

Coverages	Covered Autos	LIMIT	Premium
LIABILITY			
PERSONAL INJURY PROTECTION (or equivalent No-fault Coverage)		Separately stated in each P.I.P. Endorsement <b>MINUS</b> Deductible	
ADDED PERSONAL INJURY PROTECTION (or Equivalent Added No-Fault Coverage)		Separately stated in each Added P.I.P. Endorsement.	
PROPERTY PROTECTION INSURANCE (Michigan only)		Separately stated in the P.P.I. Endorsement <b>MINUS</b> Deductible for each Accident.	
AUTO MEDICAL PAYMENTS			
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia Only)		Separately stated in each Medical Expense and Income Loss Benefits Endorsement.	
UNINSURED MOTORISTS			
UNDERINSURED MOTORISTS (When Not Included in Uninsured Motorists Coverage)			

Coverages	Covered Autos	LIMIT	Premium
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE		Actual Cash Value or Cost of Repair, whichever is less, <b>MINUS</b> Ded. for each Covered Auto, but no deductible applies to loss caused by fire or lightning. See ITEM FOUR for Hired or Borrowed Autos.	
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		Actual Cash Value or Cost of Repair, whichever is less, <b>MINUS</b> Ded. for each Covered Auto for loss caused by mischief or vandalism. See ITEM FOUR for Hired or Borrowed Autos.	
PHYSICAL DAMAGE COLLISION COVERAGE		Actual Cash Value or Cost of Repair, whichever is less, <b>MINUS</b> Ded. for each Covered Auto. See ITEM FOUR for Hired or Borrowed Autos.	
PHYSICAL DAMAGE TOWING AND LABOR		for each disablement of a Private Passenger Auto.	
		Premium for Endorsements	
		Terrorism Premium	
		* Estimated Total Premium	

**FORMS AND ENDORSEMENTS** applicable to this Coverage Part and made part of the policy at time of issue are listed below

\*Entry of one or more of the symbols from the **Covered Autos** Section of the **Business Auto Coverage Form** shows which autos are covered autos.

\*\*This policy may be subject to final audit.

**ITEM THREE****SCHEDULE OF COVERED AUTOS YOU OWN (Parts A, B, C & D)**

DESCRIPTION, TERRITORY, CLASSIFICATION, and COVERAGES ON AUTOS YOU OWN.  
Including additions, changes and deletions.

For Limits of Liability or deductibles applicable to each coverage ("COVERAGES") not shown on this Schedule, see ITEM TWO or attached endorsement(s).

**DATE OF THIS SCHEDULE:**

A Veh. No.	DESCRIPTION					Original Cost New	Garaging Location ST – Zip Territory
	Year Model	Trade Name	Body Type	Serial Number or VIN			

See Auto Schedule – Form

B Veh. No.	CLASSIFICATION						Date Vehicle Deleted	Date Added If Not at Inception	Loss Payee*
	Radius of Opr	Use	GVW, GCW Seating	Age Grp	Rating Factor Liab Phy Dam	Class Code			

See Auto Schedule – Form

C Veh. No.	MED EXPENSE / INCOME LOSS BENEFITS (Virginia Only)		COVERAGES				
	Limit Stated In Each Med Expense and Income Loss Endt. for Each Per- son	Premium	Liab Premium	Med Pay Premium	P. I. P. Premium	Added P. I. P.	P. P. I. Premium

See Auto Schedule – Form

D Veh. No.	COVERAGES (Continued)						
	Un – Under Ins. Motorist	Other Than Collision			Collision		Towing & Labor
		Descrip.	Deduct.	Limit	Premium	Deduct.	Premium

See Auto Schedule – Form

\* Except for Towing, all Physical Damage Loss is payable to you and the Loss Payee per attached endorsement as interests may appear at the time of the loss.

---

**ITEM THREE****SCHEDULE OF COVERED AUTOS YOU OWN (Part A of A, B, C & D)**

---

DESCRIPTION, TERRITORY, CLASSIFICATION, and COVERAGES ON AUTOS YOU OWN.  
Including additions, changes and deletions.

For Limits of Liability or deductibles applicable to each coverage ("COVERAGES") not shown on this Schedule, see ITEM TWO or attached endorsement(s).

**DATE OF THIS SCHEDULE:**

<b>A</b> Veh. No.	<b>DESCRIPTION</b>				Original Cost New	Garaging Location ST – Ter/Description
	Year Model	Trade Name	Body Type	Serial Number Or VIN		

**See Auto Schedule – Form**



---

**ITEM THREE****SCHEDULE OF COVERED AUTOS YOU OWN (Part B of A, B, C & D)**

---

DESCRIPTION, TERRITORY, CLASSIFICATION, and COVERAGES ON AUTOS YOU OWN.  
Including additions, changes and deletions.

For Limits of Liability or deductibles applicable to each coverage ("COVERAGES") not shown on this Schedule, see ITEM TWO or attached endorsement(s).

**DATE OF THIS SCHEDULE:**

<b>B</b> Veh. No.	<b>CLASSIFICATION</b>						Date Vehicle Deleted	Date Added If Not at Inception	Loss Payee*
	Radius of Opr	Use	GVW, GCW Seating	Age Grp	Rating Factor Liab Phy Dam	Class Code			

**See Auto Schedule – Form**

---

\* Except for Towing, all Physical Damage Loss is payable to you and the Loss Payee per attached endorsement as interests may appear at the time of the loss.

**ITEM THREE****SCHEDULE OF COVERED AUTOS YOU OWN (Part C of A, B, C & D)**

DESCRIPTION, TERRITORY, CLASSIFICATION, and COVERAGES ON AUTOS YOU OWN.  
Including additions, changes and deletions.

For Limits of Liability or deductibles applicable to each coverage ("COVERAGES") not shown on this Schedule, see ITEM TWO or attached endorsement(s).

**DATE OF THIS SCHEDULE:**

C Veh. No.	MED EXPENSE / INCOME LOSS BENEFITS (Virginia Only)		COVERAGES				
	Limit Stated In Each Med Expense and Income Loss Endt. for Each Person	Premium	Liab Premium	Med Pay Premium	P. I. P. Premium	Added P. I. P.	P. P. I. Premium

**See Auto Schedule – Form**



**ITEM THREE****SCHEDULE OF COVERED AUTOS YOU OWN (Part D of A, B, C & D)**

DESCRIPTION, TERRITORY, CLASSIFICATION, and COVERAGES ON AUTOS YOU OWN.  
Including additions, changes and deletions.

For Limits of Liability or deductibles applicable to each coverage ("COVERAGES") not shown on this Schedule, see ITEM TWO or attached endorsement(s).

**DATE OF THIS SCHEDULE:**

D Veh. No.	COVERAGES (Continued)							
	Un – Under Ins. Motorist	Other Than Collision				Collision		Towing & Labor
		Descrip.	Deduct.	Limit	Premium	Deduct.	Premium	

**See Auto Schedule – Form**



**ITEM FOUR****SCHEDULE OF HIRED OR BORROWED  
COVERED AUTO COVERAGE AND PREMIUMS****LIABILITY COVERAGE - RATING BASIS, COST OF HIRE**

State	Estimated Cost of Hire for Each State	Rate Per Each \$100 Cost of Hire	Factor (If Liab. Cov. is Primary)	Premium

**LIABILITY COVERAGE – RATING BASIS, NUMBER OF DAYS –  
(FOR MOBILE OR FARM EQUIPMENT – RENTAL PERIOD BASIS)**

State	Estimated Number of Days Equipment Will Be Rented	Base Premium	Factor	Premium
			<b>Total Premium</b>	

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

**PHYSICAL DAMAGE COVERAGE**

Coverages	Limit of Insurance	Estimated Annual Cost of Hire	Rate per Each \$100 Ann. Cost of Hire	Premium
Comprehensive	Actual Cash Value or Cost of Repair, whichever is less, <b>MINUS</b> Ded. for each Covered Auto, but no Deductible applies to loss caused by fire or lightning.			
Specified Causes of Loss	Actual Cash Value or Cost of Repair, whichever is less, <b>MINUS</b> Ded. for each Covered Auto for loss caused by mischief or vandalism.			
Collision	Actual Cash Value or Cost of Repair, whichever is less, <b>MINUS</b> Ded. for each Covered Auto.			
			Total Premium	

**ITEM FIVE SCHEDULE FOR NON-OWNERSHIP LIABILITY**

Named Insured's Business	Rating Basis	Number	Premium
Other Than Garage Service Operations and Other Than Social Service Agencies	Number of Employees		
	Number of Partners		
Garage Service Operations	Number of Employees Whose Principal Duty Involves the Operation of Autos		
Social Service Agencies	Number of Employees		
	Number of Volunteers		
			Total Premium

**ITEM SIX**

**SCHEDULE FOR GROSS RECEIPTS OR MILEAGE BASIS -  
LIABILITY COVERAGE – PUBLIC AUTO OR LEASING RENTAL CONCERNS**

Loc No.	Estimated Yearly	Rates			
		<input type="checkbox"/> Gross Receipts (Per \$100)	<input type="checkbox"/> Mileage (Per Mile)		
		Liability	Auto Medical Payments	Med. Expense Benefits (VA Only)	Income Loss Benefits (VA Only)
		PREMIUMS			
		Liability	Auto Medical Payments	Med. Expense Benefits (VA Only)	Income Loss Benefits (VA Only)
	Total Premiums				
	Minimum Premiums				

Loc. Number	Address

When used as a premium basis:

**For Public Autos**

Gross Receipts means the total amount to which you are entitled for transporting passengers, mail or merchandise during the policy period regardless of whether you or any other carrier originate the transportation. Gross Receipts does not include:

- A. Amounts you pay to railroads, steamship lines, airlines and other motor carriers operating under their own ICC or PUC permits.
- B. Advertising Revenue.
- C. Taxes which you collect as a separate item and remit directly to a governmental division.
- D. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing units operated during the policy period.

**For Rental or Leasing Concerns**

Gross receipts means the total amount to which you are entitled for the leasing or rental of "autos" during the policy period and includes taxes except those taxes which you collect as a separate item and remit directly to a governmental division.

Mileage means the total of all live and dead mileage developed by all the "autos" you leased or rented to others during the policy period.





# National Casualty Company

Home Office:  
Madison, Wisconsin  
Administrative Office:  
8877 North Gainey Center Drive • Scottsdale, Arizona 85258  
1-800-423-7675  
A STOCK COMPANY

KR-CC-D-1  
(04/07)

Policy No.

## COMMERCIAL CRIME COVERAGE PART DECLARATIONS PAGE

<b>NAMED INSURED:</b>	<b>POLICY PERIOD:</b> to
-----------------------	-----------------------------

The Crime Coverage Part consists of this Declarations Form, the Commercial Crime Coverage Form.

Employee Benefit Plan(s) Included as Named Insureds:

### INSURING AGREEMENT(S), LIMIT OF INSURANCE AND DEDUCTIBLE

Insuring Agreement(s) Forming Part of this Coverage Part	Limit of Insurance Per Occurrence	Deductible Amount Per Occurrence	Premium
1. Employee Theft			
2. Forgery Or Alteration			
3. Inside The Premises-Theft Of Money and Securities			
4. Inside the Premises-Robbery Or Safe Burglary Of Other Property			
5. Outside The Premises			
6. Computer Fraud			
7. Funds Transfer Fraud			
8. Money Orders And Counterfeit Paper Currency			
9. If Added by Endorsement, or Insuring Agreement(s):			
Additional To Meet Minimum Premium			
<b>Total</b>			

If "Not Covered" is inserted above opposite any specified Insuring Agreement, such Insuring Agreement and any other reference thereto in this policy is deleted.

### PREMIUM

Premium for This Coverage Part:

Premium shown is payable: \_\_\_\_\_ at inception: \_\_\_\_\_

FORMS AND ENDORSEMENTS applicable to all Coverage forms and made part of this policy at time of issue

### CANCELLATION OF PRIOR INSURANCE:

On acceptance of this Coverage Part, you give us notice cancelling prior Policy or Bond Nos.

cancellation to be effective at the time this Coverage Part becomes effective.

,the

# National Casualty Company

Home Office:  
Madison, Wisconsin  
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1-800-423-7675  
A STOCK COMPANY

KR-EO-D-1

(04/07)

## Motorsports Errors and Omissions Coverage – Declarations

Policy Number:

**Coverage Period:**

Renewal of Policy:

12:01 A.M. Standard Time at the address of the Named Insured as stated herein.

**Effective Date:**

**Expiration Date:**

NAMED INSURED AND ADDRESS:

This Coverage Part provides Motorsports Errors and Omissions Coverage for Covered Programs.

### Motorsports Errors and Omissions

ITEM 1. LIMITS OF INSURANCE

Each Incident \_\_\_\_\_

Annual Aggregate \_\_\_\_\_

ITEM 2. DEDUCTIBLE

Each Incident \_\_\_\_\_

ITEM 3. PREMIUM

Total Premium \_\_\_\_\_

ITEM 4. FORM OF BUSINESS

Individual     Partnership     Joint Venture     Limited Liability Company

Organization, including a Corporation (but not including a Partnership, Joint Venture, or Limited liability Company)

Business Activities &  
Events Description: \_\_\_\_\_

ITEM 5. ENDORSEMENTS ATTACHED





# National Casualty Company

Home Office:  
Madison, Wisconsin  
Administrative Office:  
8877 North Gainey Center Drive • Scottsdale, Arizona 85258  
1-800-423-7675  
A STOCK COMPANY

KR-GL-D-3  
(04/07)

Policy No.

## LIQUOR LIABILITY COVERAGE PART DECLARATIONS PAGE

<b>NAMED INSURED:</b>	<b>POLICY PERIOD:</b> to
-----------------------	-----------------------------

### LIMITS OF INSURANCE:

Aggregate Limit  
Each Common Cause Limit

### DESCRIPTION OF BUSINESS

Form of Business:      ( ) Individual              ( ) Joint Venture              ( ) Partnership  
   ( ) Organization (Other than Partnership or Joint Venture)

Business Description:

Schedule of Locations:

### PREMIUM:

Classification	Code No.	Premium Base	Rate	Advance Premium

**Total Advance Premium**

Premium shown is payable:              at inception;

**FORMS AND ENDORSEMENTS** applicable to all Coverage Parts and made part of this policy at time of issue:

# National Casualty Company

Home Office:  
Madison, Wisconsin  
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8877 North Gainey Center Drive • Scottsdale, Arizona 85258  
1-800-423-7675  
A STOCK COMPANY

## Commercial Property Coverage Part - Declarations

Policy No.  
Replacement No.

**EFFECTIVE DATE**  
 "X" if Supplemental Declarations is attached.

### NAMED INSURED AND ADDRESS:

### DESCRIPTION OF PREMISES

PREM. NO.   BLDG. NO.   LOCATION, CONSTRUCTION AND OCCUPANCY

**COVERAGES PROVIDED** Insurance at the described premises applies only for coverages for which a Limit of Insurance is shown.

(See Reverse For Explanation of Codes)

COVERED

<u>PREM. NO.</u>	<u>BLDG. NO.</u>	<u>COVERAGE</u>	<u>LIMIT OF INSURANCE</u>	<u>CAUSES OF LOSS</u>	<u>COINSURANCE*</u>	<u>RATES</u>
						Incl.
						Incl.
						Incl.
						incl.
						Incl.

\* If Extra Expense Coverage, limits on Loss Payment

**OPTIONAL COVERAGES** Applicable only when entries are made in the schedule below.

**AGREED VALUE**

**REPLACEMENT COST (X)**

<u>PREM. NO.</u>	<u>BLDG. NO.</u>	<u>EXP. DATE</u>	<u>COVERAGE</u>	<u>AMOUNT</u>	<u>BUILDING</u>	<u>PERSONAL PROPERTY</u>	<u>INCL. "STOCK"</u>
------------------	------------------	------------------	-----------------	---------------	-----------------	--------------------------	----------------------

**INFLATION GUARD (%)**

\*MONTHLY LIMIT OF

\*MAXIMUM PERIOD

\*EXTENDED PERIOD

BUILDING   PERSONAL PROPERTY

INDEMNITY (Fraction)

OF INDEMNITY (X)

OF INDEMNITY (Days)

### MORTGAGE HOLDERS

\*Applies to business income only.

PREM. NO.   BLDG. NO.

MORTGAGE HOLDER NAME AND MAILING ADDRESS

### PREMIUM

Premium:

### DEDUCTIBLE

The deductible is \$250.   Exceptions:

Building  
Business Personal Property

### FORMS APPLICABLE TO ALL COVERAGES:

### FORMS APPLICABLE TO SPECIFIC PREMISES / COVERAGES:

PREM. NO.   BLDG. NO.   COVERAGES   FORM NUMBER

**COVERAGE KEY:**

BI/EE/RV	=	Business Income (and Extra Expense) including Rental Value	EE	=	Extra Expense
BI/EE	=	Business Income (and Extra Expense) other than Rental Value	B	=	Building
RV	=	Rental Value	B &	=	Blanket Building and Business Personal Property
BI/RV	=	Business Income (without Extra Expense) including Rental Value	BPP	=	Business Personal Property
BI	=	Business Income (without Extra Expense) other than Rental Value	BIDEP	=	Business Income from Dependent Properties
LEASEHOLD	=	Leaseholder Interest	TIB	=	Tenants Improvements and Betterments
LLBLDG	=	Legal Liability Real Property	PPO	=	Personal Property of Others
			LLBPP	=	Legal Liability Personal Property

POLICY NO.

DECLARATIONS EXTENSION

# National Casualty Company

Home Office:  
Madison, Wisconsin  
Administrative Office:  
8877 North Gainey Center Drive • Scottsdale, Arizona 85258  
1-800-423-7675  
A STOCK COMPANY

## Commercial Property Coverage Declarations Extension – Part B

Policy No.

**NAMED INSURED:**

**EFFECTIVE DATE:**

### OPTIONAL COVERAGES

Applicable only when entries are made in the schedule below:

PREM. NO.	BLDG. NO.	EXPIRATION DATE	AGREED VALUE			REPLACEMENT COST (X)		
			COVERAGE	AMOUNT	BUILDING	PERSONAL PROPERTY	INCLUDING "STOCK"	

INFLATION GUARD (%)		*MONTHLY LIMIT OF INDEMNITY (Fraction)	*MAXIMUM PERIOD OF INDEMNITY (X)	*EXTENDED PERIOD OF INDEMNITY (Days)
BUILDING	PERSONAL PROPERTY			

\*Applies to business income only.

### MORTGAGE HOLDERS

PREM. NO.    BLDG. NO.    \_\_\_\_\_ MORTGAGE HOLDER NAME AND MAILING ADDRESS \_\_\_\_\_

**DEDUCTIBLE:** The deductible is \$250. Exceptions (See form    )

**FORMS APPLICABLE TO ALL COVERAGES:** (See form    )

**FORMS APPLICABLE TO SPECIFIC PREMISES/COVERAGES:**

PREM. NO.    BLDG. NO.    \_\_\_\_\_ COVERAGES    \_\_\_\_\_ FORM NO.    \_\_\_\_\_

**NOTE:** Commercial Property Coverage Declarations Extension - Part A must be attached to this extension.

# National Casualty Company

**ENDORSEMENT  
NO.** \_\_\_\_\_

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **CONTRACTUAL LIABILITY LIMITATIONS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM**

The following is added to paragraph **9. f.**, "insured contract" in the DEFINITIONS section:

Paragraph **f.** does not include that part of any contract or agreement that indemnifies a manufacturer or distributor for "bodily injury" or "property damage" arising out of the "products-completed operations hazard."

[This will be paragraph **7. f.** in the Products Completed Operations Liability Coverage Form DEFINITIONS section]

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

# National Casualty Company

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1-800-423-7675  
A STOCK COMPANY

KR-GL-D-1  
(04/07)

## COMMERCIAL GENERAL LIABILITY - DECLARATIONS

Policy No.

Replacement No.

**NAMED INSURED AND ADDRESS:**

**FORM OF BUSINESS**

Joint Ven-  
ture

**RETROACTIVE DATE:** (CG 00 02 only) This insurance does not apply to “bodily injury” or “property damage” or “personal injury and advertising injury” which occurs before the following Retroactive Date:  
(Enter date or NONE if no Retroactive Date Applies)

### LIMITS OF INSURANCE

General Aggregate Limit (Other than Products – Completed Operations)

Products – Completed Operations Aggregate Limit

Personal and Advertising Injury Limit

Each Occurrence Limit

Damage to Premises Rented to You Limit

Medical Expense Limit

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ any one premises  
\_\_\_\_\_ any one person

### SCHEDULE OF LOCATIONS:

**PREMIUM**

Advance Premium for this Coverage Part is

**ENDORSEMENTS ATTACHED TO THIS COVERAGE PART:**

**National Casualty Company**

**SCHEDULE OF TAXES, SURCHARGES OR FEES**

Policy No. \_\_\_\_\_

Effective Date: \_\_\_\_\_

12:01 A.M., Standard Time

Named Insured : \_\_\_\_\_

Agent No. \_\_\_\_\_

**THE FOLLOWING INTERLINE FORMS APPLY TO THE COVERAGE PART IDENTIFIED:**

<b>FORM NUMBER</b>	<b>COVERAGE PART</b>
--------------------	----------------------



## **Rate Information**

Rate data does NOT apply to filing.

## Rate/Rule Schedule

<b>Review Status:</b>	<b>Exhibit Name:</b>	<b>Rule # or Page #:</b>	<b>Rate Action</b>	<b>Previous State Filing Number:</b>	<b>Attachments</b>
Approved	Form Rule	N-KR-R-AR-9 (7-07)	New		KR AR3751formrule.pdf

NATIONAL CASUALTY COMPANY  
SPORTS & LEISURE  
INTERLINE  
ARKANSAS

FORM RULE

Blank Endorsement UT-3g will be used to continue language unable to fit on a policy declaration such as:

- a.** Insured's Name;
- b.** Insured's Mailing Address;
- c.** Payment Plan;
- d.** Premium Determination;
- e.** Additional Interested Parties;
- f.** Coverage Forms and Endorsements;
- g.** Limits/Exposures;
- h.** Deductibles;
- i.** Covered Property/Located Description;
- j.** Classification/Class Codes;
- k.** Rates; or
- l.** Underlying Insurance,

## Supporting Document Schedules

<b>Satisfied -Name:</b> Uniform Transmittal Document-Property & Casualty	<b>Review Status:</b> Approved	08-02-2007
<b>Comments:</b>		
<b>Attachment:</b> KR AR3751ncfpctd.pdf		
<b>Satisfied -Name:</b> Cover Letter	<b>Review Status:</b> Approved	08-02-2007
<b>Comments:</b>		
<b>Attachment:</b> KR AR3751ncfcvrltr.pdf		
<b>Satisfied -Name:</b> Arkansas Forms List	<b>Review Status:</b> Approved	08-02-2007
<b>Comments:</b>		
<b>Attachment:</b> KR AR3751formslist.pdf		
<b>Satisfied -Name:</b> Arkansas Certificate of Compliance	<b>Review Status:</b> Approved	08-02-2007
<b>Comments:</b>		
<b>Attachment:</b> KR AR3751ncfcert.pdf		

## Property & Casualty Transmittal Document (Revised 1/1/05)

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>
	a. Date the filing is received:
	b. Analyst:
	c. Disposition:
	d. Date of disposition of the filing:
	e. Effective date of filing:
	f. State Filing #:
	g. SERFF Filing #:

<b>3. Group Name</b>	<b>Group NAIC #</b>
Nationwide	140

4. Company Name(s)	Domicile	NAIC #	FEIN #
National Casualty Company	WI	11991	38-0865250

<b>5. Company Tracking Number</b>	KR AR03751NCF01
-----------------------------------	-----------------

**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Kristin Abbott PO Box 4110 Scottsdale, AZ 85261-4110	Filings Analyst I	800 423-7675 x3140	480-368-5820	abbottk@scottsdaleins.com
<b>7.</b>	Signature of authorized filer		<i>Kristin Abbott</i>		
<b>8.</b>	Please print name of authorized filer		Kristin Abbott		

**Filing information** (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>	Commercial Multi-Peril (5.0)
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	Commercial Multi-Peril (5.0000)
<b>11. State Specific Product code(s)(if applicable)[See State Specific Requirements]</b>	
<b>12. Company Program Title (Marketing title)</b>	Sports and Leisure Program
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
<b>14. Effective Date(s) Requested</b>	New: July 1, 2007    Renewal: July 1, 2007
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16. Reference Organization (if applicable)</b>	N/A
<b>17. Reference Organization # &amp; Title</b>	N/A
<b>18. Company's Date of Filing</b>	June 4, 2007
<b>19. Status of filing in domicile</b>	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

## Property & Casualty Transmittal Document—

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	<b>KR AR03751NCF01</b>
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<b>21.</b>	<b>Filing Description</b> [This area should be similar to the body of a cover letter and is free-form text]
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National Casualty Company is filing a new Sports and Leisure program in order to provide coverage for various motorsports and activities.

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

**Check #: 0011562183**  
**Amount: \$50.00**

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

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

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# N A T I O N A L C A S U A L T Y C O M P A N Y

---

8877 North Gainey Center Drive  
Scottsdale, Arizona 85258



A Nationwide® Company

Reply to:

Post Office Box 4110  
Scottsdale, AZ 85261-4110

Telephone  
480-365-4000  
FAX 480-483-6752

June 4, 2007

The Honorable Julia Benafield Bowman  
Commissioner  
Arkansas Department of Insurance  
1200 W. Third Street  
Little Rock AR 77201-1904

**RE: National Casualty Company**  
**NAIC No: 140-11991**  
**Sports & Leisure Program**  
**Initial Form Filing**  
**Company File No.: KR AR03751NCF01**

Dear Commissioner Bowman:

National Casualty Company is filing a new Sports and Leisure program in order to provide coverage for various motorsports and sports activities. We request an effective date of July 1, 2007 for implementation.

The Sports and Leisure program is a commercial package program intended to cover motorsports and sports activities by offering Commercial Auto, General Liability, Commercial Fire, Commercial Crime and Commercial Inland Marine coverages; in addition to other optional coverages, as well.

The program is intended to be written utilizing ISO and AAIS forms along with company developed forms. We have enclosed copies of the company forms for your review.

With respect to the rate and rule portion of this new program, the commercial lines of business are exempt from filing per Arkansas Regulation 23-67-206.

We hope you will be in a position to grant favorable consideration to this submission. If you need any further information, please feel free to contact me on the toll free number or e-mail address listed below.

Sincerely,

Kristin Abbott  
State Filings Analyst  
[abbottk@scottsdaleins.com](mailto:abbottk@scottsdaleins.com)  
(800) 423-7675 x3140

**NATIONAL CASUALTY COMPANY  
SPORTS AND LEISURE  
FORMS LIST**

**(ARKANSAS)**

KR-1 (4-07)	War And Terrorism Exclusion Endorsement
KR-AUTO-1 (4-07)	Named Driver Exclusion
KR-AUTO-10 (4-07)	Physical Damage Flood Exclusion
KR-AUTO-11 (4-07)	Physical Damage Earthquake Exclusion
KR-AUTO-12 (4-07)	Damage To Product And Work Extension
KR-AUTO-13 (4-07)	Locations And Operations Not Covered
KR-AUTO-14 (4-07)	Garagekeepers Coverage Flood Exclusion
KR-AUTO-15 (4-07)	Garagekeepers Coverage Earthquake Exclusion (Fire Excepted)
KR-AUTO-16 (4-07)	Garagekeepers Coverage Earthquake Exclusion (Fire Excluded)
KR-AUTO-17 (4-07)	Composite Rate Endorsement
KR-AUTO-2 (4-07)	Special Auto Coverage Endorsement
KR-AUTO-3 (4-07)	Additional Insured Designated Person Or Organization
KR-AUTO-4 (4-07)	Deletion-Co-Employee Exclusion
KR-AUTO-5 (4-07)	Earned Premium
KR-AUTO-6 (4-07)	Employees And Volunteers As Insureds Children's Camp
KR-AUTO-8 (4-07)	Non-Stacking Of Liability Policy Limits
KR-AUTO-D-2 (4-07)	Business Auto Coverage Form Declarations Page
KR-AUTO-P-1 (4-07)	Hired Auto And Employers Nonownership Liability Coverage Form
KR-AUTO-SP-1 (4-07)	Schedule of Autos
KR-CC-D-1 (4-07)	Commercial Crime Coverage Part Declarations Page
KR-D-1 (4-07)	Common Policy - Declarations
KR-EO-1 (4-07)	Deletion of Punitive Damage Exclusion Amendatory Endorsement
KR-EO-D-1 (4-07)	Motorsports Errors and Omissions Coverage Declarations
KR-EO-P-1 (4-07)	Motorsports Errors And Omissions Coverage Form (Occurrence)
KR-GL-1 (4-07)	Legal Liability To Participants
KR-GL-10 (4-07)	Sledowners Liability Coverage
KR-GL-11 (4-07)	Member Liability Coverage
KR-GL-12 (4-07)	Power Boat Racing Liability Coverage
KR-GL-13 (4-07)	Professional Liability Coverage For Sports Or Fitness Activities
KR-GL-14 (4-07)	Legal Liability To Participants-Member Liability
KR-GL-15 (4-07)	Legal Liability To Participants-Sledowners Liability
KR-GL-16 (4-07)	Legal Liability To Participants Who Are Minors
KR-GL-17 (4-07)	Motorsports Liability
KR-GL-18 (4-07)	Additional Insured-Medical Trainers
KR-GL-19 (4-07)	Exclusion-Recreational Vehicles
KR-GL-2 (4-07)	Motorsports Racing Liability Coverage
KR-GL-20 (4-07)	Special Expense Coverage
KR-GL-21 (4-07)	Expense Reimbursement For Competition Vehicle Damage Claims
KR-GL-22 (4-07)	Amendatory Motorsport Endorsement
KR-GL-23 (4-07)	Additional Insured-Volunteers
KR-GL-24 (4-07)	Requirements For Written Contract With Liquor Vendor

**NATIONAL CASUALTY COMPANY  
SPORTS AND LEISURE  
FORMS LIST**

**(ARKANSAS)**

KR-GL-25 (4-07)	Ride & Drive Event Endorsement
KR-GL-26 (4-07)	National Hot Rod Association Amendatory Endorsement
KR-GL-27 (4-07)	Exclusion-Tanning
KR-GL-29 (4-07)	Communicable Disease Exclusion
KR-GL-3 (4-07)	Independent Club Event Liability
KR-GL-30 (4-07)	Notification
KR-GL-31 (4-07)	Suspension of Coverage
KR-GL-32 (4-07)	Limitation of Coverage To Designated Premises, Activities or Operations
KR-GL-33 (4-07)	Broad Worldwide Coverage
KR-GL-34 (4-07)	Unintentional Error Knowledge and Notice of Accident or Occurrence
KR-GL-35 (4-07)	Schedule of Event(s)
KR-GL-36 (4-07)	Deletion--Co-Employee Exclusion
KR-GL-37 (4-07)	Amendment of Other Insurance Condition
KR-GL-38 (4-07)	Exclusion-Athletic or Sports Participants Rodeo, Steeplechase and Roping
KR-GL-39 (4-07)	Temporary Ambulance Coverage
KR-GL-4 (4-07)	Legal Liability To Participants-Independent Club Event Liability
KR-GL-40 (4-07)	Limited Amusement Device Coverage
KR-GL-41 (4-07)	Damage To Premises Rented To You
KR-GL-42 (4-07)	Worldwide Coverage
KR-GL-43 (4-07)	Earned Premium
KR-GL-44 (4-07)	Hockey Criminal Coverage
KR-GL-45 (4-07)	Covered Program Redefined
KR-GL-46 (4-07)	Limited Event Coverage
KR-GL-47 (4-07)	Exclusion of Liability Insurance Afforded Under Another Policy (Broad)
KR-GL-48 (4-07)	Exclusion of Liability Insurance Afforded Under Another Policy
KR-GL-49 (4-07)	Additional Insured-Charitable Institutions, Unincorporated Associations or Non-Profit Associations
KR-GL-5 (4-07)	Legal Liability To Participants-Promoter Liability
KR-GL-50 (4-07)	Additional Insured-Sponsor
KR-GL-51 (4-07)	Additional Insured-Medical Personnel
KR-GL-52 (4-07)	Additional Insured-Instructors
KR-GL-53 (4-07)	Exclusion-Designated Operations
KR-GL-54 (4-07)	Exclusion-Sports or Athletic Activities Participants
KR-GL-55 (4-07)	Exclusion-Horse Track Participants
KR-GL-56 (4-07)	Additional Insureds Owners and/or Lessors of Premises, Sponsors or Co-Promoters
KR-GL-57 (4-07)	Medical Professional Employees and Volunteers
KR-GL-58 (4-07)	Exclusion-Activities and Devices
KR-GL-59 (4-07)	Liability Insurance Deductible
KR-GL-6 (4-07)	Promoter Liability Insurance
KR-GL-60 (4-07)	Commercial General Liability "Covered Program" Event Type/Limit/Rate Schedule
KR-GL-61 (4-07)	Fireworks Exclusion
KR-GL-62 (4-07)	Limited Fireworks Exclusion
KR-GL-63 (4-07)	Fireworks Scheduled Coverage
KR-GL-64 (4-07)	Medical Payments For Participants

**NATIONAL CASUALTY COMPANY  
SPORTS AND LEISURE  
FORMS LIST**

**(ARKANSAS)**

KR-GL-65 (4-07)	Medical Payments For Participants
KR-GL-67 (4-07)	Self-Insured Retention Endorsement (Defense Costs Included in Retention)
KR-GL-68 (4-07)	Self-Insured Retention Endorsement (Defense Costs Not Included in Retention)
KR-GL-69 (4-07)	Exclusion-Tuning And Testing Sessions
KR-GL-7 (4-07)	Legal Liability To Participants-Power Boat Racing
KR-GL-70 (4-07)	Limitation Of Coverage Tuning and Testing
KR-GL-71 (4-07)	Official Vehicle Property Damage
KR-GL-72 (4-07)	Off-Premises Signs
KR-GL-73 (4-07)	Exclusion-Non Racing Day Premises
KR-GL-74 (4-07)	U.S.A.C. Endorsement
KR-GL-75 (4-07)	NASCAR Endorsement
KR-GL-77 (4-07)	Exclusion-Entertainment, Media & Internet Type Businesses
KR-GL-78 (4-07)	Leased Facilities Property Damage
KR-GL-79 (4-07)	Policy Conditions
KR-GL-8 (4-07)	Legal Liability To Participants-Owners And Sponsors
KR-GL-80 (4-07)	Limitation Of Coverage-Contractual Liability Limitations
KR-GL-81 (4-07)	Exclusion-Medical Payments To Volunteer Workers
KR-GL-82 (4-07)	Intramural Sports Exclusion
KR-GL-83 (4-07)	Limitation Of Coverage-Water Hazard Exclusion
KR-GL-84 (4-07)	Sexual Abuse Endorsement
KR-GL-85 (4-07)	Amendment Of Coverage-Drug Testing
KR-GL-86 (4-07)	Amendment Of Limits Of Insurance-Designated Project Or Premises
KR-GL-87 (4-07)	Amendment Of Aggregate Limits (Per Location)
KR-GL-88 (4-07)	Amendment Of Aggregate Limits (Per Project)
KR-GL-89 (4-07)	Amendment Of Limits-Insured Member
KR-GL-9 (4-07)	Motorsports/Racing Owners/Sponsors Liability Coverage
KR-GL-90 (4-07)	Amendment Of Limits (CGL & Self Insured Retention Limits)
KR-GL-91 (4-07)	Amendment Of Who Is An Insured-Volunteer Workers (Limited)
KR-GL-92 (4-07)	Amendment Of Who Is An Insured-Volunteer Workers (Broad)
KR-GL-93 (4-07)	Amendment Of Who Is An Insured-Sanctioned Volunteer Workers
KR-GL-94 (4-07)	Commercial General Liability Broadened Coverage
KR-GL-95 (4-07)	Legal Liability To Participants-Motorsports Racing
KR-GL-99 (4-07)	Contractual Liability Limitations
KR-GL-D-1 (4-07)	Commercial General Liability Declarations
KR-GL-D-2 (4-07)	Liquor Liability Coverage Part Declarations Page
KR-GL-D-3 (4-07)	Liquor Liability Coverage Part Declarations Page
KR-GL-SP-1 (4-07)	Liability Schedule And Premium Recap
KR-GL-SP-2 (4-07)	Quick Reference Comm'l General Liability Cov Part
KR-IM-1 (4-07)	Inland Marine Clarifying Form Use Endorsement (For AAIS)
KR-IM-2 (4-07)	Worldwide Coverage (Inland Marine)
KR-IM-SD-1 (4-07)	Commercial Inland Marine Coverage Part Supplemental Declarations
KR-PROP-1 (4-07)	Additional Property Not Covered

**NATIONAL CASUALTY COMPANY  
SPORTS AND LEISURE  
FORMS LIST**

**(ARKANSAS)**

KR-PROP-10 (4-07)	Causes of Loss-Special Form Amendatory Endorsement
KR-PROP-11 (4-07)	Flood Coverage Deductible
KR-PROP-12 (4-07)	Equipment Breakdown Coverage Endorsement
KR-PROP-13 (4-07)	Deductible Clause
KR-PROP-14 (4-07)	Annual Loss Aggregate
KR-PROP-2 (4-07)	Additional Covered Property
KR-PROP-3 (4-07)	Occurrence Limit of Liability Endorsement
KR-PROP-4 (4-07)	Mold, Mildew, Fungi and/or Spore Exclusion
KR-PROP-5 (4-07)	Amendment of Notice of Cancellation Endorsement (Scheduled Persons or Organizations)
KR-PROP-6 (4-07)	Plus Property Coverage Enhancements
KR-PROP-7 (4-07)	False Pretense Coverage
KR-PROP-8 (4-07)	Causes of Loss-Basic Form Amendatory Endorsement
KR-PROP-9 (4-07)	Causes of Loss-Broad Form Amendatory Endorsement
KR-PROP-D-1 (4-07)	Commercial Property Coverage Part Declarations
KR-PROP-SP-1 (4-07)	Commercial Property Coverage Part Extension of Supplemental Declarations
KR-PROP-SP-2 (4-07)	Commercial Property Coverage Declarations Extension
KR-SP-1 (4-07)	Declarations Extension
KR-SP-2 (4-07)	Interline Forms Declarations Extension
UT-119g (1-00)	Minimum Earned Cancellation Premium
UT-158s (3-92)	Amendatory Endorsement – Cancellation
UT-3g (3-92)	Blank Endorsement
UT-COVPG (11-06)	Cover Page
UT-SP-1 (8-96)	Schedule of Named Insureds
UT-SP-2 (12-95)	Schedule of Forms and Endorsements
UT-126L (10-93)	Schedule of Taxes, Surcharges or Fees



## Superseded Attachments

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

<b>Original Date:</b>	<b>Schedule</b>	<b>Document Name</b>	<b>Replaced Date</b>	<b>Attach Document</b>
No original date	Form	Deletion of Punitive Damage Exclusion Amendatory Endorsement	06-04-2007	kreo1407.pdf

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DELETION OF PUNITIVE DAMAGE EXCLUSION  
AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**MOTORSPORTS ERRORS AND OMISSIONS COVERAGE FORM**

Paragraph **4.** of **SECTION I**, subsection **B. Exclusions** is deleted.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE