

SERFF Tracking Number: PERR-125578883 State: Arkansas  
Filing Company: Employer's Fire Insurance Company State Tracking Number: #102005 \$50  
Company Tracking Number: OBIC-GL-ELS-AR-08-01-F  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
Product Name: Entertainment, Leisure and Sports  
Project Name/Number: OBIC-GL-ELS-AR-08-01-F/OBIC-GL-ELS-AR-08-01-F

## Filing at a Glance

Company: Employer's Fire Insurance Company

Product Name: Entertainment, Leisure and Sports SERFF Tr Num: PERR-125578883 State: Arkansas

Sports

TOI: 17.0 Other Liability - Claims SERFF Status: Closed State Tr Num: #102005 \$50

Made/Occurrence

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: OBIC-GL-ELS-AR-08-01-F State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding

Authors: Neresia Torres, Olga E. Burciaga

Disposition Date: 04/28/2008

Date Submitted: 03/26/2008

Disposition Status: Approved

Effective Date Requested (New): 04/25/2008

Effective Date (New):

Effective Date Requested (Renewal): On Approval

Effective Date (Renewal):

State Filing Description:

## General Information

Project Name: OBIC-GL-ELS-AR-08-01-F

Status of Filing in Domicile: Pending

Project Number: OBIC-GL-ELS-AR-08-01-F

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 04/28/2008

State Status Changed: 04/01/2008

Deemer Date:

Corresponding Filing Tracking Number: OBIC-GL-ELS-AR-08-01-R (EXEMPT)

Filing Description:

On behalf of Employers' Fire Insurance Company (the "Company"), we are submitting this filing to introduce a new Entertainment, Leisure and Sports Program. The company is also proposing to adopt currently approved ISO forms. Please see the enclosed memorandum and supporting material for more detailed information. The accompanying rates and rules are exempt from filing requirements per 23-67-206.

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The Company respectfully requests that the proposed forms be implemented for all policies effective April 25, 2008 or upon earliest possible date of acknowledgment or approval.

Also included is authorization for Perr&Knight to submit this filing on behalf of the captioned Company. All correspondence related to this filing should be directed to Perr&Knight. The captioned Company has prepared the forms contained in this filing. If there are any requests for additional information related to items prepared by the Company, we will forward the request immediately to the Company. We will submit the Company's response to your attention as soon as we receive it.

We trust you will find this submission acceptable, and as such look forward to your approval. Please do not hesitate to contact us with any questions or comments.

## Company and Contact

### Filing Contact Information

(This filing was made by a third party - perrandknightactuaryconsultants)

Neresa Torres, State Filings Project                      doi@perrknight.com  
Coordinator  
881 Alma Real Drive    (888) 201-5123 [Phone]  
Pacific Palisades, CA 90272                                      (310) 230-8529[FAX]

### Filing Company Information

Employer's Fire Insurance Company                      CoCode: 20648                      State of Domicile: Massachusetts  
44 Whippany Road    Group Code: 1129                      Company Type:  
Morristown, NJ 07962    Group Name:                      State ID Number:  
(310) 230-9339 ext. 120[Phone]                      FEIN Number: 04-1288420  
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## Filing Fees

Fee Required?                      Yes  
Fee Amount:                      \$50.00  
Retaliatory?                      No

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Fee Explanation: \$50 for form filing  
Per Company: No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Employer's Fire Insurance Company	\$0.00	03/26/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
102005	\$50.00	03/05/2008

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	04/28/2008	04/28/2008

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Status Check	Note To Reviewer	Neresa Torres	04/24/2008	04/24/2008

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## Disposition

Disposition Date: 04/28/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Memo and Letter of Authorization	Approved	Yes
Form	Covered Events And Hazard Class	Approved	Yes
Form	Self Insured Retention – Each Occurrence / Each Claim / Each Common Cause / Aggregate Options Defense Expenses Included	Approved	Yes
Form	Aircraft, Auto or Watercraft Exclusion Amendment	Approved	Yes
Form	Limited Abuse Or Molestation Coverage	Approved	Yes
Form	Limited Abuse Or Molestation Coverage (Sublimit)	Approved	Yes
Form	Errors And Omissions Liability Coverage	Approved	Yes
Form	Barbers And Beauticians Professional Liability Coverage	Approved	Yes
Form	Additional Insured – Sports Trainers	Approved	Yes
Form	Additional Insured – NASCAR	Approved	Yes
Form	Absolute Asbestos Exclusion	Approved	Yes
Form	Absolute Lead Exclusion	Approved	Yes
Form	Cross Liability Exclusion	Approved	Yes
Form	Exclusion – Punitive Damages, Fines and Penalties	Approved	Yes
Form	Exclusion – All Hazards In Connection With Designated Events Or Premises	Approved	Yes
Form	Exclusion – Designated Activities	Approved	Yes
Form	Exclusion – Amusement Devices (With Exception For Designated Devices)	Approved	Yes
Form	Exclusion - Entertainment Industry	Approved	Yes
Form	Exclusion – Fireworks With Exception For Concussion Effects, Flashpots And Smokepots	Approved	Yes
Form	Exclusion – Go-Kart Operations With Exception For Designated Operations	Approved	Yes
Form	Exclusion – Throwing, Kicking Or	Approved	Yes

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Projecting Of Objects Or Persons

<b>Form</b>	Exclusion – Promotion	Approved	Yes
<b>Form</b>	Exclusion – Cranes	Approved	Yes
<b>Form</b>	Exclusion – Sport, Athletic, Event, Exhibition Or Performance Participants	Approved	Yes
<b>Form</b>	Amendment – Expected Or Intended Injury Exclusion – Assault Or Battery	Approved	Yes
<b>Form</b>	Exclusion – Non-Performing Animals	Approved	Yes
<b>Form</b>	Exclusion – Communicable Diseases	Approved	Yes
<b>Form</b>	Total Professional Liability Exclusion	Approved	Yes
<b>Form</b>	Total Exclusion – Watercraft	Approved	Yes
<b>Form</b>	Limited Exclusion – Contractual Liability	Approved	Yes
<b>Form</b>	Exclusion – Comparative Advertising (Designated Operations)	Approved	Yes
<b>Form</b>	Exclusion – Medical Payments For Volunteer Workers	Approved	Yes
<b>Form</b>	Exclusion – Damage To Premises Rented To You For Seven Or Fewer Consecutive Days	Approved	Yes
<b>Form</b>	Limitation Of Coverage To Designated Events	Approved	Yes
<b>Form</b>	Amendment Of Aircraft, Auto Or Watercraft Exclusion – Non-Owned Aircraft	Approved	Yes
<b>Form</b>	Definition of Employee (Leased Or Temporary)	Approved	Yes
<b>Form</b>	Specifically Designated Events Or Premises	Approved	Yes
<b>Form</b>	Designated Animals in Your Care, Custody Or Control	Approved	Yes
<b>Form</b>	Exclusion – Motor Racing Operations (With Exception For Designated Motor Racing Teams And/Or Racing Series)	Approved	Yes
<b>Form</b>	Mobile Equipment – Limited Coverage For Competition Vehicles, Official Vehicles, Wreckers And Emergency	Approved	Yes

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Vehicles (Motor Racing)

<b>Form</b>	Limitation Of Coverage To Designated Products	Approved	Yes
<b>Form</b>	Limitation of Medical Payments Coverage To Designated Premises	Approved	Yes
<b>Form</b>	Emergency Medical Technicians – Incidental Liability Coverage	Approved	Yes
<b>Form</b>	Limited Coverage – Property Damage To Hired Auto In Restricted Area At A Motor Racing Event	Approved	Yes
<b>Form</b>	Condition – Event Notification	Approved	Yes
<b>Form</b>	Limited Participant Liability Coverage – Designated Production, Exhibition, Performance Or Event	Approved	Yes
<b>Form</b>	Limited Participant Liability Coverage – Designated Sport or Athletic Contest Or Exhibition	Approved	Yes
<b>Form</b>	Knowledge Of Occurrence	Approved	Yes
<b>Form</b>	Limited Contingent Liability – Designated Fireworks Displays	Approved	Yes
<b>Form</b>	Limited Participant Liability Coverage – Designated Contests Or Exhibitions (Motor Racing – Karting Venue)	Approved	Yes
<b>Form</b>	Limited Participant Liability Coverage – Designated Contests Or Exhibitions (Motor Racing – Association, Schools, Teams And Venues)	Approved	Yes
<b>Form</b>	Assault Or Battery Limited Coverage	Approved	Yes
<b>Form</b>	Concert Promoters Liability – Limitation Of Coverage To Designated Events	Approved	Yes
<b>Form</b>	Limited Coverage – Designated Fireworks Displays	Approved	Yes
<b>Form</b>	Limited Contingent Liquor Liability	Approved	Yes
<b>Form</b>	Condition – Reporting Form	Approved	Yes
<b>Form</b>	Condition – Quarterly Reporting	Approved	Yes
<b>Form</b>	Condition – Monthly Reporting	Approved	Yes

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<b>Form</b>	Limitation Of Coverage To Designated Events For Tenant User's liability Insurance	Approved	Yes
<b>Form</b>	Limitation – No Stacking Of Occurrence Limits	Approved	Yes
<b>Form</b>	Limits of Liability – Designated Persons Or Entities	Approved	Yes
<b>Form</b>	General Aggregate Limit (Per Operation, Designated Event Or Premises)	Approved	Yes
<b>Form</b>	Motorized Golf Carts (Applicable To Personal Liability)	Approved	Yes
<b>Form</b>	Specific Contingent Liquor Liability	Approved	Yes
<b>Form</b>	Comprehensive Personal Liability Coverage	Approved	Yes

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**Note To Reviewer**

**Created By:**

Neresa Torres on 04/24/2008 04:14 PM

**Subject:**

Status Check

**Comments:**

We submitted the captioned filing on 3/26/2008. At this time, we would like to know if it would be possible to obtain the status of this filing. Your assistance with this matter is greatly appreciated.

Best,

Lance

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## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Covered Events And Hazard Class	ECG 00 528	12/05	Endorsement/Amendment/Conditions New		0.00	ECG 00 528 12 05 Covered Events Hazard Class.pdf
Approved	Self Insured Retention – Each Occurrence / Each Claim / Each Common Cause / Aggregate Options Defense Expenses Included	ECG 03 511	12/05	Endorsement/Amendment/Conditions New		0.00	ECG 03 511 12 05 SIR.pdf
Approved	Aircraft, Auto or Watercraft Exclusion Amendment	ECG 04 586	12/05	Endorsement/Amendment/Conditions New		0.00	ECG 04 586 12 05 Aircraft Auto Watercraft Excl.pdf
Approved	Limited Abuse Or Molestation Coverage	ECG 04 588	12/05	Endorsement/Amendment/Conditions New		0.00	ECG 04 588 12 05 Ltd Abuse Moles Cov.pdf
Approved	Limited Abuse Or Molestation Coverage (Sublimit)	ECG 04 589	12/05	Endorsement/Amendment/Conditions New		0.00	ECG 04 589 12 05 Ltd Abuse Moles Sub Limit.pdf
Approved	Errors And Omissions Liability Coverage	ECG 04 590	12/05	Endorsement/Amendment/Conditions New		0.00	ECG 04 590 12 05 EO Liab Cov.pdf

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Approved	Barbers And Beauticians Professional Liability Coverage	ECG 04 591	12/05	Endorsement/Amendment/Conditions	New	0.00	ECG 04 591 12 05 Barbers Beauticians Prof Liab Cov.pdf
Approved	Additional Insured – Sports Trainers	ECG 20 529	12/05	Endorsement/Amendment/Conditions	New	0.00	ECG 20 529 12 05 Addtl Insd Sports Trainers.pdf
Approved	Additional Insured – NASCAR	ECG 20 530	12/05	Endorsement/Amendment/Conditions	New	0.00	ECG 20 530 12 05 Addtl Insd NASCAR.pdf
Approved	Absolute Asbestos Exclusion	ECG 21 510	12/99	Endorsement/Amendment/Conditions	New	0.00	ECG 21 510 12 99 Asbestos.pdf
Approved	Absolute Lead Exclusion	ECG 21 512	12/99	Endorsement/Amendment/Conditions	New	0.00	ECG 21 512 12 99 Lead Excl.pdf
Approved	Cross Liability Exclusion	ECG 21 513	12/99	Endorsement/Amendment/Conditions	New	0.00	ECG 21 513 12 99 Cross Liab Excl.pdf
Approved	Exclusion – Punitive Damages, Fines and Penalties	ECG 21 549	07/02	Endorsement/Amendment/Conditions	New	0.00	ECG 21 549 07 02 Punitive Dam Excl.pdf
Approved	Exclusion – All Hazards In Connection With Designated Events Or Premises	ECG 21 622	12/05	Endorsement/Amendment/Conditions	New	0.00	ECG 21 622 12 05 Desig Events Premises Excl.pdf
Approved	Exclusion –	ECG 21	12/05	Endorsement/Amendment/Conditions	New	0.00	ECG 21 623

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	Designated Activities	623		nt/Amendm ent/Condi tions			12 05 Desig Activities Excl.pdf
Approved	Exclusion – Amusement Devices (With Exception For Designated Devices)	ECG 21 624	12/05	Endorseme nt/Amendm ent/Condi tions	0.00	ECG 21 624 12 05 Amusement Devices Excl.pdf	
Approved	Exclusion - Entertainment Industry	ECG 21 626	12/05	Endorseme nt/Amendm ent/Condi tions	0.00	ECG 21 626 12 05 PI Excl Ent Industry.pdf	
Approved	Exclusion – Fireworks With Exception For Concussion Effects, Flashpots And Smokepots	ECG 21 627	12/05	Endorseme nt/Amendm ent/Condi tions	0.00	ECG 21 627 12 05 Fireworks Excl.pdf	
Approved	Exclusion – Go-Kart Operations With Exception For Designated Operations	ECG 21 628	12/05	Endorseme nt/Amendm ent/Condi tions	0.00	ECG 21 628 12 05 Go Kart Ops Excl.pdf	
Approved	Exclusion – Throwing, Kicking Or Projecting Of Objects Or Persons	ECG 21 629	12/05	Endorseme nt/Amendm ent/Condi tions	0.00	ECG 21 629 12 05 Throwing Kick Projectile Excl.pdf	
Approved	Exclusion – Promotion	ECG 21 630	12/05	Endorseme nt/Amendm ent/Condi tions	0.00	ECG 21 630 12 05 Promo Excl.pdf	
Approved	Exclusion – Cranes	ECG 21 631	12/05	Endorseme nt/Amendm ent/Condi tions	0.00	ECG 21 631 12 05 Cranes Excl.pdf	

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Approved	Exclusion – Sport, Athletic, Event, Exhibition Or Performance Participants	ECG 21 632	12/05	Endorsement/Amendment/Conditions	New	0.00	ECG 21 632 12 05 Participants Excl.pdf
Approved	Amendment – Expected Or Intended Injury Exclusion – Assault Or Battery	ECG 21 633	12/05	Endorsement/Amendment/Conditions	New	0.00	ECG 21 633 12 05 Assault Batt Excl.pdf
Approved	Exclusion – Non-Performing Animals	ECG 21 635	12/05	Endorsement/Amendment/Conditions	New	0.00	ECG 21 635 12 05 Non Perf Animals Excl.pdf
Approved	Exclusion – Communicable Diseases	ECG 21 636	12/05	Endorsement/Amendment/Conditions	New	0.00	ECG 21 636 12 05 Comm Disease Excl.pdf
Approved	Total Professional Liability Exclusion	ECG 21 637	12/05	Endorsement/Amendment/Conditions	New	0.00	ECG 21 637 12 05 Prof Liab Excl.pdf
Approved	Total Exclusion – Watercraft	ECG 21 638	12/05	Endorsement/Amendment/Conditions	New	0.00	ECG 21 638 12 05 Watercraft Excl.pdf
Approved	Limited Exclusion – Contractual Liability	ECG 21 639	12/05	Endorsement/Amendment/Conditions	New	0.00	ECG 21 639 12 05 Contractual Liab Limitation.pdf
Approved	Exclusion – Comparative Advertising (Designated Operations)	ECG 21 640	12/05	Endorsement/Amendment/Conditions	New	0.00	ECG 21 640 12 05 Comparative Advertising Excl.pdf

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Approved	Exclusion – Medical Payments For Volunteer Workers	ECG 21 641	12/05	Endorsement/Amendment/Conditions	New	0.00	ECG 21 641 12 05 Med Pay Vol Workers Excl.pdf
Approved	Exclusion – Damage To Premises Rented To You For Seven Or Fewer Consecutive Days	ECG 21 645	12/05	Endorsement/Amendment/Conditions	New	0.00	ECG 21 645 12 05 Dam to Premises Rent 7 Excl.pdf
Approved	Limitation Of Coverage To Designated Events	ECG 21 646	12/05	Endorsement/Amendment/Conditions	New	0.00	ECG 21 646 12 05 Limitation of Cov to Designated Events.pdf
Approved	Amendment Of Aircraft, Auto Or Watercraft Exclusion – Non-Owned Aircraft	ECG 22 514	12/05	Endorsement/Amendment/Conditions	New	0.00	ECG 22 514 12 05 Nonowned Aircraft Excl.pdf
Approved	Definition of Employee (Leased Or Temporary)	ECG 22 516	12/05	Endorsement/Amendment/Conditions	New	0.00	ECG 22 516 12 05 Amendment of Employee Definition Temps.pdf
Approved	Specifically Designated Events Or Premises	ECG 22 517	12/05	Endorsement/Amendment/Conditions	New	0.00	ECG 22 517 12 05 Limitation of Cov to Designated Events or Premises.pdf
Approved	Designated Animals in Your Care, Custody Or Control	ECG 22 518	12/05	Endorsement/Amendment/Conditions	New	0.00	ECG 22 518 12 05 Designated Animals

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Approval	Description	ECG	Date	Endorsement/Condition	Amount	File Name
Approved	Exclusion – Motor Racing Operations (With Exception For Designated Motor Racing Teams And/Or Racing Series)	ECG 22 519	12/05	Endorsement/Conditions	0.00	CCC.pdf ECG 22 519 12 05 Motor Race Teams Series Excl Exception.pdf
Approved	Mobile Equipment – Limited Coverage For Competition Vehicles, Official Vehicles, Wreckers And Emergency Vehicles (Motor Racing)	ECG 22 520	12/05	Endorsement/Conditions	0.00	ECG 22 520 12 05 Mobile Equip Ltd Cov Motor Racing.pdf
Approved	Limitation Of Coverage To Designated Products	ECG 22 521	12/05	Endorsement/Conditions	0.00	ECG 22 521 12 05 Limitation Cov Desig Products.pdf
Approved	Limitation of Medical Payments Coverage To Designated Premises	ECG 22 522	12/05	Endorsement/Conditions	0.00	ECG 22 522 12 05 Limitation Med Pay Desig Premises.pdf
Approved	Emergency Medical Technicians – Incidental Liability Coverage	ECG 22 523	12/05	Endorsement/Conditions	0.00	ECG 22 523 12 05 EMT Incidental Liab Cov.pdf
Approved	Limited Coverage – Property Damage To Hired	ECG 22 531	10/07	Endorsement/Conditions	0.00	ECG 22 531 10 07 Prop Damage

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	Auto In Restricted Area At A Motor Racing Event			ons			Hired Auto MTR Racing.pdf
Approved	Condition – Event Notification	ECG 24 546	12/05	Endorsement/Amendment/Conditions	0.00		ECG 24 546 12 05 Condition Event Notify.pdf
Approved	Limited Participant Liability Coverage – Designated Production, Exhibition, Performance Or Event	ECG 24 547	12/05	Endorsement/Amendment/Conditions	0.00		ECG 24 547 12 05 Ltd Participant Cov Events.pdf
Approved	Limited Participant Liability Coverage – Designated Sport or Athletic Contest Or Exhibition	ECG 24 548	12/05	Endorsement/Amendment/Conditions	0.00		ECG 24 548 12 05 Ltd Participant Cov Sports.pdf
Approved	Knowledge Of Occurrence	ECG 24 549	12/05	Endorsement/Amendment/Conditions	0.00		ECG 24 549 12 05 Knowledge of Occurr.pdf
Approved	Limited Contingent Liability – Designated Fireworks Displays	ECG 24 550	12/05	Endorsement/Amendment/Conditions	0.00		ECG 24 550 12 05 Ltd Contingent Cov Fireworks.pdf
Approved	Limited Participant Liability Coverage – Designated Contests Or	ECG 24 551	12/05	Endorsement/Amendment/Conditions	0.00		ECG 24 551 12 05 Ltd Participant Cov Motor Racing

SERFF Tracking Number: PERR-125578883 State: Arkansas  
 Filing Company: Employer's Fire Insurance Company State Tracking Number: #102005 \$50  
 Company Tracking Number: OBIC-GL-ELS-AR-08-01-F  
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
 Product Name: Entertainment, Leisure and Sports  
 Project Name/Number: OBIC-GL-ELS-AR-08-01-F/OBIC-GL-ELS-AR-08-01-F

Approval	Description	ECG	Date	Policy/Condition	Amount	Attachment
	Exhibitions (Motor Racing – Karting Venue)					Karting.pdf
Approved	Limited Participant Liability Coverage – Designated Contests Or Exhibitions (Motor Racing – Association, Schools, Teams And Venues)	ECG 24 552	12/05	Endorsement/Amendment/Conditions	0.00	ECG 24 552 12 05 Ltd Participant Cov Motor Racing Assoc.pdf
Approved	Assault Or Battery Limited Coverage	ECG 24 553	12/05	Endorsement/Amendment/Conditions	0.00	ECG 24 553 12 05 Assault Batt Ltd Cov.pdf
Approved	Concert Promoters Liability – Limitation Of Coverage To Designated Events	ECG 24 554	12/05	Endorsement/Amendment/Conditions	0.00	ECG 24 554 12 05 Concert Promo Ltd Cov.pdf
Approved	Limited Coverage – Designated Fireworks Displays	ECG 24 555	12/05	Endorsement/Amendment/Conditions	0.00	ECG 24 555 12 05 Fireworks Displays Ltd Cov.pdf
Approved	Limited Contingent Liquor Liability	ECG 24 556	12/05	Endorsement/Amendment/Conditions	0.00	ECG 24 556 12 05 Ltd Contingent Liquor.pdf
Approved	Condition – Reporting Form	ECG 24 557	12/05	Endorsement/Amendment/Conditions	0.00	ECG 24 557 12 05 Condition Reporting.pdf

<i>SERFF Tracking Number:</i>	<i>PERR-125578883</i>	<i>State:</i>	<i>Arkansas</i>			
<i>Filing Company:</i>	<i>Employer's Fire Insurance Company</i>	<i>State Tracking Number:</i>	<i>#102005 \$50</i>			
<i>Company Tracking Number:</i>	<i>OBIC-GL-ELS-AR-08-01-F</i>					
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>			
<i>Product Name:</i>	<i>Entertainment, Leisure and Sports</i>					
<i>Project Name/Number:</i>	<i>OBIC-GL-ELS-AR-08-01-F/OBIC-GL-ELS-AR-08-01-F</i>					
Approved	Condition – Quarterly Reporting	ECG 24 558	12/05	Endorseme New nt/Amendm ent/Condi tions	0.00	ECG 24 558 12 05 Condition Qtrly Reporting.pdf
Approved	Condition – Monthly Reporting	ECG 24 559	12/05	Endorseme New nt/Amendm ent/Condi tions	0.00	ECG 24 559 12 05 Condition Monthly Reporting.pdf
Approved	Limitation Of Coverage To Designated Events For Tenant User's liability Insurance	ECG 24 560	12/05	Endorseme New nt/Amendm ent/Condi tions	0.00	ECG 24 560 12 05 Limitation Cov Desig Events TULIP.pdf
Approved	Limitation – No Stacking Of Occurrence Limits	ECG 25 511	12/05	Endorseme New nt/Amendm ent/Condi tions	0.00	ECG 25 511 12 05 Limitation No Stacking.pdf
Approved	Limits of Liability – Designated Persons Or Entities	ECG 25 515	12/05	Endorseme New nt/Amendm ent/Condi tions	0.00	ECG 25 515 12 05 Gen Aggregate Limit.pdf
Approved	General Aggregate Limit (Per Operation, Designated Event Or Premises)	ECG 25 517	12/05	Endorseme New nt/Amendm ent/Condi tions	0.00	ECG 25 517 12 05 Limits of Liab Desig Persons Entities.pdf
Approved	Motorized Golf Carts (Applicable To Personal Liability)	EDL 24 500	02/06	Endorseme New nt/Amendm ent/Condi tions	0.00	EDL 24 500 02 06 Motorized Gold Carts.pdf
Approved	Specific Contingent Liquor	PCG 556	01/07	Endorseme New nt/Amendm	0.00	PCG 556 01 07 Specific

SERFF Tracking Number: PERR-125578883 State: Arkansas  
 Filing Company: Employer's Fire Insurance Company State Tracking Number: #102005 \$50  
 Company Tracking Number: OBIC-GL-ELS-AR-08-01-F  
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
 Product Name: Entertainment, Leisure and Sports  
 Project Name/Number: OBIC-GL-ELS-AR-08-01-F/OBIC-GL-ELS-AR-08-01-F

	Liability		ent/Condi ons			Contingent Liquor.pdf
Approved	Comprehensive Personal Liability Coverage	CPL 200 05/02	Policy/CoveNew rage Form		0.00	CPL 200 0502 Comp Pers Liab.pdf



POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY  
ECG 00 528 12 05**

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

## **COVERED EVENTS AND HAZARD CLASS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART

### **SCHEDULE**

<b>EVENT DESCRIPTION</b>	<b>HAZARD CLASS</b>

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

This insurance applies to "injury", "bodily injury," "property damage," or "personal and advertising injury" arising out of "Designated Events" shown in the Schedule of this endorsement.

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

**SELF-INSURED RETENTION –  
EACH OCCURRENCE / EACH CLAIM / EACH COMMON  
CAUSE / AGGREGATE OPTIONS  
DEFENSE EXPENSES INCLUDED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART

**SCHEDULE**

<u>Coverage</u>	<u>Amount and Basis of Self-Insured Retention</u>	
Bodily Injury Liability	\$	Each Claim
	\$	Each "Occurrence"
Property Damage Liability	\$	Each Claim
	\$	Each "Occurrence"
Bodily Injury Liability and Property Damage Liability Combined	\$	Each Claim
	\$	Each "Occurrence"
Personal and Advertising Injury	\$	Each Claim
Liquor Liability	\$	Each Claim
	\$	Each Common Cause
Damage to Premises Rented to You	\$	Each Premises
Self Insured Retention Aggregate	\$	
Notification Requirement Threshold:	\$	or % of Self Insured Retention
Claims Reporting Period:		
Pre-Approved Claims Organization:		

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

- The following is added to **Section I, Coverage A Bodily Injury And Property Damage Liability, 1. Insuring Agreement** and **Coverage B Personal And Advertising Injury Liability, 1. Insuring Agreement** of the COMMERCIAL GENERAL LIABILITY COVERAGE PART and **Section I – Liquor Liability Coverage, 1. Insuring Agreement** of the LIQUOR LIABILITY COVERAGE PART:

Our obligation to pay damages or "defense expenses" and our duty to defend applies only to damages or "defense expenses" in excess of the Self Insured Retention shown in the Schedule and only after the Self Insured Retention is exhausted by your payment of damages or "defense expenses" on your own behalf or on behalf of any insured.

2. Self Insured Retention means the amount shown in the Schedule. You must pay this amount for damages or "defense expenses" on your own behalf or on behalf of any insured. Damages or "defense expenses" that you must pay on your own behalf or on behalf of any insured mean such damages or "defense expenses" to which this insurance would apply except for the Self Insured Retention.

This Self Insured Retention applies separately from and in addition to any other Self Insured Retention for which you are responsible under any other policies or insurance, including any issued by us or our affiliated companies, that apply to the same "occurrence", offense or claim.

Each Claim Basis: If an amount is shown in the Schedule for a Self Insured Retention for each claim, the Self Insured Retention applies:

- a. Under Bodily Injury Liability, to all damages because of "bodily injury" sustained by any one person as the result of any one claim.
- b. Under Property Damage Liability, to all damages because of "property damage" sustained by any one person or organization as the result of any one claim.
- c. Under Bodily Injury Liability and Property Damage Liability Combined, to the sum of all damages because of "bodily injury" liability and "property damage" sustained by any one person or organization as the result of any one claim.
- d. Under Personal and Advertising Injury liability, to all damages because of all "personal and advertising injury" sustained by any one person or organization.
- e. Under Liquor Liability, to all injuries sustained by any one person or organization.

All claims because of injury or damage to any one person or organization that result from the same "occurrence" will be considered a single claim for the purpose of determining the applicable Self Insured Retention.

Each "Occurrence" Basis: If an amount is shown in the Schedule for a Self Insured Retention for each "occurrence", the Self Insured Retention applies per "occurrence" for damages covered under **Coverage A Bodily Injury And Property Damage Liability**:

- a. Under Bodily Injury Liability, to all damages because of "bodily injury" as the result of any one "occurrence".
- b. Under Property Damage Liability, to all damages because of "property damage" as the result of any one "occurrence".
- c. Under Bodily Injury Liability and Property Damage Liability, to the sum of all damages because of "bodily injury" and "property damage" as the result of any one "occurrence".

The above Self-Insured Retention amounts apply regardless of the number of persons or organizations who sustain damages because of the "occurrence".

Each Common Cause Basis: If an amount is shown in the Schedule for a Self Insured Retention for each common cause, the Self Insured Retention applies to damages covered under the Liquor Liability Coverage Part because of all "injury" sustained by one or more persons or organizations as the result of the selling, serving or furnishing of any alcoholic beverage to any one person.

Each Premises Basis: If an amount is shown in the Schedule for a Self Insured Retention for each premises, the Self Insured Retention applies to all damages because of "property damage" to anyone premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

Aggregate Option: If an amount is shown in the Schedule for a Self Insured Retention Aggregate, that amount is the most you must pay on your own behalf or on behalf of any insured for damages, including "defense expenses", during the policy period. This amount will not be reduced because of cancellation of the policy. If the policy period is extended, a separate Self Insured Retention Aggregate amount equal to the amount shown in the schedule for the original policy period will apply for the extended policy period.

3. As used in this endorsement, "defense expenses" means payments allocated to a specific claim or "suit" for its investigation, settlement, or defense, including:
- a. Attorney fees and all other litigation expenses.
  - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. The approved Claims Organization service expenses or fees.

- e. All costs taxed against the insured in the claim or "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment you pay within the applicable Self Insured Retention.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before you have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Self Insured Retention.

"defense expenses" does not include salaries or expenses of our employees or your "employees".

- 4. You are responsible for the investigation, defense and settlement of any claim or "suit" seeking damages within the Self-Insured Retention and for the payment of all "defense Expenses" in connection therewith. You shall exercise utmost good faith, diligence and prudence to settle all claims and "suits" within the Self-Insured Retention. You are responsible for the handling of all claims, payments and expenses within the Self-Insured Retention until final closure.

We have the right to examine your claim or "suit" activities or records at any time.

- 5. We have the right, but not the duty, to participate with any insured in, or to assume in any insured's name, control over the investigation, settlement, defense or appeal of any claim or "suit" seeking damages under the policy within the Self Insured Retention. You will continue to be responsible for the payment of the applicable Self-Insured Retention regardless of our participation.

We are obligated to pay "defense expenses" only when the amount you have paid on your own behalf or on behalf of any insured for settlement, judgment or "defense expenses" arising from a claim or "suit" exceeds your Self Insured Retention.

At our request, you will pay us any portion of your Self Insured Retention that we deem reasonable for any claim or "suit". If the total amount of the judgment or settlement of that claim or "suit" and related "defense expenses" is ultimately less than the portion of your Self Insured Retention that you have paid to us, we will return to you the amount you paid us that is in excess of the ultimate cost.

- 6. If we exercise our right to assume the defense and control of any claim or "suit" from any insured, we shall obtain your written consent prior to settling any claim or "suit" within your Self Insured Retention. If you refuse to consent to our proposed settlement amount, you will be liable for any damages or related "defense expenses" that exceed our proposed settlement amount as well as for any amounts for damages or "defense expenses" that are within your Self Insured Retention.
- 7. Counsel used by any insured in the defense of any claim or "suit" must be pre-approved by us. Any insured must retain counsel if we deem it necessary for any specific claim or "suit".
- 8. If other valid and collectible insurance is available for any injury or damage to which this insurance or the Self-Insured Retention applies, this Policy will apply as excess of and will not contribute with such insurance. You are responsible for the applicable Self-Insured Retention amounts shown in the Schedule regardless of the availability of any other insurance.
- 9. Failure by the insured for any reason, including bankruptcy or insolvency, to pay any part of the Self Insured Retention shall not obligate us to make any payments or incur any costs to which this insurance would not otherwise apply.
- 10. You must contract for the services of a Claims Organization pre-approved by us to perform claims administration services. The Claims Organization contract and any changes must be pre-approved by us.
- 11. You will notify us promptly of any "occurrence", offense, claim, "suit", "injury" or damages, including those within the Self Insured Retention. You will immediately notify us of any "occurrence", offense, claim, "suit", "injury" or damages involving any of the following injuries:

- 1. Fatality;
- 2. Dismemberment or amputation;
- 3. Paraplegia or quadriplegia;
- 4. Loss or impairment of eyesight or hearing;
- 5. Brain injuries;
- 6. Burns;
- 7. Sexual assault;
- 8. Liquor Liability

For the purpose of determining when notice shall be provided, you shall assume that liability does exist and for the full amount of any claim;

- A. Immediately notify us in writing of any claim which in your reasonable judgment, taking into account past or anticipated “defense expenses” in connection with the claim, may result in payments equal to or exceeding the Notification Requirement Threshold of the applicable Self-Insured Retention shown in the Schedule above;
  - B. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with any “injury”, “occurrence”, offense, claim, “suit” or damages you are required to report to us.
  - C. Provide us with a written summary of all “injuries”, “occurrences”, offense, claims, “suits” or damages which have or may result in payments within the Self-Insured Retention per the Claims Reporting Period shown in the Schedule above. This written summary must show:
    - 1. the date of the “injury”, “occurrence”, offense, claim, “suit” or damages and
    - 2. the name(s) of the injured person(s) or identification of the damaged property, and
    - 3. a description of the injury or damage, and
    - 4. the amount paid or set aside as a reserve, including “Allocated Loss Adjustment Expenses”, resulting from the “injury”, “occurrence”, claim or “suit”.
12. We reserve the right at our sole discretion to determine if your payments for damages or “defense expenses” accrue to the Self Insured Retention.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AIRCRAFT, AUTO OR WATERCRAFT EXCLUSION AMENDMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph (2) under **Exclusion g. Aircraft, Auto or Watercraft** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by:

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

- (a) less than 51 feet in overall length while used, operated or maintained by an insured or by any person in the course of their employment by an insured; and
- (b) not being used to carry persons or property for a charge.

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

## LIMITED ABUSE OR MOLESTATION COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Coverage A – Bodily Injury:	Limits Of Insurance
Abuse Or Molestation Each Incident Limit	\$ _____
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A.** The following is added to **Section I – Coverage A – Bodily Injury And Property Damage Liability:**

**1. Insuring Agreement – Abuse Or Molestation Coverage**

**a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of "abuse or molestation injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "abuse or molestation injury" to which this insurance does not apply. We may, at our discretion, investigate any "abuse or molestation incident" and settle any claim or "suit" that may result. But:

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

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 "abuse or molestation injury" only if:

- (1) The "abuse or molestation injury" is caused by an "abuse or molestation incident" that takes place in the "coverage territory";
- (2) The first act of an "abuse or molestation incident" 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 "abuse or molestation incident" or claim, knew that the "abuse or molestation injury" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "abuse or molestation injury" occurred, then any continuation, change or resumption of such "abuse or molestation injury" during or after the policy period will be deemed to have been known prior to the policy period.

**c.** "Abuse or molestation injury" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "abuse or molestation incident" or claim, includes any continuation, change or resumption of that "abuse or molestation injury" after the end of the policy period.

**d.** "Abuse or molestation injury" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "abuse or molestation incident" or claim:

- (1) Reports all, or any part, of the "abuse or molestation injury" to us or any other insurer;

- (2) Receives a written or verbal demand or claim for damages because of the "abuse or molestation injury"; or
  - (3) Becomes aware by any other means that "abuse or molestation injury" has occurred or has begun to occur.
- e. Damages because of "abuse or molestation injury" include damages claimed by any person or organization for care or loss of services resulting at any time from the "abuse or molestation injury".

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

**2. Exclusions**

The insurance provided under this endorsement does not apply to:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured.

This exclusion does not apply to "bodily injury" resulting from:

- (1) The use of reasonable physical force to protect oneself or other persons from physical injury;
- (2) The use of reasonable physical force to protect the property of the insured or others; or
- (3) The use of reasonable physical force to restrain or remove a person whose behavior is interfering with the orderly exercise and performance of the insured's operations, functions, powers and duties, if that person has refused to comply with a request to refrain from further disruptive acts.

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

The insurance provided under this endorsement does not apply to:

**1. Bodily Injury, Property Damage, Or Personal And Advertising Injury**

- a. "Bodily injury", other than "abuse or molestation injury" to which this insurance applies;
- b. "Property damage"; or
- c. "Personal and advertising injury".

**2. Punitive Or Exemplary Damages**

Any sum awarded for punitive damages, exemplary damages, multiplied damages, fines or penalties arising out of any "abuse or molestation incident".

**3. Prior Insurance Or Prior Condition**

"Abuse or molestation injury":

- a. For which insurance is afforded under any policy with a policy period that began prior to the beginning of the policy period for this insurance, or
- b. That results from an "abuse or molestation incident" that first commenced prior to the beginning of the policy period for this insurance.

**4. Executive Person**

Damages arising out acts, errors or omissions of an "executive person" in connection with an "abuse or molestation incident", but only with respect to acts, errors or omissions that take place after the "executive person" becomes aware of the "abuse or molestation incident".

**D. The following is added to Section II – Who Is An Insured:**

**4. For the purposes of the coverage provided by this endorsement, none of the following is an insured:**

- a. The Named Insured shown in the Declarations, and any other person or organization qualifying as an insured under this policy, who participated in, knowingly allowed or directed an "abuse or molestation incident".
- b. The Named Insured shown in the Declarations, and any other person or organization qualifying as an insured under this policy, who failed to report any "abuse or molestation incident" to the proper authorities.
- c. The Named Insured shown in the Declarations, and any other person or organization qualifying as an insured under this policy, who has a prior criminal conviction for "abuse or molestation" or who has previously been held liable in a civil proceeding involving "abuse or molestation".

- d. Your “volunteer workers”, “leased workers”, “temporary workers”, or “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).
- E. The following is added to **Section III – Limits Of Insurance**:
8. Subject to Paragraphs 2. and 3. of Section III – **Limits Of Insurance** of the Commercial General Liability Coverage Part, the Abuse Or Molestation Each Incident Limit shown in the Schedule is the most we will pay for Abuse or Molestation under Coverage A because of any one “abuse or molestation incident”.
- F. The following is added to **Section IV – Commercial General Liability Conditions**:  
Any reference to an “occurrence” also applies to an “abuse or molestation incident”.
- G. For the purposes of this endorsement, the definition of “Suit” in the **Definitions** Section is replaced by the following:
1. “Suit” means a civil proceeding in which damages because of “abuse or molestation” to which this insurance applies are alleged. “Suit” includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- H. For the purposes of this endorsement, the following definitions are added to the **Definitions** Section:
1. “Abuse or molestation” means:
- a. Actual, threatened or alleged:
- (1) Assault;
- (2) Battery;
- (3) Sexual abuse; or
- (4) Molestation;
- that results in “bodily injury”; and
- b. The negligent:
- (1) Employment;
- (2) Investigation;
- (3) Supervision;
- (4) Reporting to the proper authorities, or failure to so report; or
- (5) Retention;
- of a person for whom any insured is legally responsible and whose conduct involves the actual, threatened or alleged assault, battery, sexual abuse or molestation described in Paragraph 1.a. above.
2. “Abuse or molestation incident” means an act or multiple, continuous or repeated acts of “abuse or molestation” by one person or two or more persons acting together. All acts of “abuse or molestation” by any one person, or two or more persons acting together will be deemed as one incident. The “abuse or molestation incident” will be deemed to occur when the first “abuse or molestation incident” takes place. Regardless of:
- a. The number of persons injured;
- b. The time period over which the “abuse or molestation injury” took place; or
- c. The number of such acts.
- All “abuse or molestation incidents” by one person, or two or more persons acting together will be considered one “abuse or molestation incident”.
3. “Abuse or molestation injury” means bodily injury, sickness, disease, mental injury, mental anguish, shock or fright sustained by a person, including death resulting from any of these at any time, as a result of an “abuse or molestation incident”.
4. “Executive person” means:
- a. You and your spouse, if you are designated in the Declarations as an individual;

- b.** Your members, your partners, and their spouses, if you are designated in the Declarations as a partnership or joint venture;
- c.** Your members and managers, if you are designated in the Declarations a limited liability company;
- d.** Your trustees, if you are designated in the Declarations as a trust;
- e.** Your “executive officers”, directors, and managerial employees, if you are designated in the Declarations as an organization other than a partnership, joint venture, limited liability company, or trust.

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

## LIMITED ABUSE OR MOLESTATION COVERAGE (SUBLIMIT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Coverage A – Bodily Injury:	Limits Of Insurance
Abuse Or Molestation Aggregate Limit	\$ _____
Abuse Or Molestation Each Incident Limit	\$ _____

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

**A.** The following is added to **Section I – Coverage A – Bodily Injury And Property Damage Liability:**

**1. Insuring Agreement – Abuse Or Molestation Coverage**

**a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of "abuse or molestation injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "abuse or molestation injury" to which this insurance does not apply. We may, at our discretion, investigate any "abuse or molestation incident" and settle any claim or "suit" that may result. But:

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

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 "abuse or molestation injury" only if:

- (1) The "abuse or molestation injury" is caused by an "abuse or molestation incident" that takes place in the "coverage territory";
- (2) The first act of an "abuse or molestation incident" 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 "abuse or molestation incident" or claim, knew that the "abuse or molestation injury" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "abuse or molestation injury" occurred, then any continuation, change or resumption of such "abuse or molestation injury" during or after the policy period will be deemed to have been known prior to the policy period.

**c.** "Abuse or molestation injury" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "abuse or molestation incident" or claim, includes any continuation, change or resumption of that "abuse or molestation injury" after the end of the policy period.

- d. "Abuse or molestation injury" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "abuse or molestation incident" or claim:
    - (1) Reports all, or any part, of the "abuse or molestation injury" to us or any other insurer;
    - (2) Receives a written or verbal demand or claim for damages because of the "abuse or molestation injury"; or
    - (3) Becomes aware by any other means that "abuse or molestation injury" has occurred or has begun to occur.
  - e. Damages because of "abuse or molestation injury" include damages claimed by any person or organization for care or loss of services resulting at any time from the "abuse or molestation injury".
- B. Exclusion a. under Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:**
- 2. Exclusions**
- The insurance provided under this endorsement does not apply to:
- a. Expected Or Intended Injury**  
 "Bodily injury" or "property damage" expected or intended from the standpoint of the insured.  
 This exclusion does not apply to "bodily injury" resulting from:
    - (1) The use of reasonable physical force to protect oneself or other persons from physical injury;
    - (2) The use of reasonable physical force to protect the property of the insured or others; or
    - (3) The use of reasonable physical force to restrain or remove a person whose behavior is interfering with the orderly exercise and performance of the insured's operations, functions, powers and duties, if that person has refused to comply with a request to refrain from further disruptive acts.
- C. The following exclusions are added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**
- The insurance provided under this endorsement does not apply to:
- 1. Bodily Injury, Property Damage, Or Personal And Advertising Injury**
    - a. "Bodily injury", other than "abuse or molestation injury" to which this insurance applies;
    - b. "Property damage"; or
    - c. "Personal and advertising injury".
  - 2. Punitive Or Exemplary Damages**  
 Any sum awarded for punitive damages, exemplary damages, multiplied damages, fines or penalties arising out of any "abuse or molestation incident".
  - 3. Prior Insurance Or Prior Condition**  
 "Abuse or molestation injury":
    - a. For which insurance is afforded under any policy with a policy period that began prior to the beginning of the policy period for this insurance, or
    - b. That results from a "abuse or molestation incident" that first commenced prior to the beginning of the policy period for this insurance.
  - 4. Executive Person**  
 Damages arising out acts, errors or omissions of an "executive person" in connection with an "abuse or molestation incident", but only with respect to acts, errors or omissions that take place after the "executive person" becomes aware of the "abuse or molestation incident".
- D. The following is added to Section II – Who Is An Insured:**
- 4. For the purposes of the coverage provided by this endorsement, none of the following is an insured:**
    - a. The Named Insured shown in the Declarations, and any other person or organization qualifying as an insured under this policy, who participated in, knowingly allowed or directed an "abuse or molestation incident".

- b. The Named Insured shown in the Declarations, and any other person or organization qualifying as an insured under this policy, who failed to report any “abuse or molestation incident” to the proper authorities.
  - c. The Named Insured shown in the Declarations, and any other person or organization qualifying as an insured under this policy, who has a prior criminal conviction for “abuse or molestation” or who has previously been held liable in a civil proceeding involving “abuse or molestation”.
  - d. Your “volunteer workers”, “leased workers”, “temporary workers” or “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).
- E. The following is added to Section III – Limits Of Insurance:**
- 8. Subject to Paragraphs 2. and 3. of **Section III – Limits Of Insurance** of the Commercial General Liability Coverage Form and to the Abuse Or Molestation Aggregate Limit, the Abuse Or Molestation Each Incident Limit shown in the Schedule is the most we will pay for Abuse or Molestation under Coverage A because of any one “abuse or molestation incident”.
  - 9. Subject to Paragraphs 2. and 3. of **Section III – Limits Of Insurance** of the Commercial General Liability Coverage Form, the Abuse Or Molestation Aggregate Limit of Insurance shown in the Schedule is the most we will pay under Coverage A for all damages because of “abuse or molestation injury”.
- F. The following is added to Section IV – Commercial General Liability Conditions:**  
Any reference to an “occurrence” also applies to an “abuse or molestation incident”.
- G. For the purposes of this endorsement, the definition of “Suit” in the Definitions Section is replaced by the following:**
- 1. “Suit” means a civil proceeding in which damages because of “abuse or molestation” to which this insurance applies are alleged. “Suit” includes:
    - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
    - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- H. For the purposes of this endorsement, the following definitions are added to the Definitions Section:**
- 1. “Abuse or molestation” means:
    - a. Actual, threatened or alleged:
      - (1) Assault;
      - (2) Battery;
      - (3) Sexual abuse; or
      - (4) Molestation;
 that results in “bodily injury”; and
    - b. The negligent:
      - (1) Employment;
      - (2) Investigation;
      - (3) Supervision;
      - (4) Reporting to the proper authorities, or failure to so report; or
      - (5) Retention;
 of a person for whom any insured is legally responsible and whose conduct involves the actual, threatened or alleged assault, battery, sexual abuse or molestation described in Paragraph 1.a. above.
  - 2. “Abuse or molestation incident” means an act or multiple, continuous or repeated acts of “abuse or molestation” by one person or two or more persons acting together. All acts of “abuse or molestation” by any one person, or two or more persons acting together will be deemed as one incident. The “abuse or molestation incident” will be deemed to occur when the first “abuse or molestation incident” takes place. Regardless of:
    - a. The number of persons injured;

- b.** The time period over which the “abuse or molestation injury” took place; or
- c.** The number of such acts.

All “abuse or molestation incidents” by one person, or two or more persons acting together will be considered one “abuse or molestation incident”.

- 3.** “Abuse or molestation injury” means bodily injury, sickness, disease, mental injury, mental anguish, shock or fright sustained by a person, including death resulting from any of these at any time, as a result of an “abuse or molestation incident”.
- 4.** “Executive person” means:
  - a.** You and your spouse, if you are designated in the Declarations as an individual;
  - b.** Your members, your partners, and their spouses, if you are designated in the Declarations as a partnership or joint venture;
  - c.** Your members and managers, if you are designated in the Declarations a limited liability company;
  - d.** Your trustees, if you are designated in the Declarations as a trust;
  - e.** Your “executive officers”, directors, and managerial employees, if you are designated in the Declarations as an organization other than a partnership, joint venture, limited liability company, or trust.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**ERRORS AND OMISSIONS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE OF INSURED ACTIVITIES**

<b>INSURED ACTIVITIES</b>	

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

**SCHEDULE OF ERRORS AND OMISSIONS ADDITIONAL INSUREDS**

<b>ADDITIONAL INSUREDS</b>	<b>ACTIVITIES</b>

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

**ERRORS AND OMISSIONS LIMITS OF INSURANCE**

<b>ERRORS AND OMISSIONS AGGREGATE LIMIT</b>	\$ aggregate
<b>ERRORS AND OMISSIONS EACH EVENT OR PROJECT LIMITS</b>	\$ per
	\$ per

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

**A. COVERAGE:** The following is added to **Section I – Coverages:**

**COVERAGE – ERRORS AND OMISSIONS LIABILITY**

**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of injury to which this insurance applies. 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 act, error or omission and settle any claim or "suit" that may result. But:
  - (1) The amount we will pay for damages is limited as described in Paragraph **D.** of this endorsement and Section **III – Limits Of Insurance** of the Commercial General Liability Coverage Part; and
  - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.
- b. This insurance applies to injury only if:
  - (1) The injury is caused by an act, error or omission;
  - (2) The act, error or omission is committed in the "insured activities" and takes place in the "coverage territory"; and
  - (3) The act, error or omission occurs during the policy period.
- c. All acts, errors or omissions that are related, connected or part of a series and any continuation or resumption of an act, error or omission will be considered one act, error or omission and will be considered to have occurred on the earliest date any of those acts, errors or omissions occurred.

**2. Exclusions**

This insurance does not apply to:

**a. Dishonest, Fraudulent, Criminal Or Malicious Act Or Intentional Injury**

Damages or injury arising out of any

- (1) Insured's act, error or omission;
- (2) Act, error or omission committed at the direction of any insured;

that is dishonest, fraudulent, criminal, malicious, a willful or reckless violation of any statute, or intended to cause injury.

**b. Violation Of Laws And Administrative Or Regulatory Actions**

(1) Damages or injury arising out of any violation of:

- (a) The Securities Act of 1933 and as amended;
- (b) The Securities Exchange Act of 1934 and as amended;
- (c) The Investment Act of 1940 and as amended;
- (d) Any state blue sky or securities law;
- (e) Any similar state or federal law; or
- (f) Any order, ruling, or regulation issued pursuant to the above laws;

(2) Damages or injury arising out of intentional, willful, or deliberate non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental or public agency or body;

(3) Damages or injury based upon, as a consequence of or arising out of discrimination by any insured on the basis of age, color, race, sex, creed, national origin, marital status, physical disability, handicap, or sexual preference.

(4) Damages or injury to:

- (a) A person arising out of any:
  - (i) Refusal to employ that person;
  - (ii) Termination of that person's employment; or

(iii) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

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

This exclusion (4) applies:

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

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

**c. ERISA And Acts Related To Investment Funds**

Damages or injury:

(1) Related to any pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts;

(2) Arising out of any infringement or violation of any provisions of the Employee Retirement Income Security Act of 1974, or any amendment, regulation, ruling or order issued pursuant to the Act or any similar provisions of any federal, state or local law.

**d. Injury When Coverages A Or B Apply**

Damages or injury if Coverage A Bodily Injury And Property Damage Liability or Coverage B Personal And Advertising Injury Liability applies to any portion of such damage or injury or would apply if such injury or offense had occurred during this policy period.

**e. Bodily Injury Or Personal And Advertising Injury**

Damages or injury that is, or arises out of, "bodily injury", mental injury or "personal and advertising injury".

**f. Property Damage**

Damages or injury that is, or arises out of, physical injury to tangible property, including all resulting loss of use of that property.

**g. Loss Of Use Of Tangible Property Not Physically Injured When Coverage A Applies**

Damages or injury resulting from or arising out of loss of use of tangible property that is not physically injured if Coverage A Bodily Injury And Property Damage Liability applies to any portion of such injury or damage or would apply if such injury had occurred during this policy period.

**h. Electronic Data**

Damages or injury arising out of the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**i. Intellectual Property**

Damages or injury arising out of any infringement or violation of:

(1) Copyright, patent, trademark, service mark, trade name, trade dress, trade secret or other intellectual property rights or laws;

(2) Unfair competition, piracy or similar laws or regulations; or

(3) Antitrust laws or regulations.

**j. Contractual Liability**

Injury for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

**k. Contracts, Warranties Or Guarantees**

Damages or injury resulting from or arising out of breach of contract, warranty or guarantee.

**I. Injury To Employees And Other Workers**

Damages or injury to any “employee” of an insured, or to any “temporary worker”, “volunteer worker”, or to an “employee” of an independent contractor working for an insured, or to any obligation of an insured to compensate another because of damages arising out of such injury or harm.

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.

**m. Workers' Compensation And Similar Laws**

Any obligation of any insured under a worker’s compensation, disability benefits or unemployment compensation law or any similar law.

**n. Pollution, Organic Pathogen Or Fungi**

(1) Damages or injury which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape, growth or existence of “pollutants”, “organic pathogen” or “fungi” at any time.

(2) Any loss, cost or expense arising out of any:

- a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants”, “organic pathogen” or “fungi”; or
- b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, “pollutants”, “organic pathogen” or “fungi”.

As used in this exclusion, “fungi” means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi; and “organic pathogen” means any bacteria or virus.

**o. Lead, Asbestos Or Silica**

(1) Damages or injury which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape, growth or existence of lead, asbestos or silica in any manner or form at any time.

(2) Any loss, cost or expense arising out of any:

- a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead, asbestos or silica; or
- b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, lead, asbestos or silica.

**p. Nuclear**

(1) Damages or injury resulting from or arising out of any:

- a. Nuclear radiation, reaction or energy;
- b. Hazardous materials used for or resulting from a nuclear reaction or the production of nuclear energy; or
- c. Radioactive materials.

(2) Any loss, cost or expense arising out of any:

- a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, the materials or processes described in (1) above; or
- b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, the materials or processes described in (1) above.

**q. Aircraft, Auto, Watercraft Or Mobile Equipment**

Damages or injury arising out of the ownership, maintenance, use, entrustment to others, or transportation of any aircraft, "auto", watercraft or "mobile equipment" owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the damages or injury involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto", watercraft or "mobile equipment" that is owned or operated by or rented or loaned to any insured.

**r. War**

Damages or injury, however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**s. Money And Securities**

Damages or injury resulting from or because of any loss of money, bank accounts or deposits, notes, securities or other financial instruments in the care, custody or control of any insured or for which any insured is responsible.

**t. Recall Of Products, Work Or Impaired Property**

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

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

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

**u. Insured Versus Insured**

Any claim or demand for damages made by an insured against any entity:

- (1) Which is operated, managed or controlled by any insured;
- (2) In which the insured has a collective ownership interest in excess of 50%;
- (3) In which any insured is an officer or director;
- (4) Which wholly or partly owns, operates or manages any insured; or
- (5) Which is an insured.

**v. Fines And Penalties**

Punitive damages, exemplary damages, multiplied damages, fines or penalties.

**w. Insurance And Financial Services**

(1) Damages or injury that results from any act, error or omission in:

- (a) Advising with respect to, or interpreting;
- (b) Requiring or failing to require; or
- (c) Failing to obtain or maintain;

Any form of insurance, suretyship or bond, either with respect to you or any other entity; or

(2) Damages or injury that results from any act, error or omission in providing or failing to provide any financial, accounting or billing services or any similar or related services.

**x. Event Cancellation**

Damages or injury arising out of the cancellation, interruption, postponement, rescheduling or curtailment of any event, production or project.

**B. SUPPLEMENTARY PAYMENTS:** For the purposes of the coverage provided by this endorsement:

1. All references to Supplementary Payments – Coverages **A** and **B** will include reference to Coverage – **Errors And Omissions Liability**.
2. Bail bond and indemnitee defense Paragraphs **1.b.** and **2.** of the Supplementary Payments provision do not apply.

**C. WHO IS AN INSURED:** For the purposes of the coverage provided by this endorsement:

1. Paragraphs **2.** and **3.** of **Section II – Who Is An Insured** are deleted.
2. **Section II – Who Is An Insured** is amended to include as an additional insured the persons or organizations shown in the Schedule Of Errors And Omissions Additional Insureds, but only with respect to liability for injury:
  - a. Caused, in whole or in part, by your acts, errors or omissions or the acts, errors or omissions of those acting on your behalf in the performance of your “insured activities”; or
  - b. Arising out of the acts, errors or omissions by the additional insured committed in the activities described in the Schedule Of Additional Insureds, but only to the extent such acts, errors or omissions are committed in the “insured activities”.
3. Any additional insureds that are added by endorsement to this policy are not additional insureds for this **Errors And Omissions** Coverage unless such endorsement specifies that the entity is an additional insured for **Errors And Omissions** Coverage.

**D. LIMITS OF INSURANCE:** The following is added to **Section III – Limits Of Insurance**:

1. The following is added to Paragraph **2.** of **Section III – Limits Of Insurance**:
  - a. The General Aggregate Limit described in **Section III – Limits Of Insurance** will also include and be reduced by any payments we make for damages under this **Errors And Omissions** Coverage.
2. If any endorsement to this policy amends how the General Aggregate Limit applies or replaces the General Aggregate Limit with another Limit, the General Aggregate Limit or its replacement Limit will still include and be reduced by any payments we make for damages under this **Errors And Omissions** Coverage, regardless of any language to the contrary in such endorsement, unless such endorsement specifically states that such Limit is not reduced by payments we make for damages under this **Errors And Omissions** Coverage.
3. Subject to the General Aggregate Limit, the Errors And Omissions Aggregate Limit is the most we will pay for the sum of all damages under **Errors And Omissions** Coverage.
4. Subject to the Errors And Omissions Aggregate Limit, the Errors And Omissions Each Event Or Project Limit is the most we will pay under **Errors And Omissions** Coverage for the sum of all damages because of injury arising out of each event or project designated in the Schedule Of Errors And Omissions Limits.

**E. CONDITIONS:** For the purposes of the coverage provided by this endorsement:

1. All references to “occurrence” in Duties Condition **2.** of **Section IV – Commercial General Liability Conditions** Supplementary Payments – Coverages **A** and **B** will include acts, errors or omissions.
2. Condition **4.** of **Section IV – Commercial General Liability Conditions** is replaced by the following:
  4. **Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this **Errors And Omissions** Coverage, our obligations are limited as follows:

**a. Excess Insurance**

This insurance is excess over any other applicable insurance, whether or not such insurance is stated to be primary, excess, catastrophe, umbrella, contingent or on any other basis.

When this insurance is excess over other insurance, we will have no duty to defend the insured against any "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

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

**b. Method of Sharing**

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

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**F. DEFINITIONS:** For the purposes of the coverage provided by this endorsement:

1. "Insured activities" means the activities, projects or events as described in the Schedule Of Insured Activities.
2. "Suit" means a civil proceeding in which damages because of an injury to which this insurance applies are alleged. "Suit" includes:
  - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# BARBERS AND BEAUTICIANS PROFESSIONAL LIABILITY COVERAGE - DESIGNATED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Coverage A – Bodily Injury And Property Damage:	Limits Of Insurance
Barbers and Beauticians Professional Liability Annual Aggregate Limit	\$ _____
Barbers and Beauticians Professional Liability Each Occurrence Limit	\$ _____
Deductible Amount	\$ _____ each occurrence
<b>Designated Covered Operations:</b>	
<input type="checkbox"/> <b>Hair Straightening</b> If an "X" is entered in this box, Exclusion <b>B.5.c. Hair Straightening</b> does not apply. .	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. The following is added to Paragraph 1., **Insuring Agreement of Section I – COVERAGE A – Bodily Injury and Property Damage Liability:**
  - 1. **Insuring Agreement – Barbers And Beauticians Professional Liability**  
 “Bodily injury” or “property damage” arising out of “professional care services” as a barber or beautician shall be deemed to be caused by an “occurrence”. “Professional care services” means the rendering or failure to render professional care services in the conduct of your business as a Licensed Barber or Beautician shown in the Schedule.
- B. The insurance provided by this **Barbers and Beauticians Professional Liability Coverage** does not apply to:
  - 1. **Criminal Acts**  
 Liability arising out of a criminal act, including but not limited to sexual abuse or molestation or fraud committed by an insured or any person for whom the insured is legally liable.
  - 2. **Underage Employee**  
 “Bodily injury” or “property damage” caused by any person who is not old enough to be legally employed.
  - 3. **Contractual Liability**  
 “Bodily injury” or “property damage” for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
  - 4. **Beauty School**  
 “Bodily injury” or “property damage” arising out of your operation of a beauty school.

**5. Specified Services**

“Bodily injury” or “property damage” arising out of:

**a. Services Prohibited by Law**

Any service or preparation prohibited by law. This exclusion does not apply to any failure to perform a skin test for any product or service.

**b. Flammable Articles**

The use of any flammable dry shampoo, or by the burning or explosion of combs or any flammable articles other than hard rubber combs.

**c. Hair Straightening**

Any hair straightening method or preparation, unless the Schedule indicates that this Exclusion does not apply.

**d. Foot Care**

Any foot care other than pedicure.

**e. Cosmetic Surgery**

Face-lifting, face peeling, plastic surgery, the removal of warts, moles or growths or any attempts at these activities.

**f. Hair Removal**

Electrolysis or any equipment using X-rays or electrical rays for hair removal.

**g. Sunlamps**

Sunlamps or similar appliances.

**h. Baths**

Electrical, heat or steam baths.

**i. Massage**

A body massage (other than a facial massage).

**j. Related Services**

Any service, treatment, advice or instruction relating to physical fitness, slenderizing or reducing, including service, treatment, advice or instruction in connection with diet, cardio-vascular fitness, body building or physical training programs.

**C. The following is added to Exclusion b. of Paragraph 2., Exclusions under Section I – COVERAGE A – Bodily Injury and Property Damage Liability:**

Exclusion **b. Contractual Liability** does not apply to that part of any contract or agreement under which the insured assumes liability for “professional care services” to which this Barbers and Beauticians Professional Liability Coverage applies.

**D. The following exclusion is added to Paragraph 2., Exclusions under Section I – COVERAGE A – Bodily Injury and Property Damage Liability:**

This insurance does not apply to:

**1. Professional Services**

“Bodily injury” or “property damage” arising out of the rendering or failure to render any professional service, other than “bodily injury” or “property damage” arising out of the “professional care services” to which this **Barbers and Beauticians Professional Liability Coverage** applies.

**E. Paragraph 2.a.(1)(d) under Section II – Who Is an Insured is deleted and the following new Paragraph 2.a.(3) is added:**

However, none of these “employees” and “volunteer workers” is an insured for:

**(3)** “Bodily injury”, “property damage” or “personal and advertising injury” arising out of his or her providing professional services, other than “bodily injury” or “property damage” arising out of the “professional care services” to which this **Barbers and Beauticians Professional Liability Coverage** applies.

**F. Paragraph 2. of Section III – Limits of Insurance 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**;



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - SPORTS TRAINERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

<p><b>Minimum Required Limits of Insurance</b></p>
--

(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 Sports Trainer(s) working on your behalf as a "trainer" while acting within the scope of their duties for you as such and from whom you have obtained current certificates of insurance for in-force Professional Liability policies. The certificates must evidence:

- 1) Limits of at least the amounts shown in the Schedule above; and
- 2) Insurance with an insurance company that is A.M. Best rated A- VII or better as of the effective date of this insurance.

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.

As respects this endorsement, the '**Other Insurance**' condition in **Section IV – Commercial General Liability Conditions** is deleted and replaced with the following:

This insurance is excess over, and shall not contribute with, any other insurance, whether or not such other insurance is stated to be primary, excess, contingent, catastrophe, umbrella or on any other basis.

We will have no duty under Coverage **A Bodily Injury And Property Damage Liability** or coverage **B Personal And Advertising Injury Liability** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against those other insurers.

Under this excess insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all such other insurance.

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY  
ECG 20 530 12 05**

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

## **ADDITIONAL INSURED - NASCAR**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to the policy:

In the event of cancellation or reduction of coverage 60 days prior notice shall be given to:

SECTION II – WHO IS AN INSURED is amended to include the following as additional insured:

NATIONAL ASSOCIATION FOR STOCK CAR RACING, INC., ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OFFICIALS AND MEMBERS, ALL DRIVERS, CAR OWNERS, CAR SPONSORS, AND MECHANICS, ALL SPONSORS FOR THE EVENT OR THE SERIES OF WHICH THE EVENT IS A PART, but only with respect to liability arising out of your premises or Operations performed by you or on your behalf in connection with a NASCAR sanctioned “covered program”.

Coverage under this policy is primary regardless of any other insurance maintained by the additional insureds listed on this endorsement.

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

**ABSOLUTE ASBESTOS EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” involving or arising out of, directly or indirectly, asbestos, in any manner or form.

This exclusion includes, but is not limited to, claims or “suits” concerning exposure or alleged exposure to asbestos, as well as claims or “suits” concerning the incorporation, presence, or removal of asbestos in any building, structure, or product.

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

## **ABSOLUTE LEAD EXCLUSION**

This endorsement modifies insurance provided under the following:

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

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the existence or control of the hazardous properties of lead, irrespective of the form or source of such lead.

This exclusion applies, but is not limited to the following:

1. To liability assumed under any contract or agreement;
2. To any obligation to pay or indemnify any person, organization, or governmental agency for any portion of the injury, damage, or expense; and
3. To any supervision, instructions, recommendations, requests, warranties or representations (expressed or implied), warnings, or advice given or which should have been given regarding the existence or control of the lead.

When used in this exclusion:

- I. “Control” includes, but is not limited to testing, monitoring, abatement, clean-up, removal, containment, treatment, or disposal.
- II. “Form” means anything containing lead, including, but not limited to air, water, earth, dust, paint, plumbing solder, and pipes and fixtures.

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

## **CROSS LIABILITY EXCLUSION**

This endorsement modifies insurance provided under the following:

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

This insurance does not apply to any claim made or "suit" brought by or on behalf of your parent corporation, a subsidiary of your parent corporation or your subsidiary. This insurance also does not apply to any claim made or "suit" brought by or on behalf of any insured covered hereunder against any other insured covered by this policy.

This exclusion does not apply to a person or organization who would not be an insured under this policy except for an endorsement to this policy adding them as an additional insured.

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

## **EXCLUSION – PUNITIVE DAMAGES, FINES AND PENALTIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to punitive damages, exemplary damages, multiplied damages, fines or penalties.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – DESIGNATED ACTIVITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

<b>Description Of Designated Activities:</b>
<b>Specified Location (If Applicable):</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of the activities described in the Schedule of this endorsement, regardless of whether such activities are conducted by you or on your behalf or whether the activities are conducted for you or for others.

Unless a “location” is specified in the Schedule, this exclusion applies regardless of where such activities 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 activities conducted at that “location”.

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **EXCLUSION – PERSONAL AND ADVERTISING INJURY LIABILITY - ENTERTAINMENT INDUSTRY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This policy does not apply to:

“Personal and advertising Injury” arising out of the development, creation, pre-production, production, post-production, distribution, exploitation, writing, broadcasting, airing, performing or exhibition of films, television/cable programs, radio programs, stage plays, video/audio cassettes, music, sheet music, computer programs, books or other similar materials, and properties; or to any advertising or broadcasting activities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **EXCLUSION - FIREWORKS WITH EXCEPTION FOR CONCUSSION EFFECTS, FLASHPOTS AND SMOKEPOTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

This exclusion does not apply to any "concussion effect", "flashpot" or "smokepot" that is induced electrically in a cylinder with no projectile, wadding or wrapping and is used to create visual effects and/or an explosive noise.

- B.** For the purpose of this endorsement, the following definitions apply:

1. "Concussion effect" means an effect intended to produce a loud noise and a violent jarring shock for dramatic effect.
2. "Flashpot" means a device containing flashpowder and intended to produce a flash of light and capable of directing the flash in an upward direction.
3. "Smokepot" is a pyrotechnic device used to create smoke.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# EXCLUSION – GO-KART OPERATIONS (WITH EXCEPTION FOR DESIGNATED OPERATIONS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Designated Covered Go-Kart Operations:

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

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

**Go-Kart Operations**

This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of go-kart operations.

However, this exclusion does not apply to designated go-kart operations shown in the Schedule of this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – THROWING, KICKING OR PROJECTING OF OBJECTS OR PERSONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of throwing, kicking or projecting any object by an insured or any member of an insured band during a performance, including but not limited to any performer throwing objects, himself, herself, or another person.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION - PROMOTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of self-promotion or the promoting of others, including but not limited to the organization of any concerts, events, shows or performances.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION - CRANES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

- B. As used in this endorsement, “crane” means a machine for hoisting and moving heavy objects by means of cables attached to a movable boom.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION - SPORT, ATHLETIC, EVENT, EXHIBITION OR PERFORMANCE PARTICIPANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

- a. Trying out for;
  - b. Practicing for;
  - c. Rehearsing for; or
  - d. Participating in
- any production, exhibition, performance, sport, event or athletic activity.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDMENT – EXPECTED OR INTENDED INJURY EXCLUSION - ASSAULT OR BATTERY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

**a. Expected Or Intended Injury**

“Bodily Injury” or “Property damage” expected or intended from the standpoint of an insured, including, but not limited to;

**(1)** “assault or battery”; and

**(2)** use of reasonable force to protect persons or property.

- B. For the purposes of this endorsement, the following definition is added to the **Definitions** Section:

“Assault or battery” means assault or battery committed by or on behalf of an insured or intentional force used by or on behalf of an insured.

Policy Number:

COMMERCIAL GENERAL LIABILITY  
ECG 21 635 12 05

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

## **EXCLUSION - NON-PERFORMING ANIMALS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to “bodily injury” or “property damage” arising out of animals that are not performing or are not intended to perform at an event sponsored by an insured.

Policy Number:

COMMERCIAL GENERAL LIABILITY  
ECG 21 636 12 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION - COMMUNICABLE DISEASES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to “bodily injury,” “property damage,” “personal and advertising injury” or medical payments arising out of the transmission of any communicable diseases by an insured.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
ECG 21 637 12 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TOTAL PROFESSIONAL LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to the rendering of or failure to render any professional service.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## TOTAL EXCLUSION – WATERCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

**g. Aircraft, Auto Or Watercraft**

**(2)** This exclusion does not apply to:

- (a)** Parking an “auto” on, or on the ways next to, premises you own or rent, provided the “auto” is not owned by or rented or loaned to you or the insured;
- (b)** Liability assumed under any “insured contract” for the ownership, maintenance or use of aircraft; or
- (c)** “Bodily injury” or “property damage” arising out of:
  - (i)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition or “mobile equipment” if it were not subject to a compulsory or financial responsibility law in the state where it is licensed or principally garaged; or
  - (ii)** The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of “mobile equipment”.

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

**Aircraft, Auto Or Watercraft**

This Insurance does not apply to “personal and advertising injury” arising out of the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and “loading or unloading”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONTRACTUAL LIABILITY LIMITATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Designated Covered Contract(s):**

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

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

#### **b. Contractual Liability**

“Bodily injury” or “property damage” for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an “insured contract”, provided that:
  - (a) The contract is designated in the Schedule above; and
  - (b) The “bodily injury” or “property damage” occurs subsequent to the execution of the contract or agreement.

Solely for the purposes of liability assumed in an “insured contract”, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of “bodily injury” or “property damage”, provided that:

- (i) Liability to such party for, or for the cost of, that party’s defense has also been assumed in the same “insured contract”; and
- (ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – MEDICAL PAYMENTS FOR VOLUNTEER WORKERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph **2.a. Exclusions** of **Section I – Coverage C – Medical Payments** is replaced by the following:

We will not pay expenses for “bodily injury”:

**a. Any Insured**

To any insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – DAMAGE TO PREMISES RENTED TO YOU FOR SEVEN OR FEWER CONSECUTIVE DAYS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

#### **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.

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.

Paragraph (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”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# LIMITATION OF COVERAGE TO DESIGNATED EVENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART

Schedule

Designated Covered Event	Coverage Term

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

1. This policy applies only to "injury", "bodily injury," "property damage," or "personal and advertising injury" arising out of event(s) designated in the Schedule above or added by endorsement.
2. As respects this endorsement, the Limits of Insurance shown in the Declaration will apply separately to each designated event shown in the Schedule above or added by endorsement.
3. Premiums due must be reported on the next periodic Reporting Form.
4. As respects this endorsement, the '**Other Insurance**' condition in **Section IV – Commercial General Liability Conditions** is deleted and replaced with the following:  
 This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis.  
 We will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against those other insurers.  
 Under this excess insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
  - (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (2) The total of all deductible and self-insured amounts under all that other insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDMENT OF AIRCRAFT, AUTO OR WATERCRAFT EXCLUSION – NON-OWNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion **g.** under Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to an aircraft you do not own that is being used as a theatrical prop or part of a set as a non-functional craft.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDMENT OF EMPLOYEE DEFINITION (TEMPORARY EMPLOYEE)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The definition of "Employee" in the **Definitions** Section is deleted and replaced by the following:

"Employee" includes a "leased worker" or a "temporary worker".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# LIMITATION OF COVERAGE TO SPECIFICALLY DESIGNATED EVENTS OR PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

	Minimum Primary Limits Of Insurance	
General Aggregate Limit	\$ _____	
Products-Completed Operations Aggregate Limit	\$ _____	
Personal and Advertising Injury Limit	\$ _____	
Each Occurrence Limit	\$ _____	
Damage To Premises Rented To You Limit	\$ _____	Any One Premises
Medical Expenses Limit	\$ _____	Any One Person
<b>Designated Covered Event(s) or Premises:</b>		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

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

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of operations connected with the designated events or premises shown in the Schedule above unless:

1. You are named as an Additional Insured under a policy of insurance provided by the primary insurer of the designated event or premises shown in the Schedule; and
2. The primary policy provides limits of insurance of not less than the minimum limits designated in the Schedule; and
3. The primary insurer is AM Best Rated A- VII or better as of the effective date of the document provided to you naming you as an additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# DESIGNATED ANIMALS IN YOUR CARE, CUSTODY OR CONTROL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

## SCHEDULE

Per Animal Limit of Liability \$ _____
Designated Animal(s):
Designated Premises (If Applicable):
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

Paragraph (4) of this exclusion does not apply to animals designated in the Schedule of this endorsement that are:

1. Not owned by you; and
2. In your care, custody or control for the purpose of boarding, training or breeding while on the premises designated in the Schedule. If no designated premises is shown in the Schedule, the premises shown on the Declarations Page applies.

**B. Coverage provided under this endorsement does not apply to:**

1. Loss of any animal owned, leased or loaned by you;
2. Liability assumed by you under any contract or agreement;
3. Loss or damage arising out of any dishonest or malicious act or willful injury on the part of:
  - a. You, your “employees”, or your servants;

- b. Any other party of interest; or
- c. Others to whom the property is entrusted;
4. Loss of any animal used for any purpose that the owner did not intend during the period of boarding, training or breeding;
5. Seizure or destruction under:
  - a. Quarantine;
  - b. Customs regulations;
  - c. Confiscation of contraband; or
  - d. Illegal transportation or trade.

**C. The following is added to Section III – Limits Of Insurance:**

1. Subject to Paragraph 5 of Section III – Limits Of Insurance, the Per Animal Limit of Liability shown in the Schedule is the most we will pay under Coverage A because of “property damage” to any one animal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – MOTOR RACING TEAMS OR RACING SERIES (WITH EXCEPTION FOR DESIGNATED MOTOR RACING TEAMS OR RACING SERIES)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Designated Covered Motor Racing Team (if applicable):

Designated Covered Motor Racing Series (if applicable):

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

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

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

1. The ownership, maintenance or use of a "motor racing venue", including operations on those premises or elsewhere which are necessary or incidental to the ownership, maintenance or use of those premises.
2. The liability of any insured acting as a "motor racing promoter", "sanctioning body" or "association".
3. The following operations, regardless of whether such operations are conducted by you on your behalf or whether the operations are conducted for yourself or for others:
  - a. A "motor racing team"; and
  - b. A "motor racing driver".

This exclusion does not apply to "motor racing team(s)" or racing series shown in the Schedule of this endorsement.

- B. For the purpose of this endorsement, the following definitions are added to the **Definitions** Section:
1. "Association" means any formal motor racing organization that works for the promotion or improvement of the sport.
  2. "Competition vehicle" is a land vehicle not licensed for use on public roads that is built for the specific purpose of racing competition or performance.
  3. "Motor Racing Driver/Rider" means an individual contracted or employed to drive a "motor racing vehicle".

4. "Motor racing event" means the usual activities associated with a race that has been declared under this policy and for which premium has been paid, including set up, supervised practice, time trials, tuning, testing, heat races, semi-features, featured races, preliminaries, finals and tear down.
5. "Motor Racing Promoter" means any person or organization that assumes the financial responsibilities of promoting a "motor racing event", including but not limited to contracting with the principals, renting the site, or advertising the event.
6. "Motor Racing Team" means a group of persons contracted or employed by the owner of a team or teams to work as a driver, mechanic or pit crew member for a "motor racing vehicle".
7. "Motor Racing Venue" means any venue that is used as a location for a "motor racing event".
8. "Sanctioning Body" means any entity responsible for regulating "competition vehicles", "motor racing drivers" and "motor racing teams", providing officials, and administering the prize payments, in exchange for fees from the operators of the "motor racing venue".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MOBILE EQUIPMENT – LIMITED COVERAGE FOR COMPETITION VEHICLES, OFFICIAL VEHICLES, WRECKERS AND EMERGENCY VEHICLES (MOTOR RACING)

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

**h. Mobile Equipment**

- (1) “Bodily injury” or “property damage” arising out of:

- (a) The transportation of “mobile equipment” by an “auto” owned or operated by or rented or loaned to any insured; or
- (b) The use of “mobile equipment” in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

- (2) This exclusion does not apply to the following vehicles:

- (a) “Competition Vehicles”;
- (b) “Official Vehicles” while in a “Restricted Area” only;
- (c) “Wreckers”; or
- (d) Emergency vehicles

while the vehicles are being used as part of a motor racing activity that is covered under this policy. However, we will not pay for “property damage” to any vehicle listed above.

- B.** For the purposes of this endorsement, the following definitions are added to the **Definitions** Section:

1. “Competition Vehicle” is a land vehicle not licensed for use on public roads that is built for the specific purpose of racing competition or performance.
2. “Covered Program” means the usual “motor racing event” activities which can include; set up, supervised practice, time trials, tuning, testing, heat races, semi-features, featured races, preliminaries, finals and tear down which constitute a usual race activity that has been declared and for which premium has been paid.
3. “Credentials” are evidence attesting authorization to enter a “restricted area”.
4. “Motor Racing Event” means the usual activities associated with a race, including set up, supervised practice, time trials, tuning, testing, heat races, semi-features, featured races, preliminaries, finals and tear down.
5. “Official Vehicle” is a credentialed vehicle such as a “pace car” or any other land vehicle used by a “participant” in a “restricted area” other than a “competition vehicle”.
6. “Race Track” means the race track property, including buildings, structures thereon and immediately adjoining parts of adjacent ways, specifically related to the operations of the “covered program”.
7. “Pace Car” is the official automobile that leads competitors on the “race track” during the starts and restarts during a “covered program”.
8. “Participant” means drivers, mechanics, pit persons, actual officials of the race, announcers, ambulance crews, tow truck or push car crews, newsmen, photographers, pit gate workers and all other persons bearing duly and officially assigned pit passes, providing all persons are limited to those who have clearly defined duties directly allotted to them as respects the staging of the “covered program”. “Participant” also includes any person entering a “restricted area”.

Also includes your guests who are issued guest passes and are not charged an admission of any kind. In no case, however, will any spectator or member of the general public be considered a "participant" by the terms of this policy.

9. "Pit Area" is the area designated to prepare, inspect, refuel, change tires or make any other repairs or adjustments to "competition vehicles" in connection with the "covered program".
10. "Race Track" means the race track property, including buildings, structures thereon and immediately adjoining parts of adjacent ways, specifically related to the operations of the "covered program".
11. "Restricted Area" is any area requiring special authorization, "credentials" or permission to enter, or any area to which admission by the general public is restricted or prohibited. This area would include, but is not limited to, the racing surface, paddock and "pit area". This definition is extended to state that these areas will not be considered "restricted area" when a "motor racing event", including testing or practicing are not being performed on your "race track" at the time the individuals are being escorted through these "restricted areas" as part of an official tour and guided by your employees.
12. "Wrecker" is a vehicle designed to tow or assist a disabled or wrecked "competition vehicle".



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# LIMITATION OF MEDICAL PAYMENTS COVERAGE TO DESIGNATED PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

## SCHEDULE

**Designated Covered Premises:**

--

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

Paragraph 1.a. of **Section I - Coverage C – Medical Payments** is replaced by the following

### 1. Insuring Agreement

- a. We will pay medical expenses as described below for “bodily injury” caused by an accident only on the designated premises shown in the Schedule or on ways next to those premises, provided that:
  - (1) The accident takes place in the “coverage territory” during the policy period;
  - (2) The expenses are incurred and reported to us within one year of the date of the accident; and
  - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EMERGENCY MEDICAL TECHNICIANS - INCIDENTAL LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. For malpractice committed by any Emergency Medical Technician providing services for or on your behalf, the definition of "occurrence" will include any act, error or omission committed by Emergency Medical Technicians will be deemed to be caused by an occurrence.

For the purposes of this endorsement, "malpractice" means errors or mistakes in the rendering of or failure to render medical services for or on behalf of an insured or any employee thereof.

- B. For the purposes of this endorsement, the following exclusions are added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury and Property Damage Liability:**

This insurance does not apply to any dishonest, fraudulent, criminal or malicious act committed by any Emergency Medical Technician employed by or providing services on behalf of an insured.

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

**LIMITED COVERAGE – PROPERTY DAMAGE TO HIRED  
AUTO IN RESTRICTED AREA AT A MOTOR RACING  
EVENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Limits of Insurance for "Official vehicles", "Wreckers" or "Ambulances"	Deductible
\$ _____ Each "Occurrence"	\$ _____ Per Vehicle

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

**I.** The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under Paragraph **2. Exclusions of Section I – Coverage A Bodily Injury And Property Damage Liability**:

- (6) "Property damage" to the following vehicles you hired or that are loaned to you but only while located in a "restricted area" at a "motor racing event" covered by this policy:
  - (a) "Official vehicles";
  - (b) "Wreckers";
  - (c) "Ambulances"

**II.** The following is added to **Section III – Limits Of Insurance**:

**8.** Subject to Paragraphs **2.** and **3.** of **Section III – Limits Of Insurance** of the Commercial General Liability Coverage Form and to the General Aggregate Limit, the Each "Occurrence" Limit shown in the Schedule above is the most we will pay, in excess of the deductible per vehicle shown in the Schedule above, under Coverage **A** for "property damage" to vehicles referenced in Paragraph **(6)** of **g. Aircraft, Auto Or Watercraft** in this endorsement because of any one "occurrence".

**III.** For the purposes of this endorsement, the following condition is added to **Section IV – Commercial General Liability Conditions**:

**10. Deductible**

We may pay the deductible amount, in full or in part, to effect settlement of any claim or "suit" and you must promptly reimburse us for the deductible amount paid by us upon our notification.

**iv.** For the purposes of this endorsement, the definition of "property damage" in the Commercial General Liability Coverage Form is replaced by the following:

"Property damage" means:

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.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

v. For the purposes of this endorsement, the following definitions are added to **Section V -**

**Definitions:**

1. "Ambulances" mean specially equipped motor vehicles for carrying sick or injured people.
2. "Competition vehicle" means a land vehicle not licensed for use on public roads that is built for the specific purpose of racing competition or performance.
3. "Covered Program" means the usual "motor racing event" activities which can include set up, supervised practice, time trials, tuning, testing, heat races, semi-features, featured races, preliminaries, finals and tear down which constitute a usual race activity that has been declared and for which premium has been paid.
4. "Credentials" mean evidence attesting authorization to enter a "restricted area".
5. "Motor Racing Event" means the usual activities associated with a race, including set up, supervised practice, time trials, tuning, testing, heat races, semi-features, featured races, preliminaries, finals and tear down.
6. "Official vehicles" mean credentialed vehicles such as a "pace car" or any other land vehicles used by a "participant" in a "restricted area" other than a "competition vehicle".
7. "Pace Car" is the official automobile that leads competitors on the "race track" during the starts and restarts during a "covered program".
8. "Participant" means drivers, mechanics, pit persons, actual officials of the race, announcers, ambulance crews, tow truck or push car crews, newsmen, photographers, pit gate workers and all other persons bearing duly and officially assigned pit passes, providing all persons are limited to those who have clearly defined duties directly allotted to them as respects the staging of the "covered program".  
"Participant" also includes:
  - a. Any person entering a "restricted area";
  - b. Your guests who are issued guest passes and are not charged an admission of any kind. In no case, however, will any spectator or member of the general public be considered a "participant" by the terms of this policy.
9. "Pit Area" is the area designated to prepare, inspect, refuel, change tires or make any other repairs or adjustments to "competition vehicles" in connection with the "covered program".
10. "Race Track" means the race track property, including buildings, structures thereon and immediately adjoining parts of adjacent ways, specifically related to the operations of the "covered program".
11. "Restricted Area" means any area requiring special authorization, "credentials" or permission to enter, or any area to which admission by the general public is restricted or prohibited. This area would include, but is not limited to, the racing surface, paddock and "pit area". This definition is extended to state that these areas will not be considered "restricted area" when a "motor racing event", including testing or practicing are not being performed on your "race track" at the time the individuals are being escorted through these "restricted areas" as part of an official tour and guided by your employees.
12. "Wrecker" means a vehicle designed to tow or assist a disabled or wrecked "competition vehicle".

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY**  
**ECG 24 546 12 05**

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

## **CONDITION - EVENT NOTIFICATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

You must notify us in advance of each motion picture production, television production, musical tour, theatrical tour, or special event you intend to start during the policy period so we can underwrite and price the exposure.

If you do not notify us in advance of such production or event we shall determine the additional premium when we become aware of it or when your policy is audited.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED PARTICIPANT LIABILITY COVERAGE -  
DESIGNATED PRODUCTION, EXHIBITION,  
PERFORMANCE OR EVENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<p><b>Coverage A – Bodily Injury And Property Damage:</b></p> <p>Participant Liability Annual Aggregate Limit</p> <p>Participant Liability Each Occurrence Limit</p>	<p style="text-align: center;"><b>Limits Of Insurance</b></p> <p>\$ _____</p> <p>\$ _____</p>
<p><b>Designated Covered Production, Exhibition, Performance or Event:</b></p>    	
<p><b>Required Minimum Limits of Participant Accident Medical Insurance applicable to Paragraph A.2.a.(4):</b></p> <p>Accidental Death    \$ _____</p> <p>Dismemberment     \$ _____</p> <p>Medical                \$ _____</p> <p>Weekly Indemnity    \$ _____</p>	
<p><input type="checkbox"/> <b>Coverage Extension - Waiver and Release</b></p> <p>If an "X" is entered in this box, Coverage Extension - Waiver and Release applies as described below.</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

- A.** The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and to Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:
1. This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" to a person while
    - a. Trying out for;
    - b. Practicing for;
    - c. Rehearsing for; or
    - d. Participating in
 any production, exhibition, performance or event.
  2. This exclusion does not apply to any designated production, exhibition, performance or event shown in the Schedule of this endorsement, subject to the following:

- a. We will not pay for "bodily Injury", "property damage" or "personal or advertising injury":
    - (1) To your "employees";
    - (2) Arising out of a "participant" from whom you did not obtain a properly executed Waiver and Release from Liability and Indemnity Agreement prior to the "participant's" participation in the "Covered Activity", unless the "participant" is covered by Workers' Compensation Insurance for the activities designated in the Schedule of this endorsement;
    - (3) Arising out of a "participant" that is not covered by Participant Accident Medical insurance that:
      - (a) Includes death and disability coverage; and
      - (b) Is in effect at the time of any "occurrence" giving rise to a claim under this policy; and
      - (c) Provides the minimum per person per claim limits shown in the Schedule of this endorsement;
 unless the "participant" is covered by Workers Compensation Insurance for the activities designated in the Schedule of this endorsement.
  - b. Coverage under this endorsement for Participant Liability is subject to the Limits of Liability shown in the Schedule and as set forth d in Section **B.** below.
- B.** The following are added to **Section III – Limits Of Insurance:**
- 1. The Participant Liability Annual Aggregate Limit shown in the Schedule is the most we will pay under Coverage **A** for all "bodily injury" or "property damage" arising out of Participant Liability regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. persons or organizations making claims or bringing "suits".
  - 2. Subject to Paragraph **B.1.** above, the Participant Liability Each Occurrence Limit shown in the Schedule is the most we will pay for Participant Liability under Coverage **A** because of "bodily injury" or "property damage" arising out of any one "occurrence".
  - 3. If limits are not shown in the Schedule, the limit of insurance with respect to coverage provided under this endorsement for Participant Liability is as declared on the Declarations Page.
- C.** If the Schedule indicates that Coverage Extension - Waiver and Release applies to the policy, coverage under this endorsement is extended as follows:
- Paragraph **A.2.a.(4)** of this endorsement does not apply provided:
- 1. An effective security system whereby all "Participants" in the "Covered Activity" are required to sign a release and waiver prior to participation in each "Covered Activity" or entry into a "Restricted Area" exists at the time of the "occurrence"; and
  - 2. Failure to obtain a properly executed Waiver and Release from Liability and Indemnity Agreement resulted from either:
    - a. An isolated incident due to inadvertent error; or
    - b. .An act of fraud by the "participant" or spectator/non participant.
- D.** For the purpose of this endorsement, the following definitions apply:
- 1. "Covered Activity" means the designated covered production, exhibition, performance or event shown in the Schedule of this endorsement.
  - 2. "Participant" means those persons actually taking part in the, "Covered Activity" including those that are running or controlling the "Covered Activity", including medical and security personnel, employees covered by Workers' Compensation coverage.
  - 3. "Restricted Area" is defined as those areas restricting access to the general public or requiring credentials to enter.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED PARTICIPANT LIABILITY COVERAGE -  
DESIGNATED SPORT OR ATHLETIC CONTEST OR  
EXHIBITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Coverage A – Bodily Injury And Property Damage:</b>	<b>Limits Of Insurance</b>
Participant Liability Annual Aggregate Limit	\$ _____
Participant Liability Each Occurrence Limit	\$ _____
<b>Designated Covered Sport or Athletic Contest or Exhibition:</b>	
<b>Age required to participate in the sport, contest or exhibition:</b>	
<input type="checkbox"/> a. Age 21 years or older	
<input type="checkbox"/> b. Under 21 years	
<b>Required Minimum Limits of Participant Accident And Medical Insurance (applicable to Paragraph A.2.a.(4)):</b>	
Accidental Death	\$ _____
Dismemberment	\$ _____
Medical	\$ _____
Weekly Indemnity	\$ _____
<b>Required Minimum Limits of Participant/Player’s primary policy under which you are named as an Additional Insured (applicable to Paragraph A.2.b.):</b>	
\$ _____	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” to a person while
  - a. Trying out for;
  - b. Practicing for;
  - c. Rehearsing for; or
  - d. Participating in any sport or athletic contest or exhibition.

2. This exclusion does not apply to a designated covered sport or athletic contest or exhibition shown in the Schedule of this endorsement, subject to the following:
  - a. We will not pay for "bodily Injury", "property damage" or "personal or advertising injury" arising out of:
    - (1) Your "employees";
    - (2) Any "participant" from whom you did not obtain a properly executed Waiver and Release from Liability and Indemnity Agreement prior to the "participant's" participation in the "Covered Activity". Unintentional error on your part in securing and/or furnishing said release shall not, however, relieve us of our liability. This exclusion shall not apply if the "participant" is covered by Workers' Compensation Insurance for the activities designated in the Schedule of this endorsement; or
    - (3) Any "participant" that is not covered by Participant Accident And Medical insurance that:
      - (a) Includes death and disability coverage; and
      - (b) Is in effect at the time of any "occurrence" giving rise to a claim under this policy; and
      - (c) Provides the minimum limits shown in the Schedule of this endorsement;
 unless the "participant" is covered by Workers Compensation Insurance for the activities designated in the Schedule of this endorsement.  
 In the event that there is no Participant Accident And Medical Insurance applicable to the "participant" due to no fault of yours, this coverage extension will not be invalidated provided that you agree to provide Accident Medical coverage up to the limits that would have been in effect. Any payments made for invalid Accident Medical insurance will not accrue to any applicable self-insured retention or deductible.
  - b. Paragraphs a.(3) and a.(4) above do not apply to any "participant/player" for which:
    - (1) You are named as an Additional Insured under a policy of insurance provided by the primary insurer of the "participant/player"; and
    - (2) The primary policy applicable to under b.(1) above provides limits of not less than the minimum limits shown in the Schedule from an A.M. Best Rated A- VII US Domiciled Insurer.
  - c. Coverage under this endorsement for Participant Liability is subject to the Limits of Liability shown in the Schedule and as set forth d in Section B. below.

**B. The following are added to Section III – Limits Of Insurance:**

1. The Participant Liability Annual Aggregate Limit shown in the Schedule is the most we will pay under Coverage A for all "bodily injury" or "property damage" arising out of Participant Liability regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. persons or organizations making claims or bringing "suits".
2. Subject to Paragraph B.1. above, the Participant Liability Each Occurrence Limit shown in the Schedule is the most we will pay for Participant Liability under Coverage A because of "bodily injury" or "property damage" arising out of any one "occurrence".
3. If limits are not shown in the Schedule, the limit of insurance with respect to coverage provided under this endorsement for Participant Liability is as declared on the Declarations Page.

**C. For the purpose of this endorsement, the following definitions apply:**

1. "Covered Activity" means a designated covered sport or athletic contest or exhibition shown in the Schedule of this endorsement.
2. "Participant" mean actual players, coaches, staff members, referees, officials, medical and security personnel, employees covered by workers' compensation coverage and not subject to special credentials, media personnel, VIP's and all other credentialed personnel permitted to enter any "restricted area" during occupancy by player personnel.  
 "Participant" also means jockeys, jockey valets, surrey drivers, steeple chase riders, officials/stewards, exercise persons or hot walkers/stable hands.
3. "Restricted Area" is defined as those areas restricting access to the general public or requiring credentials to enter.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## KNOWLEDGE OF OCCURRENCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph **a.** of **2.Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced by the following:

- a.** You must notify us as soon as practicable of an “occurrence” or an offense which may result in a claim. You, your insurance manager, or someone acting on your behalf, must give this notice to us or to any of our authorized agents as soon as practicable after you know of the “occurrence” or offense. To the extent possible, notice should include:
- (1)** How, when and where the “occurrence” or offense took place;
  - (2)** The names and addresses of any injured persons and witnesses; and
  - (3)** The nature and location of any injury or damage arising out of the “occurrence” or offense.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# LIMITED CONTINGENT COVERAGE - DESIGNATED FIREWORKS DISPLAYS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

## SCHEDULE

Name(s) of Designated Covered Fireworks Display(s):

Date(s) of Designated Covered Fireworks Display(s):

Locations(s) of Designated Covered Fireworks Display(s):

Coverage Option - Excess Insurance

If an "X" is entered in this box, Coverage Option – Excess Insurance applies to the policy.

Insured Retained Amount \$ \_\_\_\_\_

Coverage Extension – Contingent Excess Coverage - Additional Insured – Person(s) or Organization(s) Activating Fireworks

If an "X" is entered in this box, Coverage Extension – Contingent Excess Coverage - Additional Insured - Person(s) or Organization(s) Activating Fireworks applies to the policy.

Additional Insured Required Minimum Primary Limits \$ \_\_\_\_\_ each occurrence

Additional Insured Retained Amount \$ \_\_\_\_\_

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

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

1. This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of fireworks, pyrotechnic devices, or any explosive materials.
2. This exclusion does not apply to:
  - a. "Bodily injury," "property damage," or "personal and advertising injury" arising out "concussion effects", "flashpots" or "smokepots" that are induced electrically in a cylinder with no projectile, wadding or wrapping and are used to create visual effects and/or an explosive noise;
  - b. "Bodily injury" or "property damage" arising out of designated covered fireworks displays shown in the Schedule of this endorsement.

## **B. Coverage**

Coverage A - “**Bodily Injury**” and “**Property Damage**” Liability applies to the designated covered fireworks displays shown in the Schedule.

## **C. With respect to this endorsement only, Condition 4., Other Insurance of Section IV – Commercial General Liability Conditions is replaced by the following:**

### **4. Other Insurance**

This insurance is excess over any other applicable insurance, whether or not such insurance is stated to be primary, excess, catastrophe, umbrella, contingent or on any other basis.

When this insurance is excess over other insurance, we will have no duty to defend the insured against any “suit” that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only the amount in excess of the limits for Insured Retained Amount shown in the Schedule for of this endorsement, whether primary, excess, contingent or on any other basis. Any amounts we pay will be in excess of the Insured Retained Amount limit shown in the Schedule, whether collectible or not.

## **D. Coverage Option - Excess Insurance**

If the Schedule indicates that Coverage Option - Excess Insurance applies to the policy, coverage provided under this endorsement is subject to the following:

Any amounts we pay will be in excess of the greater of:

1. The Insured Retained Amount shown in the Schedule; or
2. The amounts of other insurance available to the insured.

## **E. Coverage Extension – Contingent Excess Coverage - Additional Insured**

If the Schedule indicates that Coverage Extension - Contingent Excess Coverage - Additional Insured – Person(s) or Organizations(s) Activating Fireworks applies to the policy, then **Section II – Who Is An Insured** is amended to include the persons or organizations firing or activating the fireworks in the “Designated Covered Fireworks Display(s)” shown in the Schedule. However, these persons or organizations are insureds only with respect to their liability arising out of the “Designated Covered Fireworks Display(s)” and only when they maintain valid and collectible General Liability insurance covering the “Designated Covered Fireworks Display(s)” with Limits of Insurance not less than the Additional Insured Required Minimum Primary Limits for “bodily injury” and “property damage” shown in the Schedule.

As respects the additional insured, any amounts we pay will be in excess of the greater of:

1. The Additional Insured Retained Amount shown in the Schedule;
2. The Additional Insured Required Minimum Primary Limits shown in the Schedule; or
3. The amounts of other insurance available to the additional insured.

## **F. For the purpose of this endorsement, the following definitions are added to the Definitions Section:**

1. “Concussion effect” means an effect intended to produce a loud noise and a violent jarring shock for dramatic effect.
2. “Flashpot” means a device containing flashpowder and intended to produce a flash of light and capable of directing the flash in an upward direction.
3. “Smokepot” is a pyrotechnic device used to create smoke.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED PARTICIPANT LIABILITY COVERAGE -  
DESIGNATED SPORT, CONTEST OR EXHIBITION  
(MOTOR RACING – KARTING VENUE)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Coverage A – Bodily Injury And Property Damage:	Limits Of Insurance
Participant Liability Annual Aggregate Limit	\$ _____
Participant Liability Each Occurrence Limit	\$ _____
<b>Designated Covered Contest or Exhibition:</b>	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**
1. This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” to any person while
    - a. Trying out for;
    - b. Practicing for;
    - c. Rehearsing for; or
    - d. Participating in any sport or athletic contest or exhibition that you sponsor.
  2. This exclusion does not apply to a designated covered sport or athletic contest or exhibition shown in the Schedule of this endorsement, subject to the following:
    - a. We will not pay for “bodily Injury”, “property damage” or “personal or advertising injury” arising out of:
      - (1) Any “participant” who is under 48 inches in height when go-karting;
      - (2) Any spectator, nonparticipant, or person from the general public who competes in vehicles that are licensed and registered for street use or any vehicle not specifically prepared for the individuals who will be driving them;
      - (3) Arising out of any “participant” from whom you did not obtain a properly executed release and waiver form applicable to the “covered program” unless:
        - (a) An effective security system whereby all “participants” in the “covered program” are required to sign a release and waiver prior to participation in each “covered program” or entry into a “restricted area” exists at the time of the “occurrence”; and
        - (b) Failure to obtain a properly executed Waiver and Release from Liability and Indemnity Agreement resulted from either:

- (i) An isolated incident due to inadvertent error; or
    - (ii) An act of fraud by the “participant” or spectator/non participant.
  - b. Events commonly referred to as endurance races must be pre-reported and approved by us.
  - c. Coverage under this endorsement for Participant Liability is subject to the Limits of Liability shown in the Schedule and as set forth in Section C. below.
- B.** For the purposes of this endorsement, **Section II – Who Is An Insured** is amended to include as additional insured(s) the persons or organizations of the following types, but only with respect to “bodily injury” or “property damage” arising out of their operations on your “race track” or in conjunction with your operations:
- 1. “Participants” (excluding riders or drivers), “competition vehicle” owners or sponsors, and officials of the “covered program”;
  - 2. “Participant” riders or drivers, but only with respect to “bodily injury” or “property damage” to persons other than any other rider or driver;
  - 3. Persons or organizations engaged in operating, managing, sanctioning or sponsoring the “covered program” or providing the “race track” for a “covered program”, including officials of the “covered program”.
- C.** The following are added to **Section III – Limits Of Insurance**:
- 1. The Participant Liability Annual Aggregate Limit shown in the Schedule is the most we will pay under Coverage **A** and **B** for all “bodily injury” or “property damage” arising out of Participant Liability regardless of the number of:
    - a. Insureds;
    - b. Claims made or “suits” brought; or
    - c. persons or organizations making claims or bringing “suits”.
  - 2. Subject to Paragraphs **2.** and **3.** of Section **III – Limits of Liability** of the Commercial General Liability Coverage Form and to the Participant Liability Annual Aggregate Limit, the Participant Liability Each Occurrence Limit shown in the Schedule is the most we will pay for Participant Liability under Coverage **A** because of “bodily injury” or “property damage” arising out of any one “occurrence”.
  - 3. If limits are not shown in the Schedule, the limit of insurance with respect to coverage provided under this endorsement for Participant Liability is as declared on the Declarations Page.
- D.** For the purposes of this endorsement, the following definitions are added to the **Definitions** Section:
- 1. “Competition vehicle” is a land vehicle not licensed for use on public roads that is built for the specific purpose of racing competition or performance.
  - 2. “Covered program” means the usual “motor racing event” activities which include; set up, supervised practice, time trials, tuning, testing, heat races, semi-features, featured races, preliminaries, finals and tear down which constitute a usual race activity that has been declared and for which premium has been paid.
  - 3. “Credentials” are evidence attesting authorization to enter a “restricted area”.
  - 4. “Motor racing event” means the usual activities associated with a race that has been declared under this policy and for which premium has been paid, including set up, supervised practice, time trials, tuning, testing, heat races, semi-features, featured races, preliminaries, finals and tear down.
  - 5. “Participant” means drivers, mechanics, pit persons, actual officials of the race, announcers, ambulance crews, tow truck or push car crews, newsmen, photographers, pit gate workers and all other persons bearing duly and officially assigned pit passes, providing all persons are limited to those who have clearly defined duties directly allotted to them as respects the staging of the “covered program”.  
 “Participant” also includes:
    - a. Any person entering a “restricted area”;
    - b. Your guests who are issued guest passes and are not charged an admission of any kind. In no case, however, will any spectator or member of the general public be considered a “participant” by the terms of this policy.
  - 6. “Pit area” is the area designated to prepare, inspect, refuel, change tires or make any other repairs or adjustments to “competition vehicles” in connection with the “covered program”.

7. "Race track" means the race track property, including buildings, structures thereon and immediately adjoining parts of adjacent ways, specifically related to the operations of the "covered program".
8. "Restricted area" is any area requiring special authorization, "credentials" or permission to enter, or any area to which admission by the general public is restricted or prohibited. This area would include, but is not limited to, the racing surface, paddock and "pit area". This definition is extended to state that these areas will not be considered "restricted area" when a "motor racing event", including testing or practicing are not being performed on your "race track" at the time the individuals are being escorted through these "restricted areas" as part of an official tour and guided by your employees.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED PARTICIPANT LIABILITY COVERAGE -  
DESIGNATED SPORT, CONTEST OR EXHIBITION  
(MOTOR RACING – ASSOCIATION, SCHOOLS, TEAMS OR  
VENUES)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Coverage A – Bodily Injury And Property Damage:</b>	<b>Limits Of Insurance</b>
Participant Liability Annual Aggregate Limit	\$ _____
Participant Liability Each Occurrence Limit	\$ _____
<b>Designated Covered Contest or Exhibition:</b>	
<b>Age required to participate in the contest or exhibition:</b>	
<input type="checkbox"/> a. Age 21 years or older	
<input type="checkbox"/> b. Under 21 years	
<input type="checkbox"/> c. Under 16 years	
<b>Required Minimum Limits of Participant Accident And Medical Insurance (applicable to Paragraph A.2.a.(5)):</b>	
Accidental Death	\$ _____
Dismemberment	\$ _____
Medical	\$ _____
Weekly Indemnity	\$ _____
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A.** The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and to Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:
1. This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” to any person while
    - a. Trying out for;
    - b. Practicing for;
    - c. Rehearsing for; or
    - d. Participating in
 any sport or athletic contest or exhibition that you sponsor.
  2. This exclusion does not apply to a designated covered sport or athletic contest or exhibition shown in the Schedule of this endorsement, subject to the following:
    - a. We will not pay for “bodily Injury”, “property damage” or “personal or advertising injury”:

- (1) Arising out of the ownership, use or maintenance of a rocket-propelled or nuclear-powered "auto" or "competition vehicle";
- (2) Arising out of the ownership, use or maintenance of a jet-propelled "auto" or "competition vehicle" weighing more than 3500 pounds, unless it is an "official vehicle" designed exclusively for and being used for the purpose of drying the surface of the track;
- (3) For automobile racing, other than go-karts, for any "participant" who is under the age of 16 years old at the time of the "occurrence" unless that "participant" holds a valid state driver's license;
- (4) Arising out of any spectator, nonparticipant, or person from the general public who competes in vehicles that are licensed and registered for street use or any vehicle not specifically prepared for the individuals who will be driving them;
- (5) Arising out of any "participant" from whom you did not obtain a properly executed release and waiver form applicable to the "covered program" unless:
  - (a) An effective security system whereby all "participants" in the "covered program" are required to sign a release and waiver prior to participation in each "covered program" or entry into a "restricted area" exists at the time of the "occurrence"; and
  - (b) Failure to obtain a properly executed Waiver and Release from Liability and Indemnity Agreement resulted from either:
    - (i) An isolated incident due to inadvertent error; or
    - (ii) An act of fraud by the "participant" or spectator/non participant.

Unintentional error on your part in securing and/or furnishing said release shall not, however, relieve us of our liability. This exclusion shall not apply if the "participant" is covered by Workers' Compensation Insurance for the activities designated in the Schedule of this endorsement; or

- (6) Arising out of any "participant" that is not covered by Participant Accident And Medical insurance that:
  - (a) Includes death and disability coverage; and
  - (b) Is in effect at the time of any "occurrence" giving rise to a claim under this policy; and
  - (c) Provides the minimum limits shown in the Schedule of this endorsement;

unless the "participant" is covered by national, state or provincial health plan or workers compensation Insurance for the activities designated in the Schedule of this endorsement.

In the event that there is no Participant Accident And Medical Insurance applicable to the "participant" due to no fault of yours, this coverage extension will not be invalidated provided that you agree to provide Accident Medical coverage up to the limits that would have been in effect. Any payments made for invalid Accident Medical insurance will not accrue to any applicable self-insured retention or deductible.

- b. Events commonly referred to as endurance races must be pre-reported and approved by us.
- c. Coverage under this endorsement for Participant Liability is subject to the Limits of Liability shown in the Schedule and as set forth in Section C. below.

- B.** For the purposes of this endorsement, **Section II – Who Is An Insured** is amended to include as additional insured(s) the persons or organizations of the following types, but only with respect to "bodily injury" or "property damage" arising out of their operations on your "race track" or in conjunction with your operations: :
1. "Participants" (excluding riders or drivers), "competition vehicle" owners or sponsors, and officials of the "covered program";
  2. "Participant" riders or drivers, but only with respect to "bodily injury" or "property damage" to persons other than any other rider or driver;
  3. Persons or organizations engaged in operating, managing, sanctioning or sponsoring the "covered program" or providing the "race track" for a "covered program", including officials of the "covered program".

**C.** The following are added to **Section III – Limits Of Insurance**:

1. The Participant Liability Annual Aggregate Limit shown in the Schedule is the most we will pay under Coverage A for all "bodily injury" or "property damage" arising out of Participant Liability regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or

- c. persons or organizations making claims or bringing "suits".
  - 2. Subject to Paragraphs 2. and 3. of Section III – **Limits of Liability** of the Commercial General Liability Coverage Form and to the Participant Liability Annual Aggregate Limit, the Participant Liability Each Occurrence Limit shown in the Schedule is the most we will pay for Participant Liability under Coverages A and B because of "bodily injury" or "property damage" arising out of any one "occurrence".
  - 3. If limits are not shown in the Schedule, the limit of insurance with respect to coverage provided under this endorsement for Participant Liability is as declared on the Declarations Page.
- D. For the purposes of this endorsement, the following definitions are added to the **Definitions** Section:
- 1. "Competition vehicle" is a land vehicle not licensed for use on public roads that is built for the specific purpose of racing competition or performance.
  - 2. "Covered program" means the usual "motor racing event" activities which can include; set up, supervised practice, time trials, tuning, testing, heat races, semi-features, featured races, preliminaries, finals and tear down which constitute a usual race activity that has been declared and for which premium has been paid.
  - 3. "Credentials" are evidence attesting authorization to enter a "restricted area".
  - 4. "Motor racing event" means the usual activities associated with a race that has been declared under this policy and for which premium has been paid, including set up, supervised practice, time trials, tuning, testing, heat races, semi-features, featured races, preliminaries, finals and tear down.
  - 5. "Official vehicle" is a credentialed vehicle such as a "pace car" or any other land vehicle used by a "participant" in a "restricted area" other than a "competition vehicle".
  - 6. "Pace car" is the official automobile that leads competitors on the "race track" during the starts and restarts during a "covered program".
  - 7. "Participant" means drivers, mechanics, pit persons, actual officials of the race, announcers, ambulance crews, tow truck or push car crews, newsmen, photographers, pit gate workers and all other persons bearing duly and officially assigned pit passes, providing all persons are limited to those who have clearly defined duties directly allotted to them as respects the staging of the "covered program".  
"Participant" also includes:
    - a. Any person entering a "restricted area";
    - b. Your guests who are issued guest passes and are not charged an admission of any kind. In no case, however, will any spectator or member of the general public be considered a "participant" by the terms of this policy.
  - 8. "Pit area" is the area designated to prepare, inspect, refuel, change tires or make any other repairs or adjustments to "competition vehicles" in connection with the "covered program".
  - 9. "Race track" means the race track property, including buildings, structures thereon and immediately adjoining parts of adjacent ways, specifically related to the operations of the "covered program".
  - 10. "Restricted area" is any area requiring special authorization, "credentials" or permission to enter, or any area to which admission by the general public is restricted or prohibited. This area would include, but is not limited to, the racing surface, paddock and "pit area". This definition is extended to state that these areas will not be considered "restricted area" when a "motor racing event", including testing or practicing are not being performed on your "race track" at the time the individuals are being escorted through these "restricted areas" as part of an official tour and guided by your employees.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ASSAULT OR BATTERY LIMITED COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Coverage A – Bodily Injury:	Limits Of Insurance
Assault or Battery Aggregate Limit	\$ _____
Assault or Battery Each Occurrence Limit	\$ _____
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. The following is added to Exclusion **a. Expected Or Intended Injury** of Paragraph **2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability**:  
This exclusion does not apply to “bodily injury” resulting from “assault or battery”.
- B. Coverage is provided by this insurance for “bodily injury” resulting from “assault or battery”, subject to the “assault or battery” limits of insurance as described in paragraph **C.** of this endorsement.
- C. The following are added to **Section III – Limits Of Insurance**:
  - 8. Subject to Paragraphs **2.** and **3.** of Section **III – Limits Of Insurance** of the Commercial General Liability Coverage Form and to the Assault Or Battery Aggregate Limit, the Assault Or Battery Each Occurrence Limit shown in the Schedule is the most we will pay for Assault Or Battery under Coverage **A** because of “bodily injury” arising out of any one “assault or battery” “occurrence”.
  - 9. Subject to Paragraphs **2.** and **3.** of Section **III – Limits Of Insurance** of the Commercial General Liability Coverage Form, the Assault Or Battery Aggregate Limit of Insurance shown in the Schedule is the most we will pay under Coverage **A** for all “bodily injury” because of “assault or battery”.
- D. For the purposes of this endorsement, the following definition is added to the **Definitions** Section:  
“Assault or battery” means assault or battery committed by or on behalf of any insured or intentional force used by or on behalf of any insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# CONCERT PROMOTERS LIABILITY - LIMITATION OF COVERAGE TO DESIGNATED EVENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

## SCHEDULE

**Designated Covered Event:**

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

- A. The coverage provided under **Section I – Coverages** applies only with respect to “bodily injury”, “property damage”, “personal and advertising injury” or “medical expenses” arising out of your operations as a concert promoter and only with respect to designated events shown in the Schedule.
- B. The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and to Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

This insurance does not apply to any event for which there is a specific area set up for the purpose of moshing, pogo or any other form of dancing.

- D. The following condition is added to **Section IV – Conditions**:

### 1. Seating Restrictions

With respect to an event to which this coverage applies:

- a. that is promoted at a facility that has a seating capacity of 25,000 or more; or
- b. for which there are admissions on an unreserved seat basis

you will provide us with the following information prior to the starting date of the event:

- (1) Date(s) and times of the event; and
- (2) Name and location of event facility; and
- (3) Whether indoor or outdoor facility; and
- (4) Name of act(s); and
- (5) Estimated number of admissions; and
- (6) Name(s) of security firm(s) engaged for the event; and
- (7) Certificates of Insurance adding you as Additional Insured; and
- (8) Name of loss control contact; and
- (9) Details on liquor sales and on parties responsible for liquor liability.

Each such event is subject to special rating to be determined by us based on the above information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# LIMITED COVERAGE - DESIGNATED FIREWORKS DISPLAYS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

## SCHEDULE

Name(s) of Designated Covered Fireworks Display(s):

Date(s) of Designated Covered Fireworks Display(s):

Locations(s) of Designated Covered Fireworks Display(s):

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

- A. The following exclusion is added to Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and to Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:
  1. This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of fireworks, pyrotechnic devices, or any explosive materials.
  2. This exclusion does not apply to:
    - a. "Bodily injury," "property damage," or "personal and advertising injury" arising out "concussion effects", "flashpots" or "smokepots" that are induced electrically in a cylinder with no projectile, wadding or wrapping and are used to create visual effects and/or an explosive noise;
    - b. "Bodily injury" or "property damage" arising out of designated covered fireworks displays shown in the Schedule of this endorsement.
- B. **Coverage**  
Coverage A - "**Bodily Injury**" and "**Property Damage**" **Liability** applies to the designated covered fireworks displays shown in the Schedule.
- C. **Section II – Who Is An Insured** is amended to include the persons or organizations firing or activating the fireworks in the "Designated Covered Fireworks Display(s)" shown in the Schedule.
- D. For the purpose of this endorsement, the following definitions are added to the **Definitions** Section:
  1. "Concussion effect" means an effect intended to produce a loud noise and a violent jarring shock for dramatic effect.
  2. "Flashpot" means a device containing flashpowder and intended to produce a flash of light and capable of directing the flash in an upward direction.
  3. "Smokepot" is a pyrotechnic device used to create smoke.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LIMITED CONTINGENT LIQUOR LIABILITY

This endorsement modifies insurance provided under the following:

### LIQUOR LIABILITY COVERAGE

Paragraph 4. **Other Insurance** of **Section IV – Liquor Liability Conditions** is replaced with the following:

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

- A. This insurance is excess over, and shall not contribute with, any other insurance, whether or not such other insurance is stated to be primary, excess, catastrophe, umbrella, contingent or on any other basis.  
Under this excess insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:
  - (1) The total amount that all such other insurance would pay for loss in the absence of this insurance; and
  - (2) The total of all deductible and self-insured amounts under all such other insurance.
- B. We will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". However, we have the right to join in the defense or trial of any claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all such other insurers.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
ECG 24 557 12 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONDITION - REPORTING FORM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Designated Event(s): \_\_\_\_\_

	TENANT USER	EVENT NAME AND CLASS	TERM OF COVERAGE	CERTIFICATE NUMBERS	PREMIUM	STATE ASSESSMENTS
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						

TOTAL PREMIUM: \$ \_\_\_\_\_  
TOTAL SURCHARGE: \$ \_\_\_\_\_  
TOTAL: \$ \_\_\_\_\_

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY**  
**ECG 24 558 12 05**

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

## **CONDITION - QUARTERLY REPORTING**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

	Reporting Period	Due Date
Period No. 1	To	
Period No. 2	To	
Period No. 3	To	
Period No. 4	To	

All events insured by this policy which occurred during the Reporting Period shown in the Schedule must be reported to us on a Reporting Form no later than the Date Due shown in the Schedule. Failure to report by the Date Due will be considered non-payment of premium and will be subject to the cancellation provisions contained in this policy.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
ECG 24 559 12 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONDITION - MONTHLY REPORTING

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

	Reporting Period	Due Date
Period No. 1	To	
Period No. 2	To	
Period No. 3	To	
Period No. 4	To	
Period No. 5	To	
Period No. 6	To	
Period No. 7	To	
Period No. 8	To	
Period No. 9	To	
Period No. 10	To	
Period No. 11	To	
Period No. 12	To	

All events insured by this policy which occurred during the Reporting Period shown in the Schedule must be reported to us on a Reporting Form no later than the Date Due shown in the Schedule. Failure to report by the Date Due will be considered non-payment of premium and will be subject to the cancellation provisions contained in this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# LIMITATION OF COVERAGE TO DESIGNATED EVENTS FOR TENANT USER’S LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART

Schedule		
Designated Covered Event	Tenant User’s Name	Coverage Term

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

1. This policy applies only to "injury", "bodily injury," "property damage," or "personal and advertising injury" arising out of event(s) designated in the Schedule above, in the reporting form or added by endorsement.
2. As respects the Tenant Users Liability Insurance, the Named Insured(s) is the "Tenant User(s)", "Non-Food Concessionaire(s)", "Food Concessionaires", "Exhibitors," or "Attractions" shown in the Schedule above, in the reporting form or added by endorsement.
3. As respects this endorsement, the Limits of Insurance shown in the Declaration will apply separately to each designated event shown in the Schedule above, in the reporting form or added by endorsement.
4. Premiums due must be reported on the next periodic Reporting Form.
5. As respects this endorsement, the 'Other Insurance' condition in **Section IV – Commercial General Liability Conditions** is deleted and replaced with the following:

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis.

We will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against those other insurers.

Under this excess insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all such other insurance.

**ADDITIONAL DEFINITIONS:**

"Attraction(s)" is an entity that provides entertainment at the Designated Event.

"Exhibitor(s)" is an entity that exhibits or demonstrates, but does not sell products at a Designated Event.

"Food Concessionaire(s)," is an entity that sells food products at a Designated Event.

"Non-Food Concessionaire(s)," is an entity that sells other than food products at a Designated Event.

"Tenant User(s)" is the Lessee of the Facility or Venue where the Designated Event is held.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LIMITATION – NO STACKING OF OCCURRENCE LIMITS OF INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following condition is added to **Section IV – Commercial General Liability Conditions:**

### **Two or More Coverage Forms or Policies Issued By Us**

If this policy and any other policy, policies or coverage form(s) issued to you by us or any of our affiliated companies apply to the same or related damages, the most that will be paid by us and our affiliated companies either individually or collectively for the sum of all those damages is the single largest applicable Each Occurrence Limit or similar per occurrence limit of insurance available under any one of those policies or coverage forms. Same or related damages include the continuation of injury or damages from a prior policy period into a subsequent policy period, or any injury or damage resulting from the same cause or "occurrence."

However, this provision does not apply to umbrella or similar policies or coverage forms that are purchased specifically to apply in excess of another policy or coverage form that is scheduled as underlying insurance.

In no event will coverage be provided during the policy period after (1) the applicable aggregate Limit of Insurance under any one coverage form or policy has been exhausted, or (2) the applicable aggregate Limit of Insurance under any one coverage form or policy would have been exhausted had all covered claims been submitted under that one coverage form or policy rather than under two or more coverage forms or policies.

The terms of this endorsement will govern as respect the application of any limits of insurance. If this policy or coverage form contains any other language regarding limits of insurance that is in conflict with the terms of this endorsement, such other language is subject to the terms of this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# GENERAL AGGREGATE LIMIT (PER OPERATION, DESIGNATED EVENT, OR PREMISES)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

## SCHEDULE

Designated Covered Event, Operations, or Premises:

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

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage **A (Section I)**, and for all medical expenses caused by accidents under Coverage **C (Section I)**, which can be attributed only to a single designated location, operation, or event shown in the Schedule above:
  - 1. A separate Designated Event, Operation, or Premises General Aggregate Limit applies to each designated event, operation, or premises, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2. The Designated Event, Operation, or Premises General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  - 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Event, Operation, or Premises General Aggregate Limit for that designated Event, Operation, or Premises. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Event, Operation, or Premises General Aggregate Limit for any other designated Event, Operations, or Premises shown in the Schedule above.
  - 4. The limits shown in the Declarations for Each Occurrence and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Event, Operation, or Premises General Aggregate Limit.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# LIMITS OF LIABILITY – DESIGNATED PERSONS OR ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

## SCHEDULE

	Minimum Primary Limits Of Insurance	
General Aggregate Limit	\$ _____	
Products-Completed Operations Aggregate Limit	\$ _____	
Personal and Advertising Injury Limit	\$ _____	
Each Occurrence Limit	\$ _____	
Damage To Premises Rented To You Limit	\$ _____	Any One Premises
Medical Expenses Limit	\$ _____	Any One Person
<b>Designated Covered Person or Entity:</b>		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

- A. With respect to designated covered persons or entities shown in the Schedule, the limits of insurance shown in the Declarations are replaced by the limits designated in the Schedule, or the Declarations are subject to this endorsement with respect to an entry made in the Schedule.
- B. The limits of insurance shown in the Schedule will apply to each designated covered person or entity separately for each declared event.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MOTORIZED GOLF CARTS

This endorsement modifies insurance provided under the following:

PERSONAL LIABILITY COVERAGE PART

Paragraph **2.e.** of **Exclusion A. "Motor Vehicle Liability"** is replaced by the following:

- 2.** If Exclusion **A.1.** does not apply, there is still no coverage for "motor vehicle liability" unless the "motor vehicle" is:
  - e.** A motorized golf cart.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# SPECIFIC CONTINGENT LIQUOR LIABILITY

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE

## SCHEDULE

Each Common Cause Limit - Liquor Liquor Liability Aggregate Limit	<b>Minimum Required Limits Of Insurance</b>
	\$ _____ \$ _____
<b>Designated Covered Event(s) or Premises:</b>	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

With respect to Paragraph 4., **Other Insurance of Section IV –Liquor Liability Conditions** is replaced by the following:

### 4. 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:

[This insurance is excess over:]

(1) any other applicable insurance, whether or not such insurance is stated to be primary, excess, catastrophe, umbrella or on any other basis which is in effect to respond to a claim arising from liquor liability.

When this insurance is excess over other insurance, we will have no duty to defend the insured against any "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only the amount in excess of the **Minimum Required Limits Of Insurance** shown in the Schedule of this endorsement, whether primary, excess, contingent or on any other basis

(2) Any other primary insurance available to you covering liquor liability, for which you have been added as an additional insured.

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

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

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



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

## COMPREHENSIVE PERSONAL LIABILITY COVERAGE

Throughout this policy, “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.

### LIABILITY COVERAGES

#### COVERAGE L. PERSONAL LIABILITY

If a claim is made or a suit is brought against any “Insured” for damages because of “bodily injury”, “property damage” or “personal injury” caused by an “occurrence” to which this coverage applies, we will:

- a. pay up to our limit of liability for the damages for which the “Insured” is legally liable; and
- b. provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may make any investigation and settle any claim or suit that we decide is appropriate. Our obligation to defend any claim or suit ends when the amount we pay for damages resulting from the “occurrence” equals our limit of liability.

#### COVERAGE M. MEDICAL PAYMENTS TO OTHERS

We will pay the necessary medical expenses incurred or medically ascertained within three years from the date of any accident causing “bodily injury”. Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household other than “resident employees”. As to others, this coverage applies only:

- a. to a person on the “insured location” with the permission of an “Insured”; or
- b. to a person off the “insured location”, if the “bodily injury”:
  - (1) arises out of a condition in the “insured location” or the ways immediately adjoining; or
  - (2) is caused by the activities of an “Insured”; or
  - (3) is caused by a “residence employee” in the course of the “residence employee's” employment by an “Insured”; or
  - (4) is caused by an animal owned by or in the care of an “Insured”.

### EXCLUSIONS

1. COVERAGE L. - Personal Liability and Coverage M. Medical Payments to Others do not apply to “bodily injury” or “property damage”:

- a. which is expected or intended by the “Insured”; or
- b. arising out of business pursuits of an “Insured” or the rental or holding for rental of any part of any premises by an “Insured”.

This exclusion does not apply to:

- (1) activities which are ordinarily incidental to non-business pursuits; or
- (2) the rental or holdings for rental of a residence of yours:
  - (a) on an occasional basis for the exclusive use as a residence; or
  - (b) in part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
  - (c) in part, as an office, school, studio or private garage;
- c. arising out of the rendering or failing to render professional services; or
- d. arising out of an oral or written publication or other forms of defamation that occurred prior to the inception date of this policy; or
- e. arising out of:
  - (1) the ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an “Insured”; or
  - (2) the entrustment by an “Insured” of a motor vehicle or any other motorized land conveyance to any person; or
  - (3) statutorily imposed vicarious parental liability for the actions of a child or minor using a conveyance excluded in paragraph 1. or 2. above.

This exclusion does not apply to:

- (1) a trailer not towed by or carried on a motorized land conveyance; or

- (2) a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration; or
  - (3) a motorized golf cart; or
  - (4) a vehicle or conveyance not subject to motor vehicle registration which is:
    - (a) used to service an "Insured's" residence; or
    - (b) designed for assisting the handicapped; or
    - (c) in dead storage on an "insured location".
- f. arising out of:
- (1) the ownership, maintenance, use, loading or unloading of a watercraft described as follows:
    - (a) with inboard or inboard-outdrive motor power more than 50 horsepower; or
    - (b) that is a sailing vessel, with or without auxiliary power, 26 feet or more in length owned by or rented to an "Insured"; or
    - (c) powered by one or more outboard motors with more than 50 total horsepower if the outboard motor is owned by an "Insured". But, outboard motors of more than 50 horsepower are covered for the policy period if:
      - (i) you acquire them prior to the policy period and you declare them at policy inception; or
      - (ii) your intention to insure is reported to us in writing within 45 days after you acquire the outboard motors;
      - (iii) you acquire them during the policy period.

This exclusion does not apply while the watercraft is stored.
  - (2) the entrustment by an "Insured" of a watercraft described above to any person; or
  - (3) statutorily imposed vicarious parental liability for the actions of a child or minor using a watercraft described above.
- g. arising out of:
- (1) the ownership, maintenance, use, loading or unloading of an aircraft; or
  - (2) the entrustment by an "Insured" of an aircraft to any person; or

- (3) statutorily imposed vicarious parental liability for the actions of a child or minor using an aircraft.

An aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo.

- h. arising out of war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

Exclusions d., e., f., and g. do not apply to "bodily injury", property damage or personal injury to a residence employee arising out of and in the course of the residence employee's employment by an Insured.

- 2. Coverage L. - Personal Liability, does not apply to:
  - a. liability:
    - (1) for your share of any loss assessment charged against all members of an association, corporation or community of property owners; or
    - (2) under any contract or agreement. However, this exclusion does not apply to written contracts:
      - (a) that directly relate to the ownership, maintenance or use of an "insured location"; or
      - (b) where the liability of others is assumed by the "insured" prior to an "occurrence";

unless excluded in 1. above or elsewhere in this policy;
  - b. "property damage" to property owned by the Insured; or
  - c. "property damage" to property rented to, occupied or used by or in the care, custody or control of the "Insured". This exclusion does not apply to "property damage" caused by fire, smoke, explosion or water damage; or
  - d. "bodily injury" to any person eligible to receive any benefits required to be provided or voluntarily provided by the "Insured" under any Workers' or Workmen's Compensation, non-occupational disability, or occupational disease law; or
  - e. "bodily Injury" or "property damage" for which any "Insured" under this policy is also an "Insured" under a nuclear energy liability policy or would be an "Insured" but for its termination upon exhaustion of its limit of liability. A nuclear energy liability policy is a

policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors.

3. Coverage M - Medical Payments to Others, does not apply to bodily injury:
  - a. to a residence employee if the "bodily injury" occurs off the "insured" location and does not arise out of or in the course of the "residence employee's" employment by any "Insured"; or
  - b. to any person eligible to receive any benefits required to be provided or voluntarily provided under any Workers' or Workmen's Compensation, non-occupational disability or occupational disease law; or
  - c. from any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these; or
  - d. to any person, other than a "residence employee" of an "Insured", regularly residing on any part of the "insured location".

#### **ADDITIONAL COVERAGES**

We cover the following in addition to the limits of liability:

1. Claim Expenses

We pay:

- a. expenses incurred by us and costs taxed against any "Insured" in any suit we defend; and
- b. premiums on bonds required in a suit defended by us, but not for bond amount greater than the limit of liability for Coverage L. We need not apply for or furnish a bond; and
- c. reasonable expenses incurred by an "Insured" at our request, including actual loss of earnings (but not loss of other income) up to \$100 per day for assisting us in the investigation or defense of a claim or suit; and
- d. interest on the entire judgment which accrues after entry of the judgment and before we pay or tender or deposit in court the part of the judgment which does not exceed the limit of liability that applies.

2. First Aid Expenses

We will pay expenses for first aid to others incurred by any "Insured" for "bodily injury"

covered under this policy. We will not pay for first aid to you or any other "Insured".

3. Damage to Property of Others in Your Care Custody or Control

We will pay up to \$500 per occurrence for "property damage" to Property of Others caused by an "Insured". We will not pay for "property damage":

- a. caused intentionally by an "Insured" who is 16 years of age or older; or
- b. to property owned by an "Insured"; or
- c. to property owned by or rented to a tenant of an "Insured" or a resident in your household; or
- d. arising out of:
  - (1) business pursuits; or
  - (2) any act or omission in connection with a premises owned, rented or controlled by an Insured, other than the insured location; or
  - (3) the ownership, maintenance, or use of aircraft, watercraft or motor vehicles or all other motorized land conveyances.

This exclusion does not apply to a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and not owned by an Insured.

#### **DEFINITIONS**

1. "Bodily Injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
2. "Business" includes trade, profession or occupation.
3. "Insured" means you and:
  - a. your relatives who are part of your household; and
  - b. other persons under age 21 living with you and under the care of a person named above; and
  - c. with respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in 3a. or 3b. A person or organization using or having custody of these animals or watercraft in the course of any business, or without consent of the owner is not an Insured; and
  - d. with respect to any vehicle to which this policy applies:
    - (1) persons while engaged in your employ or that of any person included in 3a. or 3b. above; or

- (2) other persons using the vehicle on an “insured location” with your consent.
4. “Insured location” means:
    - a. the residence premises; and
    - b. that part of any other premises, other structures and grounds, used by you as a residence and which is shown in the Declarations or which is acquired by you during the policy period for your use as a residence; and
    - c. any premises used by you in connection with the premises included in 4a. or 4b.; and
    - d. any part of a premises not owned by any “Insured” but where any “Insured” is temporarily residing; and
    - e. vacant land, other than farm land, owned by or rented to an “Insured”; and
    - f. land owned by or rented to any “Insured” on which a one or two family dwelling is being constructed as a residence for an “Insured”; and
    - g. individual or family cemetery plots or burial vaults of an “Insured”; and
    - h. any part of a premises occasionally rented to any “Insured” for other than business purposes.
  5. “Personal Injury” means injury other than “bodily injury”, arising out of one or more of the following offenses:
    - a. false arrest, detention or imprisonment;
    - b. malicious prosecution;
    - c. the wrongful eviction from wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
    - d. oral or written publication of material that slanders or libels a person or organization including other forms of defamation; or
    - e. oral or written publication of material including other forms of defamation that violates a person’s right of privacy.
  6. “Occurrence” means an accident, including continuous or repeated exposure to conditions, which results during the policy period, in:
    - a. “bodily Injury”; or
    - b. “property damage”; or
    - c. “personal injury”.
  7. “Property damage” means physical injury to, destruction of, or loss of use of tangible property.
  8. “Residence employee” means:

- a. an employee of an Insured whose duties are related to maintenance or use of the residence premises, including household or domestic services; or
  - b. one who performs similar duties elsewhere not related to the business of an Insured.
9. “Residence premises” means a one to four family dwelling, other structures and grounds or that part of any other building where you reside and which is shown as the “residence premises” in the Declarations.

## CONDITIONS

1. Limit of Liability
 

Regardless of the number of Insureds, claims made, or persons injured, total liability under Coverage L stated in this policy for all damages resulting from any one “occurrence” shall not exceed the limit of liability for Coverage L stated in the policy. The limit is the same regardless of the number of “Insureds”, claims made or persons injured.

Our total liability under Coverage M for all medical expense payable for bodily injury to one person as the result of one accident will not exceed the limit of liability for Coverage M stated in this policy.
2. Severability of Insurance
 

This insurance applies separately to each “Insured”. This condition will not increase our limit of liability for any one “occurrence”.
3. Duties after Loss
 

In case of an accident or “occurrence”, the “Insured” will perform the following duties that apply. You will help us by seeing that these duties are performed:

  - a. give written notice to us or our agent as soon as practicable, which sets forth:
    - (1) the identity of the policy and “Insured”; and
    - (2) reasonably available information as to the time, place and circumstances of the accident or “occurrence”; and
    - (3) names and addresses of any claimants and witnesses;
  - b. promptly forward to us every notice, demand, summons or other process relating to the accident or “occurrence”; and
  - c. at our request, help us:
    - (1) to make settlement; and
    - (2) to enforce any right of contribution or indemnity against any person or organization who may be liable to an “Insured”; and

- (3) with the conduct of suits and attend hearings and trials; and
  - (4) to secure and give evidence and obtain the attendance of witnesses.
  - d. under the coverage "Damage to the Property of Others" submit to us within 60 days after the loss, a sworn statement of loss and exhibit the damaged property, if within the "Insured's" control; and
  - e. the "Insured" will not, except at the "Insured's" own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of the "bodily injury".
4. Duties of an Injured Person-Coverage M - Medical Payments to Others
- The injured person or someone acting for the injured person will:
- a. give us written proof of claim, under oath if required, as soon as is practical; and
  - b. execute authorization to allow us to obtain copies of medical reports and records; and
  - c. the injured person will submit to physical examination by a physician selected by us when and as often as we reasonably require.
5. Payment of Claim - Coverage M - Medical Payments to Others
- Payment under this coverage is not an admission of liability by any insured or us.
6. Suit Against Us
- No action shall be brought against us unless there has been compliance with the policy provisions.
- No one will have any right to join us as a party to any action against an "Insured". Also, no action with respect to Coverage L will be brought against us until the obligation of the "Insured" has been determined by final judgment or agreement signed by us.
7. Bankruptcy of any "Insured"
- Bankruptcy or insolvency of an "Insured" will not relieve us of any of our obligations under this policy.
8. Other Insurance - Coverage L - Personal Liability
- This insurance is excess over any other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.
9. Policy Period
- This insurance applies only to "bodily injury" or "property damage" which occurs on and after the policy effective date and during the policy term.

10. Subrogation

Any "Insured" may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, any "Insured" shall sign and deliver all related papers and cooperate with us in any reasonable manner. Subrogation does not apply to Medical Payments to Others or Damage to Property of Others.

11. Concealment or Fraud.

We do not provide coverage for an "Insured" who has:

- a. intentionally concealed or misrepresented any material fact or circumstance; or
- b. made false statements or engaged in fraudulent conduct relating to this insurance.

12. Liberalization Clause

If we adopt any revision which would broaden the coverage under this policy without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

13. Waiver or Change of Policy Provisions

A waiver or change of any provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination shall not waive any of our rights.

14. Assignment

Assignment of this policy shall not be valid unless we give our written consent.

15. Death

If you or any member of your household dies while a resident of your household, we insure:

- a. the legal representative of the deceased but only with respect to the premises or property covered under this policy at the time of death; and
- b. with respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative has occurred.

16. Cancellation

- a. You may cancel this policy at any time by returning it to us or by notifying us in writing of the date cancellation is to take effect.
- b. We may cancel this policy by notifying you at least 10 days before the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address in the Declarations. Proof of mailing shall be sufficient proof of notice.

- c. If this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded as follows: If you request cancellation, the return premium will be based on our short rate rules; if we cancel, the return premium will be pro rata.

If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

SERFF Tracking Number: PERR-125578883 State: Arkansas  
Filing Company: Employer's Fire Insurance Company State Tracking Number: #102005 \$50  
Company Tracking Number: OBIC-GL-ELS-AR-08-01-F  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
Product Name: Entertainment, Leisure and Sports  
Project Name/Number: OBIC-GL-ELS-AR-08-01-F/OBIC-GL-ELS-AR-08-01-F

## Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PERR-125578883 State: Arkansas  
Filing Company: Employer's Fire Insurance Company State Tracking Number: #102005 \$50  
Company Tracking Number: OBIC-GL-ELS-AR-08-01-F  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability  
Product Name: Entertainment, Leisure and Sports  
Project Name/Number: OBIC-GL-ELS-AR-08-01-F/OBIC-GL-ELS-AR-08-01-F

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-  
Property & Casualty **Review Status:** Approved 04/28/2008

**Comments:**

**Attachments:**

2007 NAIC FFS + \_GL\_.pdf

2007 NAIC PCTD \_GL\_.pdf

**Satisfied -Name:** Memo and Letter of Authorization **Review Status:** Approved 04/28/2008

**Comments:**

**Attachments:**

Filing Memorandum 2008\_GL.pdf

OneBeacon authorization letter 2008.pdf

## FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)  
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	<b>OBIC-GL-ELS-AR-08-01-F</b>			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	<b>OBIC-GL-ELS-AR-08-01-R (EXEMPT)</b>			
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Covered Events And Hazard Class	ECG 00 528 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
02	Self Insured Retention – Each Occurrence / Each Claim / Each Common Cause / Aggregate Options Defense Expenses Included	ECG 03 511 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
03	Aircraft, Auto or Watercraft Exclusion Amendment	ECG 04 586 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
04	Limited Abuse Or Molestation Coverage	ECG 04 588 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
05	Limited Abuse Or Molestation Coverage (Sublimit)	ECG 04 589 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
06	Errors And Omissions Liability Coverage	ECG 04 590 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
07	Barbers And Beauticians Professional Liability Coverage	ECG 04 591 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
08	Additional Insured – Sports Trainers	ECG 20 529 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
09	Additional Insured – NASCAR	ECG 20 530 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
10	Absolute Asbestos Exclusion	ECG 21 510 12 99	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
11	Absolute Lead Exclusion	ECG 21 512 12 99	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
12	Cross Liability Exclusion	ECG 21 513 12 99	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		

### FORM FILING SCHEDULE *(Continued)*

(This form must be provided ONLY when making a filing that includes forms)  
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<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	<b>OBIC-GL-ELS-AR-08-01-F</b>			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	<b>OBIC-GL-ELS-AR-08-01-R (EXEMPT)</b>			
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
13	Exclusion – Punitive Damages, Fines and Penalties	ECG 21 549 07 02	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
14	Exclusion – All Hazards In Connection With Designated Events Or Premises	ECG 21 622 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
15	Exclusion – Designated Activities	ECG 21 623 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
16	Exclusion – Amusement Devices (With Exception For Designated Devices)	ECG 21 624 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
17	Exclusion - Entertainment Industry	ECG 21 626 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
18	Exclusion – Fireworks With Exception For Concussion Effects, Flashpots And Smokepots	ECG 21 627 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
19	Exclusion – Go-Kart Operations With Exception For Designated Operations	ECG 21 628 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
20	Exclusion – Throwing, Kicking Or Projecting Of Objects Or Persons	ECG 21 629 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
21	Exclusion – Promotion	ECG 21 630 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
22	Exclusion – Cranes	ECG 21 631 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
23	Exclusion – Sport, Athletic, Event, Exhibition Or Performance Participants	ECG 21 632 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
24	Amendment – Expected Or Intended Injury Exclusion – Assault Or Battery	ECG 21 633 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
25	Exclusion – Non-Performing Animals	ECG 21 635 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		

**FORM FILING SCHEDULE (Continued)**

(This form must be provided ONLY when making a filing that includes forms)  
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<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>		<b>OBIC-GL-ELS-AR-08-01-F</b>		
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)		<b>OBIC-GL-ELS-AR-08-01-R (EXEMPT)</b>		
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
26	Exclusion – Communicable Diseases	ECG 21 636 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
27	Total Professional Liability Exclusion	ECG 21 637 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
28	Total Exclusion – Watercraft	ECG 21 638 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
29	Limited Exclusion – Contractual Liability	ECG 21 639 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
30	Exclusion – Comparative Advertising (Designated Operations)	ECG 21 640 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
31	Exclusion – Medical Payments For Volunteer Workers	ECG 21 641 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
32	Exclusion – Damage To Premises Rented To You For Seven Or Fewer Consecutive Days	ECG 21 645 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
33	Limitation Of Coverage To Designated Events	ECG 21 646 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
34	Amendment Of Aircraft, Auto Or Watercraft Exclusion – Non-Owned Aircraft	ECG 22 514 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
35	Definition of Employee (Leased Or Temporary)	ECG 22 516 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
36	Specifically Designated Events Or Premises	ECG 22 517 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
37	Designated Animals in Your Care, Custody Or Control	ECG 22 518 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		

**FORM FILING SCHEDULE (Continued)**

(This form must be provided ONLY when making a filing that includes forms)  
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>		<b>OBIC-GL-ELS-AR-08-01-F</b>		
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)		<b>OBIC-GL-ELS-AR-08-01-R (EXEMPT)</b>		
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
38	Exclusion – Motor Racing Operations (With Exception For Designated Motor Racing Teams And/Or Racing Series)	ECG 22 519 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
39	Mobile Equipment – Limited Coverage For Competition Vehicles, Official Vehicles, Wreckers And Emergency Vehicles (Motor Racing)	ECG 22 520 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
40	Limitation Of Coverage To Designated Products	ECG 22 521 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
41	Limitation of Medical Payments Coverage To Designated Premises	ECG 22 522 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
42	Emergency Medical Technicians – Incidental Liability Coverage	ECG 22 523 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
43	Limited Coverage – Property Damage To Hired Auto In Restricted Area At A Motor Racing Event	ECG 22 531 10 07	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
44	Condition – Event Notification	ECG 24 546 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
45	Limited Participant Liability Coverage – Designated Production, Exhibition, Performance Or Event	ECG 24 547 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
46	Limited Participant Liability Coverage – Designated Sport or Athletic Contest Or Exhibition	ECG 24 548 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
47	Knowledge Of Occurrence	ECG 24 549 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
48	Limited Contingent Liability – Designated Fireworks Displays	ECG 24 550 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		

**FORM FILING SCHEDULE (Continued)**

(This form must be provided ONLY when making a filing that includes forms)  
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<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>		<b>OBIC-GL-ELS-AR-08-01-F</b>		
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)		<b>OBIC-GL-ELS-AR-08-01-R (EXEMPT)</b>		
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
49	Limited Participant Liability Coverage – Designated Contests Or Exhibitions (Motor Racing – Karting Venue)	ECG 24 551 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
50	Limited Participant Liability Coverage – Designated Contests Or Exhibitions (Motor Racing – Association, Schools, Teams And Venues)	ECG 24 552 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
51	Assault Or Battery Limited Coverage	ECG 24 553 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
52	Concert Promoters Liability – Limitation Of Coverage To Designated Events	ECG 24 554 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
53	Limited Coverage – Designated Fireworks Displays	ECG 24 555 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
54	Limited Contingent Liquor Liability	ECG 24 556 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
55	Condition – Reporting Form	ECG 24 557 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
56	Condition – Quarterly Reporting	ECG 24 558 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
57	Condition – Monthly Reporting	ECG 24 559 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
58	Limitation Of Coverage To Designated Events For Tenant User’s liability Insurance	ECG 24 560 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
59	Limitation – No Stacking Of Occurrence Limits	ECG 25 511 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
60	Limits of Liability – Designated Persons Or Entities	ECG 25 515 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		

### FORM FILING SCHEDULE *(Continued)*

(This form must be provided ONLY when making a filing that includes forms)  
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	<b>OBIC-GL-ELS-AR-08-01-F</b>			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)	<b>OBIC-GL-ELS-AR-08-01-R (EXEMPT)</b>			
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
61	General Aggregate Limit (Per Operation, Designated Event Or Premises)	ECG 25 517 12 05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
62	Motorized Golf Carts (Applicable To Personal Liability)	EDL 24 500 02 06	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
63	Specific Contingent Liquor Liability	PCG 556 01 07	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
64	Comprehensive Personal Liability Coverage	CPL 200 05 02	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		

## Property & Casualty Transmittal Document

<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: New Business                        Renewal Business                   f. State Filing #: g. SERFF Filing #: h. Subject Codes
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<b>3. Group Name</b>	<b>Group NAIC #</b>
White Mountain Insurance Group	1129

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Employer's Fire Insurance Company	MA	20648	04-1288420	

<b>5. Company Tracking Number</b>	<b>OBIC-GL-ELS-AR-08-01-F</b>
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Neresa Torres 881 Alma Real Drive, Suite 205 Pacific Palisades, CA 90272	Filing Analyst	888-201-5123 x 111	310-230-8529	doi@perrknight.com

7. Signature of authorized filer	<i>Neresa Torres</i>
8. Please print name of authorized filer	Neresa Torres

**Filing information** (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	17.0000 Other Liability-Occ/Claims Made
10. Sub-Type of Insurance (Sub-TOI)	17.0001 Commercial General Liability
11. State Specific Product code(s) (if applicable)[See State Specific Requirements]	N/A
12. Company Program Title (Marketing title)	Entertainment, Leisure and Sports Program
13. Filing Type	<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)
14. Effective Date(s) Requested	New: April 25, 2008                      Renewal:
15. Reference Filing?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	Insurance Services Office Inc. (ISO)
17. Reference Organization # & Title	All currently approved forms
18. Company's Date of Filing	March 25, 2008
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

**Property & Casualty Transmittal Document—**

<b>20. This filing transmittal is part of Company Tracking #</b>	<b>OBIC-GL-ELS-AR-08-01-F</b>
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<b>21. Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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On behalf of Employers' Fire Insurance Company (the "Company"), we are submitting this filing to introduce a new Entertainment, Leisure and Sports Program. The company is also proposing to adopt currently approved ISO forms. Please see the enclosed memorandum and supporting material for more detailed information. The accompanying rates and rules are exempt from filing requirements per 23-67-206.

The Company respectfully requests that the proposed forms be implemented for all policies effective April 25, 2008 or upon earliest possible date of acknowledgment or approval.

<b>22. 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 #: 102005**  
**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.)**

## **Filing Memorandum**

### **Entertainment, Leisure and Sports Program**

#### **Commercial General Liability Line of Business**

The Entertainment, Leisure and Sports Program is a new program to OneBeacon Insurance Group. The underwriting, forms, rates and rules are tailored to the Entertainment Business.

The filed Manual comprises a simple method for developing a premium that is rate level adequate, non-excessive and non-discriminatory. The rates/rules are drawn from that of competitors. We forecast similar expense loads and have similar profitability assumptions and therefore follow their rates very closely. For this Program, we are using the latest Insurance Services Office (ISO) Commercial General Liability forms approved in your state and we are also filing independent forms that are designed to meet the specialized coverage needs of the entertainment industry.

Policies underwritten within this program will be subject to the rates and rules in the filed Program Rate Manual. Our rates and underwriting considerations offer an admitted market at costs more reasonable than would be incurred by the policyholder if the only alternative was to secure coverage in the surplus lines marketplace.

Incidental liability exposures, not unique to Entertainment, Leisure and Sports, will be rated in accordance with the ISO loss costs as filed by ISO and adopted for use by OneBeacon. For use in this program, we propose to adopt Loss Cost Multipliers that are the same as the latest Commercial General Liability Loss Cost Multipliers (LCM) previously filed and approved for this company in our @vantage Program product. Those LCM's are shown on the attached LCM page for this Program.

We are making a similar filing in the Umbrella line of business to support this Program.



February 13, 2008

To Whom It May Concern:

Perr&Knight, Inc. is hereby authorized to submit rate, rule, and form filings on behalf of the following companies, members of the OneBeacon Insurance Group:

OneBeacon Insurance Company	NAIC Number 1129-21970; FEIN 23-1502700
OneBeacon America Insurance Company	NAIC Number 1129-20621; FEIN 04-2475442
OneBeacon Midwest Insurance Company	NAIC Number 1129-42650; FEIN 04-3131487
Employers' Fire Insurance Company	NAIC Number 1129-20648; FEIN 04-1288420
Camden Fire Insurance Association	NAIC Number 1129-21946; FEIN 21-0418860
Atlantic Specialty Insurance Company	NAIC Number 1129-27154; FEIN 13-3362309
York Insurance Company	NAIC Number 1129-31267; FEIN 01-0286287

This authorization includes providing additional information and responding to questions regarding the filings on our behalf as necessary. This authorization is deemed to be in effect until rescinded in writing.

Please direct all correspondences and inquiries related to this filing to Perr&Knight, Inc. at the following address:

State Filings Department  
Perr&Knight, Inc.  
881 Alma Real Drive, Suite 205  
Pacific Palisades, CA 90272  
Phone: (310) 230-9339 x120  
Fax: (310) 230-1061

Please contact me if you have any questions regarding this authorization.

Sincerely,

A handwritten signature in cursive script that reads "Cheryl R. Turner".

Cheryl Turner  
AVP  
Phone: (781) 332-7202  
e-mail: CTurner@onebeacon.com