

SERFF Tracking Number: PERR-125596466 State: Arkansas
 Filing Company: AXIS Insurance Company State Tracking Number: #101932 \$50
 Company Tracking Number: AXIS-OL-AR-08-01-F
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Sports and Entertainment Program
 Project Name/Number: AXIS-OL-AR-08-01-F/AXIS-OL-AR-08-01-F

Filing at a Glance

Company: AXIS Insurance Company
 Product Name: Sports and Entertainment Program SERFF Tr Num: PERR-125596466 State: Arkansas
 TOI: 17.0 Other Liability - Claims Made/Occurrence SERFF Status: Closed State Tr Num: #101932 \$50
 Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations Co Tr Num: AXIS-OL-AR-08-01-F State Status: Fees verified and received
 Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
 Author: Laura Jennette Disposition Date: 04/28/2008
 Date Submitted: 04/15/2008 Disposition Status: Approved
 Effective Date Requested (New): 05/15/2008 Effective Date (New):
 Effective Date Requested (Renewal): Effective Date (Renewal):
 State Filing Description:

General Information

Project Name: AXIS-OL-AR-08-01-F Status of Filing in Domicile: Pending
 Project Number: AXIS-OL-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: 04/28/2008 Deemer Date:
 Corresponding Filing Tracking Number:
 Filing Description:
 AXIS Insurance Company ("the Company") hereby files for your review independent forms for use in writing Sports and Entertainment Liability business. These materials are designed to facilitate the Company's entry into this market and desire to provide specific tailored coverages for these unique risks. Please note that the Company intends to target four specific segments of the Sports and Entertainment industry: (1) Entertainment; (2) Motor Sports; (3) Professional Sports, and 4) Amateur Sports.

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The enclosed materials are new and do not replace any existing material. The company has not previously written Commercial General Liability business of this nature and thus there are no existing insureds that will be impacted by implementation of this program. An explanatory filing memorandum is provided that outlines additional details.

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

We propose to implement this filing on the earlier of May 15, 2008.

Please do not hesitate to contact us with any questions or concerns.

Company and Contact

Filing Contact Information

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

Laura Jennette, State Filings Analyst doi@perrknight.com
881 Alma Real Drive Suite 205 (310) 230-9339 [Phone]
Pacific Palisades, CA 90272

Filing Company Information

AXIS Insurance Company CoCode: 37273 State of Domicile: Illinois
11680 Great Oaks Way Group Code: 3416 Company Type:
Ste. 500
Alpharetta, GA 30022 Group Name: AXIS Specialty State ID Number:
Limited
(678) 746-9423 ext. [Phone] FEIN Number: 39-1338397

Filing Fees

SERFF Tracking Number: PERR-125596466 State: Arkansas
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Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: AR filing fee is \$50.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
AXIS Insurance Company	\$0.00	04/15/2008	

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
101932	\$50.00	02/28/2008

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Correspondence Summary

Dispositions

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

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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	No
Supporting Document	Filing Memo & Letter of Authorization	Approved	No
Form	Commercial General Liability Section	Approved	No
Form	Umbrella/Excess Section	Approved	No
Form	Additional Insured-Athletic Trainers	Approved	No
Form	Additional Insured-Certificate Holders	Approved	No
Form	Additional Insured-Club Members	Approved	No
Form	Additional Insured-Designated Person or Organization	Approved	No
Form	Additional Insured-Designated Person or Organization-Written Contract or Agreement	Approved	No
Form	Additional Insured-Financial/Fiduciary Interest or Political Subdivisions	Approved	No
Form	Additional Insured-Lessor of Leased Equipment	Approved	No
Form	Additional Insured-Managers or Lessors of Premises	Approved	No
Form	Additional Insured-Sponsor-Limitation of Coverage	Approved	No
Form	Additional Insured-Volunteer Workers	Approved	No
Form	Aggregate Limit Per Club	Approved	No
Form	Aggregate Limit Per Event	Approved	No
Form	Aggregate Limit Per Official	Approved	No
Form	Amateur Sports Amendatory Endorsement	Approved	No
Form	Amendatory Exclusion Endorsement-Miscellaneous Liability	Approved	No
Form	Amusement Devices Exclusion	Approved	No
Form	Amusement/Water Park Attraction Notification	Approved	No
Form	Boat Race Endorsement	Approved	No
Form	Care Custody and Control Coverage Endorsement	Approved	No

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Form	Changes in Other Insurance Condition (GL)	Approved	No
Form	Changes in Other Insurance Condition (Liquor)	Approved	No
Form	Changes in Other Insurance Condition- Excess	Approved	No
Form	Changes-Aircraft, Auto or Watercraft Amendment	Approved	No
Form	Changes-Insureds in Media and Internet Type Businesses	Approved	No
Form	Changes-Who Is An Insured	Approved	No
Form	Child Care and Supervision Exclusion	Approved	No
Form	Commercial General Liability Elite Endorsement	Approved	No
Form	Communicable Disease Exclusion	Approved	No
Form	Conditions/Stipulations-Ride Maintenance-Limitation of Coverage	Approved	No
Form	Conditions/Stipulations-Waiver and Release-Limitation of Coverage	Approved	No
Form	Construction Operations Limited Coverage	Approved	No
Form	Contingent Coverage-Designated Activity, Service or Work	Approved	No
Form	Contingent Coverage-Motor Sports, Rap/Hip Hop/Heavy Metal Concerts	Approved	No
Form	Coverage Extension-Newly Acquired or Formed Organizations	Approved	No
Form	Coverage for Non-Monetary Claims - Arkansas	Approved	No
Form	Deductible Liability Insurance	Approved	No
Form	Deletion of Property Damage Exclusion- Personal Property in the Insured's Care, Custody or Control	Approved	No
Form	Drug Testing Liability-Limitation of Coverage	Approved	No
Form	Earned Premium	Approved	No
Form	Employee Definition Amendment-	Approved	No

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Rostered Players

Form	Excess Liquor Liability	Approved	No
Form	Exclusion of Aircraft Liability	Approved	No
Form	Exclusion of Liability Insurance Afforded Under Another Policy	Approved	No
Form	Exclusion-Administration of Drugs, Steroids or Performance Enhancers	Approved	No
Form	Exclusion-All Hazards Except Athletic or Sports Participants	Approved	No
Form	Exclusion-Animal	Approved	No
Form	Exclusion-Assault or Battery	Approved	No
Form	Exclusion-Cross Suits	Approved	No
Form	Exclusion-Designated Activity, Service or Work	Approved	No
Form	Exclusion-Performer(s)	Approved	No
Form	Exclusion-Punitive Damages	Approved	No
Form	Extended Notice of Cancellation or Nonrenewal	Approved	No
Form	Extension of Coverage-Auto Racing, and/or Non-Speed Annual Liability Insurance	Approved	No
Form	Extension of Coverage-Auto Racing, and/or Non-Speed Event Liability Insurance	Approved	No
Form	Free Agent Participant Coverage	Approved	No
Form	General Liability Self-Funded Retention	Approved	No
Form	General Liability Self-Insured Retention	Approved	No
Form	Instructors, Coaches and Sports Officials- Broadened Coverage	Approved	No
Form	Lack of Valid Waiver-Limitation of Coverage	Approved	No
Form	Leased Facility's Property Damage Coverage	Approved	No
Form	Limitation of Coverage-Emergency Medical Personnel Service Liability	Approved	No
Form	Limited Broadcasting Coverage	Approved	No

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Form	Limited Excess Fireworks Coverage	Approved	No
Form	Limited Fireworks Coverage	Approved	No
Form	Limited Professional Liability Coverage- Veterinarians	Approved	No
Form	Liquor Liability Self-Funded Retention	Approved	No
Form	Liquor Liability Self-Insured Retention	Approved	No
Form	Mandatory Accident Medical Coverage- Limitation of Coverage	Approved	No
Form	Medical Payment Deductible	Approved	No
Form	Minimum Earned Premium	Approved	No
Form	Minimum Earned Premium and Cancellation Clause	Approved	No
Form	Mobile Equipment Coverage-Animal Racing	Approved	No
Form	Officiating Activities-State High School Associations	Approved	No
Form	Participant Legal Liability-Accident Medical Warranty	Approved	No
Form	Horse Tracks - Participant Legal Liability	Approved	No
Form	Participant Legal Liability-Limitation of Coverage	Approved	No
Form	Participant Legal Liability-Limitation of Coverage-Including Player vs Player Exclusion	Approved	No
Form	Participant Legal Liability-Motorsports	Approved	No
Form	Participants Property Damage Legal Expense	Approved	No
Form	Pollution Amendatory Endorsement	Approved	No
Form	Professional Sports-All Trainers Coverage	Approved	No
Form	Professional Sports-Employed Trainers Coverage	Approved	No
Form	Property Damage Liability to Race Animals Coverage	Approved	No
Form	Race Official Professional Liability Coverage Endorsement	Approved	No

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Form	Race Team	Approved	No
Form	Schedule of Events	Approved	No
Form	Sexual Abuse or Molestation Coverage	Approved	No
Form	Sports Equipment in Insured's Care, Custody or Control	Approved	No
Form	Sudden and Accidental Pollution	Approved	No
Form	Tenant Users Liability Endorsement	Approved	No
Form	Tenant Users Liability Insurance Protection Exclusion-All Hazards in Connection With Designated Operations or Premises	Approved	No
Form	Tenant Users-Hazard Schedule Class	Approved	No
Form	Who Is An Insured Amendment-Joint Ventures	Approved	No
Form	Medical Payments Coverage-Volunteers, Directors, Officers	Approved	No
Form	Commercial General Liability Coverage Part Declarations	Approved	No
Form	Commercial General Liability Coverage Schedule	Approved	No
Form	Common Policy Declarations	Approved	No
Form	Liquor Liability Coverage Part Declarations	Approved	No
Form	Commercial Umbrella Liability Declarations	Approved	No

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Commercial General Liability Section	ACORD 126	2007/05	Application/ New Binder/Enrollment		0.00	ACORD CGL Application.pdf
Approved	Umbrella/Excess Section	ACORD 131	2007/09	Application/ New Binder/Enrollment		0.00	ACORD Umbrella Excess Application.pdf
Approved	Additional Insured-Athletic Trainers	AXIS 100202/08		Endorsement/Amendment/Conditions		0.00	Additional Insured-Athletic Trainers.pdf
Approved	Additional Insured-Certificate Holders	AXIS 100302/08		Endorsement/Amendment/Conditions		0.00	Additional Insured-Certificate Holders.pdf
Approved	Additional Insured-Club Members	AXIS 100402/08		Endorsement/Amendment/Conditions		0.00	Additional Insured-Club Members.pdf
Approved	Additional Insured-Designated Person or Organization	AXIS 100502/08		Endorsement/Amendment/Conditions		0.00	Additional Insured-DPO.pdf
Approved	Additional Insured-Designated Person or Organization-Written Contract or Agreement	AXIS 100602/08		Endorsement/Amendment/Conditions		0.00	Additional Insured-DPO-Written Contract.pdf

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Approved	Additional Insured-Financial/Fiduciary Interest or Political Subdivisions	AXIS 100702/08	Endorsement/Amendment/Conditions	New	0.00	Additional Insured-Financial Fiduciary Political.pdf
Approved	Additional Insured-Lessor of Leased Equipment	AXIS 100802/08	Endorsement/Amendment/Conditions	New	0.00	Additional Insured-Lessor of Leased Equipment.pdf
Approved	Additional Insured-Managers or Lessors of Premises	AXIS 100902/08	Endorsement/Amendment/Conditions	New	0.00	Additional Insured-Managers or Lessors of Premises.pdf
Approved	Additional Insured-Sponsor-Limitation of Coverage	AXIS 101002/08	Endorsement/Amendment/Conditions	New	0.00	Additional Insured-Sponsor-Limitation of Coverage.pdf
Approved	Additional Insured-Volunteer Workers	AXIS 101102/08	Endorsement/Amendment/Conditions	New	0.00	Additional Insured-Volunteer Workers.pdf
Approved	Aggregate Limit Per Club	AXIS 101202/08	Endorsement/Amendment/Conditions	New	0.00	Aggregate Limit Per Club.pdf
Approved	Aggregate Limit Per Event	AXIS 101302/08	Endorsement/Amendment/Conditions	New	0.00	Aggregate Limit Per Event.pdf
Approved	Aggregate Limit Per Official	AXIS 101402/08	Endorsement/Amendment/Conditions	New	0.00	Aggregate Limit Per Official.pdf

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Approval	Description	AXIS	Endorsement/Condition	Amount	File Name
Approved	Amateur Sports Amendatory Endorsement	AXIS 101502/08	Endorsement/Conditions	0.00	Amateur Sports Amendatory Endorsement.pdf
Approved	Amendatory Exclusion Endorsement-Miscellaneous Liability	AXIS 101602/08	Endorsement/Conditions	0.00	Amendatory Exclusion Endorsement-Misc Liability.pdf
Approved	Amusement Devices Exclusion	AXIS 101702/08	Endorsement/Conditions	0.00	Amusement Devices Exclusion.pdf
Approved	Amusement/Water Park Attraction Notification	AXIS 101802/08	Endorsement/Conditions	0.00	Amusement-Water Park Attraction Notification.pdf
Approved	Boat Race Endorsement	AXIS 102002/08	Endorsement/Conditions	0.00	Boat Race Endorsement.pdf
Approved	Care Custody and Control Coverage Endorsement	AXIS 102202/08	Endorsement/Conditions	0.00	Care Custody and Control Coverage Endorsement.pdf
Approved	Changes in Other Insurance Condition (GL)	AXIS 102302/08	Endorsement/Conditions	0.00	Changes In Other Insurance Condition_GL_.pdf
Approved	Changes in Other Insurance Condition (Liquor)	AXIS 102402/08	Endorsement/Conditions	0.00	Changes In Other Insurance

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		ons	Condition
Approved	Changes in Other AXIS 102502/08 Insurance Condition-Excess	Endorsement/Amendment/Conditions	_Liquor_.pdf Changes In Other Insurance Condition-Excess.pdf
Approved	Changes-Aircraft, AXIS 102602/08 Auto or Watercraft Amendment	Endorsement/Amendment/Conditions	Changes-Aircraft, Auto or Watercraft Amendment.pdf
Approved	Changes- AXIS 102702/08 Insureds in Media and Internet Type Businesses	Endorsement/Amendment/Conditions	Changes- Insureds in Media and Internet Type Businesses.pdf
Approved	Changes-Who Is AXIS 102802/08 An Insured	Endorsement/Amendment/Conditions	Changes- Who Is An Insured.pdf
Approved	Child Care and AXIS 102902/08 Supervision Exclusion	Endorsement/Amendment/Conditions	Child Care and Supervision Exclusion.pdf
Approved	Commercial AXIS 100002/08 General Liability Elite Endorsement	Endorsement/Amendment/Conditions	Commercial General Liability Elite Endorsement.pdf
Approved	Communicable AXIS 103002/08 Disease Exclusion	Endorsement/Amendment/Conditions	Communicable Disease Exclusion.pdf
Approved	Conditions/Stipul AXIS 103102/08	Endorsement New	Conditions-

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Approval	Description	Policy	Endorsement	Amount	File Name
	ations-Ride Maintenance- Limitation of Coverage		nt/Amendm ent/Condi ons		Stipulations- Ride Maintenance -Limitation of Coverage.pdf
Approved	Conditions/Stipul ations-Waiver and Release- Limitation of Coverage	AXIS 103202/08	Endorseme New nt/Amendm ent/Condi ons	0.00	Conditions- Stipulations- Waiver and Release- Limitation of Coverage.pdf
Approved	Construction Operations Limited Coverage	AXIS 103302/08	Endorseme New nt/Amendm ent/Condi ons	0.00	Construction Ops Limited Coverage.pdf
Approved	Contingent Coverage- Designated Activity, Service or Work	AXIS 103402/08	Endorseme New nt/Amendm ent/Condi ons	0.00	Contingent Coverage- Designated Activity, Service or Work.pdf
Approved	Contingent Coverage-Motor Sports, Rap/Hip Hop/Heavy Metal Concerts	AXIS 103502/08	Endorseme New nt/Amendm ent/Condi ons	0.00	Contingent Coverage- Motor Sports, Rap- Hip Hop- Heavy Metal Concerts.pdf
Approved	Coverage Extension-Newly Acquired or Formed Organizations	AXIS 103602/08	Endorseme New nt/Amendm ent/Condi ons	0.00	Coverage Extension- Newly Acquired or Formed Orgs.pdf
Approved	Coverage for Non-Monetary	AS 1037 02/08 AR	Endorseme New nt/Amendm	0.00	Coverage for Non-

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	Claims - Arkansas		ent/Condi ons		Monetary Claims- AR.pdf
Approved	Deductible Liability Insurance	AXIS 103802/08	Endorseme New nt/Amendm ent/Condi ons	0.00	Deductible Liability Insurance.pdf
Approved	Deletion of Property Damage Exclusion- Personal Property in the Insured's Care, Custody or Control	AXIS 104002/08	Endorseme New nt/Amendm ent/Condi ons	0.00	Deletion of Property Damage Exclusion- Personal Property in the insured's ccc.pdf
Approved	Drug Testing Liability-Limitation of Coverage	AXIS 104202/08	Endorseme New nt/Amendm ent/Condi ons	0.00	Drug Testing Liability- Limitation of Coverage.pdf
Approved	Earned Premium	AXIS 104302/08	Endorseme New nt/Amendm ent/Condi ons	0.00	Earned Premium.pdf
Approved	Employee Definition Amendment- Rostered Players	AXIS 104702/08	Endorseme New nt/Amendm ent/Condi ons	0.00	Employee Definition Amendment- Rostered Players.pdf
Approved	Excess Liquor Liability	AXIS 105002/08	Endorseme New nt/Amendm ent/Condi ons	0.00	Excess Liquor Liability.pdf
Approved	Exclusion of Aircraft Liability	AXIS 105102/08	Endorseme New nt/Amendm ent/Condi ons	0.00	Exclusion of Aircraft Liability.pdf
Approved	Exclusion of	AXIS 105302/08	Endorseme New	0.00	Exclusion of

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	Liability Insurance Afforded Under Another Policy		nt/Amendment/Conditions		Liability Insurance Afforded Under Another Policy.pdf
Approved	Exclusion-Administration of Drugs, Steroids or Performance Enhancers	AXIS 105402/08	Endorsement/Amendment/Conditions	0.00	Exclusion-Administration of Drugs, Steroids or Performance Enhancers.pdf
Approved	Exclusion-All Hazards Except Athletic or Sports Participants	AXIS 105502/08	Endorsement/Amendment/Conditions	0.00	Exclusion-All Hazards Except Athletic or Sports Participants.pdf
Approved	Exclusion-Animal	AXIS 105602/08	Endorsement/Amendment/Conditions	0.00	Exclusion-Animal.pdf
Approved	Exclusion-Assault or Battery	AXIS 105702/08	Endorsement/Amendment/Conditions	0.00	Exclusion-Assault or Battery.pdf
Approved	Exclusion-Cross Suits	AXIS 105802/08	Endorsement/Amendment/Conditions	0.00	Exclusion-Cross Suits.pdf
Approved	Exclusion-Designated Activity, Service or Work	AXIS 105902/08	Endorsement/Amendment/Conditions	0.00	Exclusion-Designated Activity, Service or Work.pdf
Approved	Exclusion-	AXIS 106002/08	Endorsement/Amendment/Conditions	0.00	Exclusion-

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	Performer(s)		nt/Amendm ent/Condi ons		Performer_s _.pdf
Approved	Exclusion- Punitive Damages	AXIS 106102/08	Endorseme New nt/Amendm ent/Condi ons	0.00	Exclusion- Punitive Damages.pdf
Approved	Extended Notice of Cancellation or Nonrenewal	AXIS 106302/08	Endorseme New nt/Amendm ent/Condi ons	0.00	Exended Notice of Cancellation or Nonrenewal. pdf
Approved	Extension of Coverage-Auto Racing, and/or Non-Speed Annual Liability Insurance	AXIS 106402/08	Endorseme New nt/Amendm ent/Condi ons	0.00	Extension of Coverage- Auto Racing, Non-Speed Annual Liability Insurance.pdf
Approved	Extension of Coverage-Auto Racing, and/or Non-Speed Event Liability Insurance	AXIS 106502/08	Endorseme New nt/Amendm ent/Condi ons	0.00	Extension of Coverage- Auto Racing, Non-Speed Event Liability Insurance.pdf
Approved	Free Agent Participant Coverage	AXIS 106602/08	Endorseme New nt/Amendm ent/Condi ons	0.00	Free Agent Participant Coverage.pdf
Approved	General Liability Self-Funded Retention	AXIS 106802/08	Endorseme New nt/Amendm ent/Condi ons	0.00	General Liability SFR.pdf
Approved	General Liability	AXIS 106902/08	Endorseme New	0.00	General

SERFF Tracking Number: PERR-125596466 State: Arkansas
 Filing Company: AXIS Insurance Company State Tracking Number: #101932 \$50
 Company Tracking Number: AXIS-OL-AR-08-01-F
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Sports and Entertainment Program
 Project Name/Number: AXIS-OL-AR-08-01-F/AXIS-OL-AR-08-01-F

	Self-Insured Retention		nt/Amendm ent/Condi tions		Liability SIR.pdf
Approved	Instructors, Coaches and Sports Officials- Broadened Coverage	AXIS 107202/08	Endorseme nt/Amendm ent/Condi tions	0.00	Instructors Coaches and Sports Officials- Broadened Coverage.pdf
Approved	Lack of Valid Waiver-Limitation of Coverage	AXIS 107302/08	Endorseme nt/Amendm ent/Condi tions	0.00	Lack of Valid Waiver- Limitation of Coverage.pdf
Approved	Leased Facility's Property Damage Coverage	AXIS 107402/08	Endorseme nt/Amendm ent/Condi tions	0.00	Leased Facility's Property Damage Coverage- FINAL.pdf
Approved	Limitation of Coverage- Emergency Medical Personnel Service Liability	AXIS 107602/08	Endorseme nt/Amendm ent/Condi tions	0.00	Limitation of Coverage- Emergency Med Personnel Service Liab- FINAL.pdf
Approved	Limited Broadcasting Coverage	AXIS 107802/08	Endorseme nt/Amendm ent/Condi tions	0.00	Limited Broadcasting Coverage.pdf
Approved	Limited Excess Fireworks Coverage	AXIS 107902/08	Endorseme nt/Amendm ent/Condi tions	0.00	Limited Excess Fireworks Coverage.pdf
Approved	Limited Fireworks	AXIS 108002/08	Endorseme New	0.00	Limited

SERFF Tracking Number: PERR-125596466 State: Arkansas
 Filing Company: AXIS Insurance Company State Tracking Number: #101932 \$50
 Company Tracking Number: AXIS-OL-AR-08-01-F
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Sports and Entertainment Program
 Project Name/Number: AXIS-OL-AR-08-01-F/AXIS-OL-AR-08-01-F

	Coverage		nt/Amendm ent/Condi ons		Fireworks Coverage.pd f
Approved	Limited Professional Liability Coverage-Veterinarians	AXIS 108102/08	Endorseme New nt/Amendm ent/Condi ons	0.00	Limited Professional Liability Coverage-Veterinarians.pdf
Approved	Liquor Liability Self-Funded Retention	AXIS 108202/08	Endorseme New nt/Amendm ent/Condi ons	0.00	Liquor Liability SFR.pdf
Approved	Liquor Liability Self-Insured Retention	AXIS 108302/08	Endorseme New nt/Amendm ent/Condi ons	0.00	Liquor Liability SIR.pdf
Approved	Mandatory Accident Medical Coverage-Limitation of Coverage	AXIS 108402/08	Endorseme New nt/Amendm ent/Condi ons	0.00	Mandatory Accident Medical Coverage-Limit.pdf
Approved	Medical Payment Deductible	AXIS 108502/08	Endorseme New nt/Amendm ent/Condi ons	0.00	Medical Payment Deductible.pdf
Approved	Minimum Earned Premium	AXIS 108602/08	Endorseme New nt/Amendm ent/Condi ons	0.00	Minimum Earned Premium.pdf
Approved	Minimum Earned Premium and Cancellation Clause	AXIS 108702/08	Endorseme New nt/Amendm ent/Condi ons	0.00	Minimum Earned Premium and Cancellation Clause.pdf
Approved	Mobile Equipment	AXIS 108802/08	Endorseme New nt/Amendm	0.00	Mobile Equipment

SERFF Tracking Number: PERR-125596466 State: Arkansas
 Filing Company: AXIS Insurance Company State Tracking Number: #101932 \$50
 Company Tracking Number: AXIS-OL-AR-08-01-F
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Sports and Entertainment Program
 Project Name/Number: AXIS-OL-AR-08-01-F/AXIS-OL-AR-08-01-F

Approval	Description	Policy Number	Endorsement/Condition	Amount	Attachment
	Coverage-Animal Racing		ent/Conditions		Coverage-Animal Racing.pdf
Approved	Officiating Activities-State High School Associations	AXIS 109002/08	Endorsement/Conditions	0.00	Officiating Activities-State High School Assoc.pdf
Approved	Participant Legal Liability-Accident Medical Warranty	AXIS 109102/08	Endorsement/Conditions	0.00	Participant Legal Liability-Accident Medical Warranty.pdf
Approved	Horse Tracks - Participant Legal Liability	AXIS 109202/08	Endorsement/Conditions	0.00	Participant Legal Liability-Horse Tracks.pdf
Approved	Participant Legal Liability-Limitation of Coverage	AXIS 109302/08	Endorsement/Conditions	0.00	Participant Legal Liability-Limitation of Coverage.pdf
Approved	Participant Legal Liability-Limitation of Coverage-Including Player vs Player Exclusion	AXIS 109402/08	Endorsement/Conditions	0.00	Participant Legal Liability-Limitation of Coverage-Including Player Vs Player Exclusion.pdf
Approved	Participant Legal Liability-Motorsports	AXIS1095 02/08	Endorsement/Conditions	0.00	Participant Legal Liability-

SERFF Tracking Number: PERR-125596466 State: Arkansas
 Filing Company: AXIS Insurance Company State Tracking Number: #101932 \$50
 Company Tracking Number: AXIS-OL-AR-08-01-F
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Sports and Entertainment Program
 Project Name/Number: AXIS-OL-AR-08-01-F/AXIS-OL-AR-08-01-F

Approval	Description	Policy Number	Endorsement/Condition	Amount	Attachment
Approved	Participants Property Damage Legal Expense	AXIS 109602/08	Endorsement/Conditions	0.00	Motorsports.pdf
Approved	Pollution Amendatory Endorsement	AXIS 109702/08	Endorsement/Conditions	0.00	Participants Property Damage Legal Expense.pdf
Approved	Professional Sports-All Trainers Coverage	AXIS 109802/08	Endorsement/Conditions	0.00	Pollution Amendatory Endorsement.pdf
Approved	Professional Sports-Employed Trainers Coverage	AXIS 109902/08	Endorsement/Conditions	0.00	Pro Sports-All Trainers Coverage.pdf
Approved	Property Damage Liability to Race Animals Coverage	AXIS 110002/08	Endorsement/Conditions	0.00	Pro Sports-Employed Trainers Coverage.pdf
Approved	Race Official Professional Liability Coverage Endorsement	AXIS 110102/08	Endorsement/Conditions	0.00	Property Damage Liability to Race Animals Coverage.pdf
Approved	Race Team	AXIS 110202/08	Endorsement/Conditions	0.00	Race Official Professional Liability Coverage Endorsement.pdf
Approved	Schedule of	AXIS 110302/08	Endorsement/Conditions	0.00	Race Team.pdf

SERFF Tracking Number: PERR-125596466 State: Arkansas
 Filing Company: AXIS Insurance Company State Tracking Number: #101932 \$50
 Company Tracking Number: AXIS-OL-AR-08-01-F
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Sports and Entertainment Program
 Project Name/Number: AXIS-OL-AR-08-01-F/AXIS-OL-AR-08-01-F

	Events		nt/Amendm ent/Condi ons		Events.pdf
Approved	Sexual Abuse or Molestation Coverage	AXIS 110402/08	Endorseme nt/Amendm ent/Condi ons	0.00	Sexual Abuse or Molestation Coverage.pdf
Approved	Sports Equipment in Insured's Care, Custody or Control	AXIS 110602/08	Endorseme nt/Amendm ent/Condi ons	0.00	Sports Equipment in Insured's CCC.pdf
Approved	Sudden and Accidental Pollution	AXIS 110702/08	Endorseme nt/Amendm ent/Condi ons	0.00	Sudden and Accidental Pollution.pdf
Approved	Tenant Users Liability Endorsement	AXIS 110902/08	Endorseme nt/Amendm ent/Condi ons	0.00	Tenant Users Liability Endorsemen t.pdf
Approved	Tenant Users Liability Insurance Protection Exclusion-All Hazards in Connection With Designated Operations or Premises	AXIS 111002/08	Endorseme nt/Amendm ent/Condi ons	0.00	Tenant Users Liability Insurance Protection Exclusion.pdf
Approved	Tenant Users-Hazard Schedule Class	AXIS 111102/08	Endorseme nt/Amendm ent/Condi ons	0.00	Tenant Users-Hazard Schedule Class.pdf
Approved	Who Is An Insured	AXIS 111502/08	Endorseme nt/Amendm	0.00	Who Is An Insured

SERFF Tracking Number: PERR-125596466 State: Arkansas
 Filing Company: AXIS Insurance Company State Tracking Number: #101932 \$50
 Company Tracking Number: AXIS-OL-AR-08-01-F
 TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
 Product Name: Sports and Entertainment Program
 Project Name/Number: AXIS-OL-AR-08-01-F/AXIS-OL-AR-08-01-F

	Amendment-Joint Ventures			ent/Conditions		Amendment-Joint Ventures.pdf
Approved	Medical Payments Coverage-Volunteers, Directors, Officers	AXIS 111602/08		Endorsement/Amendment/Conditions	0.00	Medical Payments Coverage-Volunteers Directors Officers.pdf
Approved	Commercial General Liability Coverage Part Declarations	CG 02/08 DEC0001		Declaration News/Schedule	0.00	CGL Declarations.pdf
Approved	Commercial General Liability Coverage Schedule	CG 02/08 SCH0001		Declaration News/Schedule	0.00	CGL Coverage Schedule Declarations.pdf
Approved	Common Policy Declarations	CO 02/08 DEC0001		Declaration News/Schedule	0.00	Common Policy Dec Page.pdf
Approved	Liquor Liability Coverage Part Declarations	LI 02/08 DEC0001		Declaration News/Schedule	0.00	Liquor Liability Declarations.pdf
Approved	Commercial Umbrella Liability Declarations	UM 02/08 DEC0001		Declaration News/Schedule	0.00	Comm Umbrella Declarations.pdf

CONTRACTORS

EXPLAIN ALL "YES" RESPONSES (For past or present operations)					Y / N
1. DOES APPLICANT DRAW PLANS, DESIGNS, OR SPECIFICATIONS FOR OTHERS?					<input type="checkbox"/>
2. DO ANY OPERATIONS INCLUDE BLASTING OR UTILIZE OR STORE EXPLOSIVE MATERIAL?					<input type="checkbox"/>
3. DO ANY OPERATIONS INCLUDE EXCAVATION, TUNNELING, UNDERGROUND WORK OR EARTH MOVING?					<input type="checkbox"/>
4. DO YOUR SUBCONTRACTORS CARRY COVERAGES OR LIMITS LESS THAN YOURS?					<input type="checkbox"/>
5. ARE SUBCONTRACTORS ALLOWED TO WORK WITHOUT PROVIDING YOU WITH A CERTIFICATE OF INSURANCE?					<input type="checkbox"/>
6. DOES APPLICANT LEASE EQUIPMENT TO OTHERS WITH OR WITHOUT OPERATORS?					<input type="checkbox"/>
DESCRIBE THE TYPE OF WORK SUBCONTRACTED	\$ PAID TO SUB-CONTRACTORS:	% OF WORK SUBCONTRACTED:	# FULL-TIME STAFF:	# PART-TIME STAFF:	

PRODUCTS/COMPLETED OPERATIONS

PRODUCTS	ANNUAL GROSS SALES	# OF UNITS	TIME IN MARKET	EXPECTED LIFE	INTENDED USE	PRINCIPAL COMPONENTS

EXPLAIN ALL "YES" RESPONSES (For any past or present product or operation) PLEASE ATTACH LITERATURE, BROCHURES, LABELS, WARNINGS, ETC.					Y / N
1. DOES APPLICANT INSTALL, SERVICE OR DEMONSTRATE PRODUCTS?					<input type="checkbox"/>
2. FOREIGN PRODUCTS SOLD, DISTRIBUTED, USED AS COMPONENTS? (If "YES", attach ACORD 815)					<input type="checkbox"/>
3. RESEARCH AND DEVELOPMENT CONDUCTED OR NEW PRODUCTS PLANNED?					<input type="checkbox"/>
4. GUARANTEES, WARRANTIES, HOLD HARMLESS AGREEMENTS?					<input type="checkbox"/>
5. PRODUCTS RELATED TO AIRCRAFT/SPACE INDUSTRY?					<input type="checkbox"/>
6. PRODUCTS RECALLED, DISCONTINUED, CHANGED?					<input type="checkbox"/>
7. PRODUCTS OF OTHERS SOLD OR RE-PACKAGED UNDER APPLICANT LABEL?					<input type="checkbox"/>
8. PRODUCTS UNDER LABEL OF OTHERS?					<input type="checkbox"/>
9. VENDORS COVERAGE REQUIRED?					<input type="checkbox"/>
10. DOES ANY NAMED INSURED SELL TO OTHER NAMED INSUREDS?					<input type="checkbox"/>

ADDITIONAL INTEREST/CERTIFICATE RECIPIENT

ACORD 45 attached for additional names

INTEREST	RANK:	NAME AND ADDRESS	REFERENCE #:	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER	
<input type="checkbox"/> ADDITIONAL INSURED					LOCATION:	BUILDING:
<input type="checkbox"/> LOSS PAYEE					VEHICLE:	BOAT:
<input type="checkbox"/> MORTGAGEE					SCHEDULED ITEM NUMBER:	
<input type="checkbox"/> LIENHOLDER					OTHER	
<input type="checkbox"/> EMPLOYEE AS LESSOR						
ITEM DESCRIPTION:						

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)	Y / N
1. ANY MEDICAL FACILITIES PROVIDED OR MEDICAL PROFESSIONALS EMPLOYED OR CONTRACTED?	<input type="checkbox"/>
2. ANY EXPOSURE TO RADIOACTIVE/NUCLEAR MATERIALS?	<input type="checkbox"/>
3. DO/HAVE PAST, PRESENT OR DISCONTINUED OPERATIONS INVOLVE(D) STORING, TREATING, DISCHARGING, APPLYING, DISPOSING, OR TRANSPORTING OF HAZARDOUS MATERIAL? (e.g. landfills, wastes, fuel tanks, etc)	<input type="checkbox"/>
4. ANY OPERATIONS SOLD, ACQUIRED, OR DISCONTINUED IN LAST FIVE (5) YEARS?	<input type="checkbox"/>
5. MACHINERY OR EQUIPMENT LOANED OR RENTED TO OTHERS?	<input type="checkbox"/>
6. ANY WATERCRAFT, DOCKS, FLOATS OWNED, HIRED OR LEASED?	<input type="checkbox"/>
7. ANY PARKING FACILITIES OWNED/RENTED?	<input type="checkbox"/>
8. IS A FEE CHARGED FOR PARKING?	<input type="checkbox"/>
9. RECREATION FACILITIES PROVIDED?	<input type="checkbox"/>
10. IS THERE A SWIMMING POOL ON THE PREMISES?	<input type="checkbox"/>
11. SPORTING OR SOCIAL EVENTS SPONSORED?	<input type="checkbox"/>
12. ANY STRUCTURAL ALTERATIONS CONTEMPLATED?	<input type="checkbox"/>
13. ANY DEMOLITION EXPOSURE CONTEMPLATED?	<input type="checkbox"/>
14. HAS APPLICANT BEEN ACTIVE IN OR IS CURRENTLY ACTIVE IN JOINT VENTURES?	<input type="checkbox"/>
15. DO YOU LEASE EMPLOYEES TO OR FROM OTHER EMPLOYERS?	<input type="checkbox"/>
16. IS THERE A LABOR INTERCHANGE WITH ANY OTHER BUSINESS OR SUBSIDIARIES?	<input type="checkbox"/>

GENERAL INFORMATION (continued)

EXPLAIN ALL "YES" RESPONSES (For all past or present operations)	Y / N
17. ARE DAY CARE FACILITIES OPERATED OR CONTROLLED?	<input type="checkbox"/>
18. HAVE ANY CRIMES OCCURRED OR BEEN ATTEMPTED ON YOUR PREMISES WITHIN THE LAST THREE (3) YEARS?	<input type="checkbox"/>
19. IS THERE A FORMAL, WRITTEN SAFETY AND SECURITY POLICY IN EFFECT?	<input type="checkbox"/>
20. DOES THE BUSINESSES' PROMOTIONAL LITERATURE MAKE ANY REPRESENTATIONS ABOUT THE SAFETY OR SECURITY OF THE PREMISES?	<input type="checkbox"/>

REMARKS

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND [NY: SUBSTANTIAL] CIVIL PENALTIES. (Not applicable in CO, FL, HI, MA, NE, OH, OK, OR or VT. In DC, LA, ME, TN, VA and WA insurance benefits may also be denied). IN FLORIDA, ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.



AGENCY CUSTOMER ID: _____

UMBRELLA / EXCESS SECTION

DATE (MM/DD/YYYY)

AGENCY				APPLICANT (First Named Insured)			
POLICY NUMBER				CARRIER			NAIC CODE
EFFECTIVE DATE	EXPIRATION DATE	<input type="checkbox"/> DIRECT BILL <input type="checkbox"/> AGENCY BILL	PAYMENT PLAN	AUDIT	FOR COMPANY USE ONLY		

POLICY INFORMATION

TRANSACTION TYPE				LIMIT OF LIABILITY		RETAINED LIMIT	
<input type="checkbox"/> NEW	<input type="checkbox"/> UMBRELLA	<input type="checkbox"/> OCCURRENCE	RETROACTIVE DATE		\$	EA OCC	\$
<input type="checkbox"/> RENEWAL	<input type="checkbox"/> EXCESS	<input type="checkbox"/> CLAIMS MADE	<input type="checkbox"/> PROPOSED	<input type="checkbox"/> CURRENT			
EXPIRING POL #:				\$	FIRST DOLLAR DEFENSE (Y/N)		

EMPLOYEE BENEFITS LIABILITY

LIMIT OF INSURANCE (Ea Employee)	AGGREGATE LIMIT FOR EBL	RETAINED LIMIT FOR EBL	RETROACTIVE DATE FOR EBL
\$	\$	\$	
NAME OF BENEFIT PROGRAM			

PRIMARY LOCATION & SUBSIDIARIES (ACORD 125)

#	NAME AND LOCATION OF PRIMARY AND ALL SUBSIDIARY COMPANIES (Describe Operations)	ANNUAL PAYROLL	ANN GROSS SALES	FOREIGN GROSS SALES	# EMPL
	NAME: LOCATION: DESCRIPTION:				

UNDERLYING INSURANCE

LIST ALL LIABILITY/COMPENSATION POLICIES IN FORCE TO APPLY AS UNDERLYING INSURANCE							+ - RATING MOD
TYPE	CARRIER/POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	LIMITS		ANNUAL RENEWAL PREMIUM	
AUTOMOBILE LIABILITY				CSL EA. ACC.	\$	\$	
				BI EA. ACC.	\$	\$	
				BI EA. PER.	\$	\$	
				PD EA. ACC.	\$	\$	
GENERAL LIABILITY POLICY TYPE <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE	\$	PREM/OPS	
				GENERAL AGGR	\$	\$	
				PROD & COMP OPS AGGREGATE	\$	PRODUCTS	
				PERSONAL & ADV INJURY	\$	\$	
				DAMAGE TO RENTED PREMISES	\$	OTHER	
				MEDICAL EXPENSE	\$	\$	
					\$		
EMPLOYERS LIABILITY				EACH ACCIDENT	\$	\$	
				DISEASE			
				EACH EMPLOYEE	\$		
				DISEASE POLICY LIMIT	\$		

ATTACH TO ACORD 125 AND ACORD 126

UNDERLYING INSURANCE (continued)

UNDERLYING GENERAL LIABILITY INFORMATION (Explain all "YES" responses)

1. ARE DEFENSE COSTS:	WITHIN AGGREGATE LIMITS?	A SEPARATE LIMIT?	UNLIMITED?
2. INDICATE THE EDITION DATE OF THE ISO FORM OR SIMILAR FILING FOR THE UNDERLYING COVERAGE:			
3. HAS ANY PRODUCT, WORK, ACCIDENT, OR LOCATION BEEN EXCLUDED, UNINSURED OR SELF INSURED FROM ANY PREVIOUS COVERAGE? (Y/N) <input type="checkbox"/>			
4. FOR CLAIMS MADE, INDICATE RETROACTIVE DATE OF CURRENT UNDERLYING POLICY:			
5. FOR CLAIMS MADE, INDICATE ENTRY DATE INTO UNINTERRUPTED CLAIMS MADE COVERAGE:			
6. FOR CLAIMS MADE, WAS "TAIL" COVERAGE PURCHASED FOR ANY PREVIOUS PRIMARY OR EXCESS POLICY? (Y/N) <input type="checkbox"/> EFF. DATE: _____			

CHECK ALL COVERAGES IN UNDERLYING POLICIES. ALSO CHECK IF ANY EXPOSURES ARE PRESENT FOR EACH COVERAGE. PROVIDE AN EXPLANATION. EXPLAIN IF DIFFERENT LIMITS, EXTENSIONS, OR EXCLUSIONS. EXPLAIN ANY SPECIAL COVERAGES BEYOND STANDARD FORMS. **EXPLAIN ALL EXPOSURES.**

CHECK IF APPROPRIATE	COVERAGE	EXPOSURE	COVERAGE	EXPOSURE
<input type="checkbox"/> ANY AUTO (SYMBOL 1)	CARE, CUSTODY, CONTROL	<input type="checkbox"/>	PROFESSIONAL LIABILITY (E&O)	<input type="checkbox"/>
<input type="checkbox"/> CGL - CLAIMS MADE	EMPLOYEE BENEFIT LIABILITY	<input type="checkbox"/>	VENDORS LIABILITY	<input type="checkbox"/>
<input type="checkbox"/> CGL - OCCURRENCE	FOREIGN LIABILITY/TRAVEL	<input type="checkbox"/>	WATERCRAFT LIABILITY	<input type="checkbox"/>
<input type="checkbox"/> COVERAGE	EXPOSURE	<input type="checkbox"/>		<input type="checkbox"/>
<input type="checkbox"/> AIRCRAFT LIABILITY	GARAGEKEEPERS LIABILITY	<input type="checkbox"/>		<input type="checkbox"/>
<input type="checkbox"/> AIRCRAFT PASSENGER LIABILITY	INCIDENTAL MEDICAL MALPRACTICE	<input type="checkbox"/>		<input type="checkbox"/>
<input type="checkbox"/> ADDITIONAL INTERESTS	LIQUOR LIABILITY	<input type="checkbox"/>		<input type="checkbox"/>
	POLLUTION LIABILITY	<input type="checkbox"/>		<input type="checkbox"/>

UNDERLYING INSURANCE COVERAGE INFORMATION (INCLUDE ALL RESTRICTIONS; E.G. LASER ENDORSEMENTS, DISCRIMINATION, SUBROGATION WAIVERS, OR EXTENSIONS OF COVERAGE - ATTACH SEPARATE SHEET IF NECESSARY)

PREVIOUS EXPERIENCE: (GIVE DETAILS OF ALL LIABILITY CLAIMS EXCEEDING \$10,000 OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS, DURING THE PAST 5 YEARS, WHETHER INSURED OR NOT. SPECIFY DATE, COVERAGE, DESCRIPTION, AMOUNT PAID, AMOUNT OUTSTANDING - ATTACH SEPARATE SHEET IF NECESSARY)

NO SUCH CLAIMS

CARE, CUSTODY, CONTROL

LOC	PROPERTY TYPE	VALUE	A*	B*	C*	D*	SQ FT OF BLDG OCC
	REAL						
	PERSONAL						

OCCUPANCY / DESCRIPTION OF PERSONAL PROPERTY

*APPLICANT: [A] IS HELD HARMLESS IN THE LEASE, [B] HAS A WAIVER OF SUBROGATION, [C] IS A NAMED INSURED IN THE FIRE POLICY, [D] OTHER (specify)

VEHICLES

TYPE	# OWNED	# NON-OWNED	# LEASED	PROPERTY HAULED	0-50 MI	50-200 MI	OVER 200 MI
PRIVATE PASSENGER							
TRUCKS	LIGHT						
	MEDIUM						
	HEAVY						
	EX. HEAVY						
TRUCKS/TRACTORS	HEAVY						
	EX. HEAVY						
BUSES							

ADDITIONAL EXPOSURES

EXPLAIN ALL "YES" RESPONSES, PROVIDE OTHER INFORMATION REQUIRED	Y/N
ADVERTISERS LIABILITY	
1. MEDIA USED: ANNUAL COST: \$	
2. ARE SERVICES OF AN ADVERTISING AGENCY USED?	<input type="checkbox"/>
3. ANY COVERAGE PROVIDED UNDER AGENCY'S POLICY?	<input type="checkbox"/>
AIRCRAFT LIABILITY	
4. DOES APPLICANT OWN/LEASE/OPERATE AIRCRAFT?	<input type="checkbox"/>
AUTO LIABILITY	
5. ARE EXPLOSIVES, CAUSTICS, FLAMMABLES OR OTHER DANGEROUS CARGO HAULED?	<input type="checkbox"/>
6. ARE PASSENGERS CARRIED FOR A FEE?	<input type="checkbox"/>
7. ANY UNITS NOT INSURED BY UNDERLYING POLICIES?	<input type="checkbox"/>
8. ARE ANY VEHICLES LEASED OR RENTED TO OTHERS?	<input type="checkbox"/>
9. ARE HIRED AND NON/OWNED COVERAGES PROVIDED?	<input type="checkbox"/>
CONTRACTORS LIABILITY	
10. IS BRIDGE, DAM, OR MARINE WORK PERFORMED?	<input type="checkbox"/>
11. DESCRIBE TYPICAL JOBS PERFORMED (Attach additional sheets if more space is required)	
12. DESCRIBE AGREEMENT (Attach additional sheets if more space is required)	
13. DOES APPLICANT OWN, RENT, OR OTHERWISE USE CRANES?	<input type="checkbox"/>
14. DO SUBCONTRACTORS CARRY COVERAGES OR LIMITS LESS THAN APPLICANT?	<input type="checkbox"/>
EMPLOYERS LIABILITY	
15. IS APPLICANT SELF-INSURED IN ANY STATE?	<input type="checkbox"/>
16. SUBJECT TO:	
<input type="checkbox"/> JONES ACT <input type="checkbox"/> FELA <input type="checkbox"/> STOP GAP <input type="checkbox"/> OTHER:	
INCIDENTAL MALPRACTICE LIABILITY	
17. IS A HOSPITAL OR FIRST AID FACILITY MAINTAINED?	<input type="checkbox"/>
18. ARE COVERAGES PROVIDED FOR DOCTORS / NURSES?	<input type="checkbox"/>
19. INDICATE # OF DOCTORS: NURSES: BEDS:	

ADDITIONAL EXPOSURES (continued)

AGENCY CUSTOMER ID: _____

EXPLAIN ALL "YES" RESPONSES, PROVIDE OTHER INFORMATION REQUIRED										Y/N
POLLUTION LIABILITY										
EPA #:										
20. DO CURRENT OR PAST PRODUCTS, OR THEIR COMPONENTS, CONTAIN HAZARDOUS MATERIALS THAT MAY REQUIRE SPECIAL DISPOSAL METHODS?										<input type="checkbox"/>
21. INDICATE THE COVERAGES CARRIED:										
<input type="checkbox"/>	GL WITH STANDARD ISO POLLUTION EXCLUSION				<input type="checkbox"/>	GL WITH POLLUTION COVERAGE ENDORSEMENT				
<input type="checkbox"/>	GL WITH STANDARD SUDDEN & ACCIDENTAL ONLY				<input type="checkbox"/>	SEPARATE POLLUTION COVERAGE				
PRODUCT LIABILITY										
22. ARE MISSILES, ENGINES, GUIDANCE SYSTEMS, FRAMES OR ANY OTHER PRODUCT USED / INSTALLED IN AIRCRAFT?										<input type="checkbox"/>
23. ANY FOREIGN OPERATIONS, FOREIGN PRODUCTS DISTRIBUTED IN THE USA OR US PRODUCTS SOLD / DISTRIBUTED IN FOREIGN COUNTRIES? (If "YES", Attach ACORD 815)										<input type="checkbox"/>
24. PRODUCT LIABILITY LOSS IN PAST THREE (3) YEARS? (SPECIFY)										<input type="checkbox"/>
25. GROSS SALES FROM EACH OF LAST THREE (3) YEARS: \$ _____ \$ _____ \$ _____										
PROTECTIVE LIABILITY										
26. DESCRIBE INDEPENDENT CONTRACTORS (Attach additional sheets if more space is required)										
WATERCRAFT LIABILITY										
27. DOES APPLICANT OWN OR LEASE WATERCRAFT?										<input type="checkbox"/>
# OWNED	LENGTH	HORSEPOWER	# OWNED	LENGTH	HORSEPOWER	# OWNED	LENGTH	HORSEPOWER		
APARTMENTS / CONDOMINIUMS / HOTELS / MOTELS										
# STORIES	# UNITS	# SWIMMING POOLS	# DIVING BOARDS	# STORIES	# UNITS	# SWIMMING POOLS	# DIVING BOARDS			

REMARKS (Attach additional sheets if more space is required)

REMARKS

SIGNATURE

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND [NY: SUBSTANTIAL] CIVIL PENALTIES. (Not applicable in CO, FL, HI, MA, NE, OH, OK, OR or VT; in DC, LA, ME, TN, VA and WA, insurance benefits may also be denied)

IN FLORIDA, ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

IN MASSACHUSETTS, NEBRASKA, OREGON AND VERMONT, ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND MAY SUBJECT THE PERSON TO CRIMINAL AND CIVIL PENALTIES.

IF THE COMPANY TO WHICH I AM APPLYING OFFERS UNINSURED MOTORISTS (UM) AND/OR UNDERINSURED MOTORISTS (UIM) COVERAGE IN MY STATE:

UNINSURED MOTORISTS (UM) COVERAGE: \$ _____ * UNDERINSURED MOTORISTS (UIM) COVERAGE: \$ _____ *

* IF APPLICABLE IN YOUR STATE

APPLICABLE ONLY IN GEORGIA, LOUISIANA, NEW HAMPSHIRE, VERMONT AND WISCONSIN

APPLICABLE ONLY IN GEORGIA AND LOUISIANA:

I ACKNOWLEDGE THAT UM COVERAGE HAS BEEN EXPLAINED TO ME, AND I HAVE BEEN OFFERED THE OPTION OF SELECTING UM LIMITS EQUAL TO MY LIABILITY LIMITS, UM LIMITS LOWER THAN MY LIABILITY LIMITS, OR TO REJECT UM COVERAGE ENTIRELY.

1. I SELECT UM LIMITS INDICATED IN THIS APPLICATION. OR 2. I REJECT UM COVERAGE IN ITS ENTIRETY.
 (INITIALS) (INITIALS)

APPLICABLE ONLY IN NEW HAMPSHIRE:

I ACKNOWLEDGE THAT UM COVERAGE HAS BEEN EXPLAINED TO ME, AND I HAVE BEEN OFFERED THE OPTION OF SELECTING UM LIMITS EQUAL TO MY LIABILITY LIMITS OR TO REJECT UM COVERAGE ENTIRELY.

1. I SELECT UM LIMITS INDICATED IN THIS APPLICATION. OR 2. I REJECT UM COVERAGE IN ITS ENTIRETY.
 (INITIALS) (INITIALS)

APPLICABLE ONLY IN VERMONT:

I ACKNOWLEDGE THAT I HAVE BEEN OFFERED UM COVERAGE EQUAL TO MY LIABILITY LIMITS. I HAVE SELECTED THE LIMITS INDICATED IN THIS APPLICATION.

APPLICABLE ONLY IN WISCONSIN:

UM COVERAGE: IS AVAILABLE IS NOT AVAILABLE UIM COVERAGE: IS AVAILABLE IS NOT AVAILABLE

IMPORTANT - THE STATEMENTS (ANSWERS) GIVEN ABOVE ARE TRUE AND ACCURATE. THE APPLICANT HAS NOT WILLFULLY CONCEALED OR MISREPRESENTED ANY MATERIAL FACT OR CIRCUMSTANCE CONCERNING THIS APPLICATION. THIS APPLICATION DOES NOT CONSTITUTE A BINDER.

APPLICANT'S SIGNATURE

DATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – ATHLETIC TRAINERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

	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 (Any One Premises)	\$
Medical Expense Limit (Any One Person)	\$

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

- A. SECTION II – WHO IS AN INSURED 2.a. (1) and (2)** are amended to include as an insured any “employee” or “volunteer worker” working on your behalf as a trainer, while acting within the scope of his or her duties for you as such. A trainer is defined as anyone who, under the direction, advice, and consent of his or her team physician, carries out the practice of prevention and/or physical rehabilitation of injuries incurred by athletes. However, no “employee(s)” or “volunteer worker(s)” are insureds for “bodily injury” to you or, if you are a partnership or joint venture, to any partner or member.
- B.** The Limits of Insurance with respect to this endorsement are shown in the above Schedule. These limits are included in, and are not in addition to, the limits shown in the Declarations of this policy.
- C.** If other valid and collectible insurance with any other insurer, including any formal self-insured retention program, is available to you and/or any other insured, with respect to a loss also subject to the terms hereof, other than insurance that is in excess of that afforded by this policy, the insurance afforded herein will be in excess of and will not share with such other insurance. Nothing herein shall be construed to make this endorsement subject to the terms, conditions, and limitation of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance.**
- D.** The coverage described herein is only applicable if the “employee” or volunteer who is a trainer and member of the national Athletic Trainers Association maintains professional liability coverage with limits not less than \$1,000,000 each occurrence, \$3,000,000 in the aggregate.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION II – WHO IS AN INSURED is amended to include any Certificate Holder, identified as an additional insured on a Certificate of Insurance issued by American Specialty Insurance & Risk Services, Inc. dba A.S.I.R.S.I. Insurance Agency, American Specialty Insurance & Risk Services Agency, and A S Insurance & Risk Services Agency, but only for liability arising out of the negligence of the named insured.

The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are inclusive of and not in addition to the limits of insurance shown in the declarations.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CLUB MEMBERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any of your club members, but only with respect to their liability for activities they perform on your behalf.

No club member is an additional insured for “bodily injury” or “personal and advertising injury” arising out of his or her providing or failing to provide professional healthcare services.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION WRITTEN CONTRACT OR WRITTEN AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION II – WHO IS AN INSURED is amended to include any person or organization you are required to add as an additional insured to this policy by written contract or written agreement which is:

1. currently in effect or coming into effect during the term of this policy; and
2. executed prior to any “property damage,” “bodily injury,” or “personal and advertising injury.”

It is further understood and agreed that **SECTION II – WHO IS AN INSURED** is amended to also include any person or organization designated in the Schedule as an additional insured.

Schedule

Coverage provided to any additional insured designated in the Schedule applies as follows:

That person or organization is only an additional insured with respect to liability caused by the negligent acts or omissions of the Named Insured as shown on the declarations page of this policy.

The limits of insurance applicable to the additional insured are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are inclusive of and not in addition to the limits of insurance shown in the declarations.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – FINANCIAL / FIDUCIARY INTEREST OR
POLITICAL SUBDIVISIONS**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

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

SECTION II – WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule as an Insured but only with respect to liability arising out of your negligent acts or omissions.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies Insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

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

SECTION II — WHO IS AN INSURED is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply:

- a. To any “occurrence” which takes place after the equipment lease expires;
- b. To “bodily injury” or “property damage” arising out of the sole negligence of the person or organization shown in the Schedule.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Schedule

1. Designation of "Premises" (Part Leased to or used by You):
2. Name of Person or Organization (Additional Insured):
3. Additional Premium:

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

SECTION II—WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your negligent acts or omissions with respect to your use of that part of the "premises" leased to you or which you have otherwise been permitted to use and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that "premises".
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – SPONSOR – LIMITATION OF COVERAGE

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Person or Organization:

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

- A. SECTION II — WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your negligent acts or omissions with respect to its sponsorship of any covered activity.
- B.** This insurance does not apply to structural alterations, new construction, and demolition operations performed by or for that person or organization.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VOLUNTEER WORKERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 2. of **SECTION II – WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

2. Each of the following is also an insured:

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

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

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by
you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

Paragraph 20. of **SECTION V – DEFINITIONS** is deleted in its entirety and replaced by the following:

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work or who are paid less than \$5,000 a year for their assistance and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you. Independent contractors who are paid a fee for their services are not volunteer workers.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AGGREGATE LIMIT PER CLUB

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The General Aggregate Limit shown under **SECTION III – LIMITS OF INSURANCE** applies separately to each club insured under this policy.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AGGREGATE LIMIT PER EVENT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The General Aggregate Limit shown under **SECTION III – LIMITS OF INSURANCE** applies separately to each of your events.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AGGREGATE LIMIT PER OFFICIAL

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The General Aggregate Limit shown under **SECTION III – LIMITS OF INSURANCE** applies separately to each official.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMATEUR SPORTS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION II – WHO IS AN INSURED is amended to include members of the governing body and/or their appointed officers (including volunteer workers or individuals paid less than \$5,000 per year for their assistance), Association, League, Team, Camp or School Officers or Officials; Coaches, Managers, Trainers and their Assistants, Game Officials and Referees except independent contractors who are paid a fee for their services; Statisticians and Scorers except independent contractors who are paid a fee for their services; Groundskeepers and Ushers; Volunteer Workers; Concession and Refreshment Stand Workers except independent contractors who are paid a fee for their services; and individual Participants and Players except that:

1. No player is an insured with respect to a claim or a suit brought by another player under this policy.
2. No volunteer is an insured for “bodily injury” or “personal and advertising injury” arising out of his or her providing or failing to provide professional health care services.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY EXCLUSION ENDORSEMENT – MISCELLANEOUS LIABILITY

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed that such coverage as is afforded by the policy does not apply to:

- a. Radio, television, and motion picture producers' errors and omissions liability;
- b. Advertisers' errors and omissions liability;
- c. Broadcasters' errors and omissions liability;
- d. Publishers' errors and omissions liability;
- e. Liability arising from any publication or literature including any musical material conducted or composed by you or on your behalf; and
- f. Liability arising out of contracts or agreements with labor unions except entertainment related unions or professional guilds.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMUSEMENT DEVICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Covered Amusement Devices (if any):

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

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of any amusement device, other than those shown in the above Schedule. Losses resulting from any other amusement device are excluded hereunder.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMUSEMENT/WATER PARK ATTRACTION NOTIFICATION

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART**

Schedule

<u>Manufacturer's Name</u>	<u>Park (Nickname)</u>	<u>Manufacturer</u>	<u>Serial Number</u>
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(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

The insurance provided under the policy applies only to those rides/attractions listed in the Schedule. Notwithstanding, no insurance applies for "bodily injury" or "property damage" for rides/attractions (1) which have been modified; or (2) which do not meet or exceed manufacturing and/or American Society for Testing and Materials – F24 Specifications.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BOAT RACE ENDORSEMENT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph (1) of Exclusion **g. Aircraft, Auto Or Watercraft** under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended to read as follows:

- (1) A watercraft while ashore on premises you own or rent, or watercraft used in or while in practice or preparation for a sanctioned pre-arranged racing or speed contest.

Exclusion **h. Mobile Equipment, (2)** under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted in its entirety.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CARE CUSTODY AND CONTROL COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Care Custody and Control Limit

Per Occurrence: \$

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

We will pay on behalf of the insured an amount not to exceed the amount shown in the Schedule per "occurrence," under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for any loss for which the insured shall become obligated to pay as damage for loss of, or damage to property in the care, custody, or control of the insured, or over which the insured, for any purpose, is exercising physical control. These limits are included in, and are not in addition to, the limits shown in the Declarations of this policy.

All other terms, provisions, conditions, and exclusions, except **Exclusion (j)** paragraph **(4)** of **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** apply. **Exclusion (j)** paragraph **(4)** does not apply to the amount per "occurrence" as set forth above.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

4. Other Insurance

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

This insurance shall be excess of any other valid and collectible insurance.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE PART

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

4. Other Insurance

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

This insurance shall be excess over any of the other insurance, whether primary, excess contingent or on any other basis.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES IN OTHER INSURANCE CONDITION – EXCESS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to subparagraph **b.(1)(a) Excess Insurance** under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph **4. Other Insurance**:

- (v) That is insurance which provides coverage for:

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES – AIRCRAFT, AUTO OR WATERCRAFT AMENDMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion **g. Aircraft, Auto or Watercraft** under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** does not apply to remote controlled mini-blimps or parachutes operated by the Named Insured.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES – INSUREDS IN MEDIA AND INTERNET TYPE BUSINESSES

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph **j. Insureds In Media And Internet Type Businesses** under **SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** is replaced by the following:

j. Insureds In Media And Internet Type Businesses

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

1. Advertising, broadcasting, publishing, or telecasting;
2. Designing or determining content of websites for others; or
3. An internet search, access, content, or service provider.

However, paragraph 1. does not apply to the following designated individuals in the performance of their duties on behalf of the team and/or scheduled items related to the team.

Individual(s)

Team Items

However, this exclusion does not apply to paragraphs **14. a., b. and c.** under **SECTION V – DEFINITIONS.**

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

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES – WHO IS AN INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph **2.a.(1)** under **SECTION II – WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- (1) “Bodily injury” or “personal and advertising injury”:
 - (a) to you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-“employee” while in the course of his or her employment or performing duties related to the conduct of your business, or to your other “volunteer workers” while performing duties related to the conduct of your business, unless they are employed in a position of supervisor or above;
 - (b) to the spouse, child, parent, brother or sister of that co-“employee” or “volunteer worker” as a consequence of paragraph (1)(a) above, unless they are employed in a position of supervisor or above;
 - (c) for which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above, unless they are employed in a position of supervisor or above; or
 - (d) arising out of his or her providing or failing to provide professional health care services.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHILD CARE AND SUPERVISION EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is hereby understood and agreed that no coverage is provided for losses or damages arising out of and in the course of the insured's performance of babysitting, child care services, or any other similar activity involving the care and supervision of children.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ELITE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposures are provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy.

Throughout this endorsement the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Unless otherwise stated herein, the terms, conditions, exclusions and other limitations set forth in this endorsement are solely applicable to coverage afforded by this endorsement, and this endorsement amends the policy as follows:

- A. Expected or Intended Injury – removed exclusion for "property damage" resulting from the use of reasonable force to protect persons or property;
- B. Non-owned Watercraft Extension – coverage length is increased to 58 ft.;
- C. Supplementary Payments – bail bonds increased to \$2,500/Loss of earnings increased to \$500 each day; added employee indemnification defense coverage
- D. Who Is An Insured – broadened to include newly acquired or formed organizations until policy expiration; added blanket additional insured status for funding source;
- E. Notice and Knowledge of Occurrence;
- F. Unintentional Failure To Disclose Hazards – coverage is not prejudiced;
- G. Broadened definition of Advertising Injury – includes televised or videotaped publication;
- H. Bodily Injury – amended definition to include mental anguish;
- I. Personal Injury – amended definition to include abuse of process/discrimination;
- J. Liberalization Clause;
- K. Damage to Premises Rented to You Limit – increased to \$300,000 for Fire, Lightning, Explosion, Smoke and Leaks from Sprinklers;
- L. Additional Coverages and Limits

A. Expected Or Intended Injury

Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability, 2. Exclusions, a. Expected Or Intended Injury is deleted and replaced by the following:

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” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. Non-owned Watercraft Extension

Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability, 2. Exclusions, g. Aircraft, Auto Or Watercraft, (2) is amended to read as follows:

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

- (a) Less than 58 feet long; and
- (b) Not being used to carry persons or property for a charge.

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft.

The coverage provided by this non-owned watercraft extension is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

C. Supplementary Payments

Section I – Coverages, Supplementary Payments – Coverages A and B is amended as follows:

- a. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and
- b. The limit for loss of earnings is changed from \$250 a day to \$500 a day.
- c. The following is added:
 - 3. We will pay on your behalf defense costs incurred by an “employee” in a criminal proceeding. However, you must have a prior written agreement with such “employee” whereby you agree to indemnify the “employee” for such defense costs and the agreement includes a provision for repayment of defense costs in the event of an adverse judgment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the number of employees, claims or "suits" brought or persons or organizations making claims or bringing "suits".

D. Who Is An Insured

Section II – Who Is An Insured is amended as follows:

- 1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, 3., a. is amended to read as follows:
 - a. Coverage under this provision is afforded until the end of the policy period.
- 2. The following is added:
 - 4. Any person or organization with respect to their liability arising out of:
 - a. Their financial control of you; or
 - b. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

E. Notice and Knowledge of Occurrence

- 1. If you report an accident, injury, or “occurrence” to your workers’ compensation insurer or your auto liability insurer and later you discover that you should have reported the accident or “occurrence” to us, we will not consider your failure to report the accident or “occurrence” earlier a violation of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in The Event of an Occurrence, Offense,

Claim or Suit, as long as you give us notice as soon as you are aware that the “occurrence” may be a general liability claim rather than an auto liability claim or a workers’ compensation claim.

2. Section IV – Commercial General Liability Conditions, 2. Duties In The Event of Occurrence, Offense, Claim or Suit, subparagraph a. is deleted and replaced by the following:
 - a. You must see to it that we are notified promptly of an “occurrence” or an offense which may result in a claim. You, or someone acting on your behalf, must give this notice to us or any of our authorized agents as soon as practicable after you know of the “occurrence” or offense if you are an individual; after one of your partners knows of the “occurrence” or offense if you are a partnership; or after one of your executive officers or your insurance manager knows of the “occurrence” or offense if you are a corporation. 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.

However, knowledge of an “occurrence”, offense, claim or “suit” by an agent, servant, or “employee” of any insured, and receipt of any demand, notice, summons, or other legal paper in connection with a claim or “suit” by any agent, servant, or “employee” of any insured, shall not in itself constitute your knowledge unless one of your officers, managers or partners has received such demand, notice, summons, or legal paper from the agent, servant, or “employee.”

F. Unintentional Failure To Disclose Hazards

Section IV – Commercial General Liability Conditions, 6. Representations is amended to include the following:

- d. Your failure to disclose all hazards or prior “occurrences” known or existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose all hazards or prior “occurrences” is not intentional.

G. Advertising Injury – Televised Or Videotaped Publication

1. Section V – Definitions, 14. (d) and (e) are changed to read as follows:
 14. “Personal and advertising injury” means injury, including consequential “bodily injury”, arising out of one or more of the following offenses:
 - d. Oral, written, televised or videotaped publication, in any manner, of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services;
 - e. Oral, written, televised or videotaped publication, in any manner, of material that violates a person’s right of Pivacy;
2. Section I – Coverages, Coverage B Personal and Advertising Injury Liability, 2. Exclusions, b. and c. are amended to read as follows:
 - b. Material Published With Knowledge Of Falsity
“Personal and advertising injury” arising out of oral, written, televised or videotaped publication of material, if done by or at the direction of the insured with knowledge of its falsity;
 - c. Material Published Prior To Policy Period
“Personal and advertising injury” arising out of oral, written, televised or videotaped publication of material whose first publication took place before the beginning of the policy period.

H. Bodily Injury – Mental Anguish

Section V – Definitions, 3. is amended to read as follows:

3. “Bodily injury” means bodily injury, sickness or disease sustained by a person, and includes mental anguish, mental injury, shock or humiliation resulting from these. Except for mental anguish, mental injury, shock or humiliation, bodily injury also includes death resulting from such bodily injury, sickness or disease.

I. Personal Injury – Abuse Of Process/Discrimination

If Personal and Advertising Injury Liability Coverage (Coverage B) is not otherwise excluded from this Coverage Part, Section V – Definitions, 14. is amended as follows:

1. Item b. is amended to read as follows:
 - b. Malicious prosecution or abuse of process;
2. The following is added:
 - h. Discrimination based on race, color, religion, sex, age or national origin, except when:
 - (1) Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (a) Any insured; or
 - (b) Any executive officer, director, stockholder, partner or member of the insured; or
 - (2) Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or
 - (3) Directly or indirectly related to the sale, rental, lease or sub-lease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
 - (4) Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The insurance afforded by this paragraph h. does not apply to fines or penalties imposed because of discrimination.

J. Liberalization

If we revise or replace our policy form to provide more coverage without additional premium charge, we will automatically provide the additional coverage as of the day the revision is effective in your state.

K. Fire, Lightning, Explosion, Smoke and Leaks from Sprinklers

If damage by fire to premises rented to you is not otherwise excluded from this Commercial General Liability Coverage Part, the word “fire” is changed to “fire, lightning, explosion, smoke, or leakage from automatic fire protective systems” where it appears in:

1. The Limits of Insurance section of the Declarations as the Damage to Premises Rented to You Limit (Any One Premises). That limit:
 - a. Is changed subject to all the terms of Limits of Insurance (Section III) to the greater of:
 - (1) \$300,000; or
 - (2) The amount shown in the declarations as the Damage to Premises Rented to You Limit (Any One Premises).
 - b. Subject to a. above, the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof is the greater of a. (1) or (2) above.
2. The last paragraph of Section I – Coverages, Coverage A Bodily Injury and Property Damage Liability, 2. Exclusions;
3. Paragraph 6. of Limits of Insurance (Section III – Limits Of Insurance);
4. Paragraph b.(1)(a) of the Other Insurance Condition (Section IV – Conditions); and
5. Paragraph a. of the definition of “insured contract” (Section V – Definitions).

L. Additional Coverages and Limits

The following is a summary of Limits of Insurance or Liability and/or additional coverages provided by this endorsement. This endorsement is subject to the provisions of the policy to which it is attached.

Identity Theft Expense	\$25,000
Terrorism Travel Reimbursement	\$25,000
Emergency Real Estate Consulting Fee	\$25,000
Temporary Meeting Space Reimbursement	\$25,000
Workplace Violence Counseling	\$25,000
Kidnap Expense.....	\$50,000

Key Individual Replacement Expenses	\$50,000
Image Restoration and Counseling	\$25,000
Donation Assurance	\$25,000
Business Travel	\$25,000

1. Conditions

a. Applicability of Coverage

Coverage provided by your policy and any endorsements attached thereto is amended by this endorsement where applicable.

b. Limits of Liability or Limits of Insurance

(1) When coverage is provided by this endorsement and another coverage form or endorsement attached to this policy, the greater limit of Limits of Liability or Limits of Insurance will apply. In no instance will multiple limits apply to coverages which may be duplicated within this policy. Additionally, if this policy and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same occurrence, offense, wrongful act, accident or loss, the maximum Limits of Liability or Limit of Insurance under all such coverage parts or policies combined shall not exceed the highest applicable Limits of Liability or Limit of Insurance under any one coverage part or policy.

(2) Limits of Liability or Limits of Insurance identified above are not excess of, but are in addition to the applicable Limits of Insurance stated in the Declarations.

c. Claim Expenses

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

2. Coverages

a. Identity Theft Expense

We will reimburse any present Director or Officer of the Named Insured, for "Identity Theft Expenses" incurred as the direct result of any "Identity Theft" first discovered and reported during the policy period, provided that it began to occur subsequent to the effective date of the Insured's first policy with the Company. The limit for this coverage will be \$25,000 per policy period for all Insureds combined. No deductible applies to this coverage.

b. Terrorism Travel Reimbursement

The Company will reimburse any present Director or Officer of the Named Insured in the event of a "Certified Act of Terrorism" during the policy period which necessitates that he/she incurs "Emergency Travel Expenses". The limit for this coverage will be \$25,000 per policy period for all Insureds combined. No deductible applies to this coverage.

c. Emergency Real Estate Consulting Fee

The Company will reimburse the Insured any realtor's fee or real estate consultant's fee necessitated by the Insured's need to relocate due to the "unforeseeable destruction" of the Insured's principal location listed on the Declarations page during the policy period. The limit for this coverage will be \$25,000 per policy period for all Insureds combined. No deductible applies to this coverage.

d. Temporary Meeting Space Reimbursement

The Company will reimburse the Insured for rental of meeting space which is necessitated by the temporary unavailability of the Insured's primary office space due to the failure of a climate control system, or leakage of a hot water heater during the policy period. Coverage will exist only for the renting of temporary meeting space required for meeting with parties who are not insured under this policy. The limit for this coverage will be \$25,000 per policy period for all Insureds combined. No deductible applies to this coverage.

e. Workplace Violence Counseling

In the event that an incidence of "workplace violence" occurs at any of the Insured's premises during the policy period, the Company will reimburse the Insured for expenses incurred for the emotional counseling of employees of the Insured, during the policy period. The limit for this coverage will be \$25,000 per policy period for all Insureds combined. No deductible applies to this coverage.

f. Kidnap Expense

The Company will pay on behalf of any Officer or Director of the Insured, reasonable fees incurred as a result of the kidnapping of them or their spouse, "domestic partner", parent or child during the policy period, subject to an aggregate limit of \$50,000 for each policy period, but not subject to any deductible. Coverage will not apply to any kidnapping by or at the direction of any present or former family member of the victim.

Reasonable fees will include:

- (1) Fees and expenses of an independent negotiator or consultant retained with prior approval of the Company;
- (2) Interest on any loan taken by the Named Insured to pay Damages covered under this policy; provided, however, that the Company shall not be liable for any interest accruing prior to thirty (30) days preceding the date of such payment, nor subsequent to the date of reimbursement from the Company for any portion of damages recoverable under this policy;
- (3) Costs of travel and accommodations incurred by the Named Insured which become necessary due to the applicable kidnapping;
- (4) The reward paid by the Named Insured, which is pre-approved by the Company, to an informant for information not otherwise available which leads to the arrest and conviction of persons responsible for any damages under this policy; and
- (5) Current salary to an Officer or Director of the Insured who is kidnapped; provided, however, that the employee is held for more than thirty (30) days. Salary shall be paid for a period commencing upon abduction and ceasing upon the earliest of either the release of the employee or discovery of the death of the employee, or 120 days after the Company receives the last credible evidence that the employee is still alive, or twelve (12) months after the date of kidnapping, or the exhaustion of the kidnap expense limit, whichever comes first.

g. Key Individual Replacement Expenses

The Company will pay "Key Individual Replacement Expenses" if the Chief Executive Officer or Executive Director suffers "physical injury" during the policy period which results in the loss of life during the policy period. The "Key Individual Replacement Expenses" amount shall be the lesser of \$50,000 or ten (10) times the annual premium paid for this policy. No deductible applies to this coverage.

h. Image Restoration and Counseling

The Company shall reimburse to the Insured expenses incurred for image restoration and counseling arising out of "Improper Acts" by any natural person Insured up to a limit of \$25,000 per policy period for all Insureds combined. Covered expenses are limited to:

- (1) the costs of rehabilitation and counseling for the accused natural person Insured provided the natural person Insured is not ultimately found guilty of criminal conduct, said reimbursement to occur after acquittal of the natural person Insured;
- (2) the costs, charged by a recruiter or expended on advertising, of replacing an Officer as a result of "Improper Acts"; and
- (3) the costs of restoring the Named Insured's reputation and consumer confidence through image consulting.

No deductible applies to this coverage.

i. Donation Assurance

The Company shall reimburse the insured for "Failed Donation Claim(s)". The limit for this coverage will be \$25,000 per policy period for all Insureds combined. No deductible applies to this coverage.

With respect to any "Failed Donation Claim", it is further agreed as follows:

- (1) the donor must never have been in bankruptcy, nor have filed for bankruptcy/reorganization prior to the time said pledge was made to the Insured;
- (2) for non-cash donations, payment by the Insurer of a "Failed Donation Claim" shall be based on the fair market value of said non-cash donation at the time of the "Failed Donation Claim;"
- (3) in the case of unemployment/incapacitation of a natural person donor and as a condition of payment of the "Failed Donation Claim;"
 - (a) neither the natural person donor nor the Insured shall have had reason to believe the donor would become unemployed or incapacitated subsequent to the donation date and;
 - (b) the donor shall be unemployed for at least 60 days prior to the Insurer making payment;
- (4) no coverage shall be afforded for a written pledge of funds or other measurable tangible property to the Insured dated prior to the policy period;
- (5) a donation amount which is to be collected by the Insured over more than a 12 month period shall be deemed a single donation.

j. Business Travel

The Company will pay a Business Travel Accidental Death Benefit to the Named Insured if a Director or Officer suffers "physical injury" while traveling on a common carrier for business purposes during the policy period which results in loss of life not later than 180 days after the policy period expiration, the date of cancellation or the date of non-renewal. The Accidental Death Benefit amount shall be \$25,000 per occurrence. No deductible applies to this coverage. The "physical injury" must be reported to the Company during the policy period.

The Business Travel Accidental Death Benefit shall not be payable if the cause of the "physical injury" that resulted in loss of life was:

- (1) an intentional act by the insured;
- (2) an act of suicide or attempted suicide, whether or not the deceased was sane or insane at the time of the attempted suicide;
- (3) an act of war; or
- (4) a disease process.

3. Definitions

- a. "Certified Act of Terrorism", whenever used in this endorsement, will mean any act so defined under the Terrorism Risk Insurance Act of 2002, as amended.
- b. "Domestic Partner", whenever used in this endorsement, means any person who qualifies as a domestic partner under the provisions of any federal, state or local statute or regulation, or under the terms and provisions of any employee benefit or other program established by the Named Insured.
- c. "Emergency Travel Expenses", whenever used in this endorsement, will mean:
 - (1) hotel expenses incurred which directly result from the cancellation of a scheduled transport, by train or air, by a commercial transportation carrier resulting directly from and within forty-eight hours of a "Certified Act of Terrorism;" and
 - (2) the increased amount incurred in air or train fare which may result from re-scheduling comparable transport, to replace a similarly scheduled transport canceled by a commercial transportation carrier in direct response to a "Certified Act of Terrorism."

- d. "Failed Donation Claim", whenever used in this endorsement, will mean written notice to the Insured during the Policy Period of:
- (1) the bankruptcy or reorganization of any donor whereby such bankruptcy or reorganization prevents the donor from honoring a prior written pledge of funds or other measurable tangible property to the Insured;
 - (2) the unemployment or incapacitation of a natural person donor preventing him/her from honoring a prior written pledge of funds or other measurable tangible property to the Insured.
- e. "Physical injury", whenever used in this endorsement, means any physical damage to the body caused by violence, fracture or an accident that results in physical damage or hurt.
- f. "Identity Theft", whenever used in this endorsement, means the act of knowingly transferring or using, without lawful authority, a means of identification of any Officer or Director (or spouse thereof) of the Named Insured with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.
- g. "Identity Theft Expenses", whenever used in this endorsement, means:
- (1) costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies;
 - (2) costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors; and
 - (3) loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
- h. "Improper Acts", whenever used in this endorsement, means any actual or alleged act of:
- (1) sexual abuse;
 - (2) sexual intimacy;
 - (3) sexual molestation; and/or
 - (4) sexual assault;
- committed by an Insured against any natural person who is not an Insured. Such "Improper Acts" must have been committed by the Insured while in his or her capacity as an insured as set forth in Section II – Who Is An Insured.
- i. "Key Individual Replacement Expenses", whenever used in this endorsement, means the following necessary expenses:
- (1) costs of advertising the employment position opening;
 - (2) travel, lodging, meal and entertainment expenses incurred in interviewing job applicants for the employment position opening; and
 - (3) miscellaneous extra expenses incurred in finding, interviewing and negotiating with the job applicants, including, but not limited to, overtime pay, costs to verify the background and references of the applicants and legal expenses incurred to draw up employment contracts.
- j. "Unforeseeable Destruction", whenever used in this endorsement, means damage resulting from a "Certified Act of Terrorism", fire, crash or collapse which renders all of the Insured's primary office location completely unusable.
- k. "Workplace Violence", whenever used in this endorsement, means any intentional use of or threat to use deadly force by any natural person, with intent to cause "bodily injury" or death of a member of the Insured or any other natural person while on the Insured's premises.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to “bodily injury,” “property damage,” or any other damage, illness or disease because of liability resulting from, caused by, arising out of, or in any way connected with transmission of or exposure to a “communicable disease,” illness, or condition.

“Communicable disease” is defined as follows:

Any infectious and/or contagious disease transmittable from one person to another, directly or indirectly, including, but not necessarily limited to: acquired immune deficiency syndrome (AIDS), hepatitis, herpes virus, any venereal disease, or any sexually transmitted illness or condition.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONS/STIPULATIONS – RIDE MAINTENANCE – LIMITATION OF COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Coverage is suspended and not provided when the following conditions or stipulations are not in full force and effect:

1. Daily maintenance and repair schedule must be completed for each scheduled ride.
2. Each scheduled ride must be inspected by a properly trained “employee” and a maintenance log completed at least weekly.

In the event that the above conditions are not met, coverage is null and void for losses or damages resulting from the use or operation of that particular scheduled ride.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONS/STIPULATIONS – WAIVER AND RELEASE – LIMITATION OF COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to “bodily injury” to anyone while practicing for or participating in a sports or athletic contest. This applies unless you shall deliver to us with the notice of “participant’s” claim, a valid Waiver and Release of Liability and Indemnity Agreement in a form approved by us which has been dated and signed by the “participant” prior to the time of the “occurrence” in which such “participant” was injured. The definition of “participant” that appears elsewhere in this policy applies for all purposes of this endorsement.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONSTRUCTION OPERATIONS LIMITED COVERAGE

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Construction Operations:

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

This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of or in the course of construction activities conducted by or on behalf of the named insured except as shown in the Schedule. However, this exclusion does not apply to minor construction related to normal day-to-day maintenance.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTINGENT COVERAGE – DESIGNATED ACTIVITY, SERVICE OR WORK

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Designated Activity, Service or Work:

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

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

1. Arising out of any activity shown in the Schedule that you engage in, organize or sponsor,
2. Due to the rendering of or failure to render any service shown in the Schedule, or
3. Arising out of “your work” shown in the Schedule,

unless the entity or person promoting/conducting the Events has and maintains valid and collectible commercial general liability insurance coverage in the amount of at least \$1,000,000 per occurrence that covers them for their liability to the participants and spectators of the Events and you are named as an additional insured on the policy providing such coverage.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTINGENT COVERAGE – MOTOR SPORTS, RAP/HIP HOP/HEAVY METAL CONCERTS

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 motor sports or rap/hip hop/heavy metal concerts (Events) unless the entity or person promoting/conducting the Events has and maintains valid and collectible commercial general liability insurance coverage in the amount of at least \$1,000,000 per occurrence that covers them for their liability to the participants and spectators of the Events and you are named as an additional insured on the policy providing such coverage.

Paragraph 4. b. (1) under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to include the following:

That is insurance which provides coverage for promoters/conductors of motor sports and rap/hip hop/heavy metal concerts.

It is further understood and agreed that if the promoter/conductor of the Events is you, no coverage applies unless the Events have been endorsed to the policy.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE EXTENSION – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph **3. a.** under **SECTION II – WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR NON-MONETARY CLAIMS – ARKANSAS

This endorsement modifies Insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

NON-MONETARY CLAIMS COVERAGE

Insuring Agreement

We shall have the right and duty to defend, including the selection of counsel, any claim or “suit” against the insured alleging, based upon or arising out of claims, demands or actions solely for relief or redress in any form other than monetary damages.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Amount and Basis of Deductible

Per Occurrence: \$

This is the maximum amount the insured shall have to pay as a result of sums paid by us, or expenses incurred by us, as a result of all "bodily injury" and "property damage" arising from any one "occurrence," or, in the case of a "personal and advertising injury," all sums paid by us, or expenses incurred by us, arising from any one offense.

Aggregate: \$

The Aggregate is the total limit of the insured's liability for deductibles as a result of claims or suits under this policy.

1. Our obligation under this policy to pay damages or incur expenses on your behalf applies only to the amount of damages or expenses that exceed the amounts shown in the deductible schedule above, subject to the policy limits.
2. The terms of this insurance, including those with respect to:
 - a. our right and duty to defend any "suits" seeking those damages; and
 - b. your duties in the event of an "occurrence," claim or "suit" apply irrespective of the application of the deductible amount.
3. We may pay any part or all of the deductible amount to investigate, defend, or effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELETION OF PROPERTY DAMAGE EXCLUSION – PERSONAL PROPERTY IN THE INSURED’S CARE, CUSTODY, OR CONTROL

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Limit of Insurance

Each “Occurrence”: \$

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

Subparagraphs (3) and (4) of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage To Property** do not apply to “property damage” to artwork or other tangible “personal property” of others while on display on the insured’s premises.

This additional insurance afforded by this endorsement is subject to the following provisions:

1. The insurance does not apply to liability of others assumed by the insured under any contract or agreement.
2. This insurance does not apply to property owned by or rented to the insured or any “employee” of the insured.
3. This insurance does not apply to property subject to a safe deposit box agreement.
4. This insurance does not apply to money or securities; however money or securities does not include coin collections belonging to others while on display on the insured’s premises.
5. Subject to paragraph 5. of **SECTION III – LIMITS OF INSURANCE**, the most we will pay under **COVERAGE A** as damages because of “property damage” to artwork or other “personal property” of others arising out of any one “occurrence” is as listed in the above Schedule.

For the purpose of this endorsement, the following definition applies:

“Personal property” means all property other than real property.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DRUG TESTING LIABILITY – LIMITATION OF COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Drug Testing Program:

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

With respect to liability arising out of any drug testing program sponsored by you, it is agreed that coverage hereunder shall be limited to that provided under **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, and then only if such drug testing program is conducted strictly in accordance with the United States Olympic Committee Doping Control Program policies and procedures and/or those as specified in the above Schedule.

It is further agreed that the coverage described in this endorsement is subject to the limits and conditions of the **PERSONAL AND ADVERTISING INJURY LIABILITY** section of the policy. Nothing contained within this endorsement shall serve to create a separate limit of coverage.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARNED PREMIUM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In the event of termination of this policy during any "policy year" for any reason, the premium earned for the period the policy was in effect shall be determined by dividing the number of days the policy was in effect during your standard playing season, by the total number of days of your standard playing season, and multiplying the result by the total amount of the annual premium paid. Any difference between the total annual premium paid and the amount of such earned premium shall be returned to you.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE DEFINITION AMENDMENT – ROSTERED PLAYERS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 5. under **SECTION V – DEFINITIONS** is amended as follows:

“Employee” is amended to include rostered players.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCESS LIQUOR LIABILITY

This endorsement modifies insurance provided under the following:
LIQUOR LIABILITY COVERAGE PART

It is hereby understood and agreed that the limits as applicable to this endorsement are as follows:

	Schedule
	Limits of Insurance
Per Occurrence	\$
Aggregate	\$

(included in and not in addition to the limits stated on the Declarations Page)

It is further understood and agreed that this insurance does not apply to "injury" arising out of Liquor Liability, unless the entity or person selling, serving or distributing alcoholic beverages has and maintains valid and collectible Liquor Liability insurance coverage in the amount of at least \$1,000,000 Each Common Cause/\$1,000,000 Aggregate and you are named as an additional insured on the policy providing such coverage.

SECTION IV – LIQUOR LIABILITY CONDITIONS, 4. Other Insurance is deleted and replaced with the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this coverage part, our obligations are limited as follows: This insurance shall be excess of any other valid and collectible insurance.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF AIRCRAFT LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to “bodily injury” or “property damage” arising out of the operation, maintenance, use, leasing, hiring, renting, borrowing, lending, “loading or unloading” of any aircraft, whether owned by the insured or others.

This exclusion does not apply to a non-owned aircraft while used as a prop by the insured for filming operations, provided the aircraft is neither being operated nor is in motion.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF LIABILITY INSURANCE AFFORDED UNDER ANOTHER POLICY

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Designated Policy:

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

This insurance does not apply to “bodily injury,” “property damage,” or “personal and advertising injury” for which liability insurance is afforded under the policy designated in the Schedule (including any replacement, renewal or extension thereof), or would have been afforded but for the exhaustion of the Limits of Insurance or cancellation or expiration of such policy.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ADMINISTRATION OF DRUGS, STEROIDS OR
PERFORMANCE ENHANCERS**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, coverage shall be excluded for any and all liability arising out of the use of or administration of, any drug, steroid, or performance enhancing substance by any team member with or without your knowledge of such activity. Use or administration shall include any recommendation to do so by a team owner, coach, physician, trainer or nutritionist.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ALL HAZARDS EXCEPT ATHLETIC OR SPORTS PARTICIPANTS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Description of Operations:

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

With respect to any operations shown in the above Schedule, this insurance only applies to “bodily injury” to any “participant” while participating in any sports or athletic contest or exhibition that you sponsor.

“Participant” shall include professional and/or amateur sports players, coaches, managers, and officials necessary to the conduct of the professional and/or organized amateur sport contest or exhibition. Your employees are not “participants.” “Participants” include minor and adult “participants.”

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ANIMAL

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

This policy does not apply to damage or injury to animals.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ASSAULT OR BATTERY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This policy will not provide coverage, meaning indemnification or defense costs, arising out of:

“Bodily injury,” “property damage,” “personal and advertising injury,” medical payments, or any other damages resulting from assault and battery or physical altercations that occur in, on, or near the insured’s premises:

- (1) Whether or not caused by, at the instigation of, or with the direct or indirect involvement of the insured, the insured’s “employees,” patrons or other persons on the insured’s premises; or
- (2) Whether or not caused by or arising out of the insured’s failure to properly supervise or keep the insured’s premises in a safe condition.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CROSS SUITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

Cross Suits

Any claim for damages initiated, alleged, or caused to be brought about by any Named Insured or Additional Named Insured against another Named Insured or Additional Named Insured because of “bodily injury,” “property damage,” or “personal and advertising injury”.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – DESIGNATED ACTIVITY,
SERVICE OR WORK**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Designated Activity Service or Work:

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

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

1. Arising out of any activity shown in the Schedule that you engage in, organize or sponsor;
2. Due to the rendering of or failure to render any service shown in the Schedule; or
3. Arising out of “your work” shown in the Schedule.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PERFORMER(S)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to “bodily injury” to any person while performing in any concert, show, exhibition, demonstration, special event, or theatrical event sponsored by you.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PUNITIVE DAMAGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This policy excludes any claim for punitive or exemplary damages, fines and penalties whether arising out of the acts of any insured, an insured's "employees," or any other person.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED NOTICE OF CANCELLATION OR NONRENEWAL

This endorsement modifies Insurance provided under the following:
COMMON POLICY CONDITIONS

Schedule

Days Notice for:

Cancellation (Non-payment of Premium):
Cancellation (Other Reasons):
Non-Renewal:

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

*The number of days shown will be no less than the advance notice requirements of the applicable state statute(s).

Section **A. Cancellation** of the **COMMON POLICY CONDITIONS** is deleted and replaced by the following:

A. Cancellation, Material Policy Change, Or Nonrenewal

1. The first Named Insured shown in the Declaration may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least the applicable number of days shown in the Schedule:
 - a. Before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. Before the effective date of cancellation if we cancel for any other reason.
3. If we decide to make a material policy change during the term of the policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the material policy change not less than 90 days before the effective date of such change.
4. If we decide not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than the applicable number of days shown in the Schedule before the expiration date. If we do not give such notice of our intent not to renew prior to expiration, the policy period will be extended for this stated number of days from the date of notice and existing policy terms, conditions, and rates, where not prohibited by law, will remain in effect for that period.
5. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
6. Notice of material policy change or nonrenewal will state the effective date of change or nonrenewal.
7. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
8. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata and will not be less than the minimum premium stated in the Declarations. The cancellation will be effective even if we have not made or offered a refund.
9. If notice is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENSION OF COVERAGE – AUTO RACING AND/OR NON-SPEED ANNUAL LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. **SECTION I – COVERAGES, COVERAGE A INJURY AND PROPERTY DAMAGE LIABILITY** paragraph 2. **Exclusions**, subparagraph **g.** is amended to include the following:

(6) “Competition vehicles” or “official automobiles” while on “premises.”

- B. **SECTION I – COVERAGES, COVERAGE A INJURY AND PROPERTY DAMAGE LIABILITY** paragraph 2. **Exclusions**, **h. (2)** is deleted in its entirety.

- C. The following exclusions are in addition to those already set forth in **SECTION I – COVERAGES, COVERAGE A INJURY AND PROPERTY DAMAGE LIABILITY** paragraph 2. **Exclusions**.

This insurance does not apply to:

“Bodily injury” to any “spectator” in a “restricted area” during a “covered program” unless you maintain a system to prevent entry to said “restricted area” at unprotected openings, entrances, and exits during “public events.”

“Property damage” to:

- (1) property of any “participant” while in any “restricted area” except for “official automobiles”; or,
(2) property of any “employee” unless damage results from a racing activity.

“Bodily injury” or “property damage” arising from the ownership, maintenance, operation, or use of any amusement ride or amusement device.

“Bodily injury” or “property damage” arising out of the use of the “premises” for fair exhibitions, race animal shows, or other “spectator” exhibitions, spectator events, shows, trade exhibitions, and activities of a similar nature that are not a part of the “covered program.”

“Bodily injury” to a “participant” unless:

There is a valid Waiver and Release of Liability and Indemnity Agreement in the form approved by us, dated and signed by the “participant” prior to the time of the “occurrence” in which the “participant” was injured.

If the “participant” is a legal minor, there must be a valid Waiver and Release for Liability and Indemnity Agreement Parents: Guardians: Minors in the form approved by us, signed by a parent or legal guardian prior to the time of the “occurrence” in which the minor was injured.

Inadvertent error on your part in securing a valid Waiver and Release of Liability and Indemnity Agreement shall not release us from liability provided that you have a system for securing Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreements from all “participants.”

We will not be relieved from our liability for release forms fraudulently completed without your knowledge or approval.

- D. **SECTION II – WHO IS AN INSURED**, paragraph 2. is amended to include the following:
- e. Any person or organization engaged in operating, managing, sanctioning, sponsoring, or providing the “premises”, including officials.
 - f. Any “participant”, “competition vehicle,” owner, and “competition vehicle” sponsor, but only as respects liability arising out of their operations conducted on your “premises” in conjunction with any “covered program” or “tuning and testing.”

- E. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance** is amended as follows:

4. Other Insurance

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

- F. **SECTION V – DEFINITIONS** is amended to include the following:

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

“Covered program” means an event reported and accepted by us and for which a premium has been paid.

“Official automobile” means an ambulance, fire truck, tow truck, pace car, communication worker’s car, physician’s car, course safety marshall’s car, or vehicles substituted therefore, and which are allowed in the “restricted area” at the direction of an authorized official of the “covered program.”

“Participant” means drivers, auto owners and sponsors, mechanics, pitpersons, actual officials of the “covered program”, announcers, ambulance crews, tow truck or push car crews, news persons, photographers, pit gate workers, and all other persons who have signed a Waiver and Release of Liability and Indemnity Agreement. Your “employees” are not “participants.”

“Pit area” means the area immediately adjacent to the racing course in which “competition vehicles” are often serviced or refueled during the “covered program” and from which signals are generally given and which usually contain equipment and crew.

“Premises” as designated in the Declarations means the “location” of the actual race course including buildings, structures thereon, and immediately adjoining parts of adjacent ways, including separate locations established officially for registration or technical inspection and equipment necessary or incidental to the operation of the “covered program” insured hereunder.

“Public event” means a “covered program” where “spectators” are allowed.

“Restricted area” means any area that is occupied by “participants,” and to which access to the general public is restricted or prohibited during the course of practice and/or competition.

“Spectator” means any person who is not a “participant” or “employee.”

“Tuning and testing” means preparation or practice with a “competition vehicle” where the activity involves no wheel-to-wheel competition between two or more “competition vehicles” and no more than two vehicles are on the track at the same time.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENSION OF COVERAGE – AUTO RACING AND/OR NON-SPEED EVENT LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART COMMON POLICY CONDITIONS

I. The **COMMON POLICY CONDITIONS** is amended as follows:

A. Paragraph **A. Cancellation** is amended to include the following:

EVENT CANCELLATION PROVISION – A one hundred percent (100%) cancellation credit may only be taken if a “covered program” is canceled prior to the time any “competition vehicles” are on the track surface. If a “covered program” is canceled, the following percentage of premium would be credited for the cancellation:

Event Day

- (1) If an entire “covered program” is canceled and no “spectators” are present and no “competition vehicles” take the track surface - one hundred percent (100%).
- (2) After the first “competition vehicle” has been allowed to take the track surface, but before fifty percent (50%) of the schedule for the day has been completed - seventy five percent (75%).
- (3) After fifty percent (50%) of the “covered program” has been completed - zero percent (0%).

To be eligible for any return premium, notice of event cancellation must be mailed to American Specialty Insurance & Risk Services, Inc., at the address following, no later than two (2) days after the date the “covered program” was canceled.

B. Paragraph **E. Premiums** is amended to include the following:

No coverage is provided unless you have declared the event to be covered hereunder by mailing to the below address:

1. A completed Insurance Order Form indicating the date, classification, and limits of the event to be covered in accordance with the Premium Schedule(s) attached to the policy; and
2. The applicable premium payable by check or draft, which shall be a deposit premium equal to the maximum charge for the event to be insured and computed from the Premium Schedule(s) attached to the policy.

American Specialty Insurance & Risk Services, Inc.
142 North Main Street, PO Box 309
Roanoke, IN 46783-0309

The postmark on the transmittal envelope by a U.S. or Canadian post office will be proof of the mailing date. If final premium for the “covered program” is less than the deposit premium received, we will return the difference to you within ten (10) days after receiving the data to determine final premium. If sufficient data is not received within thirty (30) days following the “covered program,” the deposit premium will be deemed to be the final premium unless extended by us. However, at our sole discretion, we may extend the deadline for receiving the relevant data.

II. The **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is amended as follows:

A. **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph 2. **Exclusions**, subparagraph **g.** is amended to include the following:

(6) “Competition vehicles” or “official automobiles” while on “premises.”

B. **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph 2. **Exclusions h. (2)** is deleted in its entirety.

C. The following exclusions are in addition to those already set forth in paragraph 2. of **SECTION I – COVERAGE A:**

2. **Exclusions**

This insurance does not apply to:

“Bodily injury” to any “spectator” in a “restricted area” during a “covered program” unless you maintain a system to prevent entry to said “Restricted Area” at unprotected openings, entrances, and exits during “Public Events.”

“Property damage” to:

(1) property of any “participant” while in any “restricted area” except for “official automobiles”; or

(2) property of any “employee” unless damage results from a racing activity.

“Bodily Injury” or “property damage” arising from the ownership, maintenance, operation, or use of any amusement ride or amusement device.

“Bodily Injury” or “property damage” arising out of the use of the “premises” for fair exhibitions, race animal shows, or other “spectator” exhibitions, “spectator” events, shows, trade exhibitions, and activities of a similar nature that are not a part of the “covered program.”

“Bodily injury” to a “participant” unless:

There is a valid Waiver of Release of Liability and Indemnity Agreement in the form approved by us, dated and signed by the “participant” prior to the time of the “occurrence” in which the “participant” was injured.

If the “participant” is a legal minor, there must be a valid Waiver and Release for Liability and Indemnity Agreement approved by us and signed by a parent or legal guardian prior to the time of the “occurrence” in which the minor was injured.

Inadvertent error on your part in securing a valid Waiver and Release of Liability and Indemnity Agreement shall not release us from liability provided that you have a system for securing Waiver and Release of Liability and Indemnity Agreements from all “participants.”

We will not be relieved from our liability for release forms fraudulently completed without your knowledge or approval.

- D. The following exclusions are in addition to those already set forth in paragraph 2. of **SECTION I – COVERAGE B**:

2. Exclusions

This insurance does not apply to:

“Personal and advertising injury” arising out of the oral or written publication of material whose publication relates to or concerns an event that has been reported and accepted by Us, but for which premium was not paid.

“Personal and advertising injury” arising out of oral or written publication of material whose publication relates to or concerns the “tuning and testing” of any “competition vehicle,” except when included in a “coverage program” or when specifically endorsed on the policy and premium is paid.

- E. **SECTION II – WHO IS AN INSURED**, paragraph 2. Is amended to include the following:

Any person or organization engaged in operating, managing, sanctioning, sponsoring, or providing the “premises,” including officials.

Any “participant,” “competition vehicles” owner, and “competition vehicle” sponsor, but only as respects liability arising out of their operations conducted on your “premises” in conjunction with any “covered program” or “tuning and testing.”

- F. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance** is amended as follows:

4. Other Insurance

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

- G. **SECTION V – DEFINITIONS**, is amended to include the following:

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

“Covered program” means an event reported and accepted by us and for which a premium has been paid.

“Official automobile” means an ambulance, fire truck, tow truck, pace car, communication worker’s car, physician’s car, course safety marshal’s car, or vehicles substituted therefore, and that are allowed in the “restricted area” at the direction of an authorized official of the “covered program.”

“Participant” means drivers, auto owners and sponsors, mechanics, pit persons, actual officials of the “covered program”, announcers, ambulance crews, tow truck or push car crews, newsmen, photographers, pit gate workers, and all other persons who have signed a Waiver and Release of Liability and Indemnity Agreement. Your “employees” are not “participants.”

“Pit area” means the area immediately adjacent to the racing course in which “competition vehicles” are often serviced or refueled during the “covered program” and from which signals are generally given and which usually contain equipment and crew.

“Premises” as designated in the Declarations means the “location” of the actual race course including buildings, structures thereon, and immediately adjoining parts of adjacent ways, including separate “locations” established officially for registration or technical inspection, and equipment necessary or incidental to the operation of the “covered program” insured hereunder.

“Public event” means a “covered program” where “spectators” are allowed.

“Restricted area” means any area that is occupied by “participants”, and to which access to the general public is restricted or prohibited during the course of practice and/or competition.

“Spectator” means any person who is not a “participant” or “employee.”

“Tuning and testing” means preparation or practice with a “competition vehicle” where the activity involves no wheel-to-wheel competition between two or more “competition vehicles” and no more than two vehicles are on the track at the same time.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FREE AGENT PARTICIPANT COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, a sub-limit of \$250,000 per occurrence shall apply to liability arising out of “bodily injury” to any “free agent” participant unless both of the following conditions are met:

- a.** The “free agent” has signed a valid waiver and release agreement in a form acceptable to the insurer wherein the free agent waives the right to recover from the insured, assumes the risk of injury and agrees to indemnify the insured for any such loss. In the event of a minor free agent, the parental guardian must sign a similar agreement, again in wording acceptable to the insured.
- b.** The “free agent” shall have in force at the time of the injury medical insurance covering such injury.

It is further understood and agreed that if both of the above conditions are met, the sub-limit does not apply and the full limit for participant legal liability shall apply, subject to all other terms and conditions.

It is further understood and agreed that this sub-limit is inclusive of supplementary payments.

For the purpose of this endorsement, “free agent” is defined as a person who is not employed by or under contract to any professional club, team, league, sports, or entertainment organization.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY SELF-FUNDED RETENTION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

AMOUNT OF SELF-FUNDED RETENTION

"Self-Funded Retention" combined for:

\$
\$

**Per "Incident"
Aggregate**

1. Damages because of "bodily injury" or "property damage" under COVERAGE A; Damages because of "personal and advertising injury" under COVERAGE B; and Medical Expenses under COVERAGE C (if applicable); and
2. Associated "Claim Expenses."

A. COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is changed as follows:

The sum of:

1. the damages caused in any one "incident"; and
2. the "claim expenses" associated with such damages

that would otherwise be payable under **COVERAGE A** will be reduced by the "self-funded retention" shown in the above Schedule. The Limits of Insurance applicable to such coverage will be reduced by the amount of damages payable under the policy, both within, and in excess of, such self-funded retention.

B. COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY is changed as follows:

The sum of:

1. the damages caused in any one "incident"; and
2. the "claim expenses" associated with such damages

that would otherwise be payable under **COVERAGE B** will be reduced by the "self-funded retention" shown in the above Schedule. The Limits of Insurance applicable to such coverage will be reduced by the amount of damages payable under the policy, both within, and in excess of, such "self-funded retention."

C. COVERAGE C MEDICAL PAYMENTS is changed as follows:

The sum of:

1. the medical expenses incurred in any one "incident"; and
2. the "claim expenses" associated with such medical expenses

that would otherwise be payable under **COVERAGE C** will be reduced by the "self-funded retention" shown in the above Schedule. The Limits of Insurance applicable to such coverage will be reduced by the medical expenses payable under the policy, both within, and in excess of, such self-funded retention."

D. INVESTIGATION, DEFENSE AND SETTLEMENT

COVERAGES A, B and C are changed as follows with respect to the provisions pertaining to the investigation, defense and settlement of claims or "suits":

We have the right, duty and ultimate authority to investigate, defend or settle any claim or "suit" asking for damages or medical expenses, whichever is applicable. However:

1. We will delegate the responsibility to investigate, adjust, defend and/or settle all claims or "suits" to you, subject to the following conditions:
 - a. You will notify us of "incidents," claims or "suits" in accordance with paragraph G. below.
 - b. You will establish a "case reserve" with respect to each such claim or "suit" as soon as such claim or "suit" becomes known to you. You will revise such reserve from time to time on the basis of developments and facts known at the time of such revision.
 - c. You will have no authority to pay, or agree to pay any sum of such claims or "suits" and associated "claim expenses" greater than the "self-funded retention" shown in the above Schedule without our prior written consent.
 - d. We will have the right to associate with you in the defense of any claim or "suit" or to assume control of the defense of any claim or "suit." The assumption of control shall include, but not be limited to, the investigation and settlement of any claim or "suit," the selection or retention of counsel and appeal of any judgment.
 - e. When a claim or "suit" has been settled or adjudicated, you will promptly pay the amount of such claim or "suit" to the party to whom the payment is due for damages or medical expenses up to the "self-funded retention" shown in the above Schedule.
 - f. You will pay your share of "claim expenses" in accordance with paragraphs E. and F. below.
 - g. We may pay any part or all of such "self-funded retention" and, upon notification of the action taken, you will promptly reimburse us for the amount of such payment (inclusive of your share of "claim expenses" as have been paid by us in accordance with paragraphs E. and F. below) up to such "self-funded retention."
 - h. Any claim administrator(s) you utilize for claim handling services must be approved in writing by us in advance.
2. We have no duty to defend "suits" not covered by this insurance.
3. Our duty to defend or settle ends when the applicable Limit(s) of Insurance has (have) been exhausted by payment of judgments or settlements.

E. APPLICATION OF SELF-FUNDED RETENTION

1. The "self-funded retention" shown in the above Schedule will be applied separately to each "incident," first as respects the payment of the sum of:
 - a. all damages because of "bodily injury" or "property damage" under **COVERAGE A**;
 - b. all damages because of "personal and advertising injury" under **COVERAGE B**; and
 - c. all medical expenses under **COVERAGE C** (if applicable)

and then to the payment of "claim expenses" associated with items a., b., and c. above. The balance of any "claim expenses" due will be payable by us in addition to our applicable Limit(s) of Insurance.

2. If a claim or "suit" involves claim expenses" only, in no event will you or any insured be obligated to pay "claim expenses" in connection with any one "incident" for an amount greater than the "self-funded retention" shown in the above Schedule.

F. CLAIM EXPENSES

1. For purposes of this endorsement, the term "claim expenses" means:
 - a. Attorney fees and all other litigation expenses.
 - b. The cost of bonds to appeal a judgment or award or to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - c. All reasonable expenses incurred by the insured in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$250 a day because of time off from work.
 - d. All costs taxed against the insured in the "suit."
 - e. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
 - f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
 - g. With respect to an indemnitee, if all of the following conditions are met, attorney's fees incurred by you or us for the defense of that indemnitee, necessary litigation expenses incurred by you or us and necessary litigation expenses incurred by the indemnitee at your or our request. Such payments will not be deemed to be damages.
 - (1) The "suit" against an insured is being defended and an indemnitee of the insured is also named as a party to the "suit";
 - (2) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - (3) This insurance applies to such liability assumed by the insured;
 - (4) The obligation to defend, or the cost of the defense of, that indemnitee has also been assumed by the insured in the same "insured contract";
 - (5) The allegations in the "suit" and the information we know about the "incident" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - (6) The indemnitee and the insured ask you to conduct and control the defense of that indemnitee against such "suit" and agree that you can assign the same counsel to defend the insured and the indemnitee; and
 - (7) The indemnitee:

(a) Agrees in writing to:

- (i) cooperate with you in the investigation, settlement or defense of the "suit";
- (ii) immediately send you copies of any demands, notices, summons, or legal papers received in connection with the "suit";
- (iii) notify any other insurer whose coverage is available to the indemnitee; and
- (iv) cooperate with you with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides you with written authorization to:

- (i) obtain records and other information related to the "suit";
- (ii) conduct and control the defense of the indemnitee in such "suit."

"Claim expenses" do not include:

- a. salaries and expenses of our employees or the insured's employees other than that portion of our employed attorneys' or paralegals' fees, salaries and expenses allocated to a specific claim or "suit."
 - b. fees and expenses of independent claims adjusting organizations hired by you.
2. The term "Supplementary Payments" under **SECTION I – COVERAGES** is deleted in its entirety and replaced with the term "claim expenses" defined above.

G. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM, OR SUIT

Condition **2.** of **SECTION IV** is deleted in its entirety and replaced with the following:

2. DUTIES IN THE EVENT OF INCIDENT, CLAIM OR SUIT

- a. You must see to it that we are notified of an "incident" which may result in a claim or "suit" seeking a total amount for damages or medical expenses in excess of the "self-funded retention" shown in the above Schedule. The notice must be made as soon as possible, but no later than 30 calendar days from the date you are notified of such "incident." The notice should include:
 - (1) how, when and where the "incident" 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 "incident."
- b. The first Named Insured shown in the Declarations or the approved claims administrator will furnish us with:
 - (1) a quarterly report which provides the following information for each claim or "suit" which was outstanding, opened, revised or eliminated during the previous quarter: the identify of the claimants or injured parties; the dates, places, description, and cause of injuries or damages; the amounts of reserves for such claim or "suit"; "claim expenses" (both paid, incurred and reserved) and payments of judgments or settlements. This report must be furnished no later than thirty (30) calendar days after the end of each quarter.
 - (2) written notification of each claim or "suit" which has, should have or is like to have, without regard to liability, a reserve equal to or exceeding thirty-three and one third percent (33 1/3%) of the "self-funded retention" shown in the above Schedule. Written notice must be provided as soon as possible, but no later than fifteen (15) calendar days from the date you have sufficient knowledge of facts surrounding such claim or "suit"

which could put you on notice that such reserve or payment is indicated. Complete files on such claim or "suit" must be given to us within thirty (30) calendar days from the date we request such files.

- (3) written notification of each claim or "suit" which involves serious injury(ies) or damage(s). This notice must be provided as soon as possible, but no later than ten (10) business days from the date you have knowledge of such claim or "suit." Serious injuries or damages include, but are not limited to:
- (a) Cord injury – paraplegia, quadriplegia;
 - (b) Amputations – requiring a prosthesis;
 - (c) Brain damage affecting mentality or central nervous system – such as permanent disorientation, behavior disorder, personality change, seizures, motor deficit, inability to speak (Aphasia), hemiplegia or unconsciousness (Comatose);
 - (d) Blindness;
 - (e) Burns – involving over 10% of body with third degree or 30% with second degree;
 - (f) Multiple fractures – involving more than one member or non-union;
 - (g) Fracture of both heel bones (Fractured or Bilateral OS Calcis);
 - (h) Nerve damage causing paralysis and loss of sensation in arm and hand (Brachial Plexus Nerve Damage);
 - (i) Massive internal injuries affecting body organs;
 - (j) Injury to nerve at base of spinal canal (Cauda Equina) or any other back injury resulting in incontinence of bowel and/or bladder;
 - (k) Fatalities;
 - (l) Any claim or "suit" not specified above that presents an unusual exposure to the coverage. Examples include: class actions, environmental exposure and bad faith allegations; or
 - (m) Any other serious injury or damage which may involve our liability.

Individual written loss reports of all serious injuries or damages must be furnished within thirty (30) calendar days from the date you have knowledge of any claim or "suit" which involves such serious injuries or damages. This report must contain, at a minimum, the facts surrounding the claim or "suit," a description of damages and injuries, suggested reserves and recommendations for future claims handling.

- (4) Other claim information or reports as requested by us from time to time.

H. EXCLUSION OF CERTAIN LIABILITY

Except as otherwise provided by law, it is a condition precedent to any liability under this policy that you will (a) notify us of "incidents," claims or "suits" in accordance with paragraph G. above, and (b) permit inspection, audit, copying and otherwise cooperate with us to enable us to establish or revise reserves for claim(s) or "suit(s)," (c) obtain our approval in writing of any change of your claims administrator(s) in advance, and (d) not pay or settle, nor agree to pay or settle, any total amount for

damages, medical expenses or “claim expenses” greater than the “self-funded retention” shown in the above Schedule without our prior written consent.

I. ADDITIONAL CANCELLATION REASON

In addition to the reasons for cancellation set forth in this policy, if you pay, settle, or agree to pay or settle any claim or “suit” for an amount (inclusive of “claim expenses”) greater than the “self-funded retention” shown in the above Schedule without our prior written consent or if you fail to permit inspection, audit, copying or to otherwise cooperate with us to enable us to establish or revise reserves for claims or “suits” or if you fail to obtain our approval in writing of any change of your claim administrator(s) in advance, then such acts or omissions will be deemed reasonable grounds for cancellation of this policy and filings and certificates representing this policy, except as otherwise provided by law.

J. DEFINITIONS

1. “Case reserve” means an estimate of the value of a claim or “suit” and its associated “claim expenses.”
2. “Damages” means a pecuniary loss caused by “bodily injury,” “property damage” or “personal advertising injury” including all expenses incurred to investigate and/or defend a claim alleging “damages.”
3. “Incident” means:
 - a. with respect to “bodily injury” and “property damage,” an “occurrence”; and
 - b. with respect to “personal and advertising injury,” an offense described in the definition of “personal and advertising injury”.

All “bodily injury,” “property damage,” and “personal and advertising injury” arising out of continuous or repeated exposure to substantially the same general conditions will be considered one “incident.”
4. “Self-funded retention” means the amount of damages and associated claims expense that the insured retains responsibility for the payment of under this policy.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY SELF-INSURED RETENTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

As of the effective date hereof, it is hereby understood and agreed that the “self-insured retention” amounts which include “damages” and “defense costs” are as follows:

\$	Per Occurrence	\$	Per Claim
\$	Aggregate		

It is further understood and agreed that the following apply with respect to this endorsement:

Periodic Reporting Requirement – Quarterly
Level of Notification of Potential Penetration – 33.3% of Self-Insured Retention

It is further understood and agreed that the insurance provided by this policy is subject to the following additional provisions. In the event of conflict with any other provisions elsewhere in the policy, this endorsement shall control the application of the insurance to which it applies.

I. Self-Insured Retention and Defense Costs – Your Obligations

A. The “self-insured retention” amounts stated above apply as follows:

1. If a Per Occurrence “self-insured retention” amount is shown above, it is a condition precedent to our liability that you make actual payment of all “damages” and “defense costs” for each “occurrence” or offense, until you have paid “self-insured retention” amounts and “defense costs” equal to the Per Occurrence amount shown above, subject to the provisions of A.3. below, if applicable. Payments by others, including but not limited to additional insureds or insurers, do not serve to satisfy the “self-insured retention”. Satisfaction of the “self-insured retention” as a condition precedent to our liability applies regardless of insolvency or bankruptcy by you. The Per Occurrence amount is the most you will pay for “self-insured retention” amounts and “defense costs” arising out of any one “occurrence” or offense, regardless of the number of persons or organizations making claims or bringing suits because of the “occurrence” or offense.
2. If a Per Claim “self-insured retention” amount is shown above, it is a condition precedent to our liability that you make actual payment of all “damages” and “defense costs” for each claim until you have paid “self-insured retention” amounts and “defense costs” equal to the Per Claim amount shown above, subject to the provisions of A.3. below, if applicable. Payments by others, including, but not limited to, additional insureds or insurers, do not serve to satisfy the “self-insured retention”. Satisfaction of the “self-insured retention” as a condition precedent to our liability applies regardless of insolvency or bankruptcy by you. The Per Claim amount is the most you will pay for “self-insured retention” amounts and “defense costs” sustained by any one person or organization as a result of any one “occurrence” or offense.
3. If an Aggregate “self-insured retention” amount is shown above, the Aggregate amount is the most you will pay for all “self-insured retention” amounts and “defense costs” incurred under this policy. This amount applies separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the effective date of the policy period shown in the Declarations of this policy.

If no entry appears above as Aggregate, then your obligation for payment of “self-insured retention” amounts and “defense costs” applies in accordance with the Per Occurrence or Per Claim “self-insured retention” provisions.

4. Except for any “defense costs” that we may elect to pay, you shall pay all “defense costs” as they are incurred until you have paid “defense costs” and “damages” for “bodily injury,” “property damage” “personal and advertising injury,” medical payments or any other coverages which may be included in the policy, equal to the applicable “self-insured retention” amount. If any final judgment or settlement and “defense costs” are less than the “self-insured retention” amount stated above, we shall have no obligation to reimburse you or pay “defense costs” under this policy.

B. Settlement of Claim

You may not settle any claim or suit which exceeds any “self-insured retention” amount indicated above without our written permission to do so. If you fail to obtain such written permissions, we shall have no obligation to provide coverage for that claim or suit.

C. Authorized Claim Service

1. You shall employ a claim service provider acceptable to us for the purpose of providing claim services for settlement of losses within the “self-insured retention” amounts. You shall pay all fees, charges, and costs of the claim service provider in addition to the “self-insured retention” amounts, without any reimbursement from us.
2. In the event of cancellation, expiration, or revision of the claims service contract between you and the claim service provider, you shall notify us within ten (10) days of such change and shall replace the claim service provider with another claim service provider that is acceptable to us.
3. The insurer reserves the right to conduct an audit of files handled by the claims service provider at their discretion.

D. Notification of Occurrence or Offense

1. You or the authorized claim service provider must notify us of an “occurrence” or offense, which may result in a claim under this policy. The notice must be made as soon as possible but no later than thirty (30) calendar days from the date you are notified of such “occurrence” or offense. Notice must include:
 - a. how, when and where the “injury” or offense took place;
 - b. the names and addresses of any injured persons and witnesses;
 - c. the nature and location of any “injury” or damage arising out of the “occurrence” or offense.
2. You or the authorized claim service provider must provide written notification of each claim or “suit” which involves serious “injury(ies)” or damage(s). This notice must be provided as soon as possible, but no later than ten (10) business days from the date you have knowledge of such claim or “suit.” Serious injuries or “damages” include, but are not limited to:
 - a. Spinal Cord “injury” – paraplegia, quadriplegia;
 - b. Amputations – requiring a prosthesis;

- c. Brain damage affecting mentality or central nervous system – such as permanent disorientation, behavior disorder, personality change, seizures, motor deficit, inability to speak (Aphasia), hemiplegia or unconsciousness (Comatose);
- d. Blindness;
- e. Burns – involving over 10% of body with third degree or 30% with second degree;
- f. Multiple fractures – involving more than one member or non-union;
- g. Fracture of both heel bones (Fractured or Bilateral OS Calcis);
- h. Nerve damage causing paralysis and loss of sensation in arm and hand (Brachial Plexus Nerve Damage);
- i. Massive internal injuries affecting body organs;
- j. “Injury” to nerve at base of spinal canal (Cauda Equina) or any other back “injury” resulting in incontinence of bowel and/or bladder;
- k. Fatalities;
- l. Any claim or “suit” not specified above that presents an unusual exposure to the coverage. Examples include: class actions, environmental exposure and bad faith allegations; or
- m. Any claim alleging inappropriate sexual behavior or molestation by an employee; or
- n. Any other serious “injury” or damage which may involve our liability; or
- o. Any claim in which suit is filed.

Individual written loss reports of all serious injuries or “damages” must be furnished within thirty (30) calendar days from the date you have knowledge of any claim or “suit” which involves such serious injuries or “damages”. This report must contain, at a minimum, the facts surrounding the claim or “suit,” a description of “damages” and injuries, suggested reserves and recommendations for future claims handling.

- 3. Other claim information or reports as requested by us from time to time.
- 4. You or the authorized claim service provider must provide written notification of any:
 - a. potential exposure which equals or exceeds the level of notification of potential penetration of the “self-insured retention” amount shown above for Per Occurrence or Per Claim, whichever applies;
 - b. loss reserve established which equals or exceeds the level of notification of potential penetration of the “self-insured retention” amount shown above for Per Occurrence or Per Claim, whichever applies;
 - c. potential judgment, if the claimant prevails, without regard to liability, which equals or exceeds the level of notification of potential penetration of the “self-insured retention” amount shown above for Per Occurrence or Per Claim, whichever applies;

- d. suit, in the event a suit is filed, and we shall have the right to appoint defense counsel, even if the amount claimed in the suit is unspecified or less than the “self-insured retention” amount shown above for Per Occurrence or Per Claim, whichever applies;
- e. other claim information or reports as requested by us from time to time;

Written notice must be provided as soon as possible, but no later than fifteen (15) calendar days from the date you have sufficient knowledge of facts surrounding such claim or “suit” which could put you on notice that such reserve or payment is indicated. Complete files on such claim or “suit” must be given to us within thirty (30) calendar days from the date we request such files.

E. Reporting – Self-Insured Retention

1. You must report on claims or suits in accordance with the following:

You or the authorized claim service provider must monitor the cumulative “self-insured retention” incurred amounts and “defense costs” sustained during the policy period and report those total amounts to us in accordance with the frequency of report indicated in the Periodic Reporting Requirement above. However, if the total of all incurred losses and “defense costs” should at any time during the policy period attain a total amount equal to seventy-five percent (75%) of the Aggregate “Self-Insured Retention” amount, you are required in that event to make an immediate report to us as to total incurred losses and “defense costs” sustained at that time.

The Periodic Report that you send to us must be in a format that is acceptable to us, and include an accounting of all individual losses and “defense costs” incurred as of the date of the Report.

2. Within forty-five (45) days after the end of the policy term, you must give us a listing of all existing claims or “suits” within the “Self-Insured Retention” Amounts. At a minimum, such listing will include the following for each claim or “suit”:
 - a. a description of each;
 - b. the date of the “occurrence” or offense;
 - c. the amounts paid and reserved for future payments for loss and “defense costs”; and
 - d. the current status of the claim or suit.
3. Quarterly thereafter, you are required to give us an updated listing of the status of all claims or “suits.” both paid and reserved, until all claims or “suits” for the reporting period are closed or settled.
4. Compliance with the reporting requirements set forth in this endorsement is a condition precedent to coverage. You acknowledge that in the event of non-compliance, we shall not be required to establish prejudice resulting from the non-compliance, but shall be automatically relieved of liability with respect to the claim.

F. Representations

By acceptance of this policy, you agree that you will not procure insurance for all or any part of the “self-insured retention” amounts shown above. If such insurance is in effect, there will be no coverage under this endorsement.

II. Self-Insured Retention and Defense Costs – Our Rights and Duties

- A. In no event shall this policy be obligated to satisfy your obligations for the payment of “self-insured retention” amounts or “defense costs.”
- B. We shall be liable only for the amount of “damages” and “defense costs” in excess of the “self – insured retention” amounts as applicable, shown above, up to the applicable Limits of Insurance shown in the Declarations of this policy.
- C. Settlement of Claims
 1. We shall have, at our option, the right to negotiate the settlement of any claim we deem expedient both within and in excess of the applicable “self-insured retention” amount, but we shall obtain your consent prior to entering into any settlement of any claim which is equal to or less than the “self-insured retention” amount. If, however, you shall refuse to consent to any settlement recommended by us within the “self-insured retention” amount and shall elect to contest the claim or continue with any legal proceedings in connection with such claim, our liability for that claim shall not exceed the amount determined by subtracting the “self-insured retention” amount from the amount for which the claim could have been settled, including “defense costs” incurred with our consent to the date of such refusal. And we shall have no liability with respect to such claim if that difference is zero or more.
 2. With respect to any claim under this insurance which has been tendered to us and which may exceed the “self-insured retention” amount shown above for Per Occurrence or Per Claim, whichever applies, we may pay any or all of the “self-insured retention” amount and “defense costs” on your behalf to defend or to effect settlement of such claim. Such amount paid by us shall be reimbursed promptly by you.

Regardless of whether the “damages” for “bodily injury,” “property damage,” “personal and advertising injury,” medical payments, or any other such coverages or “defense costs” for which coverage is provided under this policy appear likely to exceed the “self-insured retention” amounts stated above, we shall have the right, but not the duty, to defend any claim seeking “damages” for which coverage would be provided under this policy regardless of the “self-insured retention” amounts. In the event we incur any “defense costs” in the exercise of our right to defend any claim, you shall not be liable to reimburse us for those “defense costs.”

III. Midterm Cancellation

In the event of a midterm cancellation of this policy, the “self-insured retention” shown above as Aggregate is not subject to any pro rata reduction. Such Aggregate amount will apply as if the policy term had not been shortened.

IV. Conditions

Paragraph 4. Other Insurance of Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted and replaced with the following:

4. Other Insurance

If other valid insurance, self-insurance, “self-insured retention” or similar programs, whether primary, excess, contingent, or any other basis is available to the insured for a loss we cover under this policy, our obligations are limited as follows:

a. Primary Insurance

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

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, self-insurance, "self-insured retention", or similar programs, whether primary, excess, contingent, or any other basis:
 - (a) that is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) that is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) that is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY.
- (2) Any other primary insurance available to you covering liability for "damages" arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under COVERAGES A or B to defend you against any "suit" if any other insurer has a duty to defend you against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to your 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:

- (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 Form.

c. Method of Sharing

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

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

V. Definitions

A. "Damages" means:

Pecuniary loss caused by "bodily injury," "property damage" or personal advertising injury" including all expenses incurred to investigate and/or defend a claim alleging "damages."

B. "Defense costs" means:

Expenses directly allocable to specific claims and shall include but not be limited to all supplementary payments as defined under the policy(ies); all court costs, fees and expenses; costs for all attorney's witnesses, experts, depositions, reported or recorded statements, summons, service of process, legal transcripts or testimony, copies of any public records; alternative dispute resolution; interest; investigative services, medical examinations, autopsies, medical costs containment; declaratory judgment, subrogation and any other fees, costs, or expenses reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or a loss under the policy(ies).

C. "Self-insured retention" means:

The amount or amounts which you or any insured must pay for all compensatory damages which you or any insured shall become legally obligated to pay because of "bodily injury," "property damage," "personal and advertising injury," medical payments, or any other such coverage included in the policy, sustained by one or more persons.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSTRUCTORS, COACHES AND SPORTS OFFICIALS – BROADENED COVERAGE

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

f. "Bodily injury" arising out of the rendering of or failure to render professional services as a fitness instructor, sports coach or sports official shall be deemed to be caused by an "occurrence".

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

This insurance does not apply to "bodily injury" or "property damage" caused by the willful violation of a penal statute or ordinance relating to:

- (1) the sale of pharmaceuticals by or with the knowledge or consent of any insured: or
- (2) the rendering or failure to render any healthcare services. For purposes of this exclusion, nutritional counseling shall not be considered healthcare services.

C. Paragraph 2.a.(1)(d) under SECTION II – WHO IS AN INSURED is replaced by the following:

(d) Arising out of his or her providing or failure to provide professional health care services, other than professional health care services performed in his or her capacity as a fitness instructor, a sports coach or a sports official.

D. For the purpose of determining the limits of insurance for the coverage provided by this endorsement, any act or omission together with all related acts or omissions in the furnishing of these services as a fitness instructor, sports coach or sports official to any one person will be considered one "occurrence".

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEASED FACILITY'S PROPERTY DAMAGE COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description of Operations:

Each Occurrence Limit:	\$
Deductible:	\$
Additional Premium:	\$

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

- A. "Property damage" coverage is provided for your liability to any arena, coliseum, stadium, bowl, hippodrome, or any such facility leased by you for any insured event.

This insurance does not apply to:

- 1) "Property damage" to floors, decks, pavements, lawns, rugs, or artificial floor coverings.
 - 2) Liability for damage to or destruction of property resulting from your failure to provide reasonable and proper care of property used by you.
- B. If other valid and collectible insurance is available to you for a "property damage" loss subject to the terms of this endorsement, the insurance provided herein is excess of such other insurance, whether primary, excess, contingent, or on any other basis. Even though provided on an excess basis, in no event will coverage herein exceed the stated Each Occurrence Limit and coverage will remain subject to the Deductible, if any, shown in the Schedule. These limits are included in, and are not in addition to, the limits shown in the Declarations of this policy.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE – EMERGENCY MEDICAL PERSONNEL SERVICE LIABILITY

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Limits of Insurance:	\$ \$	Each Occurrence Aggregate
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Description of Hazards: Emergency Medical Operations by the Named Insured or its employees, including Emergency Medical Technicians.

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

EMERGENCY MEDICAL PERSONNEL SERVICE LIABILITY COVERAGE

1. Insuring Agreement

a. We will pay those sums you become legally obligated to pay as damages because of “bodily injury” to any person arising out of a “wrongful act” to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those damages even if the allegations of the “suit” are groundless, false, or fraudulent. However, we will have no duty to defend the insured against any “suit” seeking damages for “bodily injury” or “property damage” to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” and settle any claim or “suit” that may result. But:

- (1) The amount we will pay for damages is limited as described in the above **Schedule**; and
- (2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under **COVERAGES A, or B, or EMERGENCY MEDICAL PERSONNEL SERVICE LIABILITY COVERAGE**, or medical expenses under **COVERAGE C**.

No other obligation of liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTAL PAYMENTS – COVERAGE A or B, and EMERGENCY MEDICAL PERSONNEL SERVICE LIABILITY COVERAGE**.

b. This insurance applies to a “wrongful act” only if:

- (1) Such “wrongful act” takes place in the “coverage territory”; and
- (2) Such “wrongful act” takes place during the policy period.

2. Exclusions

This coverage provided by this endorsement does not apply:

- a. to any dishonest, fraudulent, criminal or malicious act or omissions of you, your partner or your “employees”;
- b. to the conduct of any “business” enterprise owned by you which is controlled, operated, or managed by you either individually or in a fiduciary capacity, including the ownership, maintenance, or use of any property in connection therewith other than in connection with the normal and usual “professional services” insured hereunder;
- c. to libel, slander, invasion of privacy, assault or battery or conversion;
- d. to any liability of yours which would be covered by a standard automobile public liability policy;

- e. to liability arising out of the ownership, maintenance, operation, or use of any watercraft or aircraft;
- f. to liability arising out of "loading or unloading" of any "auto";
- g. to liability of others assumed by you under any contract or agreement, either oral or in writing, unless specifically endorsed hereon;
- h. to any obligation for which you or any carrier as your insurer may be held liable under any workers' compensation, unemployment compensation, or disability benefits law, or under any similar law;
- i. to "bodily injury" to, or sickness, disease, or death of any "employee" of yours arising out of and in the course of his employment;
- j. to any loss or claim either directly or indirectly arising from your activities as an officer or director of any corporation, company, or "business" other than that of the First Named Insured on this policy;
- k. to any loss or claim based upon or arising out of the Securities Act of 1933 or the Securities Exchange Act of 1934 or any amendment thereof or additional thereto or any State Securities Acts (also known as "Blue Sky Laws") or amendments thereof or additions thereto;
- l. any loss arising from the practice of Admiralty Law;
- m. to injury arising out of the performance of a criminal act or caused by a person while under the influence of intoxicants or narcotics;
- n. to claims for or arising out of the infringement of any copyright or trademark or patent;
- o. to the rendering or failure to render "professional services" by any physician, surgeon, or nurse anesthetist;
- p. to any claim for punitive or exemplary damages whether arising out of your acts, or those of your "employees" or any other person.

B. SUPPLEMENTARY PAYMENTS – COVERAGES A and B is amended to read **SUPPLEMENTARY PAYMENTS – COVERAGES A, B, and EMERGENCY MEDICAL PERSONNEL SERVICE LIABILITY COVERAGE.**

C. WHO IS AN INSURED

For the purpose of the coverage provided by this endorsement, **1. a. through e. of SECTION II – WHO IS AN INSURED,** are deleted in their entirety and replaced with the following:

- a. If the First Named Insured is designated in the Declarations as an individual, the person designated;
- b. If the First Named Insured is designated in the Declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof, but only with respect to his liability as such;
- c. If the First Named Insured is designated in the Declarations as a corporation, the corporation so designated and an executive officer or director thereof while acting within the scope of his duties as such;
- d. If the First Named Insured is designated in the Declarations as an Association, any member while operating within the scope of his duties as such;
- e. All ambulance drivers and all ambulance attendants that are "employees" or "volunteer workers" of the First Named Insured, but only while acting within the scope of their duties as Emergency Medical Personnel.

Paragraphs **2. and 3. of SECTION II – WHO IS AN INSURED** are deleted in their entirety.

D. LIMITS OF INSURANCE

1. Paragraph **2.** of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced with the following:
 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under **COVERAGE C**;
 - b. Damages under **COVERAGE A**, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”; and
 - c. Damages under **COVERAGE B** and under **EMERGENCY MEDICAL PERSONNEL SERVICE LIABILITY COVERAGE**.
2. Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced with the following:
 5. a. Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - (1) Damages under **COVERAGE A**;
 - (2) Damages under **EMERGENCY MEDICAL PERSONNEL SERVICE LIABILITY COVERAGE**; and
 - (3) Medical Expenses under **COVERAGE C**because of all “bodily injury” and “property damage” arising out of any one “occurrence.”
 - b. For the purposes of determining Limits of Insurance, all claims and “suits” under **EMERGENCY MEDICAL PERSONNEL SERVICE LIABILITY COVERAGE** which arise out of a single “wrongful act” or a series of related “wrongful acts” shall be considered a single “occurrence.”

E. DEFINITIONS

The following definitions are added:

1. “Business” means a commercial, industrial, or mercantile activity engaged in as a means of livelihood or investment.
2. “Professional services” means health care services provided by a properly licensed medical professional operating within the scope of that license, including food or beverages given with such services.
3. “Wrongful act” means the rendering of or failure to render “professional services” by one or more of your emergency medical personnel.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED BROADCASTING COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING LIABILITY, 2. Exclusions, j. Insureds in Media and Internet Type Businesses, (1) is deleted and replaced with the following:

(1) Advertising, broadcasting (but not the broadcasting of team games, pre-game shows, or post-game shows by the team's regular announcers), publishing or telecasting.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED EXCESS FIREWORKS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

As of the effective date hereof, it is hereby understood and agreed that the limits as applicable to this endorsement are as follows:

Schedule

Per Occurrence: \$
Aggregate: \$

(included in and not in addition to the limits stated on the Declarations Page)

This insurance does not apply to “bodily injury,” “property damage,” or “personal and advertising injury” arising out of fireworks, unless the entity or person performing the fireworks has and maintains valid and collectible commercial general liability insurance coverage in the amount of at least \$1,000,000 that covers fireworks, and you are named as an additional insured on the policy providing such coverage.

For purposes of this endorsement, fireworks means any display of explosive or burning devices, material or pyrotechnics. Fireworks do not include the firing of an explosive commonly used to start an event or flashboxes, which are induced electronically in a cylinder with no projectile, wadding or wrapping.

Paragraph **4. b. (1)** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to include the following:

- (v) That is insurance which provides coverage for fireworks.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED FIREWORKS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Location and Date of Display(s):

Limits: **Each "Occurrence":** \$ 1,000,000 **Aggregate:** \$ 1,000,000

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

- A. This insurance does not apply to "bodily injury" or "property damage" caused directly or indirectly by fireworks, pyrotechnics, or any similar explosive material, except for any display described in the above Schedule. For purposes of the endorsement, flashboxes are not considered fireworks. Flashboxes are devices used to create a visual effect along with an explosive noise. They are induced electronically in a cylinder with no projectile, wadding, or wrapping.
- B. **EXCLUSION**
Insurance coverage provided as described in the Schedule above does not apply to "bodily injury" to shooters.
- C. **LIMITS OF INSURANCE**
The limits shown in the above Schedule are not additional Limits of Insurance and these limits will not increase the Company's Limits of Liability under **COVERAGE A** or **B** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**.
- D. **EXCESS INSURANCE**
If other valid and collectible insurance is available to the insured, the insurance afforded for displays described in the above Schedule is excess over any other insurance, whether primary, excess, contingent, or on any other basis.
- E. **OCCURRENCE DEFINITION**
For purposes of determining the limit of the Company's liability under this endorsement, all "bodily injury" and "property damage" arising out of substantially the same general conditions shall be considered as arising out of one "occurrence."

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED PROFESSIONAL LIABILITY COVERAGE – VETERINARIANS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Limits of Liability

Each Race Animal Limit	\$
Each Occurrence Limit	\$
Race Animal Aggregate Limit	\$
PD Per Claim Deductible	\$
Premium	\$

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

Our Limits of Liability (including cost to defend and expenses where allowed by law) shall not exceed the Limits of Liability shown in the above Schedule for loss arising out of any one "occurrence." These limits are included in and are not in addition to, the limits shown in the Declarations of this policy.

Coverage is provided for loss as a result of "property damage" to race animals which are the property of others while on the insured's "premises" and for which the insured is found to be legally liable, including damage to race animals resulting from veterinarian's professional actions or omissions.

For the purpose of this endorsement, the following definitions apply:

"Covered program" means an event reported and accepted by us and for which a premium has been paid.

"Location" means the insured's "premises."

"Premises" as designated in the Declarations means the "location" of the actual race course including buildings, structures thereon, and immediately adjoining parts of adjacent ways, including separate "locations" established officially for registration or technical inspection, and equipment necessary or incidental to the operation of the "covered program" insured hereunder.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIQUOR LIABILITY SELF-FUNDED RETENTION

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE PART

Schedule

<u>AMOUNT OF SELF-FUNDED RETENTION</u>	\$	Each Common Cause
	\$	Aggregate

"Self-Funded Retention" for Damages and "Claim Expenses" associated with such damages because of "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 (hereinafter referred to as common cause).

A. LIQUOR LIABILITY COVERAGE is changed as follows:

The sum of the damages because of "injury" resulting from any one common cause and the "claim expenses" associated with such damages that would otherwise be payable under LIQUOR LIABILITY COVERAGE will be reduced by the "self-funded retention" shown in the above Schedule. The Limits of Insurance applicable to such coverage will be reduced by the amount of damages payable under the policy, both within, and in excess of, such "self-funded retention."

B. INVESTIGATION, DEFENSE AND SETTLEMENT

LIQUOR LIABILITY COVERAGE is changed as follows with respect to the provisions pertaining to the investigation, defense and settlement of claims or "suits."

We have the right, duty and ultimate authority to investigate, defend or settle any claim or "suit" asking for damages. However:

1. We will delegate the responsibility to investigate, adjust, defend and/or settle all claims or "suits" to you, subject to the following conditions:
 - a. You will notify us of common causes, "injury," claims or "suits" in accordance with paragraph E. below.
 - b. You will establish a "case reserve" with respect to each such claim or "suit" as soon as such claim or "suit" becomes known to you. You will revise such reserve from time to time on the basis of developments and facts known at the time of such revision.
 - c. You will have no authority to pay, or agree to pay any sum of such claims or "suits" and associated "claim expenses" greater than the "self-funded retention" shown in the above Schedule without our prior written consent.
 - d. We will have the right to associate with you in the defense of any claim or "suit" or to assume control of the defense of any claim or "suit." The assumption of control shall include, but not be limited to, the investigation and settlement of any claim or "suit," the selection or retention of counsel and appeal of any judgment.
 - e. When a claim or "suit" has been settled or adjudicated, you will promptly pay the amount of such claim or "suit" to the party to whom the payment is due for damages up to the "self-funded retention" shown in the above Schedule.

- f. You will pay your share of “claim expenses” in accordance with paragraphs C. and D. below.
 - g. We may pay any part or all of such “self-funded retention” and, upon notification of the action taken, you will promptly reimburse us for the amount of such payment (inclusive of your share of “claim expenses” as have been paid by us in accordance with paragraphs C. and D. below) up to such “self-funded retention.”
 - h. Any claim administrator(s) you utilize for claim handling services must be approved in writing by us in advance.
2. We have no duty to defend “suits” not covered by this insurance.
 3. Our duty to defend or settle ends when the applicable Limit(s) of insurance has (have) been exhausted by payment of judgments or settlements.

C. APPLICATION OF SELF-FUNDED RETENTION

1. The “self-funded retention” shown in the above Schedule will be applied separately to each common cause, first as respects payment of all damages because of “injury” under LIQUOR LIABILITY COVERAGE and then to the payment of “claim expenses” associated with such damages. The balance of any “claim expenses” due will be payable by us in addition to the applicable Limit(s) of Insurance.
2. If a claim or “suit” involves “claim expenses” only, in no event will you or any insured be obligated to pay “claim expenses” in connection with any one common cause for an amount greater than the “self-funded retention” shown in the above Schedule.

D. CLAIM EXPENSES

1. For purposes of this endorsement, the term “claim expenses” means:
 - a. Attorney fees and all other litigation expenses.
 - b. The cost of bonds to appeal a judgment or award or to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - c. All reasonable expenses incurred by the insured in the investigation or defense of the claim or “suit,” including actual loss of earnings up to \$250 a day because of time off from work.
 - d. All costs taxed against the insured in the “suit.”
 - e. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest based on that period of time after the offer.
 - f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
 - g. With respect to an indemnitee, if all of the following conditions are met, attorney’s fees incurred by you or us for the defense of that indemnitee, necessary litigation expenses incurred by you or us, and necessary litigation expenses incurred by the indemnitee at your or our request. Such payments will not be deemed to be damages.

- (1) The “suit” against an insured is being defended and an indemnitee of the insured is also named as a party to the “suit”;

- (2) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (3) This insurance applies to such liability assumed by the insured;
- (4) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (5) The allegations in the "suit" and the information we know about the "injury" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- (6) The indemnitee and the insured ask you to conduct and control the defense of that indemnitee against such "suit" and agree that you can assign the same counsel to defend the insured and the indemnitee; and
- (7) The indemnitee:
 - (a) agrees in writing to:
 - (i) cooperate with you in the investigation, settlement or defense of the "suit";
 - (ii) immediately send you copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) cooperate with you with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) provides you with written authorization to:
 - (i) obtain records and other information related to the "suit"; and
 - (ii) conduct and control the defense of the indemnitee in such "suit."

"Claim expenses" do not include:

- a. salaries and expenses of our employees or the insured's employees other than that portion of our employed attorneys' or paralegals' fees, salaries and expenses allocated to a specific claim or "suit."
 - b. fees and expenses of independent claims adjusting organizations hired by you.
2. The term "Supplementary Payments" under SECTION I – LIQUOR LIABILITY COVERAGE is deleted in its entirety and replaced with the term "claim expenses" defined above.

E. DUTIES IN THE EVENT OF INJURY, OFFENSE, CLAIM OR SUIT

Condition 2. of Section IV is deleted in its entirety and replaced with the following:

2. DUTIES IN THE EVENT OF INJURY, COMMON CAUSE, CLAIM OR SUIT

- a. You must see to it that we are notified of a common cause which may result in a claim or "suit" seeking a total amount for damages in excess of the "self-funded retention" shown in

the above Schedule. The notice must be made as soon as possible, but no later than thirty (30) calendar days from the date you are notified of such common cause. The notice should include:

- (1) how, when and where the "injury" took place;
- (2) the names and addresses of any injured persons and witnesses; and
- (3) the nature and location of any "injury" arising out of the common cause.

b. The first Named Insured shown in the Declarations will furnish us with:

- (1) A quarterly report which provides the following information for each claim or "suit" which was outstanding, opened, revised or eliminated during the previous quarter: the identity of the claimants or injured parties; the dates, places, description and cause of injuries or damages; the amounts of reserves for such claim or "suit"; "claim expenses" (both paid, incurred and reserved) and payments of judgments or settlements. This report must be furnished no later than thirty (30) calendar days after the end of each quarter.
- (2) Written notification of each claim or "suit" which has, should have, or is likely to have, without regard to liability, a reserve equal to or exceeding thirty three and one-third percent (33 1/3%) of the "self-funded retention" shown in the above Schedule. Written notice must be provided as soon as possible, but no later than fifteen (15) calendar days from the date you have sufficient knowledge of facts surrounding such claim or "suit" which could put you on notice that such reserve or payment is indicated. Complete files on such claim or "suit" must be given to us within thirty (30) calendar days from the date we request such files.
- (3) Written notification of each claim or "suit" which involves serious injury(ies) or damage(s). This notice must be provided as soon as possible, but no later than ten business days from the date you have knowledge of such claim or "suit." Serious injuries or damages include, but are not limited to:
 - (a) Cord Injury – paraplegia, quadriplegia;
 - (b) Amputations – requiring a prosthesis;
 - (c) Brain damage affecting mentality or central nervous system – such as permanent disorientation, behavior disorder, personality change, seizures, motor deficit, inability to speak (Aphasia), hemiplegia or unconsciousness (Comatose);
 - (d) Blindness;
 - (e) Burns – involving over 10% of body with third degree or 30% with second degree;
 - (f) Multiple fractures – involving more than one member or non-union;
 - (g) Fracture of both heel bones (Fractured or Bilateral OS Calcis);
 - (h) Nerve damage causing paralysis and loss of sensation in arm and hand (Brachial Plexus Nerve Damage);
 - (i) Massive internal injuries affecting body organs;
 - (j) Injury to nerve at base of spinal canal (Cauda Equina) or any other back injury resulting in incontinence of bowel and/or bladder;
 - (k) Fatalities;

(l) Any claim or "suit" not specified above that presents an unusual exposure to the coverage. Examples include: class actions, environmental exposure and bad faith allegations; or

(m) Any other serious injury or damage which may involve our liability.

Individual written loss reports of all serious injuries or damages must be furnished within thirty (30) calendar days from the date you have knowledge of any claim or "suit" which involves such serious injuries or damages. This report must contain, at a minimum, the facts surrounding the claim or "suit," a description of damages and injuries, suggested reserves and recommendations for future claims handling.

(4) Other claim information or reports as requested by us from time to time.

F. EXCLUSION OF CERTAIN LIABILITY

Except as otherwise provided by law, it is a condition precedent to any liability under this policy that you will (a) notify us of common causes, "injury," claims or "suits" in accordance with paragraph E. above, and (b) permit inspection, audit, copying and otherwise cooperate with us to enable us to establish or revise reserves for claim(s) or "suit(s)," (c) obtain our approval in writing of any change of your claims administrator(s) in advance, and (d) not pay or settle, nor agree to pay or settle, any total amount for damages or "claim expenses" greater than the "self-funded retention" shown in the above Schedule without our prior written consent.

G. ADDITIONAL CANCELLATION REASON

In addition to the reasons for cancellation set forth in this policy, if you pay, settle, or agree to pay or settle any claim or "suit" for an amount (inclusive of "claim expenses") greater than the "self-funded retention" shown in the above Schedule without our prior written consent, or if you fail to permit inspection, audit, copying or to otherwise cooperate with us to enable us to establish or revise reserves for claims or "suits" or if you fail to obtain our approval in writing of any change of your claims administrator(s) in advance, then such acts or omissions will be deemed reasonable grounds for cancellation of this policy and filings and certificates representing this policy, except as otherwise provided by law.

H. DEFINITIONS

1. "Case reserve" means an estimate of the value of a claim or "suit" and its associated "claim expenses."
2. "Damages" means a pecuniary loss caused by "bodily injury," "property damage" or "personal advertising injury" including all expenses incurred to investigate and/or defend a claim alleging "damages."
3. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional
4. "Self-funded retention" means the amount of damages and associated claims expense that the insured retains responsibility for the payment of under this policy.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIQUOR LIABILITY SELF-INSURED RETENTION

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE PART

As of the effective date hereof, it is hereby understood and agreed that the "self-insured retention" amounts which include "damages" and "defense costs" are as follows:

\$	Each Common Cause	\$	Per Claim
\$	Aggregate		

It is further understood and agreed that the following apply with respect to this endorsement:

Periodic Reporting Requirement – Quarterly
Level of Notification of Potential Penetration – 33.3% of Self-Insured Retention

It is further understood and agreed that the insurance provided by this policy is subject to the following additional provisions. In the event of conflict with any other provisions elsewhere in the policy, this endorsement shall control the application of the insurance to which it applies.

I. Self-Insured Retention and Defense Costs – Your Obligations

A. The "self-insured retention" amounts stated above apply as follows:

1. If an Each Common Cause "self-insured retention" amount is shown above, it is a condition precedent to our liability that you make actual payment of all "damages" and "defense costs" for each "injury" or offense, until you have paid "self-insured retention" amounts and "defense costs" equal to the Each Common Cause amount shown above, subject to the provisions of A.3. below, if applicable. Payments by others, including but not limited to additional insureds or insurers, do not serve to satisfy the "self-insured retention". Satisfaction of the "self-insured retention" as a condition precedent to our liability applies regardless of insolvency or bankruptcy by you. The Each Common Cause amount is the most you will pay for "self-insured retention" amounts and "defense costs" arising out of any one "injury" or offense, regardless of the number of persons or organizations making claims or bringing suits because of the "injury" or offense.
2. If a Per Claim "self-insured retention" amount is shown above, it is a condition precedent to our liability that you make actual payment of all "damages" and "defense costs" for each claim until you have paid "self-insured retention" amounts and "defense costs" equal to the Per Claim amount shown above, subject to the provisions of A.3. below, if applicable. Payments by others, including, but not limited to, additional insureds or insurers, do not serve to satisfy the "self-insured retention." Satisfaction of the "self-insured retention" as a condition precedent to our liability applies regardless of insolvency or bankruptcy by you. The Per Claim amount is the most you will pay for "self-insured retention" amounts and "defense costs" sustained by any one person or organization as a result of any one "injury" or offense.
3. If an Aggregate "self-insured retention" amount is shown above, the Aggregate amount is the most you will pay for all "self-insured retention" amounts and "defense costs" incurred under this policy. This amount applies separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the effective date of the policy period shown in the Declarations of this policy

If no entry appears above as Aggregate, then your obligation for payment of “self-insured retention” amounts and “defense costs” applies in accordance with the Each Common Cause or Per Claim “self-insured retention” provisions.

4. Except for any “defense costs” that we may elect to pay, you shall pay all “defense costs” as they are incurred until you have paid “defense costs” and “damages” for “injury,” or any other coverages which may be included in the policy, equal to the applicable “self”-insured retention” amount. If any final judgment or settlement and “defense costs” are less than the “self-insured retention” amount stated above, we shall have no obligation to reimburse you or pay “defense costs” under this policy.

B. Settlement of Claim

You may not settle any claim or suit which exceeds any “self-insured retention” amount indicated above without our written permission to do so. If you fail to obtain such written permissions, we shall have no obligation to provide coverage for that claim or suit.

C. Authorized Claim Service

1. You shall employ a claim service provider acceptable to us for the purpose of providing claim services for settlement of losses within the “self-insured retention” amounts. You shall pay all fees, charges, and costs of the claim service provider in addition to the “self-insured retention” amounts, without any reimbursement from us.
2. In the event of cancellation, expiration, or revision of the claims service contract between you and the claim service provider, you shall notify us within ten (10) days of such change and shall replace the claim service provider with another claim service provider that is acceptable to us.
3. The insurer reserves the right to conduct an audit of files handled by the claims service provider at their discretion.

D. Notification of Injury or Offense

1. You or the authorized claim service provider must notify us of an “injury” or offense, which may result in a claim under this policy. The notice must be made as soon as possible but no later than thirty (30) calendar days from the date you are notified of such “injury” or offense. Notice must include:
 - a. how, when and where the “injury” or offense took place;
 - b. the names and addresses of any injured persons and witnesses;
 - c. the nature and location of any “injury” or damage arising out of the “injury” or offense.
2. You or the authorized claim service provider must provide written notification of each claim or “suit” which involves serious “injury(ies)” or damage(s). This notice must be provided as soon as possible, but no later than ten (10) business days from the date you have knowledge of such claim or “suit.” Serious injuries or “damages” include, but are not limited to:
 - a. Cord “injury” – paraplegia, quadriplegia;
 - b. Amputations – requiring a prosthesis;
 - c. Brain damage affecting mentality or central nervous system – such as permanent disorientation, behavior disorder, personality change, seizures, motor deficit, inability to speak (Aphasia), hemiplegia or unconsciousness (Comatose);

- d. Blindness;
- e. Burns – involving over 10% of body with third degree or 30% with second degree;
- f. Multiple fractures – involving more than one member or non-union;
- g. Fracture of both heel bones (Fractured or Bilateral OS Calcis);
- h. Nerve damage causing paralysis and loss of sensation in arm and hand (Brachial Plexus Nerve Damage);
- i. Massive internal injuries affecting body organs;
- j. “Injury” to nerve at base of spinal canal (Cauda Equina) or any other back “injury” resulting in incontinence of bowel and/or bladder;
- k. Fatalities;
- l. Any claim or “suit” not specified above that presents an unusual exposure to the coverage. Examples include: class actions, environmental exposure and bad faith allegations; or
- m. Any claim alleging inappropriate sexual behavior or molestation by an employee; or
- n. Any other serious “injury” or damage which may involve our liability; or
- o. Any claim in which suit is filed.

Individual written loss reports of all serious injuries or “damages” must be furnished within thirty (30) calendar days from the date you have knowledge of any claim or “suit” which involves such serious injuries or “damages”. This report must contain, at a minimum, the facts surrounding the claim or “suit,” a description of “damages” and injuries, suggested reserves and recommendations for future claims handling.

- 3. Other claim information or reports as requested by us from time to time.
- 4. You or the authorized claim service provider must provide written notification of any:
 - a. potential exposure which equals or exceeds the level of notification of potential penetration of the “self-insured retention” amount shown above for Each Common Cause or Per Claim, whichever applies;
 - b. loss reserve established which equals or exceeds the level of notification of potential penetration of the “self-insured retention” amount shown above for Each Common Cause or Per Claim, whichever applies;
 - c. potential judgment, if the claimant prevails, without regard to liability, which equals or exceeds the level of notification of potential penetration of the “self-insured retention” amount shown above for Each Common Cause or Per Claim, whichever applies;
 - d. suit, in the event a suit is filed, and we shall have the right to appoint defense counsel, even if the amount claimed in the suit is unspecified or less than the “self-insured retention” amount shown above for Each Common Cause or Per Claim, whichever applies;
 - e. other claim information or reports as requested by us from time to time;

Written notice must be provided as soon as possible, but no later than fifteen (15) calendar days from the date you have sufficient knowledge of facts surrounding such claim or "suit" which could put you on notice that such reserve or payment is indicated. Complete files on such claim or "suit" must be given to us within thirty (30) calendar days from the date we request such files.

E. Reporting – Self-Insured Retention

1. You must report on claims or suits in accordance with the following:

You or the authorized claim service provider must monitor the cumulative "self-insured retention" incurred amounts and "defense costs" sustained during the policy period and report those total amounts to us in accordance with the frequency of report indicated in the Periodic Reporting Requirement above. However, if the total of all incurred losses and "defense costs" should at any time during the policy period attain a total amount equal to seventy-five percent (75%) of the Aggregate "Self-Insured Retention" amount, you are required in that event to make an immediate report to us as to total incurred losses and "defense costs" sustained at that time.

The Periodic Report that you send to us must be in a format that is acceptable to us, and include an accounting of all individual losses and "defense costs" incurred as of the date of the Report.

2. Within forty-five (45) days after the end of the policy term, you must give us a listing of all existing claims or "suits" within the "Self-Insured Retention" Amounts. At a minimum, such listing will include the following for each claim or "suit":
 - a. a description of each;
 - b. the date of the "injury" or offense;
 - c. the amounts paid and reserved for future payments for loss and "defense costs"; and
 - d. the current status of the claim or suit.
3. Quarterly thereafter, you are required to give us an updated listing of the status of all claims or "suits," both paid and reserved, until all claims or "suits" for the reporting period are closed or settled.
4. Compliance with the reporting requirements set forth in this endorsement is a condition precedent to coverage. You acknowledge that in the event of non-compliance, we shall not be required to establish prejudice resulting from the non-compliance, but shall be automatically relieved of liability with respect to the claim.

F. Representations

By acceptance of this policy, you agree that you will not procure insurance for all or any part of the "self-insured retention" amounts shown above. If such insurance is in effect, there will be no coverage under this endorsement.

II. Self-Insured Retention and Defense Costs – Our Rights and Duties

- A. In no event shall this policy be obligated to satisfy your obligations for the payment of "self-insured retention" amounts or "defense costs."

B. We shall be liable only for the amount of “damages” and “defense costs” in excess of the “self – insured retention” amounts as applicable, shown above, up to the applicable Limits of Insurance shown in the Declarations of this policy.

C. Settlement of Claims

1. We shall have, at our option, the right to negotiate the settlement of any claim we deem expedient both within and in excess of the applicable “self-insured retention” amount, but we shall obtain your consent prior to entering into any settlement of any claim which is equal to or less than the “self-insured retention” amount. If, however, you shall refuse to consent to any settlement recommended by us within the “self-insured retention” amount and shall elect to contest the claim or continue with any legal proceedings in connection with such claim, our liability for that claim shall not exceed the amount determined by subtracting the “self-insured retention” amount from the amount for which the claim could have been settled, including “defense costs” incurred with our consent to the date of such refusal. And we shall have no liability with respect to such claim if that difference is zero or more.
2. With respect to any claim under this insurance which has been tendered to us and which may exceed the “self-insured retention” amount shown above for Each Common Cause or Per Claim, whichever applies, we may pay any or all of the “self-insured retention” amount and “defense costs” on your behalf to defend or to effect settlement of such claim. Such amount paid by us shall be reimbursed promptly by you.

Regardless of whether the “damages” for “injury,” or any other such coverages or “defense costs” for which coverage is provided under this policy appear likely to exceed the “self-insured retention” amounts stated above, we shall have the right, but not the duty, to defend any claim seeking “damages” for which coverage would be provided under this policy regardless of the “self-insured retention” amounts. In the event we incur any “defense costs” in the exercise of our right to defend any claim, you shall not be liable to reimburse us for those “defense costs.”

III. Midterm Cancellation

In the event of a midterm cancellation of this policy, the “self-insured retention” shown above as Aggregate is not subject to any pro rata reduction. Such Aggregate amount will apply as if the policy term had not been shortened.

IV. Conditions

Paragraph 4. Other Insurance of Section IV – LIQUOR LIABILITY CONDITIONS is deleted and replaced with the following:

4. Other Insurance

If other valid insurance, self-insurance, “self-insured retention” or similar programs, whether primary, excess, contingent or any other basis is available to the insured for a loss we cover under this policy, our obligations are limited as follows:

a. Primary Insurance

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

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, self-insurance, "self-insured retention" or similar programs, whether primary, excess, contingent or any other basis.
- (2) Any other primary insurance available to you covering liability for "damages" arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty to defend you against any "suit" if any other insurer has a duty to defend you against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to your rights against all of those other insurers.

When this insurance is excess over other insurance, we will have no duty to defend you against any "suit" if any other insurer has a duty to defend you against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to your 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:

- (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 Form.

c. Method of Sharing

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

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

V. Definitions

A. "Damages" means:

Pecuniary loss caused by "bodily injury," "property damage" or "personal advertising injury" including all expenses incurred to investigate and/or defend a claim alleging "damages."

B. "Defense costs" means:

Expenses directly allocable to specific claims and shall include but not be limited to all supplementary payments as defined under the policy(ies); all court costs, fees and expenses; costs for all attorney's witnesses, experts, depositions, reported or recorded statements, summons, service of process, legal transcripts or testimony, copies of any public records; alternative dispute resolution; interest; investigative services, medical examinations, autopsies, medical costs containment; declaratory judgment, subrogation and any other fees, costs, or

expenses reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or a loss under the policy(ies).

C. "Self-insured retention" means:

The amount or amounts which you or any insured must pay for all compensatory "damages" which you or any insured shall become legally obligated to pay because of "injury," or any other such coverage included in the policy, sustained by one or more persons.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MANDATORY ACCIDENT MEDICAL COVERAGE –
LIMITATION OF COVERAGE**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to “bodily injury” to anyone practicing for or participating in a sport or athletic contest, unless accident medical insurance is carried by or on behalf of the “participant,” and is in full force and effect at the time of any “occurrence” giving rise to a claim under this policy.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEDICAL PAYMENT DEDUCTIBLE

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Deductible \$

The following is added to **COVERAGE C MEDICAL PAYMENTS, 1. Insuring Agreement, b.:**

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

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The premiums on the policy are not subject to short rate cancellation. If the policy is canceled at your request, the earned premium shall not be less than seventy-five (75%) percent of the total premium.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM AND CANCELLATION CLAUSE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The minimum earned premium for this policy is 25% of the annual written premium, and such minimum earned premium is not subject to short rate or pro-rata adjustment in the event of cancellation by you. Cancellation for non-payment of premium shall be deemed cancellation of this policy by us. In such case, the terms of the minimum earned premium and cancellation clause apply.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOBILE EQUIPMENT COVERAGE – ANIMAL RACING

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Subparagraph (2) of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, h. Mobile Equipment** is deleted and replaced with the following:

- (2) Except with respect to animal racing at the named insured's premises, the use of "mobile equipment" in, or while in practice for, or while being prepared for, any pre-arranged racing, speed, demolition or stunting activity.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OFFICIATING ACTIVITIES – STATE HIGH SCHOOL ASSOCIATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance coverage shall apply only while the member is engaging in officiating activities during regularly scheduled sports or activities competition. That sport/activity must be recognized in that state by the member state high school association or by high schools that follow the guidelines of the member state associations. If a sport is recognized for either men or women in that state, the official will be covered for officiating both men and women.

Officiating activities include assigning, chain crew, and attending or operating officiating camps, clinics or meetings.

Coverage is excluded for officiating at the college or professional level.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PARTICIPANT LEGAL LIABILITY – ACCIDENT MEDICAL WARRANTY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Catastrophic Medical Insurance

Limits no less than: \$

Specified Athletic Activity:

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

- A. In order for “bodily injury” to “player participants,” hereafter referred to as “Participant Legal Liability” (PLL), coverage to be provided under this policy, Catastrophic Medical Insurance for the specified athletic activity and at no less than the limit shown in the Schedule must be in full force and effect at the time of the “occurrence” giving rise to a claim under this policy. Failure to maintain coverage on all “player participants” in the Specified Athletic Activity shown in the Schedule will fully void PLL coverage with respect to any “player participants.”
- B. For purposes of this endorsement, it is understood and Agreed that “player participant” means any player, cheerleader, or band member while practicing for or participating in a sport or athletic contest.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HORSE TRACKS – PARTICIPANT LEGAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

	Limits of Insurance
Each Occurrence	\$
Aggregate	\$
Deductible	\$

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

Insurance provided to you under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** includes coverage for “Participant Legal Liability.”

Unless otherwise shown on this Endorsement, the limits for “Participant Legal Liability” are included within the limits shown on the declarations page. If an aggregate limit is shown on this Endorsement, such aggregate is included within, and is not in addition to, any aggregate shown on the declarations page.

Unless otherwise shown on this Endorsement, any deductibles or self-insured retention shown elsewhere in the policy as applying to “bodily injury” and/or “property damage,” shall apply to “Participant Legal Liability.”

Coverage includes those sums which you become legally obligated to pay because of actions brought against you for “bodily injury” or “property damage” by a “participant” while practicing for or participating in any contest or exhibition of a horse racing or horse race training nature sponsored by you.

This insurance does not apply to claims or actions brought by one “participant” against another “participant.” However, this coverage remains in effect for you and/or any applicable Additional Insured who has been endorsed onto the policy.

The following definitions apply:

“Participant Legal Liability” is defined as those sums that the insured becomes legally obligated to pay because of actions brought against the insured for “bodily injury” or “property damage” to a “participant” while practicing for or participating in any horse racing or horse race training contest or exhibition.

The definition of “participant” under this coverage shall be as follows: “Participant” shall include jockeys, jockey valets, surrey drivers, steeple chase riders, officials’ stewards, exercise persons, hot walkers/stable hands, veterinarians, blacksmiths, farriers, tack equipment personnel, photographers, media personnel, and other persons who are allowed access and given program authorization to enter any “restricted area.” “Restricted area” shall mean and include those areas that are restricted to allow entry by only those identified as “participants” above, and to which access by the general public is restricted or prohibited.

Participant Legal Liability shall include minor and adult participants.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PARTICIPANT LEGAL LIABILITY – LIMITATION OF COVERAGE

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

	Limits of Insurance
Each Occurrence	\$
Aggregate	\$
Deductible	\$

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

Insurance provided to you under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** includes coverage for “Participant Legal Liability.” “Participant Legal Liability” is defined as those sums which the insured becomes legally obligated to pay because of actions brought against that insured for “bodily injury” to a “participant” while practicing for or participating in any contest or exhibition of an athletic or sports nature sponsored by you.

The Limits of Insurance with respect to “Participant Legal Liability” is included within the limits shown on the declarations page unless other limits are shown in the Schedule for each occurrence and in the aggregate for the policy period. Any limits listed here replace the limits of insurance shown on the declarations page. Under no circumstances will the aggregate limit for Participant Legal Liability exceed the aggregate limit shown on the Declarations.

It is also agreed that an each occurrence deductible as shown in the Schedule shall apply to all claims arising out of Participant Legal Liability. That deductible shall be in addition to any other applicable deductible amount shown in this policy. Our obligation under the Bodily Injury and Property Damage Liability section of the policy to pay damages on your behalf applies only to the amount stated above; the limits of Insurance applicable to each occurrence for such coverage shall not be reduced by the amount of such deductible. These limits are included in, and are not in addition to, the limits shown in the Declarations of this policy.

The definition of a “Participant” shall be as follows:

The term “Participant” shall include players/athletes, coaches, managers, staff members, team workers, volunteers, game officials, and other personnel who have been granted proper authorization to enter any restricted area.

The restricted area(s) shall include those areas which are occupied by players/athletes and to which access by the general public is restricted or prohibited during the course of practice and/or competition.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PARTICIPANT LEGAL LIABILITY – LIMITATION OF COVERAGE – INCLUDING PLAYER VS PLAYER EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

	Limits of Insurance
Each Occurrence	\$
Aggregate	\$
Deductible	\$

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

Insurance provided to you under **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** includes coverage for “Participant Legal Liability.” “Participant Legal Liability” is defined as those sums which the insured becomes legally obligated to pay because of actions brought against that insured for “bodily injury” to a “participant” while practicing for or participating in any contest or exhibition of an athletic or sports nature sponsored by you.

The Limits of Insurance with respect to “Participant Legal Liability” is included within the limits shown on the declarations page unless other limits are shown in the Schedule for each occurrence and in the aggregate for the policy period. Any limits listed here replace the limits of insurance shown on the declarations page. Under no circumstances will the aggregate limit for Participant Legal Liability exceed the aggregate limit shown on the Declarations.

It is also agreed that an each occurrence deductible as shown in the Schedule shall apply to all claims arising out of Participant Legal Liability. That deductible shall be in addition to any other applicable deductible amount shown in this policy. Our obligation under the Bodily Injury Liability Section to pay damages on your behalf applies only to the amount stated above; the limits of Insurance applicable to each occurrence for such coverage shall not be reduced by the amount of such deductible. These limits are included in, and are not in addition to, the limits shown in the Declarations of this policy.

The definition of a “Participant” shall be as follows:

The term “Participant” shall include players/athletes, coaches, managers, staff members, team workers, volunteers, game officials, and other personnel who have been granted proper authorization to enter any restricted area.

The restricted area(s) shall include those areas which are occupied by players/athletes and to which access by the general public is restricted or prohibited during the course of practice and/or competition.

The Insurance does not apply to and coverage is hereby excluded for:

Claims or actions brought by one player/athlete against another player/athlete. However, in the event of such a claim or action, coverage remains in effect for the First Named Insured and any other applicable insureds; however, coverage is specifically excluded for the player/athlete who is the object of such claim or action.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PARTICIPANT LEGAL LIABILITY – MOTORSPORTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

	Limits of Insurance
Each Occurrence	\$
Aggregate	\$
Deductible	\$

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

A. The following is added to SECTION I – COVERAGES:

SECTION I – PARTICIPANT LEGAL LIABILITY COVERAGE

1. Insuring Agreement

We will pay for “participant legal liability”.

Coverage includes those sums which you become legally obligated to pay because of actions brought against you for “bodily injury” or “property damage” by a “participant” while practicing for or participating in any motorsports contest or exhibition.

The amount we will pay is limited as described in **SECTION III – LIMITS OF INSURANCE**. No other obligation or liability to pay sums or perform acts or services is covered.

2. Exclusion

This insurance does not apply to claims or actions brought by one racing vehicle driver against another racing vehicle driver.

However, in the event of such a claim or action, coverage remains in effect for the First Named Insured and any other applicable insureds; however, coverage is specifically excluded for the racing vehicle driver who is the object of such claim or action.

B. For the purposes of this endorsement, the following are added to SECTION III – LIMITS OF INSURANCE:

1. Subject to Paragraph 2. of **SECTION III – LIMITS OF INSURANCE**, the Participant Legal Liability Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for “participant legal liability” because of all “bodily injury” and “property damage” arising out of one or more claims or “suits.”
2. Subject to 1. above, the Participant Legal Liability Each Claim or “Suit” Limit is the most we will pay for “participant legal liability” because of all “bodily injury” and “property damage” arising out of any one claim or “suit.”

C. Deductible

We will only pay for "participant legal liability" in excess of the deductible amount, if any, shown in the Schedule of this endorsement. The deductible applies separately to each claim or "suit." The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable, to affect settlement of any claim of "suit." Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

D. The following definitions are added to SECTION V – DEFINITIONS:

1. "Participant legal liability" means those sums that the insured becomes legally obligated to pay because of actions brought against the insured for "bodily injury" or "property damage" to a "participant" while practicing for or participating in any event sponsored by you.
2. "Participant" shall include racing vehicle drivers, auto owners, sponsors, mechanics, pit persons, actual officials of the "covered program" announcers, ambulance crew members, members of a tow truck or push car crew, photographers, media personnel, and other persons who are allowed access and given proper authorization to enter any "restricted area." Your employees are not "participants." "Participants" include minor and adult participants.
3. "Restricted area" shall mean and include those areas that are restricted to allow entry by only those identified as "participants," and to which access by the general public is restricted or prohibited.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PARTICIPANTS PROPERTY DAMAGE LEGAL EXPENSE

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule
Participant Property Damage Legal Expense Limit \$300,000

- A. We will pay ninety percent (90%) of the actual cost of claims investigation and legal defense for claims brought against the insured alleging "property damage" to a "competition vehicle" arising out of a "covered program." No other obligation or liability to pay sums or perform acts or services is covered. This insurance applies only when the "property damage" occurs during the policy period. The "property damage" must be caused by an "occurrence." The "occurrence" must take place in the "coverage territory." We will have the right and duty to defend any "suits" seeking those damages, but:
1. the amount we will pay for claims investigation and legal defense is limited as described in the Schedule above; and
 2. our right and duty to pay ninety percent (90%) of the cost of claims investigation and legal defense end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **COVERAGES A or B**, or payments under **COVERAGE C**.

Under this coverage part, the most we will pay for the covered costs of claims or "suits" arising out of all "occurrences" during a "covered program" is the amount shown in the Schedule above. This limit is included in, and is not in addition to, the limits shown in the Declarations of this policy.

B. **Exclusions** – This insurance does not apply to:

1. The cost of claim investigation and legal defense for claims brought against you alleging "property damage" to a "competition vehicle":
 - a. you own, rent or occupy;
 - b. loaned to or used by you; or,
 - c. in your care, custody, or control.
2. The costs of claim investigation and legal defense for claims brought against you alleging "property damage" to a "competition vehicle" for which you are obligated to pay damages by reason of assumption of liability in a contract or agreement.

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

1. "Competition vehicle" means any self-propelled, motor vehicle on the "premises" for the specific purpose of competing or performing in a "covered program."
2. "Covered program" means an event reported and accepted by us and for which a premium has been paid.
3. "Location" means the insured's premises.
4. "Premises" as designated in the Declarations means the "location" of the actual race course including buildings, structures thereon, and immediately adjoining parts of adjacent ways, including separate "locations" established officially for registration or technical inspection, and equipment necessary or incidental to the operation of the "covered program" insured hereunder.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Limits of Insurance

Each Occurrence: \$ 100,000

Aggregate: \$ 300,000

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

Solely with respect to premises owned, occupied, or rented to the insured, **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, f., (1)** shall be amended to read as follows:

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants, "other irritants, or contaminants into or upon land, the atmosphere, or any water course or body of water even if such "pollutant," irritant, or contaminant has a function in your business, operations, premises, site, or location; but this exclusion does not apply if such discharge, dispersal, seepage, migration, release, or escape is sudden and accidental and directly arises from a peril listed below:

- (a) "Hostile fire," lightning;
- (b) Windstorm or hail;
- (c) Explosion;
- (d) Aircraft, watercraft, and vehicle damage;
- (e) Riot, strikes, or civil commotion;
- (f) Vandalism and malicious mischief;
- (g) Falling objects;
- (h) Earthquake, volcanic eruption, and earth movement;
- (i) Tidal waves;
- (j) Chlorine or bromine emission;
- (k) Collision of conveyances with other vehicles or objects;
- (l) Collapse and vessel eruption;
- (m) Collision of load laden on conveyances; or
- (n) Dropping of load while "loading or unloading" conveyances.

However, this exclusion does not apply to:

- (1) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site, or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site, or location and such premises, site, or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (2) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor, or soot from equipment used to heat that building.
- (3) The sudden and accidental escape of fuels, lubricants, or oils from any ice resurfacing machine.

Provided always that you establish that all of the following conditions have been met:

1. The discharge, dispersal, seepage, migration, release, or escape was sudden and accidental, and was unintended and unexpected by you; and
2. The discharge, dispersal, seepage, migration, release or escape first commenced at a specific time and date during the policy period; and
3. The discharge, dispersal, seepage, migration, release, or escape became known to you within seventy-two (72) hours of its commencement; and
4. The discharge, dispersal, seepage, migration, release, or escape is reported to us in accordance with the notice requirements of the policy within fourteen (14) days after becoming known to you.

All discharges, dispersals, seepages, migrations, releases, or escapes reported to us during the policy period in accordance with Conditions 1-4 above arising out of the same general condition emanating from one location shall be considered a single discharge dispersal, seepage, migration, release, or escape.

The Limits of Insurance provided under this coverage shall be the per "occurrence" and aggregate limits shown in the Schedule. They apply for the policy period. These limits are included in, and are not in addition to, the limits shown in the Declarations of this policy.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL SPORTS – ALL TRAINERS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

General Aggregate Limit	\$
Products-Completed Operations Aggregate Limit	\$
Personal and Advertising Injury Limit	\$
Each Occurrence Limit	\$
Damage to Premises Rented to You (Any One Premises)	\$
Medical Expense Limit (Any One Person)	\$

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

The Limits of Insurance are included in, and are not in addition to the limits shown in the Declarations of the policy.

- A. **SECTION I – COVERAGES, A., 2. Exclusions, e.** does not apply to “bodily injury” caused by any individuals in their capacity as “trainers” unless that injury is covered by applicable workers’ compensation laws.
- B. **SECTION II – WHO IS AN INSURED, 2.a.** is amended to include as an insured those individuals who are working on your behalf as a “trainer,” while acting within the scope of their duties for you as such.
- C. **SECTION II – WHO IS AN INSURED, 2.a.(1)(a)** does not apply to any individuals while they are acting within the scope of their duties as “trainers.”
- D. **SECTION II – WHO IS AN INSURED, 2.a.(1)(d)** does not apply to any individuals while they are acting within the scope of their duties as “trainers.”
- E. If other valid and collectible insurance is available to you, your “trainer,” and/or any other insured, including any formal self-insured retention plan which covers a loss also covered by this endorsement, this insurance shall be in excess of, and shall not contribute with such other insurance. Nothing herein shall be construed to make this endorsement subject to the terms, conditions, and limitations of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance.**

Paragraphs A., B., C., and D. above apply only if the “trainer” maintains professional liability coverage with limits of not less than \$1,000,000 per occurrence or per claim. However, if such limits are not maintained at the time of the loss, paragraphs A., B., C., and D. will still apply:

1. If the certificate of insurance upon which the insured relied is later found to have been fraudulently issued, or
2. If the carrier providing the coverage becomes insolvent.

For the purpose of this endorsement, the following definition applies:

“Trainer” is defined as anyone who, under the direction, advice, and consent of a team physician, carries out the practice of injury prevention and/or physical rehabilitation of injuries.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL SPORTS – EMPLOYED TRAINERS COVERAGE

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

General Aggregate Limit	\$
Products-Completed Operations Aggregate Limit	\$
Personal and Advertising Injury Limit	\$
Each Occurrence Limit	\$
Damage to Premises Rented to You	\$
Medical Expense Limit	\$

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

The Limits of Insurance are included in, and are not in addition to the limits shown in the Declarations of the policy.

- A. **SECTION I – COVERAGES, A., 2. Exclusions, e.** does not apply to “bodily injury” caused by any “employees” in their capacity as “trainers” unless that injury is covered by applicable workers’ compensation laws.
- B. **SECTION II – WHO IS AN INSURED, 2.a.** is amended to include as an insured those “employees” who are working on your behalf as a “trainer,” while acting within the scope of their duties for you as such.
- C. **SECTION II – WHO IS AN INSURED, 2.a.(1)(a)** does not apply to any “employees” while they are acting within the scope of their duties as “trainers”.
- D. **SECTION II – WHO IS AN INSURED, 2.a.(1)(d)** does not apply to any “employees” while they are acting within the scope of their duties as “trainers.”
- E. If other valid and collectible insurance is available to you, your “trainer,” and/or any other insured, including any formal self-insured retention plan which covers a loss also covered by this endorsement, this insurance shall be in excess of, and shall not contribute with such other insurance. Nothing herein shall be construed to make this endorsement subject to the terms, conditions, and limitations of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance.**

Paragraphs A., B., C., and D. above apply only if the “trainer” maintains professional liability coverage with limits of not less than \$1,000,000 per occurrence or per claim. However, if such limits are not maintained at the time of the loss, paragraphs A., B., C., and D. will still apply:

1. If the certificate of insurance upon which the insured relied is later found to have been fraudulently issued, or
2. If the carrier providing the coverage becomes insolvent.

For the purpose of this endorsement, the following definition applies:

“Trainer” is defined as anyone who, under the direction, advice, and consent of a team physician, carries out the practice of injury prevention and/or physical rehabilitation of injuries.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY DAMAGE LIABILITY TO RACE ANIMALS COVERAGE

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Limits of Liability

Each Race Animal Limit	\$
Each Occurrence Limit	\$
Race Animal Aggregate Limit	\$
PD Per Claim Deductible	\$
Premium	\$

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

Coverage is provided for loss as a result of "property damage" or injury to race animals which are the property of others while on the insured's "premises" and for which the insured is found to be legally liable.

Our Limits of Liability (including cost to defend and expenses where allowed by law) shall not exceed the Limits of Liability shown in the above Schedule for loss arising out of any one "occurrence." These limits are included in and are not in addition to, the limits shown in the Declarations of this policy.

For the purpose of this endorsement, the following definitions apply:

"Covered program" means an event reported and accepted by us and for which a premium has been paid.

"Location" means the insured's "premises."

"Premises" as designated in the Declarations means the "location" of the actual race course including buildings, structures thereon, and immediately adjoining parts of adjacent ways, including separate "locations" established officially for registration or technical inspection, and equipment necessary or incidental to the operation of the "covered program" insured hereunder.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RACE OFFICIAL PROFESSIONAL LIABILITY COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES is amended to include **COVERAGE D – RACE OFFICIAL PROFESSIONAL LIABILITY COVERAGE**.

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of injury arising out of a "covered program." We will have the right and duty to defend the insured against any "suit" seeking those damages. However we will have no duty to defend the insured against any "suit" seeking damages for injury to which this insurance does not apply. We may at our discretion investigate any "wrongful act" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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 a "wrongful act" that takes place in the "coverage territory";
- (2) The injury occurs during the policy period; and
- (3) The injury arises out of your services as a "Race Official" during a "covered program."

2. Exclusions

This insurance does not apply to:

a. Criminal Acts

Injury arising out of a criminal act, including but not limited to sexual abuse or molestation or fraud, committed by or at the direction of the insured.

b. Contractual Liability

Liability 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.

c. Workers Compensation And Similar Laws

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

d. Employers' Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:

- (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

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

e. Auto

Injury arising out of the ownership, maintenance, use or entrustment to others of any "auto." Use includes operation and loading or unloading.

SECTION II – WHO IS AN INSURED is amended to include the following, but only with respect to **COVERAGE D – RACE OFFICIAL PROFESSIONAL LIABILITY COVERAGE:**

- 1. Any of your "executive officers," directors, employees, pit stewards, and officials while acting in the capacity as a "Race Official";
- 2. If an insured dies or is adjudged incompetent, this insurance will terminate for that insured. But the insured's legal representative will be an insured for any "wrongful act" previously committed and covered by this policy.

SECTION III – LIMITS OF INSURANCE, paragraphs **2.** and **5.** are amended to read as follows:

- 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under **Coverage C**;
 - b. Damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - c. Damages under **Coverage B**; and
 - d. Damages under **Coverage D**.
- 5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under **Coverage A**;
 - b. Medical expenses under **Coverage C**; and
 - c. Damages under **Coverage D**because of all "bodily injury" and "property damage" arising out of any one "occurrence".

SECTION III – LIMITS OF INSURANCE is amended to include the following:

8. Subject to Paragraph 5. above, the Race Official Professional Liability Limit of \$50,000 is the most we will pay for all damages because of all injury arising out of any one "covered program."

All related "wrongful acts" arising out of the providing of or failure to provide Race Official Professional Liability to any one person shall be considered one "wrongful act."

SECTION V – DEFINITIONS is amended to include the following:

1. "Covered program" means an event reported and accepted by us and for which a premium has been paid.
2. "Race Official" means any "Insured" performing "Race Official Services."
3. "Race Official Services" means the collection, distribution and verification of scoring documentation.
4. "Wrongful Act" means a negligent act, error, or omission in the provision of "Race Official Services."

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RACE TEAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. **SECTION I – COVERAGES, 2. Exclusions, h. Mobile Equipment** is deleted in its entirety and replaced by:

“Bodily injury” or “property damage” arising out of the transportation of “mobile equipment” by an “auto” owned or operated by or rented or loaned to any insured.

- B. The first paragraph under **SECTION V – DEFINITIONS, 12., f.** is amended to read as follows:

- f. Vehicles not described in **a., b., c.,** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo, including vehicles that are not licensed for public road use and are designed to participate in race events.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF EVENT(S)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Specified Event(s)

Event Date(s)

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

Coverage provided by this policy applies only to the event(s) listed in the above Schedule, and only for the specific date(s) or said event(s). In the event of complete and total postponement of any of the event(s) shown in the Schedule, from the specified event date(s), upon sufficient prior notification by you to us or our representative, such coverages as afforded by this policy, and for which premium has been received by us, shall be provided for said event(s) on a reassigned date, with no additional premium due.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SEXUAL ABUSE OR MOLESTATION COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

	Limits of Insurance
Each Occurrence	\$
Aggregate	\$

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

A. SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 1. Insuring Agreement is amended to include the following wording:

f. This insurance applies to “bodily injury” caused by a “sexual abuse occurrence.”

B. SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is amended to include the following:

“Bodily injury” by:

- (1) An additional insured, or any person or entity indemnified under any “insured contract”, if the “employee(s)”, agent(s), representative(s), or “volunteer worker(s)” of such additional insured or indemnified person or entity actually committed, or participated in any respect, in a “sexual abuse occurrence”; or
- (2) Any independent contractor, or the “employees” or agents of such independent contractor; or
- (3) Any person who participated in, directed, or knowingly allowed any “sexual abuse occurrence.”

However, this exclusion only applies to those individuals listed above over whom the insured has control.

C. SECTION II – WHO IS AN INSURED, 2., a., (1) is amended to include the following:

(e) By any person who has been found guilty of or pleaded guilty or *nolo contendere* to any criminal act involved in any “sexual abuse occurrence”.

D. SECTION III – LIMITS OF INSURANCE, 5. is deleted in its entirety and replaced with the following:

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

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C

because of all “bodily injury” and “property damage” arising out of any one “occurrence” or any one “sexual abuse occurrence”.

E. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include the following:

10. Whenever any officer, director, executive or administrative “employee” of the Named Insured shall acquire knowledge of any “sexual abuse occurrence” either attempted or committed by any other officer, director, “employee”, agent, representative, or “volunteer worker” of the Named Insured, the insurance provided under this policy for “bodily injury” caused by “sexual abuse occurrence(s)” shall not apply with respect to any subsequent “sexual abuse occurrence(s)” involving, arising out of, resulting from, or in any way related to, the acts or omissions of such officer, director, “employee” agent, representative or “volunteer worker”.

F. **SECTION V – DEFINITIONS, 3.** is deleted in its entirety and replaced with the following:

3. “Bodily injury” means bodily injury, mental anguish, shock, mental injury, humiliation, sickness, or disease sustained by a person, including death resulting from any bodily injury, sickness or disease at any time.

“Bodily injury” also includes mental anguish or emotional distress if such mental anguish or emotional distress:

- a. Directly results from physical contact during a “sexual abuse occurrence”; or
- b. Directly results from the claimant actually witnessing a “sexual abuse occurrence” whether or not there is physical contact between the claimant and the perpetrator(s).

G. **SECTION V – DEFINITIONS** is amended to include the following:

“Sexual abuse occurrence” means a single act, or multiple, continuous, sporadic or related acts of sexual molestation or abuse caused by one perpetrator, or by two or more perpetrators acting together. “Sexual abuse occurrence” includes “negligent employment” of any person accused of or involved in such sexual molestation or abuse. A “sexual abuse occurrence” must occur while the claimant is in the care, custody or control of:

- a. An insured; or
- b. A person or entity indemnified under an “insured contract” pursuant to which the Named Insured has legal responsibility for the person or entity.

All acts of “sexual abuse occurrence” by an actual or alleged perpetrator or perpetrators, including “negligent employment” of such perpetrator or perpetrators, shall be deemed and construed as one “occurrence” which takes place when the first act of sexual molestation or abuse occurs, regardless of the number of persons involved, or the number of incidents or locations involved, or the period of time during which the acts of sexual molestation or abuse took place.

No coverage is afforded under this policy if the first act of a “sexual abuse occurrence” took place outside this policy period.

“Negligent employment” means negligence, or alleged negligence, in the employment, investigation, supervision, training or retention in employment or volunteer status, of any person for whom the Named Insured is or was ever legally responsible and whose conduct or alleged conduct is within the definition of “sexual abuse occurrence.”

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPORTS EQUIPMENT IN INSURED'S CARE, CUSTODY OR CONTROL

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Limits of Insurance

Per Occurrence: \$

Aggregate: \$

Per Claim Deductible: \$

Subparagraph (4) of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage To Property** is deleted in its entirety and replaced with the following:

- (4) Personal property in the care, custody or control of the insured, except for sports equipment in the care, custody or control of the Insured, subject to the Limits of Insurance and Deductible noted in the above Schedule.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUDDEN AND ACCIDENTAL POLLUTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Subparagraph (1) (a) of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, f. Pollution** is amended to include the following:

- (iv) The sudden and accidental escape of fuels, lubricants, or oils from any ice resurfacing equipment or other motorized vehicle that has express permission of the insured to take part in a covered activity.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TENANT USERS LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Insurance provided hereunder does not apply to “bodily injury,” “personal and advertising injury,” or death to any person while rehearsing or practicing for, participating in, or traveling to or from any contest or exhibition of an athletic, dance, or sports nature.

Insurance provided hereunder does not apply to “personal and advertising injury” arising out of the development, pre-production, production, post-production, distribution, exploitation or exhibition of motion pictures, television programs, radio programs, documentary films, industrial films, commercial films, educational films, training films, stage plays, video cassettes, audio cassettes, music, musical recordings, sheet music, lyrics, scripts, manuscripts, books or other similar materials and properties.

Insurance provided hereunder does not apply to “bodily injury” or “property damage” arising out of animals.

Insurance provided hereunder does not apply to any claim for damages by any Named Insured against another Named Insured because of “bodily injury,” “property damage,” or “personal and advertising injury.”

Exclusion c. **Liquor Liability** of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is amended by deleting the last paragraph which states:

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages.

Insurance provided hereunder does not apply to any liability, claim, loss, costs, damage, or expense arising out of any activity, action, or non-action by any performer.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TENANT USERS LIABILITY INSURANCE PROTECTION EXCLUSION –
ALL HAZARDS IN CONNECTION WITH
DESIGNATED OPERATIONS OR PREMISES**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Specific Operations:

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

This insurance does not apply to “bodily injury” or “property damage” arising out of any operations connected with the following operation or “premises,” unless separately and specifically shown in the above Schedule:

Description of Operation or “Premises”:

Circuses and Carnivals
Mechanical Amusement Devices
Motorized Sporting Events
Tractor Truck Pulls
Aircraft and Balloon Events
Professional Sporting Activities
Pyrotechnical Uses
Rap and/or Heavy Metal Concerts
Swimming Pool Facilities or Events

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HAZARD SCHEDULE CLASS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage is provided hereunder for class I Events, and then only if the appropriate premium has been paid. **No coverage is provided for Class II Events without our prior approval.**

Class I

Antique Shows	Food Shows
Art Festivals / Shows	Graduations
Auctions	Job Fairs
Auto Shows	Lectures / Instruction / Seminars
Award Presentations	Luncheons
Ballets or other Classical Dance Shows	Meetings of Businesses or Social / Civic Organizations
Balls	Pageants
Banquets	Political Rallies
Bazaars	Proms
Beauty Pageants	R.V. Shows
Bingo Games	Reunions
Body Building Contests	School Bands
Business Meetings	Scouting Jamborees
Business Shows	Soap Box Derbies
Celebrations (Birthdays, Anniversaries) (as long as they don't include activities that would fall under Class II)	Speaking Engagements
Church Services & Meetings	Sporting Events – Not Otherwise Classified
Classical, Jazz, Cultural Music Concerts	State & County Festivals & Fairs (No Rides or Amusement Devices)
Consumer / Trade Shows	Symphony Concerts
Conventions	Teleconferences
Craft Shows	Telethons
Debates	Theatrical Stage Performances (Musicals, Plays and Operas)
Drill Team Exhibitions	Voter Registration / Voting Polls
Educational Exhibitions	Weddings & Wedding Receptions
Fashion Shows	
Flower Shows / Home & Garden Shows	

Class II

All events with mechanical amusement rides	Film Production
All events with wild animals	Fireworks
All events involving stunting with motorized Vehicles (e.g. Tractor Pulls)	Gun & Knife Shows
Aircraft and hot Air Balloon Events	Heads of State Events
Boxing, Wrestling, Hockey, Football, Martial Arts	Off-Premises Events
Gymnastics, Rugby, Track & Field, Bicycle Racing	Overnight Activities
Circuses and Carnivals	Motor Sports
Concerts – Rap, Hip Hop, Heavy Metal, Punk	Professional Sports
Events Greater than 7 Days in duration	Raves and Techno Dances
Events with more than 10,000 spectators per day	Rodeos and Rodeo-Related Events
	Anything not otherwise Classified

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WHO IS AN INSURED AMENDMENT – JOINT VENTURES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION II – WHO IS AN INSURED is amended by changing the last paragraph to read as follows:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations, except liability of joint ventures is included for Named Insured interest (only if Joint Venture is insured separately elsewhere). This insurance shall be excess of any other valid and collectible insurance issued to either the named insured or such joint ventures, partnerships or limited liability corporations except for insurance issued specifically as excess of this policy.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**MEDICAL PAYMENTS COVERAGE –
VOLUNTEERS, DIRECTORS, OFFICERS**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that the Medical Expense Limit, as shown on the Commercial General Liability Coverage Part Declarations, is amended to read as \$10,000 for Volunteer Workers only.

For purposes of this endorsement, the definition of Volunteer Workers shall also include Directors and Officers of the Named Insured.

All other terms and conditions remain unchanged.



COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy Number:	
Item 1.	BUSINESS DESCRIPTION:
Item 2.	LIMITS OF INSURANCE
	General Aggregate Limit (Other than Products/Completed Operations) Products-Completed Operations Aggregate Limit Personal and Advertising Injury Limit Each Occurrence Limit Damage To Premises Rented To You Limit (Any One Premises) Medical Expenses Limit (Any One Person)
Item 3.	RETROACTIVE DATE: (Enter Date or "None" if no Retroactive Date applies)
(Applies to claims-made coverage form CG 00 02 only.) Coverage does not apply to "bodily injury" or "property damage" that occurs, or to "personal and advertising injury" offenses committed, before the Retroactive Date.	
Item 4.	FORM OF BUSINESS AND LOCATION OF PREMISES
Form of Business:	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other: _____
Location of All Premises You Own, Rent or Occupy: See Schedule of Locations	
Item 5.	FORMS AND ENDORSEMENTS
Form(s) and Endorsement(s) made a part of this policy at time of issue: See Schedule of Forms and Endorsements	
Item 6.	PREMIUMS
	Coverage Part Premium Other Premium (if applicable) Total Premium
Item 7.	AUDIT PERIOD (if applicable): <input type="checkbox"/> Annually <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly

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



COMMERCIAL GENERAL LIABILITY COVERAGE SCHEDULE

Policy Number:	
Named Insured:	
Policy Period: From _____ to _____ 12:01 A.M., Standard Time	
Agent Name:	Agent No.

Location of Premises
Location of All Premises You Own, Rent or Occupy: See Commercial General Liability Declarations

Code No.	Premium Basis	Premises/Operations	
		Rate	Premium
Location	Exposure		
Classification:		Products/Completed Operations	
		Rate	Premium

Code No.	Premium Basis	Premises/Operations	
		Rate	Premium
Location	Exposure		
Classification:		Products/Completed Operations	
		Rate	Premium

Code No.	Premium Basis	Premises/Operations	
		Rate	Premium
Location	Exposure		
Classification:		Products/Completed Operations	
		Rate	Premium

Code No.	Premium Basis	Premises/Operations	
		Rate	Premium
Location	Exposure		
Classification:		Products/Completed Operations	
		Rate	Premium

Code No.	Premium Basis	Premises/Operations	
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		Rate	Premium
Location	Exposure		
Classification:		Products/Completed Operations	
		Rate	Premium

Code No.	Premium Basis	Premises/Operations	
		Rate	Premium
Location	Exposure		
Classification:		Products/Completed Operations	
		Rate	Premium

Code No.	Premium Basis	Premises/Operations	
		Rate	Premium
Location	Exposure		
Classification:		Products/Completed Operations	
		Rate	Premium

Code No.	Premium Basis	Premises/Operations	
		Rate	Premium
Location	Exposure		
Classification:		Products/Completed Operations	
		Rate	Premium

Code No.	Premium Basis	Premises/Operations	
		Rate	Premium
Location	Exposure		
Classification:		Products/Completed Operations	
		Rate	Premium

Code No.	Premium Basis	Premises/Operations	
		Rate	Premium
Location	Exposure		
Classification:		Products/Completed Operations	
		Rate	Premium

Code No.	Premium Basis	Premises/Operations	
		Rate	Premium
Location	Exposure		

Classification:		Products/Completed Operations	
		Rate	Premium

Code No.	Premium Basis	Premises/Operations	
		Rate	Premium
Location	Exposure		
Classification:		Products/Completed Operations	
		Rate	Premium

Code No.	Premium Basis	Premises/Operations	
		Rate	Premium
Location	Exposure		
Classification:		Products/Completed Operations	
		Rate	Premium

Code No.	Premium Basis	Premises/Operations	
		Rate	Premium
Location	Exposure		
Classification:		Products/Completed Operations	
		Rate	Premium

Code No.	Premium Basis	Premises/Operations	
		Rate	Premium
Location	Exposure		
Classification:		Products/Completed Operations	
		Rate	Premium

Code No.	Premium Basis	Premises/Operations	
		Rate	Premium
Location	Exposure		
Classification:		Products/Completed Operations	
		Rate	Premium

Code No.	Premium Basis	Premises/Operations	
		Rate	Premium
Location	Exposure		
Classification:		Products/Completed Operations	

	Rate	Premium
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COMMON POLICY DECLARATIONS

Policy Number:	
Renewal of:	
Axis Insurance Company 303 West Madison, Suite 500, Chicago, IL, 60606	
NAMED INSURED AND MAILING ADDRESS	AGENT NAME AND ADDRESS
AGENT NO.	
POLICY PERIOD FROM:	TO: AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.
BUSINESS DESCRIPTION:	
FORM OF BUSINESS:	
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Trust <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Other: _____	
IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.	
THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. WHERE NO PREMIUM IS SHOWN, THERE IS NO COVERAGE. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.	
COVERAGE PART(S)	PREMIUM
Commercial Property Coverage Part	
Commercial General Liability Coverage Part	
Commercial Crime Coverage Part	
Commercial Inland Marine Coverage Part	
Commercial Auto (Business or Truckers) Coverage Part	
Commercial Garage Coverage Part	
Terrorism Premium	
Tax or Surcharge	
TOTAL	
FORMS AND ENDORSEMENTS	
FORM(S) AND ENDORSEMENT(S) MADE A PART OF THE POLICY AT TIME OF ISSUE:	
SEE SCHEDULE OF FORMS AND ENDORSEMENTS	

Countersigned:

Date: _____ By: _____
Authorized Representative

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

Issued by:



LIQUOR LIABILITY COVERAGE PART DECLARATIONS

Policy Number:

Item 1. LIMITS OF INSURANCE

\$ Aggregate Limit
 \$ Each Common Cause

Item 2. RETROACTIVE DATE: (Enter Date or "None" if no Retroactive Date applies)

(Applies to CG 00 34 only.) Coverage does not apply to "injury" that occurs before the Retroactive Date, if any, shown above.

Item 3. BUSINESS DESCRIPTION AND LOCATION OF PREMISES

Form of Business: Individual Partnership Joint Venture Corporation
 Limited Liability Company Other: _____

Business Description:

Location of All Premises You Own, Rent or Occupy:
See Commercial General Liability Declarations

Item 4. FORMS AND ENDORSEMENTS

Form(s) and Endorsement(s) made a part of this policy at time of issue:
See Schedule of Forms and Endorsements

Item 5. CLASSIFICATION AND PREMIUM

Classification	Code No.	Premium Bases	Rate	Advance Premium
Restaurants, taverns, hotels, motels, including package sales	58161	\$	\$	\$

STATE TAX OR OTHER (if applicable): \$
TOTAL PREMIUM (SUBJECT TO AUDIT): \$

Item 6. AUDIT PERIOD (If Applicable): Annually Semi-Annually Quarterly Monthly

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



COMMERCIAL UMBRELLA LIABILITY DECLARATIONS

NAMED INSURED: _____	
MAILING ADDRESS: _____	
POLICY PERIOD: FROM _____ TO _____ AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	

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

LIMITS OF INSURANCE	
EACH OCCURRENCE LIMIT (LIABILITY COVERAGE)	\$ _____
PERSONAL & ADVERTISING INJURY LIMIT	\$ _____ Any one person or organization
AGGREGATE LIMIT (LIABILITY COVERAGE) (except with respect to "covered autos")	\$ _____
OTHER: _____	\$ _____
_____	\$ _____

DESCRIPTION OF BUSINESS	
FORM OF BUSINESS:	
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> PARTNERSHIP
<input type="checkbox"/> LIMITED LIABILITY COMPANY	<input type="checkbox"/> JOINT VENTURE
	<input type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)
BUSINESS DESCRIPTION: _____	

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

PREMIUM	
PREMIUM	\$ _____
STATE TAX OR OTHER (if applicable)	\$ _____
TOTAL	\$ _____
PREMIUM SHOWN IS PAYABLE:	AT INCEPTION \$ _____
AUDIT PERIOD (IF APPLICABLE)	<input type="checkbox"/> ANNUALLY <input type="checkbox"/> SEMI-ANNUALLY <input type="checkbox"/> QUARTERLY <input type="checkbox"/> MONTHLY

ENDORSEMENTS
ENDORSEMENTS ATTACHED TO THIS POLICY:

RETAINED LIMIT

1. SELF-INSURED RETENTION \$ _____

2. SCHEDULE OF UNDERLYING INSURANCE

Employers' Liability

Company: _____

Policy Number: _____

Policy Period: _____

Minimum Applicable Limits

Bodily injury by accident \$ _____ Each Accident

Bodily injury by disease \$ _____ Each Employee

Bodily injury by disease \$ _____ Policy Limit

OR \$ _____ Each Accident/Occurrence

Commercial General Liability Occurrence Claims-Made

Company: _____

Policy Number: _____

Policy Period: _____

Minimum Applicable Limits

General Aggregate \$ _____

Products-Completed Operations Aggregate \$ _____

Personal And Advertising Injury \$ _____

Each Occurrence \$ _____

Commercial Auto Liability

Company: _____

Policy Number: _____

Policy Period: _____

Minimum Applicable Limits

Combined Single Limit \$ _____

Other Coverages Occurrence Claims-Made

Company: _____

Policy Number: _____

Policy Period: _____

Minimum Applicable Limits

_____ \$ _____

_____ \$ _____

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

Countersigned:	By:
(Date)	(Authorized Representative)

SERFF Tracking Number: *PERR-125596466* *State:* *Arkansas*
Filing Company: *AXIS Insurance Company* *State Tracking Number:* *#101932 \$50*
Company Tracking Number: *AXIS-OL-AR-08-01-F*
TOI: *17.0 Other Liability - Claims Made/Occurrence* *Sub-TOI:* *17.0000 Other Liability Sub-TOI Combinations*
Product Name: *Sports and Entertainment Program*
Project Name/Number: *AXIS-OL-AR-08-01-F/AXIS-OL-AR-08-01-F*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PERR-125596466 State: Arkansas
Filing Company: AXIS Insurance Company State Tracking Number: #101932 \$50
Company Tracking Number: AXIS-OL-AR-08-01-F
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations
Product Name: Sports and Entertainment Program
Project Name/Number: AXIS-OL-AR-08-01-F/AXIS-OL-AR-08-01-F

Supporting Document Schedules

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

Comments:

Attachment:

2007 NAIC FFS +.pdf

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

Comments:

Attachments:

AXIS Sports & Entertainment CGL Program Filing EM - Forms Only.pdf
AIC P&K Filing Authorization Letter.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.)

1.	This filing transmittal is part of Company Tracking #		AXIS-OL-AR-08-01-F		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		N/A		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Commercial General Liability Section	ACORD 126 2007/05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
02	Commercial Insurance Application	ACORD 125 2007/05	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
03	Additional Insured-Athletic Trainers	AXIS 1002(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
04	Additional Insured-Certificate Holders	AXIS 1003(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
05	Additional Insured-Club Members	AXIS 1004(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
06	Additional Insured-Designated Person or Organization	AXIS 1005(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
07	Additional Insured-Designated Person or Organization-Written Contract or Agreement	AXIS 1006(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
08	Additional Insured-Financial/Fiduciary Interest or Political Subdivisions	AXIS 1007(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
09	Additional Insured-Lessor of Leased Equipment	AXIS 1008(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
10	Additional Insured-Managers or Lessors of Premises	AXIS 1009(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
11	Additional Insured-Sponsor-Limitation of Coverage	AXIS 1010(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
12	Additional Insured-Volunteer Workers	AXIS 1011(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
13	Aggregate Limit Per Club	AXIS 1012(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		

FORM FILING SCHEDULE (Continued)

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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
14	Aggregate Limit Per Event	AXIS 1013(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
15	Aggregate Limit Per Official	AXIS 1014(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
16	Amateur Sports Amendatory Endorsement	AXIS 1015(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
17	Amendatory Exclusion Endorsement- Miscellaneous Liability	AXIS 1016(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
18	Amusement Devices Exclusion	AXIS 1017(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
19	Amusement/Water Park Attraction Notification	AXIS 1018(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
20	Boat Race Endorsement	AXIS 1020(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
21	Care Custody and Control Coverage Endorsement	AXIS 1022(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
22	Changes in Other Insurance Condition (GL)	AXIS 1023(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
23	Changes in Other Insurance Condition (Liquor)	AXIS 1024(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
24	Changes in Other Insurance Condition- Excess	AXIS 1025(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
25	Changes-Aircraft, Auto or Watercraft Amendment	AXIS 1026(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
26	Changes-Insureds in Media and Internet Type Businesses	AXIS 1027(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		

FORM FILING SCHEDULE (Continued)

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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		N/A		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
27	Changes-Who Is An Insured	AXIS 1028(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
28	Child Care and Supervision Exclusion	AXIS 1029(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
29	Commercial General Liability Elite Endorsement	AXIS 1000(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
30	Communicable Disease Exclusion	AXIS 1030(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
31	Conditions/Stipulations-Ride Maintenance-Limitation of Coverage	AXIS 1031(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
32	Conditions/Stipulations-Waiver and Release-Limitation of Coverage	AXIS 1032(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
33	Construction Operations Limited Coverage	AXIS 1033(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
34	Contingent Coverage-Designated Activity, Service or Work	AXIS 1034(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
35	Contingent Coverage-Motor Sports, Rap/Hip Hop/Heavy Metal Concerts	AXIS 1035(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
36	Coverage Extension-Newly Acquired or Formed Organizations	AXIS 1036(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
37	Coverage for Non-Monetary Claims - Arkansas	AS 1037 AR (02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
38	Deductible Liability Insurance	AXIS 1038(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		

FORM FILING SCHEDULE (Continued)

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2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		N/A		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
39	Deletion of Property Damage Exclusion- Personal Property in the Insured's Care, Custody or Control	AXIS 1040(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
40	Drug Testing Liability- Limitation of Coverage	AXIS 1042(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
41	Earned Premium	AXIS 1043(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
42	Employee Definition Amendment-Rostered Players	AXIS 1047(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
43	Excess Liquor Liability	AXIS 1050(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
44	Exclusion of Aircraft Liability	AXIS 1051(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
45	Exclusion of Liability Insurance Afforded Under Another Policy	AXIS 1053(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
46	Exclusion-Administration of Drugs, Steroids or Performance Enhancers	AXIS 1054(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
47	Exclusion-All Hazards Except Athletic or Sports Participants	AXIS 1055(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
48	Exclusion-Animal	AXIS 1056(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
49	Exclusion-Assault or Battery	AXIS 1057(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
50	Exclusion-Cross Suits	AXIS 1058(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
51	Exclusion-Designated Activity, Service or Work	AXIS 1059(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		

FORM FILING SCHEDULE (Continued)

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1.	This filing transmittal is part of Company Tracking #		AXIS-OL-AR-08-01-F		
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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
52	Exclusion-Performer(s)	AXIS 1060(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
53	Exclusion-Punitive Damages	AXIS 1061(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
54	Extended Notice of Cancellation or Nonrenewal	AXIS 1063(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
55	Extension of Coverage-Auto Racing, and/or Non-Speed Annual Liability Insurance	AXIS 1064(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
56	Extension of Coverage-Auto Racing, and/or Non-Speed Event Liability Insurance	AXIS 1065(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
57	Free Agent Participant Coverage	AXIS 1066(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
58	General Liability Self-Funded Retention	AXIS 1068(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
59	General Liability Self-Insured Retention	AXIS 1069(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
60	Instructors, Coaches and Sports Officials-Broadened Coverage	AXIS 1072(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
61	Lack of Valid Waiver-Limitation of Coverage	AXIS 1073(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
62	Leased Facility's Property Damage Coverage	AXIS 1074(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
63	Limitation of Coverage-Emergency Medical Personnel Service Liability	AXIS 1076(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
64	Limited Broadcasting Coverage	AXIS 1078(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		

FORM FILING SCHEDULE (Continued)

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1.	This filing transmittal is part of Company Tracking #		AXIS-OL-AR-08-01-F		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		N/A		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
65	Limited Excess Fireworks Coverage	AXIS 1079(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
66	Limited Fireworks Coverage	AXIS 1080(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
67	Limited Professional Liability Coverage-Veterinarians	AXIS 1081(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
68	Liquor Liability Self-Funded Retention	AXIS 1082(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
69	Liquor Liability Self-Insured Retention	AXIS 1083(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
70	Mandatory Accident Medical Coverage-Limitation of Coverage	AXIS 1084(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
71	Medical Payment Deductible	AXIS 1085(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
72	Minimum Earned Premium	AXIS 1086(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
73	Minimum Earned Premium and Cancellation Clause	AXIS 1087(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
74	Mobile Equipment Coverage-Animal Racing	AXIS 1088(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
75	Officiating Activities-State High School Associations	AXIS 1090(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
76	Participant Legal Liability-Accident Medical Warranty	AXIS 1091(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
77	Horse Tracks - Participant Legal Liability	AXIS 1092(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		

FORM FILING SCHEDULE (Continued)

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1.	This filing transmittal is part of Company Tracking #		AXIS-OL-AR-08-01-F		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		N/A		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
78	Participant Legal Liability-Limitation of Coverage	AXIS 1093(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
79	Participant Legal Liability-Limitation of Coverage-Including Player vs Player Exclusion	AXIS 1094(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
80	Participant Legal Liability-Motorsports	AXIS1095(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
81	Participants Property Damage Legal Expense	AXIS 1096(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
82	Pollution Amendatory Endorsement	AXIS 1097(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
83	Professional Sports-All Trainers Coverage	AXIS 1098(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
84	Professional Sports-Employed Trainers Coverage	AXIS 1099(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
85	Property Damage Liability to Race Animals Coverage	AXIS 1100(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
86	Race Official Professional Liability Coverage Endorsement	AXIS 1101(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
87	Race Team	AXIS 1102(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
88	Schedule of Events	AXIS 1103(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
89	Sexual Abuse or Molestation Coverage	AXIS 1104(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
90	Sports Equipment in Insured's Care, Custody or Control	AXIS 1106(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		

FORM FILING SCHEDULE (Continued)

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3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement or Withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
91	Sudden and Accidental Pollution	AXIS 1107(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
92	Tenant Users Liability Endorsement	AXIS 1109(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
93	Tenant Users Liability Insurance Protection Exclusion-All Hazards in Connection With Designated Operations or Premises	AXIS 1110(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
94	Tenant Users-Hazard Schedule Class	AXIS 1111(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
95	Who Is An Insured Amendment-Joint Ventures	AXIS 1115(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
96	Medical Payments Coverage-Volunteers, Directors, Officers	AXIS 1116(02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
97	Commercial General Liability Coverage Part Declarations	CG DEC0001 02/08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
98	Commercial General Liability Coverage Schedule	CG SCH0001 02/08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
99	Common Policy Declarations	CO DEC0001 02/08	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
100	Liquor Liability Coverage Part Declarations	LI DEC0001 (02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
101	Commercial Umbrella Liability Declarations	UM DEC0001 (02/08)	<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input checked="" type="checkbox"/> Neither		
102			<input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn <input type="checkbox"/> Neither		

AXIS INSURANCE COMPANY
Commercial General Liability

Sports and Entertainment Program

Explanatory Memorandum

With this submission, AXIS Insurance Company files forms tailored for risks within the Sports and Entertainment Industry. These forms are designed to complement and supplement currently approved Insurance Services Office, Inc. (ISO) forms (previously filed on behalf of and/or adopted by the company).

AXIS intends to target four specific segments of the Sports and Entertainment industry: (1) Entertainment; (2) Motor Sports; (3) Professional Sports; and (4) Amateur Sports.

Each of these market segments consists of various sub-segments. For example, the Entertainment segment includes live performances, theme parks, family fun centers, fairs, festivals, parades, zoos, fitness, boating, gaming events, etc. The Motor Sports segment includes car racing and motorcycle racing. Professional Sports includes team and individual sports of various types – football, basketball, baseball, hockey, tennis, soccer, etc. The Amateur Sports segment includes the Olympics, Intercollegiate, Interscholastic, and Community Recreation team and individual sports of various types.

Within each of these Sports and Entertainment segments, various activities and facilities (e.g. - arenas, venues, playing fields, competitions, etc.) present unique risks and exposures requiring specialized coverages. The forms contained within this filing have been developed to enable AXIS to provide the specialized coverages needed by risks in these industry segments. The current ISO Commercial General Liability Coverage Form and Endorsements will form the coverage foundation for the program and the additional independent AXIS endorsements will enable tailoring of coverages to meet the individual and specialized needs of these unique risks. Certain of these endorsements are designed to provide coverage for special sporting or entertainment events, which often are brief or limited in nature with regard to length of exposure.



January 18, 2008

Re: AXIS Insurance Company
NAIC Number 3416-37273, FEIN 39-1338397

To Whom It May Concern:

Perr&Knight is hereby authorized to submit rate, rule, form filings on behalf of **AXIS Insurance Company**. 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 at the following address:

State Filings Department
Perr&Knight
881 Alma Real Drive, Suite 205
Pacific Palisades, CA 90272
Phone: (310) 230-9339
Fax: (310) 230-8529

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Dave Clark".

Dave Clark, CPCU, ARe
Vice President
Underwriting Compliance
Telephone: (678) 746-9423
Fax: (678) 746-9317
Email: Dave.Clark@axiscapital.com