

SERFF Tracking Number: GRTA-125809550 State: Arkansas
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 Company Tracking Number: PK-AR-0809-SLFF
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package
 Liability
 Product Name: PK-AR-0809-SLFF
 Project Name/Number: PK-AR-0809-SLFF/PK-AR-0809-SLFF

Filing at a Glance

Company: Great American Assurance Company

Product Name: PK-AR-0809-SLFF SERFF Tr Num: GRTA-125809550 State: Arkansas
 TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 05.0003 Commercial Package Co Tr Num: PK-AR-0809-SLFF State Status: Fees verified and received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins
 Author: Christie Mayes Disposition Date: 09/19/2008
 Date Submitted: 09/11/2008 Disposition Status: Approved

Effective Date Requested (New): 11/01/2008 Effective Date (New): 11/01/2008
 Effective Date Requested (Renewal): 11/01/2008 Effective Date (Renewal): 11/01/2008

State Filing Description:

General Information

Project Name: PK-AR-0809-SLFF
 Project Number: PK-AR-0809-SLFF

Status of Filing in Domicile: Pending
 Domicile Status Comments: Waiting for state approval.

Reference Organization:
 Reference Title:

Reference Number:
 Advisory Org. Circular:

Filing Status Changed: 09/19/2008

State Status Changed: 09/11/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Great American Assurance Company hereby files these previously approved forms amended to track with the CG 00 01 Commercial General Liability Coverage Form 12/07 edition for the Sports and Leisure Program. Additional forms included with this filing have editorial changes/corrections and amend the definition of Participant. These forms were previously approved under 4 separate filings: PK-SPT2, PK-SPRT, PK-CAMP, GL-MEDE.

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GAC 33 34 CG (12/07) Exclusion – Activities and Devices (replaces 07/03 edition)

Amends the description of Participant by adding physical exercise and game.

GAC 33 36 CG (12/07) Exclusion – Sports or Athletic Activities Participants (replaces 01/02 edition)

Amends the definition of participant by adding physical exercise, games, sports and athletic contests.

GAC 33 38 CG (12/07) Motorsports Racing Liability Insurance (replaces 07/03 edition)

Editorial formatting changes. Definition of Participant has been amended to clarify its definition. Section D. has been revised by adding Commercial General Liability to better reference section being amended.

GAC 33 40 CG (12/07) Legal Liability to Participants – Motorsports Racing (replaces 07/03 edition)

Editorial formatting changes. Section B. 2. a. has been amended to include exclusion q. to follow the ISO 2007 changes. Reference to the word Paragraph has been included before various designators. Definition of Participant has been amended to clarify its definition.

GAC 33 41 CG (12/07) Legal Liability to Participants (replaces 07/03 edition)

Editorial formatting changes. Section A. 2. has been revised by adding the word Exclusions to better reference the section being amended. Section B. 2. a. has been amended to include exclusion q. to follow the ISO 2007 changes. Reference to the word paragraph has been included before various designators.

GAC 33 43 CG (12/07) Medical Payments for Participants (replaces 04/07 edition)

Editorial formatting changes. Section B. 2. a. has been amended to include exclusion q. to follow the ISO 2007 changes. Reference to the word paragraph has been included before various designators. Section D. has been revised to track with the ISO 2007 changes to paragraph designator 4. b.(1)(a)(v) in lieu of 4. b.(1)(e).

GAC 33 44 CG (12/07) Medical Payments and Medical Expense Reimbursement for Participants (replaces 04/07 edition)

Editorial formatting changes. Section B. 1. b.(1) and B. 2. b.(1) have been amended to include exclusion q. to follow the ISO 2007 changes. Section B. 2. b.(1) has been revised to include exclusion i. War, which was our original intent.

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Reference to the word paragraph has been included before various designators. Section D. 3. has been revised to track with the ISO 2007 changes to paragraph designator 4. b.(1)(a)(v) in lieu of 4. b.(1)(e).

GAC 33 47 CG (12/07) Independent Club Event Liability (replaces 07/03 edition)

Editorial formatting changes. Definition of Participant has been amended to clarify its definition.

GAC 33 48 CG (12/07) Legal Liability to Participants – Independent Club Event Liability (replaces 07/03 edition)

Editorial formatting changes. Section B. 2. a. has been amended to include exclusion q. to follow the ISO 2007 changes. Section B. 2. d. has been revised to include the word Exclusions to better reference section being amended. Reference to the word paragraph has been included before various designators. Definition of Participant has been amended to clarify its definition.

GAC 33 57 CG (12/07) Additional Insured – Charitable Institutions, Unincorporated Associations or Non-Profit Associations (replaces 01/02 edition)

Revised paragraph designator to better reference section being amended. Now adds paragraph e. and f. in lieu of 1. and 2.

GAC 33 63 CG (12/07) Fireworks Scheduled Coverage (replaces 07/03 edition)

Section 2. a. has been revised to track with the ISO 2007 changes to paragraph designator 4. b.(1)(a)(v) in lieu of 4. b.(1)(e). Quotation marks have been added to the word fireworks to indicate that it is a defined word.

GAC 33 64 CG (12/07) Limited Fireworks Coverage (replaces 07/03 edition)

Section 2. a. has been revised to track with the ISO 2007 changes to paragraph designator 4. b.(1)(a)(v) in lieu of 4. b.(1)(e). Quotation marks have been added to the word fireworks to indicate that it is a defined word.

GAC 33 65 CG (12/07) Limited Amusement Device Coverage (replaces 01/02 edition)

Section 2. has been revised to track with the ISO 2007 changes to paragraph designator 4. b.(1)(a)(v) in lieu of 4. b.(1)(e). Quotation marks have been added to the word amusement devices to indicate that it is a defined word.

GAC 33 68 CG (12/07) Deletion – Co-Employee Exclusion (replaces 01/02 edition)

Editorial formatting changes. Endorsement has been amended to clarify our intent that exclusion does not apply if

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“bodily injury” to an “employee”.

GAC 33 69 CG (12/07) Amendment of Other Insurance Condition (replaces 04/07 edition)

Form has been revised to track with the ISO 2007 changes to paragraph designators.

GAC 33 77 CG (12/07) Owners and Sponsors Policy (replaces 07/03 edition)

Editorial formatting changes. Section A. 5. has been added to clarify that the exclusion applies to the use of carts, all terrain vehicles or scooters during a “covered program.”

The form is being amended to clarify our intent to add only “competition vehicles” as an exception to exclusion g. and h.

GAC 33 78 CG (12/07) Power Boat Racing Liability Insurance (replaces 07/03 edition)

Editorial formatting changes. Definition of Participant has been amended to clarify its definition.

GAC 33 79 CG (12/07) Member Liability Insurance (replaces 07/03 edition)

Editorial formatting changes. Definition of Participant has been amended to clarify its definition.

GAC 33 80 CG (12/07) Sledowners Liability Insurance (replaces 07/03 edition)

Editorial formatting changes. Definition of Participant has been amended to clarify its definition.

GAC 33 81 CG (12/07) Promoter Liability Insurance (replaces 07/03 edition)

Editorial formatting changes. Definition of Participant has been amended to clarify its definition.

GAC 33 91 CG (12/07) Broad Worldwide Coverage (replaces 07/03 edition)

Editorial formatting changes. Paragraph c. has been amended to include the word “other”. Reference to the word paragraph has been included before various designators.

GAC 35 41 CG (12/07) Owners and Sponsors Legal Liability to Participants (replaces 07/03 edition)

Editorial formatting changes. Section B. 2. a. has been amended to include exclusion q. to follow the ISO 2007 changes. Section B. 2. b. has been amended by including the word sub-contractor, it was our original intent. Section B. 2. e. has been amended by adding the word Exclusions to better reference the section being amended. Reference to the word paragraph has been included before various designators. Definition of Participant has been amended to clarify

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Editorial formatting changes. Title of this endorsement has been amended by removing the word Entertainment to follow the ISO 2007 changes. Section C. has been amended by removing the word Entertainment to follow the ISO 2007 changes.

GAC 35 77 CG (12/07) National Hot Rod Association Amendatory Endorsement (replaces 07/03 edition)
Correction to title of form to read Amendatory in lieu of Amendmentary.

GAC 35 81 CG (12/07) Limitation of Coverage – Insuring Agreements (replaces 07/03 edition)
Editorial revision to clarify what part of the Commercial General Liability Coverage Form is being amended.
GAC 35 95 CG (12/07) Limitation of Coverage Leased Facility Property Damage (replaces 07/03 edition)
Editorial revision to clarify what part of the Commercial General Liability Coverage Form is being amended.

GAC 36 01 CG (12/07) Commercial General Liability Broadened Coverage (replaces 04/07 edition)
Editorial formatting changes. Section E. has been amended to reference the correct paragraph being amended.
Section I. d. has been revised to track with the ISO 2007 changes to paragraph designator b.(1)(a)(ii) in lieu of (1)(b).
Reference to the word paragraph has been included before various designators.

GAI 32 18 Data Processing Coverage (replaces 01/87 edition)
Editorial correction to alphabetical order of paragraphs in Section II B. 2. on page 6 and 7.

Company and Contact

Filing Contact Information

Christie Mayes, Sr. Product Analyst cmayes@gaic.com
49 E Fourth St. Dts-4 (513) 412-3963 [Phone]
Cincinnati, OH 45202

Filing Company Information

Great American Assurance Company CoCode: 26344 State of Domicile: Ohio
580 Walnut Street Group Code: 84 Company Type: P&C
Cincinnati, OH 45202 Group Name: State ID Number:
(513) 369-5000 ext. [Phone] FEIN Number: 15-6020948

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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: Fal \$50 for each filing.
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Great American Assurance Company	\$50.00	09/11/2008	22423261

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	09/19/2008	09/19/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Llyweyia Rawlins	09/17/2008	09/17/2008	Christie Mayes	09/19/2008	09/19/2008

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Exclusion - Activities and Devices	Approved	Yes
Form	Exclusion - Sports or Athletic Activities Participants	Approved	Yes
Form	Motorsports Racing Liability Insurance	Approved	Yes
Form	Legal Liability to Participants - Motorsports Racing	Approved	Yes
Form	Legal Liability to Participants	Approved	Yes
Form	Medical Payments for Participants	Approved	Yes
Form	Medical Payments and Medical Expense Reimbursement for Participants	Approved	Yes
Form	Independent Club Event Liability	Approved	Yes
Form	Legal Liability to Participants - Independence Club Event Liability	Approved	Yes
Form	Additinoal Insured - Charitable Institutions, Unincorporated Associations or Non-Profit Associations	Approved	Yes
Form	Fireworks Scheduled Coverage	Approved	Yes
Form	Limited Fireworks Coverage	Approved	Yes
Form	Limited Amusement Device Coverage	Approved	Yes
Form	Deletion - Co-Employee Exclusion	Approved	Yes
Form	Amendment of Other Insurance Condition	Approved	Yes
Form	Owners and Sponsors Policy Motorsports/Racing Owners/Sponsors Liability	Approved	Yes
Form	Power Boat Racing	Approved	Yes
Form	Member Liability Insurance	Approved	Yes
Form	Sledowners Liability Insurance	Approved	Yes
Form	Promoter Liability Insurance	Approved	Yes
Form	Broad Worldwide Coverage	Approved	Yes
Form	Owners and Sponsors Legal Liability to Participants	Approved	Yes

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Form	Legal Liability to Participants - Power Boat Racing	Approved	Yes
Form	Legal Liability to Participants - Members Liability	Approved	Yes
Form	Legal Liability to Participants - Sledowners Liability	Approved	Yes
Form	Legal Liability to Participants - Promoter Liability	Approved	Yes
Form	Temporary Circuit - Property Exclusion	Approved	Yes
Form	Professional Liability Coverage for Sports or Fitness Activities	Approved	Yes
Form	Exclusion - Entertainment, Media & Internet Type Businesses	Approved	Yes
Form	National Hot Rod Association Amendatory Endorsement	Approved	Yes
Form	Limitation of Coverage - Insuring Agreements	Approved	Yes
Form	Limitation of Coverage Leased Facility Property Damage	Approved	Yes
Form	Commercial General Liability Broadening Coverage	Approved	Yes
Form	Data Processing Coverage	Approved	Yes
Form	ARKANSAS PROFESSIONAL LIABILITY COVERAGE FOR SPORTS OR FITNESS ACTIVITIES	Approved	Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 09/17/2008
Submitted Date 09/17/2008
Respond By Date 09/30/2008

Dear Christie Mayes,

Form: GAC 3565 Professional Liability Coverage for Sports (page 2 of 4)

This filing must be amended to comply with Bulletin 4-82 which requires punitive or exemplary damages to be defined. An acceptable definition would be "Those damages imposed to punish a wrongdoer and to deter others from similar conduct.

Please feel free to contact me if you have questions.

Sincerely,

Llyweyia Rawlins

Response Letter

Response Letter Status Submitted to State
Response Letter Date 09/19/2008
Submitted Date 09/19/2008

Dear Llyweyia Rawlins,

Comments:

Response 1

Comments: Please see the attached revise GAC 3565 CG AR 12/07.

Thanks,

Christie Mayes
Sr. Product Analyst

Changed Items:

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No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
ARKANSAS PROFESSIONAL LIABILITY COVERAGE FOR SPORTS OR FITNESS ACTIVITIES	GAC 3565 CG AR	12/07	Endorsement/Amendment/Conditions	New			GAC3565 CGAR_12-07_.pdf

No Rate/Rule Schedule items changed.

Sincerely,
Christie Mayes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Exclusion - Activities and Devices	GAC 33 34 CG	12/07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 GAC 33 34 CG (07/03) Previous Filing #:		GAC3334C G_12-07_final.pdf GAC3334C G_12-07_.pdf
Approved	Exclusion - Sports or Athletic Activities Participants	GAC 33 36 CG	12/07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 GAC 33 36 CG 01/02 Previous Filing #:		GAC3336C G_12-07_final.pdf GAC3336C G_12-07_.pdf
Approved	Motorsports Racing Liability Insurance	GAC 33 38 CG	12/07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 GAC 33 38 CG 07/03 Previous Filing #:		GAC3338C G_12-07_final.pdf GAC3338C G_12-07_.pdf
Approved	Legal Liability to Participants - Motorsports Racing	GAC 33 40 CG	12/07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 GAC 33 40 CG 07/03 Previous Filing #:		GAC3340C G_12-07_final.pdf GAC3340C G_12-07_.pdf
Approved	Legal Liability to Participants	GAC 33 41 CG	12/07	Endorsement/Amendment/Conditions	Replaced Form #:0.00 GAC 33 41 CG 07/03 Previous Filing #:		GAC3341C G_12-07_final.pdf GAC3341C G_12-07_.pdf
Approved	Medical Payments for	GAC 33 43 CG	12/07	Endorsement/Amendment	Replaced Form #:0.00 GAC 33 43 CG		GAC3343C G_12-

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Participants	ent/Condi ons	04/07	07_final.pdf
Approved Medical Payments and Medical Expense Reimbursement for Participants	Endorseme nt/Amendm ent/Condi ons	Replaced Form #:0.00 GAC 33 44 CG 04/07 Previous Filing #:	GAC3343C G_12- 07_.pdf
Approved Independent Club Event Liability	Endorseme nt/Amendm ent/Condi ons	Replaced Form #:0.00 GAC 33 47 CG 07/03 Previous Filing #:	GAC3344C G_12- 07_fianl.pdf GAC3344C G_12- 07_.pdf
Approved Legal Liability to Participants - Independence Club Event Liability	Endorseme nt/Amendm ent/Condi ons	Replaced Form #:0.00 GAC 33 47 CG 07/03 Previous Filing #:	GAC3347C G_12- 07_final.pdf GAC3347C G_12- 07_.pdf
Approved Additinoal Insured - Charitable Institutions, Unincorporated Associations or Non-Profit Associations	Endorseme nt/Amendm ent/Condi ons	Replaced Form #:0.00 GAC 33 57 CG 01/02 Previous Filing #:	GAC3348C G_12- 07_final.pdf GAC3348C G_12- 07_.pdf
Approved Fireworks Scheduled Coverage	Endorseme nt/Amendm ent/Condi ons	Replaced Form #:0.00 GAC 33 63 CG 07/03 Previous Filing #:	GAC3357C G_12- 07_final.pdf GAC3357C G_12- 07_.pdf
Approved Limited Fireworks	Endorseme nt/Amendm ent/Condi ons	Replaced Form #:0.00 GAC 33 63 CG 07/03 Previous Filing #:	GAC3363C G_12- 07_final.pdf GAC3363C G_12- 07_.pdf
Approved Limited Fireworks	Endorseme nt/Amendm ent/Condi ons	Replaced Form #:0.00	GAC3364C

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Approval	Coverage	Policy #	Effective Date	Endorsement/Amendment/Conditions	Replacement Form #	Replacement Form Description	Attachment
	Coverage	64 CG		nt/Amendment/Conditions	GAC 33 64 CG	07/03	G_12-07_final.pdf
					Previous Filing #:		GAC3364C G_12-07_.pdf
Approved	Deletion - Co-Employee Exclusion	GAC 33 68 CG	12/07	Endorsement/Amendment/Conditions	Replaced Form #:0.00	GAC 33 68 CG	GAC3368C G_12-07_final.pdf
					01/02	Previous Filing #:	GAC3368C G_12-07_.pdf
Approved	Amendment of Other Insurance Condition	GAC 33 69 CG	12/07	Endorsement/Amendment/Conditions	Replaced Form #:0.00	GAC 33 69 CG	GAC3369C G_12-07_final.pdf
					04/07	Previous Filing #:	GAC3369C G_12-07_.pdf
Approved	Owners and Sponsors Policy Motorsports/Racing Owners/Sponsors Liability	GAC 33 77 CG	12/07	Endorsement/Amendment/Conditions	Replaced Form #:0.00	GAC 33 77 CG	GAC3377C G_12-07_final.pdf
					07/03	Previous Filing #:	GAC3377C G_12-07_.pdf
Approved	Power Boat Racing	GAC 33 78 CG	12/07	Endorsement/Amendment/Conditions	Replaced Form #:0.00	GAC 33 78 CG	GAC3378C G_12-07_final.pdf
					07/03	Previous Filing #:	GAC3378C G_12-07_.pdf
Approved	Member Liability Insurance	GAC 33 79 CG	12/07	Endorsement/Amendment/Conditions	Replaced Form #:0.00	GAC 33 79 CG	GAC3379C G_12-07_final.pdf
					07/03	Previous Filing #:	GAC3379C G_12-07_.pdf
Approved	Sledowners Liability	GAC 33 80 CG	12/07	Endorsement/Amendment/Conditions	Replaced Form #:0.00	GAC 33 80 CG	GAC3380C G_12-

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	Insurance			ent/Condi tions	07/03	07_final.pdf
					Previous Filing #:	GAC3380C G_12- 07_.pdf
Approved	Promoter Liability Insurance	GAC 33 81 CG	12/07	Endorseme nt/Amendm ent/Condi tions	Replaced Form #:0.00 GAC 33 81 CG 07/03	GAC3381C G_12- 07_final.pdf
					Previous Filing #:	GAC3381C G_12- 07_.pdf
Approved	Broad Worldwide Coverage	GAC 33 91 CG	12/07	Endorseme nt/Amendm ent/Condi tions	Replaced Form #:0.00 GAC 33 91 CG 07/03	GAC3391C G_12- 07_final.pdf
					Previous Filing #:	GAC3391C G_12- 07_.pdf
Approved	Owners and Sponsors Legal Liability to Participants	GAC 35 41 CG	12/07	Endorseme nt/Amendm ent/Condi tions	Replaced Form #:0.00 GAC 35 41 CG 07/03	GAC3541C G_12- 07_final.pdf
					Previous Filing #:	GAC3541C G_12- 07_.pdf
Approved	Legal Liability to Participants - Power Boat Racing	GAC 35 42 CG	12/07	Endorseme nt/Amendm ent/Condi tions	Replaced Form #:0.00 GAC 35 42 CG 07/03	GAC3542C G_12- 07_final.pdf
					Previous Filing #:	GAC3542C G_12- 07_.pdf
Approved	Legal Liability to Participants - Members Liability	GAC 35 43 CG	12/07	Endorseme nt/Amendm ent/Condi tions	Replaced Form #:0.00 GAC 35 43 CG 07/03	GAC3543C G_12- 07_final.pdf
					Previous Filing #:	GAC3543C G_12- 07_1.pdf
Approved	Legal Liability to Participants - Sledowners	GAC 35 44 CG	12/07	Endorseme nt/Amendm ent/Condi tions	Replaced Form #:0.00 GAC 35 44 CG 07/03	GAC3544C G_12- 07_final.pdf

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Liability	ons	Previous Filing #:	GAC3544C
Approved Legal Liability to Participants - Promoter Liability	GAC 35 45 CG	12/07	Endorsement/Conditions Replaced Form #:0.00 GAC 35 45 CG 07/03 Previous Filing #: GAC3545C G_12-07_final.pdf
Approved Temporary Circuit - Property Exclusion	GAC 35 54 CG	12/07	Endorsement/Conditions Replaced Form #:0.00 GAC 35 54 CG 07/03 Previous Filing #: GAC3554C G_12-07_final.pdf
Approved Professional Liability Coverage for Sports or Fitness Activities	GAC 35 65 CG	12/07	Endorsement/Conditions Replaced Form #:0.00 GAC 35 65 CG 07/03 Previous Filing #: GAC3565C G_12-07_final.pdf
Approved Exclusion - Entertainment, Media & Internet Type Businesses	GAC 35 74 CG	12/07	Endorsement/Conditions Replaced Form #:0.00 GAC 35 74 CG 07/03 Previous Filing #: GAC3574C G_12-07_final.pdf
Approved National Hot Rod Association Amendatory Endorsement	GAC 35 77 CG	12/07	Endorsement/Conditions Replaced Form #:0.00 GAC 35 77 CG 07/03 Previous Filing #: GAC3577C G_12-07_final.pdf
Approved Limitation of Coverage - Insuring Agreements	GAC 35 81 CG	12/07	Endorsement/Conditions Replaced Form #:0.00 GAC 35 81 CG 07/03 Previous Filing #: GAC3381C

SERFF Tracking Number: GRTA-125809550 State: Arkansas
 Filing Company: Great American Assurance Company State Tracking Number: EFT \$50
 Company Tracking Number: PK-AR-0809-SLFF
 TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package
 Liability
 Product Name: PK-AR-0809-SLFF
 Project Name/Number: PK-AR-0809-SLFF/PK-AR-0809-SLFF

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Approved	Limitation of Coverage Leased Facility Property Damage	GAC 35 95 CG	12/07	Endorsement/Conditions Replaced	Replaced Form #:0.00 GAC 35 95 CG 07/03 Previous Filing #:		GAC3595C G_12-07_final.pdf GAC3595C G_12-07_.pdf
Approved	Commercial General Liability Broadening Coverage	GAC 36 01 CG	12/07	Endorsement/Conditions Replaced	Replaced Form #:0.00 GAC 36 01 CG 07/03 Previous Filing #:		GAC3601C G_12-07_final.pdf GAC3601C G_12-07_.pdf
Approved	Data Processing Coverage	GAI 32 18	12/07	Endorsement/Conditions Replaced	Replaced Form #:0.00 GAI 32 18 01/87 Previous Filing #:		GAI3218_12-07_final.pdf GAI3218_12-07_.pdf
Approved	ARKANSAS PROFESSIONAL LIABILITY COVERAGE FOR SPORTS OR FITNESS ACTIVITIES	GAC 3565 AR CG	12/07	Endorsement/Conditions New			GAC3565C GAR_12-07_.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ACTIVITIES AND DEVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Each exclusion when indicated by an X is added to the policy:

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

_____ Inverted Aerial Maneuver

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

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

_____ Amusement Device

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

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

_____ Bungee

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

_____ Grass Skiing

Arising out of grass skiing.

_____ Animals

Arising out of injury or death to any animal.

_____ Object Propelled

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

_____ “Participant”

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

_____ Rodeo

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

_____ Concert

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

_____ Performer

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

DEFINITION OF PARTICIPANT

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ACTIVITIES AND DEVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Each exclusion when indicated by an X is added to the policy:

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

_____ Inverted Aerial Maneuver

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

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

_____ Amusement Device

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

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

_____ Bungee

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

_____ Grass Skiing

Arising out of grass skiing.

_____ Animals

Arising out of injury or death to any animal.

_____ Object Propelled

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

_____ "Participant"

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

_____ Rodeo

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

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_____ Concert

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

_____ Performer

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

DEFINITION OF PARTICIPANT

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - SPORTS OR ATHLETIC ACTIVITIES
PARTICIPANTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

SCHEDULE

Description of Activities

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - SPORTS OR ATHLETIC ACTIVITIES PARTICIPANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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SCHEDULE

Description of Activities

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**MOTORSPORTS RACING LIABILITY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION I, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

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

Subparagraph **(d)(i)** does not apply to "bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "competition vehicles" and/or "official vehicles" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids or if such fuels, lubricants or other operating fluids are brought on or to the "premises", site or location with the intent that they be discharged, dispersed or released, as part of the operations being performed by such insured, contractor or subcontractor.

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

(6) "Competition vehicles" or "official vehicles" during a "covered program" while on "premises".

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

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

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

This insurance does not apply to:

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

This exclusion does not apply if:

1. You require each person to sign a release and waiver form previously

approved by us prior to the "covered program"; and

2. Your failure to obtain a valid and executed release and waiver was due to your inadvertent error, or misrepresentation or fraud by the person.

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

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

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

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

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

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

26. "Participant" means any person granted permission to enter the "restricted area" but only if:
 - a. The person has clearly defined duties directly allotted to them as respects a "covered program"; and
 - b. The person is within the "restricted area".

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

28. "Restricted Area" means any area requiring special authorization, credentials or permission

to enter and to which admission by the general public is restricted or prohibited.

D. CONDITIONS:

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

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

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

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

MOTORSPORTS RACING LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION I, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

- 1. The following is added to SECTION I - COVERAGES, Coverage A, 2. Exclusions, exclusion f.:

Subparagraph (d)(i) does not apply to "bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "competition vehicles" and/or "official vehicles" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids or if such fuels, lubricants or other operating fluids are brought on or to the "premises", site or location with the intent that they be discharged, dispersed or released, as part of the operations being performed by such insured, contractor or subcontractor.

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

(6) "Competition vehicles" or "official vehicles" during a "covered program" while on "premises".

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

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

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

This insurance does not apply to:

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

This exclusion does not apply if:

- 1. You require each person to sign a release and waiver form previously

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approved by us prior to the "covered program"; and

- 2. Your failure to obtain a valid and executed release and waiver was due to your inadvertent error, or misrepresentation or fraud by the person.

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

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

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

- 24. "Covered Program" means any event which:

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

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

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

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

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

- 27. "Premises" means:

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

- 28. "Restricted Area" means any area requiring special authorization, credentials or permission

to enter and to which admission by the general public is restricted or prohibited.

D. CONDITIONS:

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

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

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

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEGAL LIABILITY TO PARTICIPANTS - MOTORSPORTS RACING

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Exclusions

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

This insurance does not apply to:

“Bodily injury” to a “participant”.

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

This insurance does not apply to:

“Bodily injury” to a “participant”.

B. Insuring Agreement

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

COVERAGE D LIABILITY TO PARTICIPANTS

1. Insuring Agreement

- a. If, and only if, “Participant Accident Insurance” is carried by or on behalf of the “Participant” and is in effect at the time of any “occurrence” giving rise to a claim under this endorsement then, we will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury” to any “participant” during a “covered program”. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages for “bodily injury” to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” and settle any claim or “suit” that may result. But:

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

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

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

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

(2) The “bodily injury” occurs during the policy period.

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

2. Exclusions

This insurance does not apply to:

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

Subparagraph **(d)(i)** does not apply to “bodily injury” arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of “competition vehicles” or “official vehicles” or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the “bodily injury” arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids or if such fuels, lubricants or other operating fluids are brought on or to the “premises”, site or location with the intent that they be discharged, dispersed or released, as part of the operations being performed by such insured, contractor or subcontractor.

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

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

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

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

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

- f. “Bodily injury” to:

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

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

This exclusion does not apply if:

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

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

C. Limits of Insurance

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

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

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

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

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

d. Damages under Coverage **D**.

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

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

D. Definitions

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

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

ACCIDENTAL DEATH & DISMEMBERMENT _____

MEDICAL REIMBURSEMENT _____

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

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

E. Commercial General Liability Conditions

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

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

2. Further, the following conditions apply to coverage provided by this endorsement:

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

Subparagraph **(d)(i)** does not apply to "bodily injury" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "competition vehicles" or "official vehicles" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids or if such fuels, lubricants or other operating fluids are brought on or to the "premises", site or location with the intent that they be discharged, dispersed or released, as part of the operations being performed by such insured, contractor or subcontractor.

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

(6) "Competition vehicles" or "official vehicles" during a "covered program" while on "premises".

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

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

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

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f. "Bodily injury" to:

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

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This exclusion does not apply if:

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

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C. Limits of Insurance

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

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

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- 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**.

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

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

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D. Definitions

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

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- a. "Competition vehicle" means any self-propelled vehicle or land motor vehicle on the "premises" for the specific purpose of competing or performing in a "covered program".
- b. "Covered program" means any event which:
 - 1. Was specifically submitted to us as a scheduled event or activity at the inception of this policy; or
 - 2. Is usual and customary to your business activities and events; or
 - 3. Has been specifically endorsed to this Policy.

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

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

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ACCIDENTAL DEATH & DISMEMBERMENT

MEDICAL REIMBURSEMENT

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

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

E. Commercial General Liability Conditions

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

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEGAL LIABILITY TO PARTICIPANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Exclusions

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

This insurance does not apply to:

“Bodily injury” to a “participant”.

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

This insurance does not apply to:

“Bodily injury” to a “participant.”

B. Insuring Agreement

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

COVERAGE D LIABILITY TO PARTICIPANTS

1. Insuring Agreement

- a. We will pay those sums that the Insured becomes legally obligated to pay as damages because of “bodily injury” to any “participant” to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the Insured against any “suit” seeking damages for “bodily injury” to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” and settle any claim or “suit” that may result.

But:

- (1) The amount we will pay for damages is limited as described in Section **C** - Limits of Insurance in this endorsement: 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.
 - (3) No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for in this endorsement.
- b. This insurance applies to “bodily injury” only if:
 - (1) The “bodily injury” is caused by an “occurrence” that takes place in the “coverage territory”; and
 - (2) The “bodily injury” occurs during the policy period.
 - c. Damages because of “bodily injury” include damages claimed by any person or organization for care, loss of services or death resulting at any time from the “bodily injury.”

2. Exclusions

This insurance does not apply to:

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

C. Limits of Insurance

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

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**.
2. The following is added to **SECTION III - LIMITS OF INSURANCE**:
 8. Subject to Paragraph **2.** above, the Liability to "Participants" Limit shown in the Declarations is the most we will pay for the sum of all damages under Coverage **D** because of all "bodily injury" to "participants" arising out of any one "occurrence".

D. Conditions

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

E. Definitions

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

- a. "Participant" means:

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEGAL LIABILITY TO PARTICIPANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Exclusions

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

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This insurance does not apply to:

“Bodily injury” to a “participant”.

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

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This insurance does not apply to:

“Bodily injury” to a “participant.”

B. Insuring Agreement

The following is added to SECTION I – COVERAGES:

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COVERAGE D LIABILITY TO PARTICIPANTS

1. Insuring Agreement

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- a. We will pay those sums that the Insured becomes legally obligated to pay as damages because of “bodily injury” to any “participant” to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the Insured against any “suit” seeking damages for “bodily injury” to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” and settle any claim or “suit” that may result.

But:

- (1) The amount we will pay for damages is limited as described in Section C - Limits of Insurance in this endorsement: 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.
- (3) No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for in this endorsement.

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

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

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

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2. Exclusions

This insurance does not apply to:

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

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C. Limits of Insurance

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

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.

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

- 8. Subject to [Paragraph 2.](#) above, the Liability to "Participants" Limit shown in the Declarations is the most we will pay for the sum of all damages under Coverage D because of all "bodily injury" to "participants" arising out of any one "occurrence".

D. Conditions

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

E. Definitions

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

- a. "Participant" means:

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEDICAL PAYMENTS FOR PARTICIPANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Additional Exclusions

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

This insurance does not apply to:

“Bodily injury” to a “participant”.

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

This insurance does not apply to:

“Bodily injury” to a “participant”.

B. Additional Insuring Agreement

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

COVERAGE E - MEDICAL PAYMENTS FOR PARTICIPANTS

1. Insuring Agreement

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

- (1) The accident takes place in the “coverage territory” and during the policy period;
- (2) The expenses are incurred and reported to us within 104 weeks of the date of the accident; and
- (3) The injured “participant” submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

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

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

- a. This insurance does not apply to “bodily injury” that is excluded under **SECTION I – COVERAGES, COVERAGE A, 2. Exclusions a., b., c., d., e., f., g., h., i., o., and q.**
- b. This insurance does not apply to expenses for “bodily injury” that is excluded under **SECTION I – COVERAGES, COVERAGE C, 2. Exclusions a., b., c., d. and f.**

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C. Limits of Insurance

- 1. **SECTION III - LIMITS OF INSURANCE, Paragraph 2.** is replaced by the following:
- 2. The General Aggregate Limit shown in the Declarations is the most we will pay for the sum of:

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- a. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
- b. Damages under Coverage **B**;
- c. Medical expenses under Coverage **C**;
- d. Damages under Coverage **D**; and
- e. Medical expenses under Coverage **E**.

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

D. Conditions

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

(v) That is insurance which provides coverage for medical expenses

E. Definitions

For purposes of this endorsement only:

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

F. Deductible

Our obligation under Coverage **E** - Medical Payments for Participants to pay medical expenses on your behalf applies only to amount of expenses in excess of any deductible amount stated in the Declarations. The deductible amount will apply either on a per claim or a per occurrence basis, as indicated in the Declarations, and will apply as follows:

- 1. Per Claim Basis: If the deductible amount indicated in the Declarations is on a per claim basis, that deductible will apply to all medical expenses we pay to any one "participant" as the result of any one "occurrence".
- 2. Per Occurrence Basis: If the deductible amount indicated in the Declarations is on a per "occurrence" basis, that deductible will apply to all medical expenses we pay as the result of any one "occurrence"; regardless of the number of "participants" who sustain damages because of that "occurrence".

Covered medical expenses paid or payable under any other insurance policy or plan:
('X' applicable box below)

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

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

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b. Damages under Coverage **B**;

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

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d. Damages under Coverage **D**; and

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e. Medical expenses under Coverage **E**.

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

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D. Conditions

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

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(y) That is insurance which provides coverage for medical expenses

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E. Definitions

For purposes of this endorsement only:

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1. "Covered program" means any event which:

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

2. "Participant" means

F. Deductible

Our obligation under Coverage **E** - Medical Payments for Participants to pay medical expenses on your behalf applies only to amount of expenses in excess of any deductible amount stated in the Declarations. The deductible amount will apply either on a per claim or a per occurrence basis, as indicated in the Declarations, and will apply as follows:

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1. Per Claim Basis: If the deductible amount indicated in the Declarations is on a per claim basis, that deductible will apply to all medical expenses we pay to any one "participant" as the result of any one "occurrence".

2. Per Occurrence Basis: If the deductible amount indicated in the Declarations is on a per "occurrence" basis, that deductible will apply to all medical expenses we pay as the result of any one "occurrence"; regardless of the number of "participants" who sustain damages because of that "occurrence".

Covered medical expenses paid or payable under any other insurance policy or plan:
('X' applicable box below)

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEDICAL PAYMENTS AND MEDICAL EXPENSE REIMBURSEMENT FOR PARTICIPANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Additional Exclusions

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

This insurance does not apply to:

“Bodily injury” to a “participant”.

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

This insurance does not apply to:

“Bodily injury” to a “participant”.

B. Additional Insuring Agreements

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

1. COVERAGE E MEDICAL PAYMENTS FOR PARTICIPANTS

a. Insuring Agreement

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

- (a) The accident takes place in the “coverage territory” and during the policy period;
- (b) The expenses are incurred and reported to us within 104 weeks of the date of the accident; and
- (c) The injured “participant” submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

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

- (a) First aid administered at the time of an accident;
- (b) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (c) Necessary ambulance, hospital, professional nursing and funeral services.

b. Exclusions

- (1) This insurance does not apply to “bodily injury” that is excluded under **SECTION I – COVERAGES, COVERAGE A, 2. Exclusions a., b., c., d., e., f., g., h., i., o. and q.**
- (2) This insurance does not apply to expenses for “bodily injury” that is excluded under **SECTION I – COVERAGES, COVERAGE C, 2. Exclusions a., b., c., d. and f.**

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2. COVERAGE F MEDICAL EXPENSE REIMBURSEMENT FOR PARTICIPANTS

a. Insuring Agreement

- (1) We will reimburse you for medical expenses as described below that you pay for “sickness” which a “participant” first experiences or is exposed to during a “covered program” provided that:
 - (a) The party is exposed to the “sickness” or first experiences the “sickness” in the “coverage territory”;
 - (b) The medical expenses must be incurred by you and reported to us within 104 weeks of the first experience or exposure; and
 - (c) The “participant” submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- (2) We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (a) First aid;
 - (b) Necessary medical, surgical, and x-ray services; and
 - (c) Necessary ambulance, hospital, professional nursing and funeral services.

b. Exclusions

This insurance does not apply to “sickness”:

- (1) That is excluded under **SECTION I – COVERAGES, COVERAGE A, 2, Exclusions a., b., c., d., e., f., g., h., i., o. and q.**
- (2) That is excluded under **SECTION I - COVERAGES, COVERAGE C, 2. Exclusions. a., b., c., d. and f.**
- (3) Arising out of or relating to the “participant” being under the influence of alcohol, narcotics or other mind altering substance.
- (4) Arising out of or relating to assault and battery.

C. Limits of Insurance

1. **SECTION III - LIMITS OF INSURANCE, Paragraph 2.** is replaced by the following:
 2. The General Aggregate Limit shown in the Declarations is the most we will pay for the sum of:
 - a. Damages under Coverage **A**, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”;
 - b. Damages under Coverage **B**;
 - c. Medical expenses under Coverage **C**;
 - d. Damages under Coverage **D**;
 - e. Medical expenses under Coverage **E**; and
 - f. Medical expenses under Coverage **F**.
2. Subject to Paragraph **2.** above, the Medical Payments for “Participants” Limit shown in the Declarations is the most we will pay under Coverage **E** for all medical expenses because of “bodily injury” sustained by any one “participant”.
3. Subject to Paragraph **2.** above, the Medical Expense Reimbursement for “Participants” Limit shown in the Declarations is the most we will pay under Coverage **F** for all medical expenses because of “sickness” sustained by any one “participant”.
4. Subject to Paragraph **2.** above the Aggregate for Medical Expense Reimbursement Limit shown in the Declarations is the most we will pay under Coverage **F**.

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D. Conditions

1. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim or Suit**, Paragraph **d.** does not apply to medical expenses covered under this endorsement.
2. With respect to Coverage **F** only, the following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim or Suit**:
 - e. You must see to it that we are notified as soon as is practicable of any claim under Coverage **F** and such notice must include:
 - (1) How, when and where the "sickness" took place; and
 - (2) The name and address of the "participant" and any witnesses or other persons with knowledge.
 - f. Promptly assist us in obtaining any and all medical records, recorded statements and any other information that we request.
3. With respect to Coverage **E** and Coverage **F** only, the following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, b. Excess Insurance (1)(a)**:
 - (v) That is insurance which provides coverage for medical expenses

E. Definitions

1. For purposes of this endorsement only:
 - a. "Covered program" means any event which:
 - (1) Was specifically submitted to us as a scheduled event or activity at the inception of this policy; or
 - (2) Is usual and customary to your business activities and events; or
 - (3) Has been specifically endorsed to this policy.
 - b. "Participant" means
 - c. "Sickness" means any illness or disease.

F. Deductible

Our obligation under Coverage **E** Medical Payments for Participants to pay medical expenses on your behalf applies only to amount of expenses in excess of any deductible amount stated in the Declarations. The deductible amount will apply either on a per claim or a per occurrence basis, as indicated in the Declarations, and will apply as follows:

1. Per Claim Basis: If the deductible amount indicated in the Declarations is on a per claim basis, that deductible will apply to all medical expenses we pay to any one "participant" as the result of any one "occurrence".
2. Per Occurrence Basis: If the deductible amount indicated in the Declarations is on a per "occurrence" basis, that deductible will apply to all medical expenses we pay as the result of any one "occurrence"; regardless of the number of "participants" who sustain damages because of that "occurrence".

Covered medical expenses paid or payable under any other insurance policy or plan:
(‘X’ applicable box below)

will reduce the deductible amount; or

will not reduce the deductible amount.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEDICAL PAYMENTS AND MEDICAL EXPENSE REIMBURSEMENT FOR PARTICIPANTS

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

A. Additional Exclusions

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

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This insurance does not apply to:

“Bodily injury” to a “participant”.

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

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This insurance does not apply to:

“Bodily injury” to a “participant”.

B. Additional Insuring Agreements

The following is added to ~~SECTION I - COVERAGES:~~

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- 1. ~~COVERAGE E MEDICAL PAYMENTS FOR PARTICIPANTS,~~

a. Insuring Agreement

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

- (a) The accident takes place in the “coverage territory” and during the policy period;
- (b) The expenses are incurred and reported to us within 104 weeks of the date of the accident; and
- (c) The injured “participant” submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

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

- (a) First aid administered at the time of an accident;
- (b) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (c) Necessary ambulance, hospital, professional nursing and funeral services.

b. Exclusions

- (1) This insurance does not apply to “bodily injury” that is excluded under ~~SECTION I - COVERAGES, COVERAGE A, 2. Exclusions a., b., c., d., e., f., g., h., i., o. and g.~~

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

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2. **COVERAGE F, MEDICAL EXPENSE REIMBURSEMENT FOR PARTICIPANTS**

a. **Insuring Agreement**

- (1) We will reimburse you for medical expenses as described below that you pay for "sickness" which a "participant" first experiences or is exposed to during a "covered program" provided that:
 - (a) The party is exposed to the "sickness" or first experiences the "sickness" in the "coverage territory";
 - (b) The medical expenses must be incurred by you and reported to us within 104 weeks of the first experience or exposure; and
 - (c) The "participant" submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- (2) We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (a) First aid;
 - (b) Necessary medical, surgical, and x-ray services; and
 - (c) Necessary ambulance, hospital, professional nursing and funeral services.

b. **Exclusions**

This insurance does not apply to "sickness":

- (1) That is excluded under **SECTION I - COVERAGES, COVERAGE A, 2, Exclusions a, b, c, d, e, f, g, h, i, o, and q**;
- (2) That is excluded under **SECTION I - COVERAGES, COVERAGE C, 2, Exclusions a, b, c, d, and f**;
- (3) Arising out of or relating to the "participant" being under the influence of alcohol, narcotics or other mind altering substance.
- (4) Arising out of or relating to assault and battery.

C. **Limits of Insurance**

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

- 2. The General Aggregate Limit shown in the Declarations is the most we will pay for the sum of:
 - a. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - b. Damages under Coverage **B**;
 - c. Medical expenses under Coverage **C**;
 - d. Damages under Coverage **D**;
 - e. Medical expenses under Coverage **E**; and
 - f. Medical expenses under Coverage **F**.
- 3. Subject to **Paragraph 2**, above, the Medical Payments for "Participants" Limit shown in the Declarations is the most we will pay under Coverage **E** for all medical expenses because of "bodily injury" sustained by any one "participant".
- 4. Subject to **Paragraph 2**, above, the Medical Expense Reimbursement for "Participants" Limit shown in the Declarations is the most we will pay under Coverage **F** for all medical expenses because of "sickness" sustained by any one "participant".
- 5. Subject to **Paragraph 2**, above, the Aggregate for Medical Expense Reimbursement Limit shown in the Declarations is the most we will pay under Coverage **F**.

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D. Conditions

1. ~~SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim or Suit, Paragraph d.~~ does not apply to medical expenses covered under this endorsement.

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2. With respect to Coverage ~~F~~ only, the following is added to ~~SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:~~

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e. You must see to it that we are notified as soon as is practicable of any claim under Coverage ~~F~~ and such notice must include:

(1) How, when and where the "sickness" took place; and

(2) The name and address of the "participant" and any witnesses or other persons with knowledge.

f. Promptly assist us in obtaining any and all medical records, recorded statements and any other information that we request.

3. With respect to Coverage ~~E~~ and Coverage ~~F~~ only, the following is added to ~~SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, b. Excess Insurance (1)(a):~~

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(y) That is insurance which provides coverage for medical expenses

E. Definitions

1. For purposes of this endorsement only:

a. "Covered program" means any event which:

(1) Was specifically submitted to us as a scheduled event or activity at the inception of this policy; or

(2) Is usual and customary to your business activities and events; or

(3) Has been specifically endorsed to this policy.

b. "Participant" means

c. "Sickness" means any illness or disease.

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F. Deductible

Our obligation under Coverage ~~E~~ Medical Payments for Participants to pay medical expenses on your behalf applies only to amount of expenses in excess of any deductible amount stated in the Declarations. The deductible amount will apply either on a per claim or a per occurrence basis, as indicated in the Declarations, and will apply as follows:

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1. Per Claim Basis: If the deductible amount indicated in the Declarations is on a per claim basis, that deductible will apply to all medical expenses we pay to any one "participant" as the result of any one "occurrence".

2. Per Occurrence Basis: If the deductible amount indicated in the Declarations is on a per "occurrence" basis, that deductible will apply to all medical expenses we pay as the result of any one "occurrence"; regardless of the number of "participants" who sustain damages because of that "occurrence".

Covered medical expenses paid or payable under any other insurance policy or plan:
('X' applicable box below)

will reduce the deductible amount; or

will not reduce the deductible amount.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**INDEPENDENT CLUB EVENT LIABILITY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

(6) "Competition vehicles" or "official vehicles" during a "covered program" while on "premises".

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

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

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

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

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

This insurance does not apply to:

1. "Property damage" to:
- a. Property owned by, loaned to, leased to, rented to or used by any "participant" or your employee when in any "restricted area"; or

b. Any "auto", official vehicle" or "competition vehicle" when in any "restricted area".

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

3. "Bodily injury" to:

a. Any person injured in the "restricted area" from whom you have not previously obtained a valid release and waiver on a form approved by us; or

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

This exclusion does not apply if:

1. You require each person to sign a release and waiver form previously approved by us prior to the "covered program"; and

2. Your failure to obtain a valid and executed release and waiver was due to your inadvertent error, or misrepresentation or fraud by the person.

4. "Bodily injury" and "property damage" arising out of:

(a) Any four wheel drive events that take place off public roads:

(b) Performance or pro rally events:

(c) Racing competition events: or

(d) Events which involve wheel-to-wheel competition which involve more than one-car-at-a-time competing simultaneously on the same course.

- 5. "Bodily injury" or "property damage" which arises out of a "competitive event" unless we are notified of the event in advance and a premium has been paid.
- 6. "Bodily injury" to a participant.
- 7. "Bodily injury" or "property damage" that does not occur during a "covered program".

C. The following definitions are added to Section V - DEFINITIONS:

- 23. "Competition Vehicle" means any self-propelled vehicle, land motor vehicle or "watercraft" on the "premises" for the specific purpose of competing or performing in a "covered program".
- 24. "Competitive event" means supervised events such as gymkhanas, time/speed/distance rallies, autocrosses, slaloms, field trials, time trials and similar non-racing one-car-at-a-time events.
- 25. "Covered Program" means any event which:
 - a. Was specifically submitted to us as a scheduled event or activity at the inception of this policy; or
 - b. Is usual and customary to your business activities and events; or
 - c. Has been specifically endorsed to this Policy.

"Covered program" includes registration and technical inspection on or off the "premises".
- 26. "Official vehicle" means vehicles or "watercraft" on premises which are allowed access into the "restricted area". An "official vehicle" includes, but is not limited to, an ambulance, fire truck, tow truck, barge, boat, communication worker's car, physician's car, course or safety marshal's car or any other substitute vehicle.
- 27. "Participant" means any person granted permission to enter the "restricted area" but only if:
 - a. The person has clearly defined duties directly allotted to them as respects a "covered program"; and

- b. The person is within the "restricted area".

28. "Premises" means:

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

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

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

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

D. CONDITIONS:

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

1. The following are added to SECTION IV - CONDITIONS:

a. The following is added to SECTION IV – CONDITIONS, 2. b.:

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

INDEPENDENT CLUB EVENT LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

1. The following is added to exclusion g. under SECTION I - COVERAGES, Coverage A, 2. Exclusions:

(6) "Competition vehicles" or "official vehicles" during a "covered program" while on "premises".

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

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

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

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

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

This insurance does not apply to:

1. "Property damage" to:

a. Property owned by, loaned to, leased to, rented to or used by any "participant" or your employee when in any "restricted area"; or

b. Any "auto", official vehicle" or "competition vehicle" when in any "restricted area".

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

3. "Bodily injury" to:

a. Any person injured in the "restricted area" from whom you have not previously obtained a valid release and waiver on a form approved by us; or

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

This exclusion does not apply if:

1. You require each person to sign a release and waiver form previously approved by us prior to the "covered program"; and

2. Your failure to obtain a valid and executed release and waiver was due to your inadvertent error, or misrepresentation or fraud by the person.

4. "Bodily injury" and "property damage" arising out of:

(a) Any four-wheel drive events that take place off public roads:

(b) Performance or pro rally events:

(c) Racing competition events: or

(d) Events which involve wheel-to-wheel competition which involve more than one-car-at-a-time competing simultaneously on the same course.

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- 5. "Bodily injury" or "property damage" which arises out of a "competitive event" unless we are notified of the event in advance and a premium has been paid.
- 6. "Bodily injury" to a participant.
- 7. "Bodily injury" or "property damage" that does not occur during a "covered program".

C. The following definitions are added to Section V - DEFINITIONS:

- 23. "Competition Vehicle" means any self-propelled vehicle, land motor vehicle or "watercraft" on the "premises" for the specific purpose of competing or performing in a "covered program".
- 24. "Competitive event" means supervised events such as gymkhanas, time/speed/distance rallies, autocrosses, slaloms, field trials, time trials and similar non-racing one-car-at-a-time events.
- 25. "Covered Program" means any event which:
 - a. Was specifically submitted to us as a scheduled event or activity at the inception of this policy; or
 - b. Is usual and customary to your business activities and events; or
 - c. Has been specifically endorsed to this Policy.

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

- 26. "Official vehicle" means vehicles or "watercraft" on premises which are allowed access into the "restricted area". An "official vehicle" includes, but is not limited to, an ambulance, fire truck, tow truck, barge, boat, communication worker's car, physician's car, course or safety marshal's car or any other substitute vehicle.
- 27. "Participant" means any person granted permission to enter the "restricted area" but only if:
 - a. The person has clearly defined duties directly allotted to them as respects a "covered program"; and

- b. The person is within the "restricted area".

28. "Premises" means:

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

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

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

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

D. CONDITIONS:

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

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1. The following are added to SECTION IV - CONDITIONS:

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

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LEGAL LIABILITY TO PARTICIPANTS - INDEPENDENT CLUB
EVENT LIABILITY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Exclusions

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

This insurance does not apply to:

"Bodily injury" to a "participant".

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

This insurance does not apply to:

"Bodily injury" to a "participant".

B. Insuring Agreement

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

COVERAGE D LIABILITY TO PARTICIPANTS

1. Insuring Agreement

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

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

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

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

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

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

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

2. Exclusions

This insurance does not apply to:

- a. "Bodily injury" that is excluded under **SECTION I - COVERAGES, Coverage A, 2. Exclusions, Paragraphs a., b., c., d., e., f., g., h., i., o. and q.**
- b. The following is added to Exclusion **g** under **SECTION I - COVERAGES, Coverage A, 2. Exclusions**
 - (6) "Competition vehicles" or "official vehicles" during a "covered program" while on "premises".
- c. Paragraph **(2)** of Exclusion **h.** under **SECTION I - COVERAGES, Coverage A, 2. Exclusions** is deleted and replaced with the following:

The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity. This exclusion does not apply to "competition vehicles" or "official vehicles" during a "covered program" while on "premises".
- d. Exclusion **d.** under **SECTION I - COVERAGES, Coverage A, 2. Exclusions** is deleted and replaced with the following:

Any obligation of the insured under a workers' compensation, unemployment compensation or disability benefits law, or any similar law including, but not limited to, the United States Longshore and Harbor Workers' Act and the Jones Act.
- e. "Bodily injury" arising out of the use of the "premises" for any exhibition, event, or activity not a part of the "covered program".
- f. "Bodily injury" which involves the operation or use of any "watercraft" during non-racing periods. However, this exclusion does not apply to activities that are customary and usual in the "restricted area" and on the competition course.
- g. "Bodily injury" to:
 - (1) Any "participant" injured in a "restricted area" from whom you have not previously obtained a valid release and waiver on a form approved by us; or
 - (2) Any "participant" under the age of 18 years who is injured in a "restricted area" from whom you have not previously obtained a valid release and waiver signed by the minor person's parent or legal guardian, on a form approved by us.

This exclusion does not apply if:

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

C. Limits of Insurance

- 1. **SECTION III - LIMITS OF INSURANCE**, Paragraph 2. is replaced by the following:
 - 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical Expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - c. Damages under Coverage B; and
 - d. Damages under Coverage D.
- 2. The following is added to **SECTION III - LIMITS OF INSURANCE**:
 - 8. Subject to Paragraph 2. above, the Liability to Participants Limit shown in the Declarations is the most we will pay for the sum of all damages under Coverage D because of all "bodily injury" to "participants" arising out of any one "occurrence".

D. Definitions

- 1. The following are added to **SECTION V - DEFINITIONS**:
 - a. "Competition vehicle" means any self-propelled vehicle, land motor vehicle or watercraft on the "premises" for the specific purpose of competing or performing in a "covered program".
 - b. "Competitive event" means any non-racing one-car-at-a-time events, including, but not limited to, gymkhanas, time, speed, distance rallies, autocrosses, slaloms, field trials, time trials.
 - c. "Covered program" means any event which:
 - 1. Was specifically submitted to us as a scheduled event or activity at the inception of this policy; or
 - 2. Is usual and customary to your business activities and events; or
 - 3. Has been specifically endorsed to this Policy.
 "Covered program" includes registration and technical inspection on or off the "premises".
 - d. "Official vehicle" means vehicles or "watercraft" on "premises" which are allowed access into the "restricted area". An "official vehicle" includes, but is not limited to, an ambulance, fire truck, tow truck, barge, boat, communication worker's car, physician's car, course or safety marshal's car or any other substitute vehicle.
 - e. "Participant" means any person granted permission to enter the "restricted area" but only if:
 - 1. The person has clearly defined duties directly allotted to them as respects a "covered program"; and
 - 2. The person is within the "restricted area".
 - f. "Participant accident insurance" means insurance acceptable to us covering "participants" which contains minimum limits of:

ACCIDENTAL DEATH AND DISMEMBERMENT

MEDICAL REIMBURSEMENT

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

- g. "Premises" means:

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

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

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

E. Conditions

1. For the purposes of this endorsement, the following is added to **SECTION IV – CONDITIONS, 2. b.:**
 - (3) Immediately deliver to us the required release and waiver form dated and signed prior to the time of the "occurrence". With respect to minors, the release and waiver form must be signed by the minor person's parent or legal guardian.
2. Further, the following conditions apply to coverage provided by this endorsement:
 - a. You must utilize a release and waiver form that we approve prior to the "covered program".
 - b. You must maintain "participant accident insurance" if a limit is designated in the definition of "participant accident insurance".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LEGAL LIABILITY TO PARTICIPANTS - INDEPENDENT CLUB
EVENT LIABILITY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Exclusions

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

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This insurance does not apply to:

"Bodily injury" to a "participant".

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

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This insurance does not apply to:

"Bodily injury" to a "participant".

B. Insuring Agreement

The following is added to ~~SECTION I - COVERAGES:~~

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~~COVERAGE D LIABILITY TO PARTICIPANTS,~~

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1. Insuring Agreement

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

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

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

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

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

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

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

2. Exclusions

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This insurance does not apply to:

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

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

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(6) "Competition vehicles" or "official vehicles" during a "covered program" while on "premises".

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

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

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

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

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

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

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g. "Bodily injury" to:

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

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

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This exclusion does not apply if:

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

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

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h. "Bodily injury" arising out of:

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(1) Any four wheel drive events that take place off public roads;

(2) Performance or pro rally events;

(3) Racing competition events; or

(4) Events which involve wheel-to-wheel competition which involve more than one-car-at-a-time competing simultaneously on the same course.

i. "Bodily injury" which occurs during or arises out of a "competitive event" unless we are notified of the event in advance and a premium has been paid.

C. Limits of Insurance

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

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

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a. Medical Expenses under Coverage C;

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

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c. Damages under Coverage B; and

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d. Damages under Coverage D.

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

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

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D. Definitions

1. The following are added to SECTION V - DEFINITIONS:

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

b. "Competitive event" means any non-racing one-car-at-a-time events, including, but not limited to, gymkhanas, time, speed, distance rallies, autocrosses, slaloms, field trials, time trials.

c. "Covered program" means any event which:

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

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

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

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

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1. The person has clearly defined duties directly allotted to them as respects a "covered program"; and

2. The person is within the "restricted area".

f. "Participant accident insurance" means insurance acceptable to us covering "participants" which contains minimum limits of:

ACCIDENTAL DEATH AND DISMEMBERMENT

MEDICAL REIMBURSEMENT

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

g. "Premises" means:

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

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

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

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

E. Conditions

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

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

2. Further, the following conditions apply to coverage provided by this endorsement:

- a. You must utilize a release and waiver form that we approve prior to the "covered program".
- b. You must maintain "participant accident insurance" if a limit is designated in the definition of "participant accident insurance".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - CHARITABLE INSTITUTIONS, UNINCORPORATED ASSOCIATIONS OR NON-PROFIT ASSOCIATIONS

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section II - WHO IS AN INSURED paragraph 2. is amended to include as an insured:

- e. Your members but only with respect to their liability arising out of your activities or operations; or
- f. Your trustees or members of the board of governors while acting within the scope of their duties as such on your behalf.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - CHARITABLE INSTITUTIONS, UNINCORPORATED ASSOCIATIONS OR NON-PROFIT ASSOCIATIONS

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

Section II - WHO IS AN INSURED paragraph 2. is amended to include as an insured:

e. Your members but only with respect to their liability arising out of your activities or operations; or

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f. Your trustees or members of the board of governors while acting within the scope of their duties as such on your behalf.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIREWORKS SCHEDULED COVERAGE

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

- (1) The entity or person performing the “fireworks” has and maintains valid and collectible commercial general liability insurance that covers “fireworks” covered by this endorsement in the amount of at least \$1,000,000; and
- (2) You are named as an additional insured on all liability insurance issued to the entity or person performing the “fireworks”.

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

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

- 2. For purposes of this endorsement, the following are added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- a. The following is added to paragraph 4. **Other Insurance**, b. **Excess Insurance (1)(a)**:
 - (v) That is insurance that provides coverage for “fireworks” covered by this endorsement.

SCHEDULE

Event	Dates	Location
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIREWORKS SCHEDULED COVERAGE

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

- (1) The entity or person performing the "fireworks" has and maintains valid and collectible commercial general liability insurance that covers "fireworks" covered by this endorsement in the amount of at least \$1,000,000; and
- (2) You are named as an additional insured on all liability insurance issued to the entity or person performing the "fireworks".

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

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

- 2. For purposes of this endorsement, the following are added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- a. The following is added to paragraph **4. Other Insurance, b. Excess Insurance (1)(a)**:

(v) That is insurance that provides coverage for "fireworks" covered by this endorsement.

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SCHEDULE

Event	Dates	Location
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED FIREWORKS COVERAGE

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. As a condition precedent for coverage for “bodily injury”, “property damage” or “personal and advertising injury” arising out of “fireworks” you must first see to it that:
 - a. The entity or person performing the “fireworks” has and maintains valid and collectible commercial general liability insurance that covers fireworks covered by this endorsement in the amount of at least \$1,000,000; and
 - b. You are named as an additional insured on all liability insurance issued to the entity or person performing the “fireworks”.

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

- 1) The firing of an explosive commonly used to start or end an event; or
 - 2) Flashboxes, which are induced electronically in a cylinder with no projectile, wadding, or wrapping.
2. For purposes of this endorsement, the following are added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:
 - a. The following is added to paragraph 4. **Other Insurance**, **b. Excess Insurance (1)(a)**:
 - (v) That is insurance that provides coverage for “fireworks” covered by this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED FIREWORKS COVERAGE

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- 1. As a condition precedent for coverage for "bodily injury", "property damage" or "personal and advertising injury" arising out of "fireworks" you must first see to it that:
 - a. The entity or person performing the "fireworks" has and maintains valid and collectible commercial general liability insurance that covers fireworks covered by this endorsement in the amount of at least \$1,000,000; and
 - b. You are named as an additional insured on all liability insurance issued to the entity or person performing the "fireworks".

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

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

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

- a. The following is added to paragraph **4. Other Insurance, b. Excess Insurance (1)(a):**

(v) That is insurance that provides coverage for "fireworks" covered by this endorsement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED AMUSEMENT DEVICE COVERAGE

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

(v.) That is insurance which provides coverage for “amusement devices” you do not own, operate, or maintain.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED AMUSEMENT DEVICE COVERAGE

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELETION - CO-EMPLOYEE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION I - COVERAGES, COVERAGE A, 2. Exclusions, Paragraph **e. Employers Liability** does not apply if "bodily injury" to an "employee":

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DELETION - CO-EMPLOYEE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

~~SECTION I - COVERAGES, COVERAGE A, 2. Exclusions, Paragraph e. Employers Liability~~ does not apply if "bodily injury" to an "employee":

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

AMENDMENT OF OTHER INSURANCE CONDITION

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following replaces **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, b. Excess Insurance:**

b. Excess Insurance

- (1) This insurance is excess over:
 - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to exclusion **g.** of Section I — Coverage **A** — Bodily Injury And Property Damage Liability.
 - (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you qualify as an additional insured.
- (c) Any other primary insurance available to you for damages arising out of premises or operations, or the products and completed operations, for which any person or organization is obligated contractually to indemnify you.
- (2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

AMENDMENT OF OTHER INSURANCE CONDITION

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following replaces SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, b. Excess Insurance:

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to exclusion g. of Section I — Coverage A — Bodily Injury And Property Damage Liability.
(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and

completed operations, for which you qualify as an additional insured.

(c) Any other primary insurance available to you for damages arising out of premises or operations, or the products and completed operations, for which any person or organization is obligated contractually to indemnify you.

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

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

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OWNERS AND SPONSORS POLICY

MOTORSPORTS/RACING OWNERS/SPONSORS LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

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

Subparagraph **(d)(i)** does not apply to "bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "competition vehicle" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids or if such fuels, lubricants or other operating fluids are brought on or to the "premises", site or location with the intent that they be discharged, dispersed or released, as part of the operations being performed by such insured, contractor or subcontractor.

2. The following is added to exclusion **g.** under **SECTION I - COVERAGES, Coverage A, 2. Exclusions:**
 - (6)** "Competition vehicles" during a "covered program" while on "premises".
3. Paragraph **(2)** of Exclusion **h.** under **SECTION I - COVERAGES, Coverage A, 2. Exclusions** is deleted and replaced with the following:

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

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

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

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

(3) The use of carts, all terrain vehicles or scooters during a "covered program".

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

This insurance does not apply to:

1. "Property damage" to:
 - a.** Property owned by, loaned to, leased to, rented to or used by any "participant" or your employee when in any "restricted area"; or
 - b.** Any "auto" or "competition vehicle" when in any "restricted area".
2. "Bodily injury" or "property damage" arising out of the use of the "premises" for any exhibition, event, or activity not a part of the "covered program."

3. "Bodily injury" or property damage" arising out of any "occurrence" during any "watercraft" activities under power conducted during non-racing periods. This exclusion does not apply to normal safeguarded activities in the "restricted area" and on the competition course.
4. "Bodily injury" to any "participant".
5. "Bodily injury" or "property damage" that does not occur during a "covered program".

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

23. "Competition Vehicle" means any self-propelled vehicle, land motor vehicle or "watercraft" on the "premises" for the specific purpose of competing or performing in a "covered program".
24. "Covered program" means any event which:
 - a. Was specifically submitted to us as a scheduled event or activity at the inception of this policy; or
 - b. Is usual and customary to your business activities and events as a motorsports racing owner or sponsor; or
 - c. Has been specifically endorsed to this Policy.

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

25. "Participant" means any person granted permission to enter the "restricted area" but only if:
 - a. The person has clearly defined duties directly allotted to them as respects a "covered program"; and
 - b. The person is within the "restricted area".
26. "Premises" means:
 - a. The race course location;
 - b. Roads, buildings or structures adjacent to the race course location;
 - c. Official registration or inspection locations.

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

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OWNERS AND SPONSORS POLICY
MOTORSPORTS/RACING
OWNERS/SPONSORS LIABILITY

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

A. SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

1. The following is added to SECTION I - COVERAGES, Coverage A, 2. Exclusions, exclusion f:

Subparagraph (d)(i) does not apply to "bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "competition vehicle" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids or if such fuels, lubricants or other operating fluids are brought on or to the "premises", site or location with the intent that they be discharged, dispersed or released, as part of the operations being performed by such insured, contractor or subcontractor.

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

(6) "Competition vehicles" during a "covered program" while on "premises".

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

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

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

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

5. The following is added to exclusion h, under SECTION I - COVERAGES, Coverage A, 2. Exclusions:

(3) The use of carts, all terrain vehicles or scooters during a "covered program".

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

This insurance does not apply to:

1. "Property damage" to:

a. Property owned by, loaned to, leased to, rented to or used by any "participant" or your employee when in any "restricted area"; or

b. Any "auto" or "competition vehicle" when in any "restricted area".

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

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

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

5. "Bodily injury" or "property damage" that does not occur during a "covered program".

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

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

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

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

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

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

26. "Premises" means:

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

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

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

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

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

POWER BOAT RACING LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

(6) "Watercraft" or "official vehicles" during a "covered program" while on "premises".

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

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

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

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

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

This insurance does not apply to:

1. "Property damage" to:
- a. Property owned by, loaned to, leased to, rented to or used by any "participant" or your employee when in any "restricted area"; or

- b. Any "auto", "official vehicle" or "watercraft" when in any "restricted area".

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

This exclusion does not apply if:

1. You require each person to sign a release and waiver form previously approved by us prior to the "covered program"; and
2. Your failure to obtain a valid and executed release and waiver was due to your inadvertent error, or misrepresentation or fraud by the person.
5. "Bodily injury" to any "participant".
- C.** The following definitions are added to **Section V - DEFINITIONS:**

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

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

24. "Official vehicle" means vehicles or "watercraft" on premises which are allowed access into the "restricted area". An "official vehicle" includes, but is not limited to, an ambulance, fire truck, tow truck, barge, boat, communication worker's car, physician's car, course or safety marshal's car or any other substitute vehicle.
25. "Participant" means any person granted permission to enter the "restricted area" but only if:
- a. The person has clearly defined duties directly allotted to them as respects a "covered program"; and
 - b. The person is within the "restricted area".
26. "Premises" means the body of water limited to the distance from the course the event may be watched with the unaided eye from water level or while on board a "watercraft" including the appurtenant land adjacent to the course.
27. "Restricted Area" means any area requiring special authorization, credentials or permission to enter and to which admission by the general public is restricted or prohibited.
28. "Watercraft" means any boat or personal watercraft registered with the sanctioning body or association for the specific purpose of competing or performing in a "covered program" on the "premises".

D. CONDITIONS:

For purposes of this endorsement, all of the provisions within **SECTION IV - CONDITIONS** are incorporated herein by reference and apply

to this endorsement except to the extent any conditions below differ.

1. The following are added to SECTION IV - CONDITIONS:

a. The following is added to SECTION IV - CONDITIONS, 2. b.

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

POWER BOAT RACING LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

b. Any "auto", "official vehicle" or "watercraft" when in any "restricted area".

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1. The following is added to exclusion g. under SECTION I - COVERAGES, Coverage A, 2. Exclusions:

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

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(6) "Watercraft" or "official vehicles" during a "covered program" while on "premises".

3. "Bodily injury" or "property damage" arising out of any accident which occurs during any "watercraft" activities under power (competition, testing, tuning, etc.), conducted during non-racing periods, however, coverage is in effect for normal safeguarded activities in the "restricted area" and on the competition course.

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

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

4. "Bodily injury" to:

a. Any person injured in a "restricted area" from whom you have not previously obtained a valid release and waiver on a form approved by us; or

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

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

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

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This exclusion does not apply if:

1. You require each person to sign a release and waiver form previously approved by us prior to the "covered program"; and

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2. Your failure to obtain a valid and executed release and waiver was due to your inadvertent error, or misrepresentation or fraud by the person.

B. The following exclusions are added to SECTION I - COVERAGES A and C Exclusions:

This insurance does not apply to:

1. "Property damage" to:

a. Property owned by, loaned to, leased to, rented to or used by any "participant" or your employee when in any "restricted area"; or

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

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C. The following definitions are added to Section V - DEFINITIONS:

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23. "Covered Program" means any event which:

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

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

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

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

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

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

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

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

D. CONDITIONS:

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

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

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

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**MEMBER LIABILITY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION I, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

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

Subparagraph **(d)(i)** does not apply to "bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "competition vehicles" and/or "official vehicles" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids or if such fuels, lubricants or other operating fluids are brought on or to the "premises", site or location with the intent that they be discharged, dispersed or released, as part of the operations being performed by such insured, contractor or subcontractor.

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

(6) "Competition vehicles" or "official vehicles" during a "covered program" while on "premises".

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

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

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

This insurance does not apply to:

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

This exclusion does not apply if:

1. You require each person to sign a release and waiver form previously approved by us prior to the "covered program"; and

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

C. The following definitions are added to Section V -DEFINITIONS:

- 23. "Competition Vehicle" means any self-propelled or land motor vehicle on the "premises" for the specific purpose of competing or performing in a "covered program".
- 24. "Covered Program" means any event which:
 - a. Was specifically submitted to us as a scheduled event or activity at the inception of this policy; or
 - b. Is usual and customary to your business activities and events; or
 - c. Has been specifically endorsed to this Policy.

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

- 25. "Official vehicle" means any vehicle, other than a "competition vehicle", on "premises" that is allowed access into the "restricted area.
- 26. "Participant" means any person granted permission to enter the "restricted area" but only if:
 - a. The person has clearly defined duties directly allotted to them as respects a "covered program"; and
 - b. The person is within the "restricted area".

27. "Premises" means:

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

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

D. CONDITIONS:

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

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

a. The following is added to **SECTION IV – CONDITIONS, 2. b.**

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

MEMBER LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION I, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

- 1. The following is added to SECTION I - COVERAGES, Coverage A, 2. Exclusions, exclusion f:

Subparagraph (d)(i) does not apply to "bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "competition vehicles" and/or "official vehicles" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids or if such fuels, lubricants or other operating fluids are brought on or to the "premises", site or location with the intent that they be discharged, dispersed or released, as part of the operations being performed by such insured, contractor or subcontractor.

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

(6) "Competition vehicles" or "official vehicles" during a "covered program" while on "premises".

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

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

B. The following exclusions are added to SECTION I - COVERAGES A and C Exclusions:

This insurance does not apply to:

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

This exclusion does not apply if:

- 1. You require each person to sign a release and waiver form previously approved by us prior to the "covered program"; and

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

C. The following definitions are added to Section V -DEFINITIONS:

- 23. "Competition Vehicle" means any self-propelled or land motor vehicle on the "premises" for the specific purpose of competing or performing in a "covered program".
- 24. "Covered Program" means any event which:
 - a. Was specifically submitted to us as a scheduled event or activity at the inception of this policy; or
 - b. Is usual and customary to your business activities and events; or
 - c. Has been specifically endorsed to this Policy.

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

- 25. "Official vehicle" means any vehicle, other than a "competition vehicle", on "premises" that is allowed access into the "restricted area".
- 26. "Participant" means any person granted permission to enter the "restricted area" but only if:
 - a. The person has clearly defined duties directly allotted to them as respects a "covered program"; and
 - b. The person is within the "restricted area".
- 27. "Premises" means:

- a. The pull location;
 - b. Roads, buildings or structures adjacent to the pull location;
 - c. Official registration or inspection locations.
28. "Restricted Area" means any area requiring special authorization, credentials or permission to enter and to which admission by the general public is restricted or prohibited.

D. CONDITIONS:

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

1. The following are added to SECTION IV - CONDITIONS:

- a. The following is added to SECTION IV - CONDITIONS, 2. b.
 - (3) Immediately deliver to us the required release and waiver form dated and signed prior to the time of the "occurrence". With respect to minors, the release and waiver form must be signed by the minor person's parent or legal guardian.
- b. You must utilize a release and waiver form that we approve prior to the "covered program".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

SLEDOWNERS LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION I, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

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

Subparagraph **(d)(i)** does not apply to "bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "competition vehicles" and/or "official vehicles" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids or if such fuels, lubricants or other operating fluids are brought on or to the "premises", site or location with the intent that they be discharged, dispersed or released, as part of the operations being performed by such insured, contractor or subcontractor.

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

(6) "Competition vehicles" or "official vehicles" during a "covered program" while on "premises".

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

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

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

This insurance does not apply to:

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

This exclusion does not apply if:

1. You require each person to sign a release and waiver form previously approved by us prior to the "covered program"; and

2. Your failure to obtain a valid and executed release and waiver was due to your inadvertent error, or misrepresentation or fraud by the person.

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

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

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

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

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

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

24. "Covered Program" means any event which:

a. Was specifically submitted to us as a scheduled event or activity at the inception of this policy; or

b. Is usual and customary to your business activities and events; or

c. Has been specifically endorsed to this Policy.

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

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

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

a. The person has clearly defined duties directly allotted to them as respects a "covered program"; and

b. The person is within the "restricted area".

27. "Premises" means:

a. The pull location;

b. Roads, buildings or structures adjacent to the pull location;

c. Official registration or inspection locations.

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

D. **CONDITIONS**:

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

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

a. The following is added to **SECTION IV – CONDITIONS, 2. b.:**

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

SLEDOWNERS LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION I, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

- 1. The following is added to SECTION I - COVERAGES, Coverage A, 2. Exclusions, exclusion f:

Subparagraph (d)(i) does not apply to "bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "competition vehicles" and/or "official vehicles" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids or if such fuels, lubricants or other operating fluids are brought on or to the "premises", site or location with the intent that they be discharged, dispersed or released, as part of the operations being performed by such insured, contractor or subcontractor.

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

(6) "Competition vehicles" or "official vehicles" during a "covered program" while on "premises".

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

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

B. The following exclusions are added to SECTION I - COVERAGES A and C Exclusions:

This insurance does not apply to:

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

This exclusion does not apply if:

- 1. You require each person to sign a release and waiver form previously approved by us prior to the "covered program"; and

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2. Your failure to obtain a valid and executed release and waiver was due to your inadvertent error, or misrepresentation or fraud by the person.

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

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

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

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

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

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

24. "Covered Program" means any event which:

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

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

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

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

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

27. "Premises" means:

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

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

D. CONDITIONS:

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

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

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

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**PROMOTER LIABILITY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

Subparagraph **(d)(i)** does not apply to "bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "competition vehicles" and/or "official vehicles" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids or if such fuels, lubricants or other operating fluids are brought on or to the "premises", site or location with the intent that they be discharged, dispersed or released, as part of the operations being performed by such insured, contractor or subcontractor.

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

(6) "Competition vehicles" or "official vehicles" during a "covered program" while on "premises".

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

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

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

This insurance does not apply to:

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

This exclusion does not apply if:

1. You require each person to sign a release and waiver form previously approved by us prior to the "covered program"; and

2. Your failure to obtain a valid and executed release and waiver was due to your inadvertent error, or misrepresentation or fraud by the person.

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

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

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

C. The following definitions are added to Section V -DEFINITIONS:

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

24. "Covered Program" means any event which:

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

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

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

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

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

27. "Premises" means:

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

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

D. CONDITIONS:

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

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

- a. The following is added to **SECTION IV – CONDITIONS, 2. b.**

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PROMOTER LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

1. The following is added to SECTION I - COVERAGES, Coverage A, 2. Exclusions, exclusion f:

Subparagraph (d)(i) does not apply to "bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "competition vehicles" and/or "official vehicles" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids or if such fuels, lubricants or other operating fluids are brought on or to the "premises", site or location with the intent that they be discharged, dispersed or released, as part of the operations being performed by such insured, contractor or subcontractor.

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

(6) "Competition vehicles" or "official vehicles" during a "covered program" while on "premises".

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

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

B. The following exclusions are added to SECTION I - COVERAGES A and C Exclusions:

This insurance does not apply to:

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

This exclusion does not apply if:

- 1. You require each person to sign a release and waiver form previously approved by us prior to the "covered program"; and

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- 2. Your failure to obtain a valid and executed release and waiver was due to your inadvertent error, or misrepresentation or fraud by the person.
- 4. "Bodily injury" or "property damage" to any person:
 - a. who is a member of World Pulling International, Inc. or the National Tractor Pullers Association, Inc. or any other similar association or organization; or
 - b. who is a sledowner or crewmember of a sledowner.
- 5. "Bodily injury" to any "participant".

C. The following definitions are added to Section V -DEFINITIONS:

- 23. "Competition Vehicle" means any self-propelled or land motor vehicle on the "premises" for the specific purpose of competing or performing in a "covered program".
- 24. "Covered Program" means any event which:
 - a. Was specifically submitted to us as a scheduled event or activity at the inception of this policy; or
 - b. Is usual and customary to your business activities and events; or
 - c. Has been specifically endorsed to this Policy.

"Covered program" includes registration and technical inspection on or off the "premises".
- 25. "Official vehicle" means any vehicle, other than a "competition vehicle", on "premises" that is allowed access into the "restricted area".
- 26. "Participant" means any person granted permission to enter the "restricted area" but only if:

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

27. "Premises" means:

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

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

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D. CONDITIONS:

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

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1. The following are added to SECTION IV - CONDITIONS:

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a. The following is added to SECTION IV - CONDITIONS, 2. b.

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD WORLDWIDE COVERAGE

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION V - DEFINITIONS, Paragraph 4. "Coverage territory" is replaced by the following:

4. "Coverage Territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above; or
 - (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD WORLDWIDE COVERAGE

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION V - DEFINITIONS, Paragraph 4. "Coverage territory" is replaced by the following:

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4. "Coverage Territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OWNERS AND SPONSORS

LEGAL LIABILITY TO PARTICIPANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Exclusions

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

This insurance does not apply to:

"Bodily injury" to a "participant".

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

This insurance does not apply to:

"Bodily injury" to a "participant".

B. Insuring Agreement

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

COVERAGES D LIABILITY TO PARTICIPANTS

1. Insuring Agreement

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

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

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

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

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

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

2. Exclusions

This insurance does not apply to:

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

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

Subparagraph **(d)(i)** does not apply to "bodily injury" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "competition vehicle" or "official vehicle" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids or if such fuels, lubricants or other operating fluids are brought on or to the "premises", site or location with the intent that they be discharged, dispersed or released, as part of the operations being performed by such insured, contractor or sub-contractor.

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

(6) "Competition vehicles" or "official vehicles" during a "covered program" while on "premises".

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

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

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

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

- f. "Bodily injury" arising out of the use of the premises for any exhibition, event, or activity not a part of the "covered program".
- g. "Bodily injury" arising out of any "occurrence" during any watercraft activities under power conducted during non-racing periods. This exclusion does not apply to normal safeguarded activities in the "restricted area" and on the competition course.

C. Limits of Insurance

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

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**.

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

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

D. Definitions

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

- a. "Competition vehicle" means any self-propelled vehicle, land motor vehicle or watercraft on the "premises" for the specific purpose of competing or performing in a "covered program".
 - b. "Covered program" means any event which:
 - 1. Was specifically submitted to us as a scheduled event or activity at the inception of this policy; or
 - 2. Is usual and customary to your business activities and events as a motorsports racing owner or sponsor; or
 - 3. Has been specifically endorsed to this Policy."Covered program" includes registration and technical inspection on or off the "premises".
 - c. "Official vehicle" means vehicles on "premises" which are allowed access into the "restricted area". An "official vehicle" includes, but is not limited to, an ambulance, fire truck, tow truck, pacecar, communication worker's car, physician's car, boat, barge, course or safety marshal's car or any other substitute vehicle.
 - d. "Participant" means any person granted permission to enter the "restricted area" but only if:
 - 1) The person has clearly defined duties directly allotted to them as respects a "covered program"; and
 - 2) The person is within the "restricted area".
 - e. "Premises" means:
 - 1) The race course location;
 - 2) Roads, buildings or structures adjacent to the race course location;
 - 3) Official registration or inspection locations.Regarding watercraft events, "premises" means the area of water or property from which the event may be viewed with an unaided eye.
 - f. "Restricted Area" means any area requiring special authorization, credentials or permission to enter and to which admission of the general public is restricted or prohibited.
2. For the purposes of this endorsement, watercraft means any boat or personal watercraft registered with a sanctioning body or association for the specific purpose of competing or performing in a "covered program" on the premises.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OWNERS AND SPONSORS
LEGAL LIABILITY TO PARTICIPANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Exclusions

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

This insurance does not apply to:

"Bodily injury" to a "participant".

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

This insurance does not apply to:

"Bodily injury" to a "participant".

B. Insuring Agreement

The following is added to SECTION I - COVERAGES:

COVERAGE D LIABILITY TO PARTICIPANTS,

1. Insuring Agreement

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

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

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

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

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

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

2. Exclusions

This insurance does not apply to:

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

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

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Subparagraph **(d)(i)** does not apply to "bodily injury" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "competition vehicle" or "official vehicle" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids or if such fuels, lubricants or other operating fluids are brought on or to the "premises", site or location with the intent that they be discharged, dispersed or released, as part of the operations being performed by such insured, contractor or sub-contractor.

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

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(6) "Competition vehicles" or "official vehicles" during a "covered program" while on "premises".

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

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

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

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

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

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

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C. Limits of Insurance

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

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.

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

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

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D. Definitions

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

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

b. "Covered program" means any event which:

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

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

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

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

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

e. "Premises" means:

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

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

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEGAL LIABILITY TO PARTICIPANTS - POWER BOAT RACING

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Exclusions

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

This insurance does not apply to:

"Bodily injury" to a "participant".

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

This insurance does not apply to:

"Bodily injury" to a "participant".

B. Insuring Agreement

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

COVERAGE D LIABILITY TO PARTICIPANTS

1. Insuring Agreement

- a. If, and only if, "Participant Accident Insurance" is carried by or on behalf of the "Participant" and is in effect at the time of any "occurrence" giving rise to a claim under this endorsement then, we will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" to any "participant" during a "covered program". We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

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

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

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

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

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

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

2. Exclusions

This insurance does not apply to:

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

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

(6) "Watercraft" or "official vehicles" during a "covered program" while on "premises".

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

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

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

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

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

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

- g. "Bodily injury" to:

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

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

This exclusion does not apply if:

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

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

C. Limits of Insurance

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

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

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

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

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

d. Damages under Coverage **D**.

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

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

D. Definitions

1. The following are added to SECTION V - DEFINITIONS:

- a. "Covered program" means any event which:
 - 1. Was specifically submitted to us as a scheduled event or activity at the inception of this policy; or
 - 2. Is usual and customary to your business activities and events; or
 - 3. Has been specifically endorsed to this Policy."Covered program" includes registration and technical inspection on or off the "premises".
- b. "Official vehicle" means vehicles or watercraft on premises which are allowed access into the "restricted area". An "official vehicle" includes, but is not limited to, an ambulance, fire truck, tow truck, barge, boat, communication worker's car, physician's car, course or safety marshal's car or any other substitute vehicle.
- c. "Participant" means any person granted permission to enter the "restricted area" but only if:
 - 1. The person has clearly defined duties directly allotted to them as respects a "covered program"; and
 - 2. The person is within the "restricted area".
- d. "Participant accident insurance" means insurance acceptable to us covering "participants" which contains minimum limits of:

ACCIDENTAL DEATH & DISMEMBERMENT _____

MEDICAL REIMBURSEMENT

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

- e. "Premises" means the body of water limited to the distance from the course the event may be watched with the unaided eye from water level or while on board a "watercraft" including the appurtenant land adjacent to the course.
- f. "Restricted Area" means any area requiring special authorization, credentials or permission to enter and to which admission of the general public is restricted or prohibited. As relates to "watercraft" events, "restricted area" includes areas within 100 feet measured outward from the outside course buoys.
- g. For the purposes of this endorsement, "watercraft" means any boat or personal watercraft registered with a sanctioning body or association for the specific purpose of competing or performing in a "covered program" on the "premises".

E. Conditions

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEGAL LIABILITY TO PARTICIPANTS - POWER BOAT RACING

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Exclusions

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

This insurance does not apply to:

"Bodily injury" to a "participant".

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

This insurance does not apply to:

"Bodily injury" to a "participant".

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B. Insuring Agreement

The following is added to SECTION I - COVERAGES:

COVERAGE D LIABILITY TO PARTICIPANTS

1. Insuring Agreement

a. If, and only if, "Participant Accident Insurance" is carried by or on behalf of the "Participant" and is in effect at the time of any "occurrence" giving rise to a claim under this endorsement then, we will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" to any "participant" during a "covered program". We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

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

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

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

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

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

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

2. Exclusions

This insurance does not apply to:

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

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b. The following is added to Exclusion ~~g.~~ under ~~SECTION I - COVERAGES, Coverage A, 2. Exclusions~~

(6) "Watercraft" or "official vehicles" during a "covered program" while on "premises".

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

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

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

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

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

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

g. "Bodily injury" to:

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

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

This exclusion does not apply if:

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

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

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C. Limits of Insurance

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

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

a. Medical Expenses under Coverage C;

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

c. Damages under Coverage B; and

d. Damages under Coverage D.

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

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

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D. Definitions

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

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

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

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

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

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

- d. "Participant accident insurance" means insurance acceptable to us covering "participants" which contains minimum limits of:

ACCIDENTAL DEATH & DISMEMBERMENT

MEDICAL REIMBURSEMENT

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

- e. "Premises" means the body of water limited to the distance from the course the event may be watched with the unaided eye from water level or while on board a "watercraft" including the appurtenant land adjacent to the course.
- f. "Restricted Area" means any area requiring special authorization, credentials or permission to enter and to which admission of the general public is restricted or prohibited. As relates to "watercraft" events, "restricted area" includes areas within 100 feet measured outward from the outside course buoys.
- g. For the purposes of this endorsement, "watercraft" means any boat or personal watercraft registered with a sanctioning body or association for the specific purpose of competing or performing in a "covered program" on the "premises".

E. Conditions

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

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

2. Further, the following conditions apply to coverage provided by this endorsement:

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEGAL LIABILITY TO PARTICIPANTS - MEMBER LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Exclusions

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

This insurance does not apply to:

"Bodily injury" to a "participant".

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

This insurance does not apply to:

"Bodily injury" to a "participant".

B. Insuring Agreement

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

COVERAGE D LIABILITY TO PARTICIPANTS

1. Insuring Agreement

- a. If, and only if, "Participant Accident Insurance" is carried by or on behalf of the "Participant" and is in effect at the time of any "occurrence" giving rise to a claim under this endorsement then, we will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" to any "participant" during a "covered program". We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

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

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

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

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

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

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

2. Exclusions

This insurance does not apply to:

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

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

Subparagraph **(d)(i)** does not apply to "bodily injury" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "competition vehicle" or "official vehicle" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids or if such fuels, lubricants or other operating fluids are brought on or to the "premises", site or location with the intent that they be discharged, dispersed or released, as part of the operations being performed by such insured, contractor or subcontractor.

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

(6) "Competition vehicles" or "official vehicles" during a "covered program" while on "premises"

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

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

- e. "Bodily injury" arising out of the use of the premises for any exhibition, event, or activity not a part of the "covered program".
- f. "Bodily injury" to:
- (1)** Any "participant" injured in a "restricted area" from whom you have not previously obtained a valid release and waiver on a form approved by us; or
 - (2)** Any "participant" under the age of 18 years who is injured in a "restricted area" from whom you have not previously obtained a valid release and waiver signed by the minor person's parent or legal guardian, on a form approved by us.

This exclusion does not apply if:

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

- g. "Bodily injury" to any person:

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

C. Limits of Insurance

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

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

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

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

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

D. Definitions

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

- a. "Competition vehicle" means any self-propelled vehicle or land motor vehicle on the "premises" for the specific purpose of competing or performing in a "covered program".
- b. "Covered program" means any event which:
1. Was specifically submitted to us as a scheduled event or activity at the inception of this policy; or
 2. Is usual and customary to your business activities and events; or
 3. Has been specifically endorsed to this Policy.

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

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

ACCIDENTAL DEATH AND DISMEMBERMENT _____

MEDICAL REIMBURSEMENT _____

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

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

E. Conditions

1. For the purposes of this endorsement, the following is added to **SECTION IV - CONDITIONS** Paragraph 2. b.:
- (3) Immediately deliver to us the required release and waiver form dated and signed prior to the time of the "occurrence". With respect to minors, the release and waiver form must be signed by the minor person's parent or legal guardian.
2. Further, the following conditions apply to coverage provided by this endorsement:
- a. You must utilize a release and waiver form that we approve prior to the "covered program".
 - b. You must maintain "participant accident insurance".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEGAL LIABILITY TO PARTICIPANTS - MEMBER LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Exclusions

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

This insurance does not apply to:

"Bodily injury" to a "participant".

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

This insurance does not apply to:

"Bodily injury" to a "participant".

B. Insuring Agreement

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

COVERAGE D LIABILITY TO PARTICIPANTS

1. Insuring Agreement

- a. If, and only if, "Participant Accident Insurance" is carried by or on behalf of the "Participant" and is in effect at the time of any "occurrence" giving rise to a claim under this endorsement then, we will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" to any "participant" during a "covered program". We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

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

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

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

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

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

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

2. Exclusions

This insurance does not apply to:

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

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

Subparagraph **(d)(i)** does not apply to "bodily injury" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "competition vehicle" or "official vehicle" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids or if such fuels, lubricants or other operating fluids are brought on or to the "premises", site or location with the intent that they be discharged, dispersed or released, as part of the operations being performed by such insured, contractor or subcontractor.

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

(6) "Competition vehicles" or "official vehicles" during a "covered program" while on "premises"

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

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

- e. "Bodily injury" arising out of the use of the premises for any exhibition, event, or activity not a part of the "covered program".
- f. "Bodily injury" to:
- (1)** Any "participant" injured in a "restricted area" from whom you have not previously obtained a valid release and waiver on a form approved by us; or
 - (2)** Any "participant" under the age of 18 years who is injured in a "restricted area" from whom you have not previously obtained a valid release and waiver signed by the minor person's parent or legal guardian, on a form approved by us.

This exclusion does not apply if:

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

- g. "Bodily injury" to any person:

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

C. Limits of Insurance

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

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

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

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

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

D. Definitions

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

- a. "Competition vehicle" means any self-propelled vehicle or land motor vehicle on the "premises" for the specific purpose of competing or performing in a "covered program".
- b. "Covered program" means any event which:
1. Was specifically submitted to us as a scheduled event or activity at the inception of this policy; or
 2. Is usual and customary to your business activities and events; or
 3. Has been specifically endorsed to this Policy.

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

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

ACCIDENTAL DEATH AND DISMEMBERMENT _____

MEDICAL REIMBURSEMENT _____

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

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

E. Conditions

1. For the purposes of this endorsement, the following is added to **SECTION IV - CONDITIONS** Paragraph 2. b.:
- (3) Immediately deliver to us the required release and waiver form dated and signed prior to the time of the "occurrence". With respect to minors, the release and waiver form must be signed by the minor person's parent or legal guardian.
2. Further, the following conditions apply to coverage provided by this endorsement:
- a. You must utilize a release and waiver form that we approve prior to the "covered program".
 - b. You must maintain "participant accident insurance".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEGAL LIABILITY TO PARTICIPANTS – SLEDOWNERS LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Exclusions

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

This insurance does not apply to:

“Bodily injury” to a “participant”.

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

This insurance does not apply to:

“Bodily injury” to a “participant”.

B. Insuring Agreement

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

COVERAGE D LIABILITY TO PARTICIPANTS

1. Insuring Agreement

- a. If, and only if, “Participant Accident Insurance” is carried by or on behalf of the “Participant” and is in effect at the time of any “occurrence” giving rise to a claim under this endorsement then, we will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury” to any “participant” during a “covered program”. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages for “bodily injury” to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” and settle any claim or “suit” that may result. But:

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

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

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

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

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

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

2. Exclusions

This insurance does not apply to:

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

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

Subparagraph **(d)(i)** does not apply to “bodily injury” arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of “competition vehicles” or “official vehicles” or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the “bodily injury” arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids or if such fuels, lubricants or other operating fluids are brought on or to the “premises”, site or location with the intent that they be discharged, dispersed or released, as part of the operations being performed by such insured, contractor or subcontractor.

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

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

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

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

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

- f. “Bodily injury” to:

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

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

This exclusion does not apply if:

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

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

- g. “Bodily injury” to any person:

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

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

C. Limits of Insurance

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

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

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

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

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

d. Damages under Coverage **D**.

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

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

D. Definitions

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

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

ACCIDENTAL DEATH & DISMEMBERMENT _____

MEDICAL REIMBURSEMENT _____

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

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

E. Commercial General Liability Conditions

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

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

2. Further, the following conditions apply to coverage provided by this endorsement:

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEGAL LIABILITY TO PARTICIPANTS – SLEDOWNERS LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Exclusions

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

This insurance does not apply to:

“Bodily injury” to a “participant”.

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

This insurance does not apply to:

“Bodily injury” to a “participant”.

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B. Insuring Agreement

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

COVERAGE D LIABILITY TO PARTICIPANTS

1. **Insuring Agreement**

a. If, and only if, “Participant Accident Insurance” is carried by or on behalf of the “Participant” and is in effect at the time of any “occurrence” giving rise to a claim under this endorsement then, we will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury” to any “participant” during a “covered program”. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages for “bodily injury” to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” and settle any claim or “suit” that may result. But:

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

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

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

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

(2) The “bodily injury” occurs during the policy period.

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

2. **Exclusions**

This insurance does not apply to:

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

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

Subparagraph (d)(i) does not apply to "bodily injury" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "competition vehicles" or "official vehicles" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids or if such fuels, lubricants or other operating fluids are brought on or to the "premises", site or location with the intent that they be discharged, dispersed or released, as part of the operations being performed by such insured, contractor or subcontractor.

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

(6) "Competition vehicles" or "official vehicles" during a "covered program" while on "premises".

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

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

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

f. "Bodily injury" to:

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

This exclusion does not apply if:

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

g. "Bodily injury" to any person:

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

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C. Limits of Insurance

SECTION III - LIMITS OF INSURANCE, Paragraph 2, is replaced by the following:

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

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

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

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

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D. Definitions

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

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- a. "Competition vehicle" means any self-propelled vehicle or land motor vehicle on the "premises" for the specific purpose of competing or performing in a "covered program".
- b. "Covered program" means any event which:
 1. Was specifically submitted to us as a scheduled event or activity at the inception of this policy; or
 2. Is usual and customary to your business activities and events; or
 3. Has been specifically endorsed to this Policy.

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

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

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ACCIDENTAL DEATH & DISMEMBERMENT _____
MEDICAL REIMBURSEMENT _____

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

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

E. Commercial General Liability Conditions

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

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEGAL LIABILITY TO PARTICIPANTS – PROMOTER LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Exclusions

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

This insurance does not apply to:

“Bodily injury” to a “participant”.

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

This insurance does not apply to:

“Bodily injury” to a “participant”.

B. Insuring Agreement

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

COVERAGES D LIABILITY TO PARTICIPANTS

1. Insuring Agreement

- a. If, and only if, “Participant Accident Insurance” is carried by or on behalf of the “Participant” and is in effect at the time of any “occurrence” giving rise to a claim under this endorsement then, we will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury” to any “participant” during a “covered program”. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages for “bodily injury” to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” and settle any claim or “suit” that may result. But:

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

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

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

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

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

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

2. Exclusions

This insurance does not apply to:

- a. "Bodily injury" that is excluded under **SECTION I - COVERAGES, Coverage A, 2. Exclusions, Paragraphs a., b., c., d., e., f., g., h., i., o. and q.**
- b. The following is added to **SECTION I - COVERAGES, Coverage A, 2. Exclusions, Exclusion f.:**
 - Subparagraph (d)(i) does not apply to "bodily injury" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "competition vehicles" and/or "official vehicles" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids or if such fuels, lubricants or other operating fluids are brought on or to the "premises", site or location with the intent that they be discharged, dispersed or released, as part of the operations being performed by such insured, contractor or subcontractor.
- c. The following is added to Exclusion **g.** under **SECTION I - COVERAGES, Coverage A, 2. Exclusions:**
 - (6) "Competition vehicles" or "official vehicles" during a "covered program" while on "premises".
- d. Paragraph (2) of Exclusion **h.** under **SECTION I - COVERAGES, Coverage A, 2. Exclusions** is deleted and replaced with the following:
 - The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity. This exclusion does not apply to "competition vehicles" or "official vehicles" during a "covered program" while on "premises".
- e. "Property damage" to:
 - (1) Property of any "participant" or your employee;
 - (2) Any "auto", "official vehicle" or "competition vehicle" when in any "restricted area".
- f. "Bodily injury" or "property damage" arising out of the use of the premises for any exhibition, event, or activity not a part of the "covered program".
- g. "Bodily injury" to:
 - (1) Any "participant" injured in a "restricted area" from whom you have not previously obtained a valid release and waiver on a form approved by us; or
 - (2) Any "participant" under the age of 18 years who is injured in a "restricted area" from whom you have not previously obtained a valid release and waiver signed by the minor person's parent or legal guardian, on a form approved by us.

This exclusion does not apply if:

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

C. Limits of Insurance

1. **SECTION III - LIMITS OF INSURANCE**, Paragraph 2. is replaced by the following:
 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical Expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - c. Damages under Coverage **B**; and
 - d. Damages under Coverage **D**.
2. The following is added to **SECTION III - LIMITS OF INSURANCE**:
 8. Subject to Paragraph 2. above, the Liability to Participants Limit shown in the Declarations is the most we will pay for the sum of all damages under Coverage **D** because of all "bodily injury" to "participants" arising out of any one "occurrence".

D. Definitions

1. The following are added to **SECTION V - DEFINITIONS**:
 - a. "Competition vehicle" means any self-propelled vehicle or land motor vehicle on the "premises" for the specific purpose of competing or performing in a "covered program".
 - b. "Covered program" means any event which:
 1. Was specifically submitted to us as a scheduled event or activity at the inception of this policy; or
 2. Is usual and customary to your business activities and events; or
 3. Has been specifically endorsed to this Policy.

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

ACCIDENTAL DEATH & DISMEMBERMENT _____

MEDICAL REIMBURSEMENT _____

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

- f. "Premises" means:
 1. The pull location;
 2. Roads, buildings or structures adjacent to the race course location;
 3. Official registration or inspection locations.

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

E. Commercial General Liability Conditions

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

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

- 2.** Further, the following conditions apply to coverage provided by this endorsement:

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEGAL LIABILITY TO PARTICIPANTS – PROMOTER LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Exclusions

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

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This insurance does not apply to:

“Bodily injury” to a “participant”.

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

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This insurance does not apply to:

“Bodily injury” to a “participant”.

B. Insuring Agreement

The following is added to SECTION I - COVERAGES:

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COVERAGE D LIABILITY TO PARTICIPANTS

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1. Insuring Agreement

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a. If, and only if, “Participant Accident Insurance” is carried by or on behalf of the “Participant” and is in effect at the time of any “occurrence” giving rise to a claim under this endorsement then, we will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury” to any “participant” during a “covered program”. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages for “bodily injury” to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” and settle any claim or “suit” that may result. But:

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

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

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

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

(2) The “bodily injury” occurs during the policy period.

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

2. Exclusions

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This insurance does not apply to:

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

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

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Subparagraph (d)(i) does not apply to "bodily injury" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "competition vehicles" and/or "official vehicles" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids or if such fuels, lubricants or other operating fluids are brought on or to the "premises", site or location with the intent that they be discharged, dispersed or released, as part of the operations being performed by such insured, contractor or subcontractor.

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

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(6) "Competition vehicles" or "official vehicles" during a "covered program" while on "premises".

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

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

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e. "Property damage" to:

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(1) Property of any "participant" or your employee;

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(2) Any "auto", "official vehicle" or "competition vehicle" when in any "restricted area".

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

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g. "Bodily injury" to:

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

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

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This exclusion does not apply if:

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

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

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

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

(b) Who is a sledowner or crewmember of a sledowner.

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C. Limits of Insurance

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

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

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

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

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

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d. Damages under Coverage **D**.

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

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

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D. Definitions

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

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

b. "Covered program" means any event which:

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

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

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

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

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

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

ACCIDENTAL DEATH & DISMEMBERMENT _____

MEDICAL REIMBURSEMENT _____

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

f. "Premises" means:

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

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

E. Commercial General Liability Conditions

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

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

- 2. Further, the following conditions apply to coverage provided by this endorsement:

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEMPORARY CIRCUIT - PROPERTY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION I - COVERAGE A, 2. Exclusions, j. Damage To Property:**

This exclusion does not apply to property located outside of and immediately adjacent to the temporary race course surface.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEMPORARY CIRCUIT - PROPERTY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION J - COVERAGE A. 2. Exclusions, j. Damage To Property:**

This exclusion does not apply to property located outside of and immediately adjacent to the temporary race course surface.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PROFESSIONAL LIABILITY COVERAGE FOR SPORTS OR FITNESS ACTIVITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

Any “bodily injury” or “property damage” covered under **COVERAGE L PROFESSIONAL LIABILITY FOR SPORTS OR FITNESS ACTIVITIES.**

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

This insurance does not apply to:

Any “personal and advertising injury” covered under **COVERAGE L PROFESSIONAL LIABILITY FOR SPORTS AND FITNESS ACTIVITIES.**

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

We will not pay expenses for “bodily injury”:

Covered under **COVERAGE L PROFESSIONAL LIABILITY FOR SPORTS AND FITNESS ACTIVITIES.**

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

COVERAGE L – PROFESSIONAL LIABILITY FOR SPORT OR FITNESS ACTIVITIES

1. INSURING AGREEMENT

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of a “wrongful act” to which this insurance applies. We will have the right and duty to defend the

insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages to which this insurance does not apply. We may, at our discretion, investigate any “wrongful act” and settle any claim or “suit” that may result. But:

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

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

- b. This insurance applies only if:

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

2. EXCLUSIONS

This insurance does not apply to:

- a. “Bodily injury” and “property damage” that is excluded under **SECTION I - COVERAGES, COVERAGE A, 2. Exclusions, Paragraphs a., c., d., e., f., g., i., o. and q.**
b. Any liability arising out of advising, providing or selling any type of dietary

supplements, diet plans, dieting information, weight reduction plans or information, or prescription medications, including but not limited to, herbs, dietary pills, energy supplements, or weight loss or gain substances.

- c. Any liability arising out of providing or failing to provide professional health care services.
- d. Any liability arising out of any intentionally wrongful, dishonest, fraudulent or criminal act committed by any insured.
- e. Any liability of others assumed by any insured under any contract or agreement.
- f. Any claim or "suit" arising out of: improper or inappropriate fees or charges for the insured's services or membership; or any prepaid contract for Professional Services;
- g. Any non-compensatory amounts, including but not limited to, punitive, exemplary or multiplication of damages, fines, taxes or penalties, in whatever form assessed.
- h. Any claim or "suit" alleging or arising out of any actual or alleged false advertising, misrepresentation in advertising, antitrust, unfair competition, restraint of trade, unfair or deceptive business practices;
- i. Any liability caused by, resulting from, or arising out of or in any way related to asbestos or lead.
- j. Any liability to:
 - (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or

discrimination directed at that person; or

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

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
 - (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- k. "Bodily injury" or "property damage" arising from the maintenance of, or failure to maintain tangible property, including but not limited to any equipment pertaining or relating to the practice of a trainer, which is owned or occupied by, or rented to, or used by any Insured or is in any Insured's care, custody or control, or as to which any Insured is exercising physical control.
 - l. any claim or "suit" arising out of either undue familiarity, sexual abuse or licentious, immoral or sexual behavior intended to lead to, or culminating in any sexual act, whether caused by, or at the instigation of, or at the direction of, either known or unknown by any insured or the customers or patrons of the Named Insured.
 - m. any claim or "suit" arising out of acts or services performed by any insured who is not registered, licensed or certified to perform such acts or services, if such licensing, registration or certification is required by law or by any federal, state, or local governmental, regulatory, or administrative agency.
 - n. any claim or "suit" by an Insured against another insured.

- o. any claim or "suit" based upon, arising out of, directly or indirectly, in consequence of, or involving in any way, any Wrongful Act committed by any person while actually or allegedly under the influence of intoxicants or narcotics;
- p. any claim or "suit" based upon, arising out of or involving in any way the sale or furnishing of any food or beverage, whether in a cafeteria or otherwise;
- q. any claim or "suit" based upon, arising out of, directly or indirectly resulting from or involving in any way any actual or alleged violation any federal, state or local statute, common law, order or regulation, including, but not limited to any violations of any local, state, or federal usury, truth-in-lending or other consumer protection laws, statutes, orders, or regulations.
- r. any claim or "suit" based upon or arising out of actual or alleged commingling, or handling of funds, or inability or failure to pay, collect or safeguard funds.
- s. any claim or "suit" based upon or arising out of the bankruptcy, insolvency, or financial inability to pay of any entity.
- t. any claim or "suit" brought by, in the right of or in the name of, or on behalf of any agent, independent contractor or subcontractor of any insured, including without limitation any employee of any agent, independent contractor or subcontractor of any insured.
- u. any claim or "suit" arising out of the alleged breach of any express or implied warranty or guarantee.

3. For purposes of this endorsement, the following replaces **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

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

- a. All expenses we incur.
- b. The cost of bonds to release attachments, but only for bond amounts

within the applicable limit of insurance. We do not have to furnish these bonds.

These payments will not reduce the Limits of Insurance.

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

SECTION II - WHO IS AN INSURED

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

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

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

G. For purposes of this endorsement, the following is added to **SECTION III - LIMITS OF INSURANCE:**

- 8. Subject to Paragraph 2. above, the Coverage **L** Limit of Insurance-Per Wrongful Act limit shown in the Declarations is the most we will pay under Coverage **L** because of all damages arising out of any one "wrongful act".

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

- 1. "Sports or fitness activities" means the instruction of, coaching of, officiating for, demonstration of, direction and advice related to the sport or fitness programs of the named insured.

2. "Wrongful act" means any breach of duty, neglect, error, omission, misstatement, or misleading statement in the discharge of "sports or fitness activities". Any actual or alleged breach of duty, neglect, error, omission, misstatement, or misleading statement arising out of the same or related facts, circumstances, situations, transactions or events shall be deemed as arising out of the same "wrongful act".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PROFESSIONAL LIABILITY COVERAGE FOR SPORTS OR FITNESS ACTIVITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

Any "bodily injury" or "property damage" covered under COVERAGE L PROFESSIONAL LIABILITY FOR SPORTS OR FITNESS ACTIVITIES.

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

This insurance does not apply to:

Any "personal and advertising injury" covered under COVERAGE L PROFESSIONAL LIABILITY FOR SPORTS AND FITNESS ACTIVITIES.

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

We will not pay expenses for "bodily injury":

Covered under COVERAGE L PROFESSIONAL LIABILITY FOR SPORTS AND FITNESS ACTIVITIES.

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

COVERAGE L - PROFESSIONAL LIABILITY FOR SPORT OR FITNESS ACTIVITIES

1. INSURING AGREEMENT

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of a "wrongful act" to which this insurance applies. We will have the right and duty to defend the

insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any "wrongful act" and settle any claim or "suit" that may result. But:

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

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage L.

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

b. This insurance applies only if:

(1) The "wrongful act" takes place within the "coverage territory" and during the policy period; and

(2) The "wrongful act" occurs during the course and scope of duties by or on behalf of the named insured.

2. EXCLUSIONS

This insurance does not apply to:

a. "Bodily injury" and "property damage" that is excluded under SECTION I - COVERAGES, COVERAGE A, 2. Exclusions, Paragraphs a., c., d., e., f., g., i., p. and q.

b. Any liability arising out of advising, providing or selling any type of dietary

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

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- o. any claim or "suit" based upon, arising out of, directly or indirectly, in consequence of, or involving in any way, any Wrongful Act committed by any person while actually or allegedly under the influence of intoxicants or narcotics;
- p. any claim or "suit" based upon, arising out of or involving in any way the sale or furnishing of any food or beverage, whether in a cafeteria or otherwise;
- q. any claim or "suit" based upon, arising out of, directly or indirectly resulting from or involving in any way any actual or alleged violation any federal, state or local statute, common law, order or regulation, including, but not limited to any violations of any local, state, or federal usury, truth-in-lending or other consumer protection laws, statutes, orders, or regulations.
- r. any claim or "suit" based upon or arising out of actual or alleged commingling, or handling of funds, or inability or failure to pay, collect or safeguard funds.
- s. any claim or "suit" based upon or arising out of the bankruptcy, insolvency, or financial inability to pay of any entity.
- t. any claim or "suit" brought by, in the right of or in the name of, or on behalf of any agent, independent contractor or subcontractor of any insured, including without limitation any employee of any agent, independent contractor or subcontractor of any insured.
- u. any claim or "suit" arising out of the alleged breach of any express or implied warranty or guarantee.

3. For purposes of this endorsement, the following replaces SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:

- We will pay, with respect to any claim we investigate or settle or any "suit" against an insured we defend:
- a. All expenses we incur.
 - b. The cost of bonds to release attachments, but only for bond amounts

within the applicable limit of insurance. We do not have to furnish these bonds.

These payments will not reduce the Limits of Insurance.

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

SECTION II - WHO IS AN INSURED

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

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

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

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G. For purposes of this endorsement, the following is added to SECTION III - LIMITS OF INSURANCE:

- 8. Subject to Paragraph 2. above, the Coverage **L** Limit of Insurance-Per Wrongful Act limit shown in the Declarations is the most we will pay under Coverage **L** because of all damages arising out of any one "wrongful act".

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H. For purposes of this endorsement, the following are added to SECTION V - DEFINITIONS:

- 1. "Sports or fitness activities" means the instruction of, coaching of, officiating for, demonstration of, direction and advice related to the sport or fitness programs of the named insured.

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2. "Wrongful act" means any breach of duty, neglect, error, omission, misstatement, or misleading statement in the discharge of "sports or fitness activities". Any actual or alleged breach of duty, neglect, error, omission, misstatement, or misleading statement arising out of the same or related facts, circumstances, situations, transactions or events shall be deemed as arising out of the same "wrongful act".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - MEDIA & INTERNET TYPE BUSINESSES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to "personal and advertising injury" arising out of unauthorized uses of formats, ideas, characters, plots or other program material.

- B. Exclusion i. of Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

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

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

- C. Exclusion j. of Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability** 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) The production, pre-production, post-production, distribution, exploitation, and exhibition of motion pictures, television programs, radio programs, commercial films, musical recordings using any and all recording media, electrical transcription, sheet music or other similar properties;
- (3) The conduct of any player, entertainer, or musician in any show, theatrical performance or exhibition;
- (4) The ownership, operation, maintenance or use of any merchandising programs, advertising or publicity material, character or idea, whether or not on the premises of the "insured" or in possession of any "insured" at the time of the alleged offense;
- (5) The ownership, operation maintenance or use of any theater, television, radio, or similar exhibition media;
- (6) Designing or determining content of websites for others; or
- (7) An Internet search, access, content or service provider.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - MEDIA & INTERNET TYPE BUSINESSES

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This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to "personal and advertising injury" arising out of unauthorized uses of formats, ideas, characters, plots or other program material.

B. Exclusion i. of Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

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

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

C. Exclusion j. of Paragraph 2., **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

j. Insureds In Media And Internet type Businesses

Deleted: Entertainment,

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

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) The production, pre-production, post-production, distribution, exploitation, and exhibition of motion pictures, television programs, radio programs, commercial films, musical recordings using any and all recording media, electrical transcription, sheet music or other similar properties;
- (3) The conduct of any player, entertainer, or musician in any show, theatrical performance or exhibition;
- (4) The ownership, operation, maintenance or use of any merchandising programs, advertising or publicity material, character or idea, whether or not on the premises of the "insured" or in possession of any "insured" at the time of the alleged offense;
- (5) The ownership, operation maintenance or use of any theater, television, radio, or similar exhibition media;
- (6) Designing or determining content of websites for others; or
- (7) An Internet search, access, content or service provider.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NATIONAL HOT ROD ASSOCIATION
AMENDATORY ENDORSEMENT**

This endorsement modifies the insurance provided under the following:

MOTORSPORTS RACING LIABILITY INSURANCE

It is agreed that the Motorsports Racing Liability Insurance Coverage Form, paragraph **B. 3.** is deleted and replaced with the following:

1. "Bodily Injury" to:
 - a. Any person injured in the "restricted area" from whom you have not obtained a release and waiver approved by us or the National Hot Rod Association; or
 - b. Any person under the age of 18 years who is injured in a "restricted area" from whom you have not obtained a release and waiver approved by us or the National Hot Rod Association signed by the minor person's parent or legal guardian.

This exclusion does not apply if:

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NATIONAL HOT ROD ASSOCIATION
AMENDATORY ENDORSEMENT**

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This endorsement modifies the insurance provided under the following:

MOTORSPORTS RACING LIABILITY INSURANCE

It is agreed that the Motorsports Racing Liability Insurance Coverage Form, paragraph **B. 3.** is deleted and replaced with the following:

1. "Bodily Injury" to:

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- a. Any person injured in the "restricted area" from whom you have not obtained a release and waiver approved by us or the National Hot Rod Association; or
- b. Any person under the age of 18 years who is injured in a "restricted area" from whom you have not obtained a release and waiver approved by us or the National Hot Rod Association signed by the minor person's parent or legal guardian.

This exclusion does not apply if:

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE - INSURING AGREEMENTS

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **Section I - Coverage A, 1. Insuring Agreement** applies to "bodily injury" or "property damage" caused by an "occurrence" resulting from:

SET-UP AND TEAR-DOWN ACTIVITIES

The Policy coverage for Non-Racing or Premises Liability is extended to cover on an event day, including

- _____ day(s) PRIOR to event day, and
- _____ day(s) AFTER the event day
- _____ Coverage Period

for set-up and tear-down activities.

- PREMIUM: _____ PER EVENT DAY
- _____ PER SET-UP/TEAR-DOWN DAY
- _____ FLAT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PROMOTER LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

1. The following is added to SECTION I - COVERAGES, Coverage A, 2. Exclusions, exclusion f:

Subparagraph (d)(i) does not apply to "bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "competition vehicles" and/or "official vehicles" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids or if such fuels, lubricants or other operating fluids are brought on or to the "premises", site or location with the intent that they be discharged, dispersed or released, as part of the operations being performed by such insured, contractor or subcontractor.

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

(6) "Competition vehicles" or "official vehicles" during a "covered program" while on "premises".

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

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

B. The following exclusions are added to SECTION I - COVERAGES A and C Exclusions:

This insurance does not apply to:

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

This exclusion does not apply if:

- 1. You require each person to sign a release and waiver form previously approved by us prior to the "covered program"; and

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- 2. Your failure to obtain a valid and executed release and waiver was due to your inadvertent error, or misrepresentation or fraud by the person.
- 4. "Bodily injury" or "property damage" to any person:
 - a. who is a member of World Pulling International, Inc. or the National Tractor Pullers Association, Inc. or any other similar association or organization; or
 - b. who is a sledowner or crewmember of a sledowner.
- 5. "Bodily injury" to any "participant".

C. The following definitions are added to Section V -DEFINITIONS:

- 23. "Competition Vehicle" means any self-propelled or land motor vehicle on the "premises" for the specific purpose of competing or performing in a "covered program".
- 24. "Covered Program" means any event which:
 - a. Was specifically submitted to us as a scheduled event or activity at the inception of this policy; or
 - b. Is usual and customary to your business activities and events; or
 - c. Has been specifically endorsed to this Policy.

"Covered program" includes registration and technical inspection on or off the "premises".
- 25. "Official vehicle" means any vehicle, other than a "competition vehicle", on "premises" that is allowed access into the "restricted area".
- 26. "Participant" means any person granted permission to enter the "restricted area" but only if:

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

27. "Premises" means:

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

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

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D. CONDITIONS:

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

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1. The following are added to SECTION IV - CONDITIONS:

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a. The following is added to SECTION IV - CONDITIONS, 2. b.

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITATION OF COVERAGE
LEASED FACILITY PROPERTY DAMAGE**

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph j. under **SECTION I – COVERAGES, 2. Exclusions** is deleted and replaced by the following:

j. Damage to Property

“Property damage” to:

- (1)** Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property;
- (2)** Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises;
- (3)** Property loaned to you;
- (4)** Personal property in the care, custody or control of the insured;
- (5)** That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the “property damage” arises out of those operations; or
- (6)** That particular part of any property that must be restored repaired or replaced because “your work” was incorrectly performed on it.

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

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITATION OF COVERAGE
LEASED FACILITY PROPERTY DAMAGE**

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph j. under SECTION I – COVERAGES, 2. Exclusions is deleted and replaced by the following:

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j. Damage to Property

“Property damage” to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property;
- (2) Premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the “property damage” arises out of those operations; or
- (6) That particular part of any property that must be restored repaired or replaced because “your work” was incorrectly performed on it.

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

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

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

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COMMERCIAL GENERAL LIABILITY BROADENED COVERAGE

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following replaces SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, a.:

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. The following replaces SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. (2):

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

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

C. The following replaces SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions, b. and c.:

b. Material Published With Knowledge of Falsity

“Personal and advertising injury” arising out of publication of material, including, but not limited to, oral, written, televised, videotaped or electronically transmitted publication of material, if done at the direction of the insured with knowledge of its falsity;

c. Material Published Prior To Policy Period

“Personal and advertising injury” arising out of publication of material, including,

but not limited to, oral, written, televised, videotaped or electronically transmitted publication of material, whose first publication took place before the beginning of the policy period;

D. The following replaces SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, 1. b. and d.:

b. Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$500 a day because of time off from work.

E. The following replaces SECTION II - WHO IS AN INSURED, 3.a.:

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, which ever is earlier;

F. The following are added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

e. Knowledge of the “occurrence”, offense, claim or “suit” by the agent, servant, or “employee” of an insured shall not in itself constitute your knowledge unless one of your officers, manager or partners has received notice of the “occurrence”, offense, claim or “suit”.

- f. Failure by the agent, servant or “employee” of an insured (other than an officer, manager or partner) to notify us of an “occurrence” shall not constitute a failure to comply with Items a. and b. of this condition.

G. The following are added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

10. Unintentional Error or Omission

Any unintentional error or omission in the description of or failure to completely describe, any premises or operations intended to be covered by this Coverage Part will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

11. Waiver of Right of Recovery

We waive all rights of recovery when you have agreed to waive your rights of recovery when required by a written contract. However, this provision only applies if the written contract was executed prior to the date of the “occurrence.”

H. The following replaces SECTION V – DEFINITIONS, 3. and 14. :

- 3. “Bodily injury” means bodily injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright, humiliation, emotional distress or death resulting from bodily injury, sickness or disease.
- 14. “Personal and advertising injury” means injury, including consequential “bodily injury”, arising out of one or more of the following offences:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution or abuse of process;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Any publication of material including, but not limited to oral, written, televised, videotaped or electronically transmitted publication of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services;
- e. Any publication of material, including but not limited to oral, written, televised, videotaped or electronically transmitted publication of material that violates a person’s right of privacy;
- f. The use of another’s advertising idea in your “advertisement”; or
- g. Infringing upon another’s copyright, trade dress or slogan in your “advertisement”.

I. Broadened Coverage - Damage to Premises Rented to You

- 1. The word **fire** is replaced with the phrase **fire or explosion** where it appears in:
 - a. **SECTION I, Coverage A, 2. Exclusions, j. Damage to Property;**
 - b. **SECTION I, Coverage A, 2. Exclusions, last paragraph;**
 - c. **SECTION III- Limits of Insurance, paragraph 6.;**
 - d. **SECTION IV, Conditions, 4. Other Insurance, paragraph b.(1)(a)(ii).**
- 2. The Limit of Insurance applicable to Damage to Premises Rented to You is \$300,000 unless a higher limit is specified on the Declarations

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL GENERAL LIABILITY BROADENED COVERAGE

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following replaces SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, a.:

a. Expected or Intended Injury

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B. The following replaces SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. (2):

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

- (a) Less than 51 feet long; and
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C. The following replaces SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions, b. and c.:

b. Material Published With Knowledge of Falsity

“Personal and advertising injury” arising out of publication of material, including, but not limited to, oral, written, televised, videotaped or electronically transmitted publication of material, if done at the direction of the insured with knowledge of its falsity;

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“Personal and advertising injury” arising out of publication of material, including,

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D. The following replaces SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, 1. b. and d.:

- b. Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$500 a day because of time off from work.

E. The following replaces SECTION II - WHO IS AN INSURED, 3.a.:

- 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, which ever is earlier;

F. The following are added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

- e. Knowledge of the “occurrence”, offense, claim or “suit” by the agent, servant, or “employee” of an insured shall not in itself constitute your knowledge unless one of your officers, manager or partners has received notice of the “occurrence”, offense, claim or “suit”.

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- f. Failure by the agent, servant or “employee” of an insured (other than an officer, manager or partner) to notify us of an “occurrence” shall not constitute a failure to comply with Items a. and b. of this condition.

G. The following are added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

10. Unintentional Error or Omission

Any unintentional error or omission in the description of or failure to completely describe, any premises or operations intended to be covered by this Coverage Part will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

11. Waiver of Right of Recovery

We waive all rights of recovery when you have agreed to waive your rights of recovery when required by a written contract. However, this provision only applies if the written contract was executed prior to the date of the “occurrence.”

H. The following replaces SECTION V – DEFINITIONS, 3. and 14.:

- 3. “Bodily injury” means bodily injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright, humiliation, emotional distress or death resulting from bodily injury, sickness or disease.
- 14. “Personal and advertising injury” means injury, including consequential “bodily injury”, arising out of one or more of the following offences:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution or abuse of process;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Any publication of material including, but not limited to oral, written, televised, videotaped or electronically transmitted publication of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services;
- e. Any publication of material, including but not limited to oral, written, televised, videotaped or electronically transmitted publication of material that violates a person’s right of privacy;
- f. The use of another’s advertising idea in your “advertisement”; or
- g. Infringing upon another’s copyright, trade dress or slogan in your “advertisement”.

I. Broadened Coverage - Damage to Premises Rented to You

- 1. The word **fire** is replaced with the phrase **fire or explosion** where it appears in:
 - a. **SECTION I, Coverage A, 2.** Exclusions, **j.** Damage to Property;
 - b. **SECTION I, Coverage A, 2.** Exclusions, last paragraph;
 - c. **SECTION III, Limits of Insurance, paragraph 6.**
 - d. **SECTION IV, Conditions, 4.** Other Insurance, **paragraph b.(1)(a)(ii).**
- 2. The Limit of Insurance applicable to Damage to Premises Rented to You is \$300,000 unless a higher limit is specified on the Declarations

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DATA PROCESSING COVERAGE

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

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

Other words and phrases that appear in quotation marks have special meaning Refer to clause K-Definitions.

SECTION I - EQUIPMENT

A. COVERAGE

We will pay for "loss" to Covered Property from any of the Covered Causes of "Loss"

1. COVERED PROPERTY, as used in Section I, means:

a. "Data Processing Equipment", including component parts of that equipment, which are:

- (1) Owned by you;
- (2) Leased or rented to you; or;
- (3) Under your control;

All as shown in the schedule attached to this policy.

2. PROPERTY NOT COVERED

Covered Property does not include:

- a. "Data", "media" or "computer programs" as defined in Section II;
- b. Property you lease or rent to others while it is away from your premises;
- c. Property while it is waterborne, unless on transporting vehicles aboard a regular ferry operating on inland waterways;
- d. Accounts, bills, evidences of debt, valuable papers, records, abstracts, deeds, manuscripts, or other documents.

3. COVERED CAUSES OF LOSS

Covered Causes of "Loss" means RISKS OF DIRECT PHYSICAL "LOSS" to Covered Property except those causes of "loss" listed in the exclusions.

4. EXTENSIONS OF COVERAGE

These extensions of coverage shall not increase the Limits of Insurance.

The Coinsurance clause applies to these extensions unless otherwise specifically stated.

a. Removal

If the Covered Property becomes in imminent danger of "loss" at a covered premises, we will pay for "loss" while the property covered is:

- (1) Being removed; and
- (2) While at a place of safety; and
- (3) While being returned from the place of safety;

Provided you give us written notice of removal and return within (10) days of removal.

b. Additionally Acquired Property

You agree:

(1) To report, in writing:

Additional property of the kind insured by this policy, acquired after the effective date of this policy;

Within thirty (30) days from the date acquired; and

(2) To pay full premium for such property from the date acquired at pro rata of the policy rate for such property.

We agree:

To cover such additional property when acquired, pending notice to us:

(1) For no more than the actual cash value of the acquired property; nor

(2) For no more than 25% of the highest Limit of insurance at any location shown in the Declarations;

We will cease to cover this property if it is not reported to us, in writing, within the thirty (30) day period.

This coverage applies only to a class of property covered by this policy at the time of acquisition.

The coinsurance clause in this policy does not apply to this extension of coverage.

c. New Location coverage

You agree:

To report, in writing, property covered by this policy, which is transferred to a new location, within thirty (30) days from the date transferred.

The new location must have been acquired after the effective date of this coverage.

We agree:

To cover this property, pending written notice to us:

- (1) Beginning with the date the property is physically transferred to your new location; and
- (2) Until such location is scheduled on this policy;
- (3) For no more than 25% of the highest Limit of Insurance at any location shown in the Declarations.

We will cease to cover this property if it is not reported to us, in writing, within the thirty (30) day period.

This coverage applies only to property covered by this policy at time of transfer.

d. Transfer Between Locations coverage

You agree:

To report, in writing, property covered by this policy, which is transferred between existing locations specified in this policy, within thirty (30) days from the date of transfer.

We agree:

To cover this property, pending notice to us, for no more than 25% of the highest Limit of Insurance at any location shown in the Declarations.

We will cease to cover this property if it is not reported to us, in writing, within the thirty (30) day period.

e. Fire Protection Devices

We will pay the cost to recharge or refill:

- (1) Any fire protection device which is designed specifically to protect "Data Processing Equipment"; and
- (2) Other fire protection devices in the same room where covered "Data Processing Equipment" is located;

When these devices have been discharged as a result of a fire or explosion.

This coverage shall apply in addition to coverage otherwise provided by this policy:

We shall not pay more than \$25,000. for the expenses to refill or recharge fire protection devices;

The coinsurance clause in this policy does not apply to this extension of coverage.

We will not cover any property after the end of the policy term, or after cancellation or termination of this coverage.

B. EXCLUSIONS

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

a. GOVERNMENTAL ACTION

Seizure or destruction of property by order of governmental authority;

We will pay for acts of destruction ordered by the governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this coverage form.

b. NUCLEAR HAZARD

Any weapon employing atomic fission or fusion; or

Nuclear reaction or radiation, or radioactive contamination from any other cause;

We will pay for direct "loss" caused by resulting fire if the fire would be covered under this coverage form.

c. WAR AND MILITARY ACTION

War, including undeclared or civil war;

Warlike action by a military force, including action taken in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

d. Earthquake, volcanic eruption or effusion, earth sinking, earth rising or shifting, landslide or other earth movement;

We will pay for direct "loss" caused by resulting fire if fire is otherwise covered by this policy.

e. Flood, surface water, waves, tides, tidal waves, overflow of any body of water or their spray, all whether wind driven or not;

Water which backs up through sewers or drains;

Water below the surface of the ground;

We will pay for direct "loss" caused by resulting fire if fire is otherwise covered by this policy.

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

If another "loss" that we cover results we will pay for that resulting "loss".

a. Acts or decisions, including the failure to act or decide, of any person, group, organization, or governmental body, and including enforcement of any ordinance or law regulating the construction, repair or demolition of building(s) or structure(s);

b. Faulty, inadequate or defective:

(1) Planning, zoning, development; surveying or siting;

(2) Design, specification, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;

c. Collapse of all or part of any building or structure.

3. We will not pay for a "loss" caused directly or indirectly by any of the following:

a. Collapse, subsidence, settling, cracking, shrinkage or expansion of walls, pavement, foundations, floors, roofs or ceilings;

b. Wear and tear, mold, rot;

c. Hidden or latent defect, or any quality in property that causes it to damage or destroy itself;

d. Insects, vermin, rodents;

e. Dryness or dampness of atmosphere, extremes of temperature, corrosion or rust, unless resulting from physical damage to the data processing system's air conditioning facilities by a cause of "loss" not excluded by this policy;

f. Delay, loss of market, loss of use, interruption of business, consequential loss of any nature;

g. Any change in electric power supply (such as interruption, brown out, or power surge) if the change originates more than 100 feet away from the premises containing the property;

h. Actual work upon, installation or testing of property covered;

i. Dishonest or criminal acts:

(1) By you, or by any of your employees;

(2) By anyone authorized to act for you;

(3) By anyone to whom the property is entrusted;

(4) All whether alone or in collusion with others and during the hours of employment or not.

This exclusion does not apply to a carrier for hire.

This exclusion does not apply to intentional acts of destruction by your employees; but under no circumstances is theft by an employee covered.

C. LIMITS OF INSURANCE

The most we will pay for a "loss" are the amounts specified in Section I of the Data Processing Equipment Declarations. The extensions of coverage do not increase the Limits of Insurance unless otherwise specifically stated.

D. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of "loss" exceeds the deductible amount shown in the Declarations. We will then pay the amount of "loss" in excess of the deductible up to the applicable Limit of Insurance.

E. VALUATION

The Valuation Condition of the Special Commercial Inland Marine Conditions is replaced by the following:

1. If Actual Cash Value is indicated in Section I.D. of the Data Processing Declarations then clause F1 below shall apply.
2. If replacement cost is indicated in Section I.D. of the Data Processing Declarations then clause F.2. shall apply; and

We shall pay for the actual cost to replace the property lost if such property is replaced with identical property;

If the property lost is not replaced with identical property we shall not pay more than the amount actually expended nor for more than the cost to replace the property with identical property;

We shall in no event pay more than the Limits of Insurance in Section 1.A., 1.B. and 1.C. of the Data Processing Declarations.

F. COINSURANCE

The Coinsurance Condition of the Special Commercial Inland Marine Conditions is replaced by the following:

1. The following shall apply if indicated in Section 1.D.(1) of the Data Processing Declarations;

All property that is covered by this policy must be covered for its total actual cash value at the time of "loss" or you will incur a penalty;

The penalty is that we will pay only the proportion of any "loss" that the Limit of Insurance bears to the total actual cash value of the property at the time of "loss";

2. The following shall apply if indicated in Section 1.D.(2) of the Data Processing Equipment Declarations:

All property that is covered by this policy must be insured for its total replacement cost at the time of "loss"; or you will incur a penalty;

The penalty is that we will pay only the proportion of any "loss" that the Limit of Insurance bears to the total replacement cost of the property at the time of "loss".

G. RENTED OR LEASED PROPERTY

1. You must provide us with a copy of any lease or rental agreement that applies to any property covered by this policy:

We will cover only those causes of "loss" which the lessor has not assumed by the terms of lease or rental and which are not excluded by this policy;

2. You agree to give us advance notice of any cancellation, alteration, or termination of any such lease or rental agreement;

If you fail to notify us as agreed we shall be responsible for no broader coverage than what we would have been responsible for under the last reported lease or rental agreement.

H. RELEASE OF CARRIER'S LIABILITY

You are permitted to accept released value bills of lading from common carriers.

I. RECORDS AND INVENTORY

You will keep accurate records of your business and retain them for three years after the policy ends.

J. PROTECTIVE SAFEGUARDS

You must maintain the protective safeguards stated by you to be in effect at a location when this coverage began.

If you fail to maintain the protective safeguards:

1. In working condition; and
2. In operation;

Coverage is automatically suspended for all property for which the protective safeguards apply. This suspension will last until the equipment or services are back in operation.

K. DEFINITIONS

1. "Loss" means accidental loss or damage.
2. "Data Processing Equipment" means a network of machine components capable of accepting information, processing it according to plan, and producing a desirable result.

This includes all of your hardware, including air conditioning equipment used exclusively in your data processing operation, but does not include software or the cost of reproducing software.

SECTION II - DATA, MEDIA, PROGRAMS

A. COVERAGE

We will pay for "loss" to Covered Property from any of the Covered Causes of "Loss".

1. COVERED PROPERTY, as used in Section II, means:

- a. "Data", "Media", (including unused media) or "computer programs", as defined in paragraph F. of this section, which is:

- (1) Owned by you;
- (2) Leased or rented to you;
- (3) Under your control;

All as described in Section II of the Declarations.

2. PROPERTY NOT COVERED

Covered Property does not include:

- a. Any "data" or "media" which cannot be replaced with others of like kind or quality; but this does not apply to any items that are insured for a specific amount per article;
- b. Accounts, bills, evidences of debt, valuable papers, records, abstracts, deeds, manuscripts or other documents except as they may be converted to data processing media form, and then only in that form;
- c. Property while waterborne, unless on transporting vehicles aboard any regular ferry operating on inland waterways.

3. COVERED CAUSES OF LOSS

Covered Causes of "Loss" means RISKS OF DIRECT PHYSICAL "LOSS" to Covered Property except those causes of "loss" listed in the exclusions.

4. EXTENSIONS OF COVERAGE

These extensions of coverage shall not increase the Limit of Insurance.

The coinsurance clause applies to these extensions unless otherwise specifically stated.

- a. Removal

If the covered property becomes in imminent danger of "loss" at a covered premises we will pay for "loss" while the property covered is:

- (1) Being removed; and
- (2) While at a place of safety; and
- (3) While being returned from the place of safety;

Provided you give us written notice within ten (10) days of removal and return.

b. Storage of Duplicate Data Elsewhere

We will pay for your "loss" to duplicate or backup data which you store at a separate location;

A separate location is defined as a building located at least 100 feet away from the your primary location;

We shall not pay more for "loss" to duplicate or backup data than 10% of the combined "data" and "media" limits at your primary location.

c. New Location coverage

You agree:

To report, in writing, property covered by this policy, which is transferred to a new location, within thirty (30) days from the date of transfer;

The new location must have been acquired after the effective date of this policy;

We agree:

To cover this transferred property, pending notice to us, for not more than 25% of the Limit of Insurance shown in the Declarations at the location from which the transfer is made;

We will cease to cover such property if it is not reported to us, in writing, within the thirty (30) day period;

This coverage applies only to a class of property already covered by this policy at the time of transfer.

d. Transfer Between Existing Locations coverage

You agree:

To report, in writing, property covered by this policy, which is transferred between existing locations specified in this policy, within thirty (30) days from the date of transfer;

We agree:

To cover this property, pending notice to us, for not more than 25% of the Limit of Insurance shown in the Declarations for the location from which the transfer is made;

We will cease to cover this property if it is not reported to us, in writing, within the thirty (30) day period.

This coverage applies only to a class of property already covered by this policy at the time of transfer.

B. EXCLUSIONS

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

a. GOVERNMENTAL ACTION

Seizure or destruction of property by order of governmental authority;

We will pay for acts of destruction ordered by the governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this coverage form.

b. NUCLEAR HAZARD

Any weapon employing atomic fission or fusion;

Nuclear reaction or radiation, or radioactive contamination from any other cause;

We will pay for direct "loss" caused by resulting fire if the fire would be covered under this coverage form.

c. WAR AND MILITARY ACTION

War, including undeclared or civil war;

Warlike action by a military force, including action taken in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or

Insurrection, rebellion, revolution usurped power or action taken by a governmental authority in hindering or defending against any of these.

d. Earthquake, volcanic eruption or effusion, earth sinking, earth rising or shifting, landslide or other earth movement;

We will pay for direct "loss" caused by resulting fire if fire is otherwise covered by this policy.

e. Flood, surface water, waves, tides, tidal waves, over flow of any body of water or their spray, all whether wind driven or not;

Water which backs up through sewers or drains;

Water below the surface of the ground;

We will pay for direct "loss" caused by resulting fire if fire is otherwise covered by this policy.

2. We will not pay for "loss" caused directly or indirectly by any of the following:

a. Collapse, subsidence, settling, cracking, shrinkage or expansion of walls, pavement, foundations, floors, roofs or ceilings;

b. Wear and tear, mold, rot;

c. Hidden or latent defect, or any quality in property that causes it to damage or destroy itself;

d. Insects, vermin, rodents;

e. Dryness or dampness of atmosphere, extremes of temperature, corrosion or rust, unless resulting from physical damage to the data processing system's air conditioning facilities by a cause of "loss" not excluded by this policy;

f. Delay, loss of market, loss of use, interruption of business, consequential loss of any nature;

g. Any change in electric power supply (such as interruption, brown out, or power surge) if the change originates more than 100 feet away from the premises containing the property;

h. Data processing media failure or breakdown, malfunction of the data processing system;

i. Electrical or magnetic injury, disturbance or erasure of electronic recordings, except by lightning;

j. Dishonest or criminal acts:

(1) By you, or by any of your employees;

(2) By anyone authorized to act for you;

(3) By anyone to whom the property is entrusted;

(4) All whether alone or in collusion with others and whether during regular work hours or not;

This exclusion does not apply to carriers for hire.

This exclusion does not apply to acts of destruction by your employees; theft by employees is not covered.

- k. Error in machine programming or instructions to machine.
3. We will not pay for a "loss" caused by or resulting from any of the following. If "loss" by a covered cause results, we will pay for that resulting "loss":
 - a. Weather conditions. This exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph B1. above to produce the "loss";
 - b. Acts or decisions, including the failure to act or decide, of any person, group, organization, or governmental body;
 - c. Faulty, inadequate or defective;
 - (1) Planning, zoning, development; surveying or siting;
 - (2) Design, specification, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance;
 - d. Collapse of part or all of any building or structure.

C. LIMITS OF INSURANCE

The most we will pay for a "loss" is the amount specified in Section II of the Data Processing Equipment Declarations.

D. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of "loss" exceeds the deductible amount shown in the Declarations. We will then pay the amount of "loss" in excess of the deductible, up to the applicable Limit of Insurance.

E. VALUATION

The property covered by this section shall be valued as follows:

1. "Data", "media", or "computer programs" for which there is no agreed value specified in the Declarations shall be valued at the actual cost of reproduction provided that the "data or computer" programs are replaced or reproduced.

If the property is not replaced or reproduced we shall pay the blank value of media on which the "data" or "computer program(s)" were recorded.

On "media", we shall pay the actual cost of repairing or replacing with material of the same kind and quality;

2. The amounts specified in Section 2.D. of the Declarations for each item of "data", "media" or "computer programs" shall be the agreed value for the purposes of this insurance.
3. Unused "media" shall be valued at the actual cost of repairing or replacing the property with material of the same kind or quality.

F. DEFINITIONS

1. "Data" means facts, concepts or instructions, including computer programs, which are converted to a form usable in the your data processing operations.
2. "Media" means materials on which data are recorded;
3. "Computer Programs" means data used to direct computer equipment including diagrams or other records which can be used to reproduce programs.

SECTION III - EXTRA EXPENSE

A. COVERAGE

1. We will pay the necessary "extra expense" you incur in order to continue as nearly as practicable the "normal" operation of your business following damage to the property covered under Sections I and II of this policy.
2. We also insure under this section the actual "loss" sustained by you during the "period of restoration", when, as a direct result of a Covered Cause of "Loss":
 - a. The premises in which the property is located is so damaged as to prevent access to it; or
 - b. The air conditioning system or electrical system necessary for the operation of your "data processing equipment" is so damaged as to reduce or suspend your ability to perform the operations normally performed by the "data processing equipment";
 - c. Access to your premises where the insured property is located is specifically prohibited by order of civil authority. This coverage shall not exceed two consecutive weeks.

B. EXCLUSIONS

We will not pay for any "extra expense" unless "loss" was caused by or resulted from a Covered Cause of "Loss" under Section I or Section II of this policy.

We will not pay for any "loss" unless it occurs during the policy term.

C. MEASURE OF RECOVERY

1. We shall pay up to the amount specified in Section III A or B of the Data Processing Declarations for such necessary "extra expense as is incurred for the "period of restoration";

The "period of restoration" starts with the date of damage or destruction and is not limited by the expiration of this policy.
2. The most we will pay for a "loss" is the amount specified in Section III A or B of the Data Processing Declarations.

D. RESUMPTION OF OPERATIONS

You must resume "normal" operations of your business as soon as practicable after "loss". Coverage under this section shall then cease.

E. DEFINITIONS

1. "Loss" means accidental loss and damage
2. "Extra expense" means the excess (if any) of the total cost incurred during the "period of restoration" chargeable to the operations of your business over and above the total cost that would normally have been incurred to conduct the business during the same period had no damage occurred;

The cost in each case includes the expense of using other property or facilities of other concerns or other necessary emergency expenses;

In no event shall we pay for "loss" of profits or earnings resulting from a reduced volume of business;

In no event shall we pay for direct or indirect "loss" to property covered under Sections I or II.

We shall not pay for the purchase, construction, repair or replacement of any physical property, unless incurred for the purpose of reducing a covered "loss" under this Section III, and then any payment shall not exceed the amount by which the "loss" is reduced;

Any salvage value of property obtained for temporary use during the "period of restoration" which remains after the resumption of "normal" operations shall be taken into consideration in the adjustment of any "loss" hereunder;

3. "Normal" means the condition that would have existed had no "loss" occurred;
4. "Period of Restoration" means the length of time:
 - a. Starting with the date of "loss"; and
 - b. Not limited by the date of expiration of this policy;

Required with due diligence and dispatch to repair, rebuild or replace the part of the property covered by this policy that has been damaged or destroyed.

DATA PROCESSING COVERAGE

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

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

Other words and phrases that appear in quotation marks have special meaning Refer to clause K-Definitions.

SECTION I - EQUIPMENT

A. COVERAGE

We will pay for "loss" to Covered Property from any of the Covered Causes of "Loss"

1. COVERED PROPERTY, as used in Section I, means:

a. "Data Processing Equipment", including component parts of that equipment, which are:

- (1) Owned by you;
- (2) Leased or rented to you; or;
- (3) Under your control;

All as shown in the schedule attached to this policy.

2. PROPERTY NOT COVERED

Covered Property does not include:

- a. "Data", "media" or "computer programs" as defined in Section II;
- b. Property you lease or rent to others while it is away from your premises;
- c. Property while it is waterborne, unless on transporting vehicles aboard a regular ferry operating on inland waterways;
- d. Accounts, bills, evidences of debt, valuable papers, records, abstracts, deeds, manuscripts, or other documents.

3. COVERED CAUSES OF LOSS

Covered Causes of "Loss" means RISKS OF DIRECT PHYSICAL "LOSS" to Covered Property except those causes of "loss" listed in the exclusions.

4. EXTENSIONS OF COVERAGE

These extensions of coverage shall not increase the Limits of Insurance.

The Coinsurance clause applies to these extensions unless otherwise specifically stated.

a. Removal

If the Covered Property becomes in imminent danger of "loss" at a covered premises, we will pay for "loss" while the property covered is:

- (1) Being removed; and
- (2) While at a place of safety; and
- (3) While being returned from the place of safety;

Provided you give us written notice of removal and return within (10) days of removal.

b. Additionally Acquired Property

You agree:

(1) To report, in writing:

Additional property of the kind insured by this policy, acquired after the effective date of this policy;

Within thirty (30) days from the date acquired; and

(2) To pay full premium for such property from the date acquired at pro rata of the policy rate for such property.

We agree:

To cover such additional property when acquired, pending notice to us:

(1) For no more than the actual cash value of the acquired property; nor

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- (2) For no more than 25% of the highest Limit of insurance at any location shown in the Declarations;

We will cease to cover this property if it is not reported to us, in writing, within the thirty (30) day period.

This coverage applies only to a class of property covered by this policy at the time of acquisition.

The coinsurance clause in this policy does not apply to this extension of coverage.

c. New Location coverage

You agree:

To report, in writing, property covered by this policy, which is transferred to a new location, within thirty (30) days from the date transferred.

The new location must have been acquired after the effective date of this coverage.

We agree:

To cover this property, pending written notice to us:

- (1) Beginning with the date the property is physically transferred to your new location; and
- (2) Until such location is scheduled on this policy;
- (3) For no more than 25% of the highest Limit of Insurance at any location shown in the Declarations.

We will cease to cover this property if it is not reported to us, in writing, within the thirty (30) day period.

This coverage applies only to property covered by this policy at time of transfer.

d. Transfer Between Locations coverage

You agree:

To report, in writing, property covered by this policy, which is transferred between existing locations specified in this policy, within thirty (30) days from the date of transfer.

We agree:

To cover this property, pending notice to us, for no more than 25% of the highest Limit of Insurance at any location shown in the Declarations.

We will cease to cover this property if it is not reported to us, in writing, within the thirty (30) day period.

e. Fire Protection Devices

We will pay the cost to recharge or refill:

- (1) Any fire protection device which is designed specifically to protect "Data Processing Equipment"; and
- (2) Other fire protection devices in the same room where covered "Data Processing Equipment" is located;

When these devices have been discharged as a result of a fire or explosion.

This coverage shall apply in addition to coverage otherwise provided by this policy:

We shall not pay more than \$25,000. for the expenses to refill or recharge fire protection devices;

The coinsurance clause in this policy does not apply to this extension of coverage.

We will not cover any property after the end of the policy term, or after cancellation or termination of this coverage.

B. EXCLUSIONS

- 1. We will not pay for a "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss":

a. GOVERNMENTAL ACTION

Seizure or destruction of property by order of governmental authority;

We will pay for acts of destruction ordered by the governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this coverage form.

b. NUCLEAR HAZARD

Any weapon employing atomic fission or fusion; or

Nuclear reaction or radiation, or radioactive contamination from any other cause;

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We will pay for direct "loss" caused by resulting fire if the fire would be covered under this coverage form.

c. WAR AND MILITARY ACTION

War, including undeclared or civil war;

Warlike action by a military force, including action taken in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

d. Earthquake, volcanic eruption or effusion, earth sinking, earth rising or shifting, landslide or other earth movement;

We will pay for direct "loss" caused by resulting fire if fire is otherwise covered by this policy.

e. Flood, surface water, waves, tides, tidal waves, overflow of any body of water or their spray, all whether wind driven or not;

Water which backs up through sewers or drains;

Water below the surface of the ground;

We will pay for direct "loss" caused by resulting fire if fire is otherwise covered by this policy.

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

If another "loss" that we cover results we will pay for that resulting "loss".

a. Acts or decisions, including the failure to act or decide, of any person, group, organization, or governmental body, and including enforcement of any ordinance or law regulating the construction, repair or demolition of building(s) or structure(s);

b. Faulty, inadequate or defective:

(1) Planning, zoning, development; surveying or siting;

(2) Design, specification, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;

c. Collapse of all or part of any building or structure.

3. We will not pay for a "loss" caused directly or indirectly by any of the following:

a. Collapse, subsidence, settling, cracking, shrinkage or expansion of walls, pavement, foundations, floors, roofs or ceilings;

b. Wear and tear, mold, rot;

c. Hidden or latent defect, or any quality in property that causes it to damage or destroy itself;

d. Insects, vermin, rodents;

e. Dryness or dampness of atmosphere, extremes of temperature, corrosion or rust, unless resulting from physical damage to the data processing system's air conditioning facilities by a cause of "loss" not excluded by this policy;

f. Delay, loss of market, loss of use, interruption of business, consequential loss of any nature;

g. Any change in electric power supply (such as interruption, brown out, or power surge) if the change originates more than 100 feet away from the premises containing the property;

h. Actual work upon, installation or testing of property covered;

i. Dishonest or criminal acts:

(1) By you, or by any of your employees;

(2) By anyone authorized to act for you;

(3) By anyone to whom the property is entrusted;

(4) All whether alone or in collusion with others and during the hours of employment or not.

This exclusion does not apply to a carrier for hire.

This exclusion does not apply to intentional acts of destruction by your employees; but under no circumstances is theft by an employee covered.

C. LIMITS OF INSURANCE

The most we will pay for a "loss" are the amounts specified in Section I of the Data Processing Equipment Declarations. The extensions of coverage do not increase the Limits of Insurance unless otherwise specifically stated.

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D. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of "loss" exceeds the deductible amount shown in the Declarations. We will then pay the amount of "loss" in excess of the deductible up to the applicable Limit of Insurance.

E. VALUATION

The Valuation Condition of the Special Commercial Inland Marine Conditions is replaced by the following:

1. If Actual Cash Value is indicated in Section I.D. of the Data Processing Declarations then clause F1 below shall apply.
2. If replacement cost is indicated in Section I.D. of the Data Processing Declarations then clause F.2. shall apply; and

We shall pay for the actual cost to replace the property lost if such property is replaced with identical property;

If the property lost is not replaced with identical property we shall not pay more than the amount actually expended nor for more than the cost to replace the property with identical property;

We shall in no event pay more than the Limits of Insurance in Section 1.A., 1.B. and 1.C. of the Data Processing Declarations.

F. COINSURANCE

The Coinsurance Condition of the Special Commercial Inland Marine Conditions is replaced by the following:

1. The following shall apply if indicated in Section 1.D.(1) of the Data Processing Declarations;

All property that is covered by this policy must be covered for its total actual cash value at the time of "loss" or you will incur a penalty;

The penalty is that we will pay only the proportion of any "loss" that the Limit of Insurance bears to the total actual cash value of the property at the time of "loss";

2. The following shall apply if indicated in Section 1.D.(2) of the Data Processing Equipment Declarations:

All property that is covered by this policy must be insured for its total replacement cost at the time of "loss"; or you will incur a penalty;

The penalty is that we will pay only the proportion of any "loss" that the Limit of Insurance bears to the total replacement cost of the property at the time of "loss".

G. RENTED OR LEASED PROPERTY

1. You must provide us with a copy of any lease or rental agreement that applies to any property covered by this policy:

We will cover only those causes of "loss" which the lessor has not assumed by the terms of lease or rental and which are not excluded by this policy;

2. You agree to give us advance notice of any cancellation, alteration, or termination of any such lease or rental agreement;

If you fail to notify us as agreed we shall be responsible for no broader coverage than what we would have been responsible for under the last reported lease or rental agreement.

H. RELEASE OF CARRIER'S LIABILITY

You are permitted to accept released value bills of lading from common carriers.

I. RECORDS AND INVENTORY

You will keep accurate records of your business and retain them for three years after the policy ends.

J. PROTECTIVE SAFEGUARDS

You must maintain the protective safeguards stated by you to be in effect at a location when this coverage began.

If you fail to maintain the protective safeguards:

1. In working condition; and
2. In operation;

Coverage is automatically suspended for all property for which the protective safeguards apply. This suspension will last until the equipment or services are back in operation.

K. DEFINITIONS

1. "Loss" means accidental loss or damage.
2. "Data Processing Equipment" means a network of machine components capable of accepting information, processing it according to plan, and producing a desirable result.

This includes all of your hardware, including air conditioning equipment used exclusively in your data processing operation, but does not include software or the cost of reproducing software.

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SECTION II - DATA, MEDIA, PROGRAMS

A. COVERAGE

We will pay for "loss" to Covered Property from any of the Covered Causes of "Loss".

1. COVERED PROPERTY, as used in Section II, means:

a. "Data", "Media", (including unused media) or "computer programs", as defined in paragraph F. of this section, which is:

- (1) Owned by you;
- (2) Leased or rented to you;
- (3) Under your control;

All as described in Section II of the Declarations.

2. PROPERTY NOT COVERED

Covered Property does not include:

- a. Any "data" or "media" which cannot be replaced with others of like kind or quality; but this does not apply to any items that are insured for a specific amount per article;
- b. Accounts, bills, evidences of debt, valuable papers, records, abstracts, deeds, manuscripts or other documents except as they may be converted to data processing media form, and then only in that form;
- c. Property while waterborne, unless on transporting vehicles aboard any regular ferry operating on inland waterways.

3. COVERED CAUSES OF LOSS

Covered Causes of "Loss" means RISKS OF DIRECT PHYSICAL "LOSS" to Covered Property except those causes of "loss" listed in the exclusions.

4. EXTENSIONS OF COVERAGE

These extensions of coverage shall not increase the Limit of Insurance.

The coinsurance clause applies to these extensions unless otherwise specifically stated.

- a. Removal

If the covered property becomes in imminent danger of "loss" at a covered premises we will pay for "loss" while the property covered is:

- (1) Being removed; and
- (2) While at a place of safety; and
- (3) While being returned from the place of safety;

Provided you give us written notice within ten (10) days of removal and return.

b. Storage of Duplicate Data Elsewhere

We will pay for your "loss" to duplicate or backup data which you store at a separate location;

A separate location is defined as a building located at least 100 feet away from the your primary location;

We shall not pay more for "loss" to duplicate or backup data than 10% of the combined "data" and "media" limits at your primary location.

c. New Location coverage

You agree:

To report, in writing, property covered by this policy, which is transferred to a new location, within thirty (30) days from the date of transfer;

The new location must have been acquired after the effective date of this policy;

We agree:

To cover this transferred property, pending notice to us, for not more than 25% of the Limit of Insurance shown in the Declarations at the location from which the transfer is made;

We will cease to cover such property if it is not reported to us, in writing, within the thirty (30) day period;

This coverage applies only to a class of property already covered by this policy at the time of transfer.

d. Transfer Between Existing Locations coverage

You agree:

To report, in writing, property covered by this policy, which is transferred between existing locations specified in this policy, within thirty (30) days from the date of transfer;

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We agree:

To cover this property, pending notice to us, for not more than 25% of the Limit of Insurance shown in the Declarations for the location from which the transfer is made;

We will cease to cover this property if it is not reported to us, in writing, within the thirty (30) day period.

This coverage applies only to a class of property already covered by this policy at the time of transfer.

B. EXCLUSIONS

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

a. GOVERNMENTAL ACTION

Seizure or destruction of property by order of governmental authority;

We will pay for acts of destruction ordered by the governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this coverage form.

b. NUCLEAR HAZARD

Any weapon employing atomic fission or fusion;

Nuclear reaction or radiation, or radioactive contamination from any other cause;

We will pay for direct "loss" caused by resulting fire if the fire would be covered under this coverage form.

c. WAR AND MILITARY ACTION

War, including undeclared or civil war;

Warlike action by a military force, including action taken in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or

Insurrection, rebellion, revolution usurped power or action taken by a governmental authority in hindering or defending against any of these.

d. Earthquake, volcanic eruption or effusion, earth sinking, earth rising or shifting, landslide or other earth movement;

We will pay for direct "loss" caused by resulting fire if fire is otherwise covered by this policy.

e. Flood, surface water, waves, tides, tidal waves, over flow of any body of water or their spray, all whether wind driven or not;

Water which backs up through sewers or drains;

Water below the surface of the ground;

We will pay for direct "loss" caused by resulting fire if fire is otherwise covered by this policy.

2. We will not pay for "loss" caused directly or indirectly by any of the following:

a. Collapse, subsidence, settling, cracking, shrinkage or expansion of walls, pavement, foundations, floors, roofs or ceilings;

b. Wear and tear, mold, rot;

c. Hidden or latent defect, or any quality in property that causes it to damage or destroy itself;

d. Insects, vermin, rodents;

e. Dryness or dampness of atmosphere, extremes of temperature, corrosion or rust, unless resulting from physical damage to the data processing system's air conditioning facilities by a cause of "loss" not excluded by this policy;

f. Delay, loss of market, loss of use, interruption of business, consequential loss of any nature;

g. Any change in electric power supply (such as interruption, brown out, or power surge) if the change originates more than 100 feet away from the premises containing the property;

h. Data processing media failure or breakdown, malfunction of the data processing system;

i. Electrical or magnetic injury, disturbance or erasure of electronic recordings, except by lightning;

j. Dishonest or criminal acts:

(1) By you, or by any of your employees;

(2) By anyone authorized to act for you;

(3) By anyone to whom the property is entrusted;

(4) All whether alone or in collusion with others and whether during regular work hours or not;

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This exclusion does not apply to carriers for hire.

This exclusion does not apply to acts of destruction by your employees; theft by employees is not covered.

k. Error in machine programming or instructions to machine.

3. We will not pay for a "loss" caused by or resulting from any of the following. If "loss" by a covered cause results, we will pay for that resulting "loss":

a. Weather conditions. This exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph B1. above to produce the "loss";

b. Acts or decisions, including the failure to act or decide, of any person, group, organization, or governmental body;

c. Faulty, inadequate or defective;
(1) Planning, zoning, development; surveying or siting;

(2) Design, specification, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;

d. Collapse of part or all of any building or structure.

C. LIMITS OF INSURANCE

The most we will pay for a "loss" is the amount specified in Section II of the Data Processing Equipment Declarations.

D. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of "loss" exceeds the deductible amount shown in the Declarations. We will then pay the amount of "loss" in excess of the deductible, up to the applicable Limit of Insurance.

E. VALUATION

The property covered by this section shall be valued as follows:

1. "Data", "media", or "computer programs" for which there is no agreed value specified in the Declarations shall be valued at the actual cost of reproduction provided that the "data or computer" programs are replaced or reproduced.

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If the property is not replaced or reproduced we shall pay the blank value of media on which the "data". or "computer program(s)" were recorded.

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On "media", we shall pay the actual cost of repairing or replacing with material of the same kind and quality;

2. The amounts specified in Section 2.D. of the Declarations for each item of "data", "media" or "computer programs" shall be the agreed value for the purposes of this insurance.

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3. Unused "media" shall be valued at the actual cost of repairing or replacing the property with material of the same kind or quality.

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F. DEFINITIONS

1. "Data" means facts, concepts or instructions, including computer programs, which are converted to a form usable in the your data processing operations.

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2. "Media" means materials on which data are recorded;

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3. "Computer Programs" means data used to direct computer equipment including diagrams or other records which can be used to reproduce programs.

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SECTION III - EXTRA EXPENSE

A. COVERAGE

1. We will pay the necessary "extra expense" you incur in order to continue as nearly as practicable the "normal" operation of your business following damage to the property covered under Sections I and II of this policy.
2. We also insure under this section the actual "loss" sustained by you during the "period of restoration", when, as a direct result of a Covered Cause of "Loss":
 - a. The premises in which the property is located is so damaged as to prevent access to it; or
 - b. The air conditioning system or electrical system necessary for the operation of your "data processing equipment" is so damaged as to reduce or suspend your ability to perform the operations normally performed by the "data processing equipment";
 - c. Access to your premises where the insured property is located is specifically prohibited by order of civil authority. This coverage shall not exceed two consecutive weeks.

B. EXCLUSIONS

We will not pay for any "extra expense" unless "loss" was caused by or resulted from a Covered Cause of "Loss" under Section I or Section II of this policy.

We will not pay for any "loss" unless it occurs during the policy term.

C. MEASURE OF RECOVERY

1. We shall pay up to the amount specified in Section III A or B of the Data Processing Declarations for such necessary "extra expense" as is incurred for the "period of restoration";

The "period of restoration" starts with the date of damage or destruction and is not limited by the expiration of this policy.
2. The most we will pay for a "loss" is the amount specified in Section III A or B of the Data Processing Declarations.

D. RESUMPTION OF OPERATIONS

You must resume "normal" operations of your business as soon as practicable after "loss". Coverage under this section shall then cease.

E. DEFINITIONS

1. "Loss" means accidental loss and damage
2. "Extra expense" means the excess (if any) of the total cost incurred during the "period of restoration" chargeable to the operations of your business over and above the total cost that would normally have been incurred to conduct the business during the same period had no damage occurred;

The cost in each case includes the expense of using other property or facilities of other concerns or other necessary emergency expenses;

In no event shall we pay for "loss" of profits or earnings resulting from a reduced volume of business;

In no event shall we pay for direct or indirect "loss" to property covered under Sections I or II.

We shall not pay for the purchase, construction, repair or replacement of any physical property, unless incurred for the purpose of reducing a covered "loss" under this Section III, and then any payment shall not exceed the amount by which the "loss" is reduced;

Any salvage value of property obtained for temporary use during the "period of restoration" which remains after the resumption of "normal" operations shall be taken into consideration in the adjustment of any "loss" hereunder;

3. "Normal" means the condition that would have existed had no "loss" occurred;
4. "Period of Restoration" means the length of time:
 - a. Starting with the date of "loss"; and
 - b. Not limited by the date of expiration of this policy;

Required with due diligence and dispatch to repair, rebuild or replace the part of the property covered by this policy that has been damaged or destroyed.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ARKANSAS PROFESSIONAL LIABILITY COVERAGE FOR SPORTS OR FITNESS ACTIVITIES

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, 2. Exclusions:**

This insurance does not apply to:

Any “bodily injury” or “property damage” covered under **COVERAGE L PROFESSIONAL LIABILITY FOR SPORTS OR FITNESS ACTIVITIES.**

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

This insurance does not apply to:

Any “personal and advertising injury” covered under **COVERAGE L PROFESSIONAL LIABILITY FOR SPORTS AND FITNESS ACTIVITIES.**

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

We will not pay expenses for “bodily injury”:

Covered under **COVERAGE L PROFESSIONAL LIABILITY FOR SPORTS AND FITNESS ACTIVITIES.**

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

COVERAGE L – PROFESSIONAL LIABILITY FOR SPORT OR FITNESS ACTIVITIES

1. INSURING AGREEMENT

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of a “wrongful act” to which this insurance applies. We will

have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages to which this insurance does not apply. We may, at our discretion, investigate any “wrongful act” and settle any claim or “suit” that may result. But:

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

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

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

2. EXCLUSIONS

This insurance does not apply to:

- a. “Bodily injury” and “property damage” that is excluded under **SECTION I - COVERAGES, COVERAGE A, 2. Exclusions, Paragraphs a., c., d., e., f., g., i., o. and q.**

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

- n. any claim or "suit" by an Insured against another insured.
- o. any claim or "suit" based upon, arising out of, directly or indirectly, in consequence of, or involving in any way, any Wrongful Act committed by any person while actually or allegedly under the influence of intoxicants or narcotics;
- p. any claim or "suit" based upon, arising out of or involving in any way the sale or furnishing of any food or beverage, whether in a cafeteria or otherwise;
- q. any claim or "suit" based upon, arising out of, directly or indirectly resulting from or involving in any way any actual or alleged violation any federal, state or local statute, common law, order or regulation, including, but not limited to any violations of any local, state, or federal usury, truth-in-lending or other consumer protection laws, statutes, orders, or regulations.
- r. any claim or "suit" based upon or arising out of actual or alleged commingling, or handling of funds, or inability or failure to pay, collect or safeguard funds.
- s. any claim or "suit" based upon or arising out of the bankruptcy, insolvency, or financial inability to pay of any entity.
- t. any claim or "suit" brought by, in the right of or in the name of, or on behalf of any agent, independent contractor or subcontractor of any insured, including without limitation any employee of any agent, independent contractor or subcontractor of any insured.
- u. any claim or "suit" arising out of the alleged breach of any express or implied warranty or guarantee.

3. For purposes of this endorsement, the following replaces **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

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

- a. All expenses we incur.

- b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

These payments will not reduce the Limits of Insurance.

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

SECTION II - WHO IS AN INSURED

- 1. You.
- 2. Any of your employees while conducting "sports or fitness activities" on your behalf.
- 3. Any of your partners, directors, officers, stockholders, or members, while acting within the scope of their duties.

F. For purposes of this endorsement, the following replaces **SECTION III, LIMITS OF INSURANCE, Item 2.:**

- 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - c. Damages under Coverage **B**; and
 - d. Damages under Coverage **L**.

G. For purposes of this endorsement, the following is added to **SECTION III - LIMITS OF INSURANCE:**

- 8. Subject to Paragraph 2. above, the Coverage **L** Limit of Insurance-Per Wrongful Act limit shown in the Declarations is the most we will pay under Coverage **L** because of all damages arising out of any one "wrongful act".

H. For purposes of this endorsement, the following are added to **SECTION V - DEFINITIONS:**

- 1. "Sports or fitness activities" means the instruction of, coaching of, officiating for, demonstration of, direction and advice related to the sport or fitness programs of the named insured.

2. "Wrongful act" means any breach of duty, neglect, error, omission, misstatement, or misleading statement in the discharge of "sports or fitness activities". Any actual or alleged breach of duty, neglect, error, omission, misstatement, or misleading statement arising out of the same or related facts, circumstances, situations, transactions or events shall be deemed as arising out of the same "wrongful act".
3. "Punitive or exemplary damages" means those damages imposed to punish a wrongdoer and to deter others from similar conduct.

SERFF Tracking Number: GRTA-125809550 State: Arkansas
Filing Company: Great American Assurance Company State Tracking Number: EFT \$50
Company Tracking Number: PK-AR-0809-SLFF
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0003 Commercial Package
Liability
Product Name: PK-AR-0809-SLFF
Project Name/Number: PK-AR-0809-SLFF/PK-AR-0809-SLFF

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty **Review Status:** Approved 09/19/2008

Comments:

Attachments:

ar FFS-1 .pdf

ar-slff.pdf

CW explanatory 2007 ISO revision.pdf

ARPCTD-1.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 #		PK-AR-0809-SLFF		
2.	This filing corresponds to rate/rule filing number <small>(Company tracking number of rate/rule filing, if applicable)</small>				
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	Exclusion - Activities and Devices	GAC 33 34 CG (12/07)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	GAC 33 34 CG (07/03)	
02	Exclusion - Sports or Athletic Activities Participants	GAC 33 36 CG (12/07)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	GAC 33 36 CG (01/02)	
03	Motorsports Racing Liability Insurance	GAC 33 38 CG (12/07)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	GAC 33 38 CG (07/03)	
04	Legal Liability to Participants - Motorsports Racing	GAC 33 40 CG (12/07)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	GAC 33 40 CG (07/03)	
05	Legal Liability to Participants	GAC 33 41 CG (12/07)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	GAC 33 41 CG (07/03)	
06	Medical Payments for Participants	GAC 33 43 CG (12/07)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	GAC 33 43 CG (04/07)	
07	Medical Payments and Medical Expense Reimbursement for Participants	GAC 33 44 CG (12/07)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	GAC 33 44 CG (04/07)	
08	Independent Club Event Liability	GAC 33 47 CG (12/07)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	GAC 33 47 CG (07/03)	
09	Legal Liability to Participants - Independence Club Event Liability	GAC 33 48 CG (12/07)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	GAC 33 48 CG (07/03)	
10	Additinoal Insured - Charitable Institutions, Unincorporated Associations or Non-Profit Associations	GAC 33 57 CG (12/07)	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	GAC 33 57 CG (01/02)	

16. Form Filing Attachment

This filing transmittal is part of company tracking number	PK-AR-0809-SLFF
This filing corresponds to rate filing company tracking number	

	Document Name	Form Number		Replaced Form Number
	Description			Previous State Filing Number
# 11	Fireworks Scheduled Coverage	GAC 33 63 CG (12/07)	<input type="checkbox"/> Initial <input checked="" type="checkbox"/> Revised <input type="checkbox"/> Other _____	GAC 33 63 CG (07/03)
# 12	Limited Fireworks Coverage	GAC 33 64 CG (12/07)	<input type="checkbox"/> Initial <input checked="" type="checkbox"/> Revised <input type="checkbox"/> Other _____	GAC 33 64 CG (07/03)
# 13	Limited Amusement Device Coverage	GAC 33 65 CG (12/07)	<input type="checkbox"/> Initial <input checked="" type="checkbox"/> Revised <input type="checkbox"/> Other _____	GAC 33 65 CG (01/02)
# 14	Deletion - Co-Employee Exclusion	GAC 33 68 CG (12/07)	<input type="checkbox"/> Initial <input checked="" type="checkbox"/> Revised <input type="checkbox"/> Other _____	GAC 33 68 CG (01/02)
# 15	Amendment of Other Insurance Condition	GAC 33 69 CG (12/07)	<input type="checkbox"/> Initial <input checked="" type="checkbox"/> Revised <input type="checkbox"/> Other _____	GAC 33 69 CG (04/07)
# 16	Owners and Sponsors Policy Motorsports/Racing Owners/Sponsors Liability	GAC 33 77 CG (12/07)	<input type="checkbox"/> Initial <input checked="" type="checkbox"/> Revised <input type="checkbox"/> Other _____	GAC 33 77 CG (07/03)
# 17	Power Boat Racing	GAC 33 78 CG (12/07)	<input type="checkbox"/> Initial <input checked="" type="checkbox"/> Revised <input type="checkbox"/> Other _____	GAC 33 78 CG (07/03)
# 18	Member Liability Insurance	GAC 33 79 CG (12/07)	<input type="checkbox"/> Initial <input checked="" type="checkbox"/> Revised <input type="checkbox"/> Other _____	GAC 33 79 CG (07/03)

16. Form Filing Attachment

This filing transmittal is part of company tracking number	PK-AR-0809-SLFF
This filing corresponds to rate filing company tracking number	

	Document Name	Form Number		Replaced Form Number
	Description			Previous State Filing Number
# 19	Sledowners Liability Insurance	GAC 33 80 CG (12/07)	<input type="checkbox"/> Initial <input checked="" type="checkbox"/> Revised <input type="checkbox"/> Other _____	GAC 33 80 CG (07/03)
# 20	Promoter Liability Insurance	GAC 33 81 CG (12/07)	<input type="checkbox"/> Initial <input checked="" type="checkbox"/> Revised <input type="checkbox"/> Other _____	GAC 33 81 CG (07/03)
# 21	Broad Worldwide Coverage	GAC 33 91 CG (12/07)	<input type="checkbox"/> Initial <input checked="" type="checkbox"/> Revised <input type="checkbox"/> Other _____	GAC 33 91 CG (07/03)
# 22	Owners and Sponsors Legal Liability to Participants	GAC 35 41 CG (12/07)	<input type="checkbox"/> Initial <input checked="" type="checkbox"/> Revised <input type="checkbox"/> Other _____	GAC 35 41 CG (07/03)
# 23	Legal Liability to Participants - Power Boat Racing	GAC 35 42 CG (12/07)	<input type="checkbox"/> Initial <input checked="" type="checkbox"/> Revised <input type="checkbox"/> Other _____	GAC 35 42 CG (07/03)
# 24	Legal Liability to Participants - Members Liability	GAC 35 43 CG (12/07)	<input type="checkbox"/> Initial <input checked="" type="checkbox"/> Revised <input type="checkbox"/> Other _____	GAC 35 43 CG (07/03)
# 25	Legal Liability to Participants - Sledowners Liability	GAC 35 44 CG (12/07)	<input type="checkbox"/> Initial <input checked="" type="checkbox"/> Revised <input type="checkbox"/> Other _____	GAC 35 44 CG (07/03)
# 26	Legal Liability to Participants - Promoter Liability	GAC 35 45 CG (12/07)	<input type="checkbox"/> Initial <input checked="" type="checkbox"/> Revised <input type="checkbox"/> Other _____	GAC 35 45 CG (07/03)

16. Form Filing Attachment

This filing transmittal is part of company tracking number	PK-AR-0809-SLFF
This filing corresponds to rate filing company tracking number	

	Document Name	Form Number		Replaced Form Number
	Description			Previous State Filing Number
# 27	Temporary Circuit - Property Exclusion	GAC 35 54 CG (12/07)	<input type="checkbox"/> Initial <input checked="" type="checkbox"/> Revised <input type="checkbox"/> Other _____	GAC 35 54 CG (07/03)
# 28	Professional Liability Coverage for Sports or Fitness Activities	GAC 35 65 CG (12/07)	<input type="checkbox"/> Initial <input checked="" type="checkbox"/> Revised <input type="checkbox"/> Other _____	GAC 35 65 CG (07/03)
# 29	Exclusion - Entertainment, Media & Internet Type Businesses	GAC 35 74 CG (12/07)	<input type="checkbox"/> Initial <input checked="" type="checkbox"/> Revised <input type="checkbox"/> Other _____	GAC 35 74 CG (07/03)
# 30	National Hot Rod Association Amendatory Endorsement	GAC 35 77 CG (12/07)	<input type="checkbox"/> Initial <input checked="" type="checkbox"/> Revised <input type="checkbox"/> Other _____	GAC 35 77 CG (07/03)
# 31	Limitation of Coverage - Insuring Agreements	GAC 35 81 CG (12/07)	<input type="checkbox"/> Initial <input checked="" type="checkbox"/> Revised <input type="checkbox"/> Other _____	GAC 35 81 CG (07/03)
# 32	Limitation of Coverage Leased Facility Property Damage	GAC 35 95 CG (12/07)	<input type="checkbox"/> Initial <input checked="" type="checkbox"/> Revised <input type="checkbox"/> Other _____	GAC 35 95 CG (07/03)
# 33	Commercial General Liability Broadening Coverage	GAC 36 01 CG (12/07)	<input type="checkbox"/> Initial <input checked="" type="checkbox"/> Revised <input type="checkbox"/> Other _____	GAC 36 01 CG (04/07)
# 34	Data Processing Coverage	GAI 32 18 (12/07)	<input type="checkbox"/> Initial <input checked="" type="checkbox"/> Revised <input type="checkbox"/> Other _____	GAI 32 18 (01/87)

Specialty Operations
49 East Fourth Street
Dixie Terminal South Building
4th Floor
Cincinnati, OH 45202-3803
PO Box 5425
Cincinnati, OH 45201-5425
1-800-605-6713
513.333.6996 fax



September 11, 2008

Honorable Julie Benafield Bowman
Commissioner of Insurance
Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

RE: Great American Assurance Company 084-26344 15-6020948
Sports and Leisure Program
Commercial Multi-Peril
Form Filing
Company File No. PK-AR-0809-SLFF

To Whom It May Concern:

The Great American Assurance Company hereby submits for your approval, form filing to be used with our Sports and Leisure Program. Please see the explanatory memorandum for additional details.

Please find enclosed, for review, the following:

1. Explanatory Memorandum
2. Copies of the Forms.
3. State Transmittals, if required.

We propose that this filing be applicable to all policies written on or after November 1, 2008. Please return the duplicate of this letter to acknowledge approval and confirm your action. A self-addressed, stamped envelope is enclosed for your convenience.

Sincerely,
Christie M. Mayes

Christie Mayes, AFIS
Senior Product Analyst
Phone: 513-412-3963
Fax: 513-333-6996
cmayes@gaic.com

COMMERCIAL GENERAL LIABILITY
EXPLANATORY MEMORANDUM
Great American Assurance Company
August 2008

Sports & Leisure Program

Great American Assurance Company hereby files these previously approved forms amended to track with the CG 00 01 Commercial General Liability Coverage Form 12/07 edition. Additional forms included with this filing have editorial changes/corrections and amend the definition of Participant.

GAC 33 34 CG (12/07) Exclusion – Activities and Devices (replaces 07/03 edition)
Amends the description of Participant by adding physical exercise and game.

GAC 33 36 CG (12/07) Exclusion – Sports or Athletic Activities Participants
(replaces 01/02 edition)
Amends the definition of participant by adding physical exercise, games, sports and athletic contests.

GAC 33 38 CG (12/07) Motorsports Racing Liability Insurance (replaces 07/03 edition)
Editorial formatting changes. Definition of Participant has been amended to clarify its definition. Section D. has been revised by adding Commercial General Liability to better reference section being amended.

GAC 33 40 CG (12/07) Legal Liability to Participants – Motorsports Racing
(replaces 07/03 edition)
Editorial formatting changes. Section B. 2. a. has been amended to include exclusion q. to follow the ISO 2007 changes. Reference to the word Paragraph has been included before various designators. Definition of Participant has been amended to clarify its definition.

GAC 33 41 CG (12/07) Legal Liability to Participants (replaces 07/03 edition)
Editorial formatting changes. Section A. 2. has been revised by adding the word Exclusions to better reference the section being amended. Section B. 2. a. has been amended to include exclusion q. to follow the ISO 2007 changes. Reference to the word paragraph has been included before various designators.

GAC 33 43 CG (12/07) Medical Payments for Participants (replaces 04/07 edition)
Editorial formatting changes. Section B. 2. a. has been amended to include exclusion q. to follow the ISO 2007 changes. Reference to the word paragraph has been included before various designators. Section D. has been revised to track with the ISO 2007 changes to paragraph designator 4. b.(1)(a)(v) in lieu of 4. b.(1)(e).

GAC 33 44 CG (12/07) Medical Payments and Medical Expense Reimbursement for Participants (replaces 04/07 edition)

Editorial formatting changes. Section B. 1. b.(1) and B. 2. b.(1) have been amended to include exclusion q. to follow the ISO 2007 changes. Section B. 2. b.(1) has been revised to include exclusion i. War, which was our original intent. Reference to the word paragraph has been included before various designators. Section D. 3. has been revised to track with the ISO 2007 changes to paragraph designator 4. b.(1)(a)(v) in lieu of 4. b.(1)(e).

GAC 33 47 CG (12/07) Independent Club Event Liability (replaces 07/03 edition)

Editorial formatting changes. Definition of Participant has been amended to clarify its definition.

GAC 33 48 CG (12/07) Legal Liability to Participants – Independent Club Event Liability (replaces 07/03 edition)

Editorial formatting changes. Section B. 2. a. has been amended to include exclusion q. to follow the ISO 2007 changes. Section B. 2. d. has been revised to include the word Exclusions to better reference section being amended. Reference to the word paragraph has been included before various designators. Definition of Participant has been amended to clarify its definition.

GAC 33 57 CG (12/07) Additional Insured – Charitable Institutions, Unincorporated Associations or Non-Profit Associations (replaces 01/02 edition)

Revised paragraph designator to better reference section being amended. Now adds paragraph e. and f. in lieu of 1. and 2.

GAC 33 63 CG (12/07) Fireworks Scheduled Coverage (replaces 07/03 edition)

Section 2. a. has been revised to track with the ISO 2007 changes to paragraph designator 4. b.(1)(a)(v) in lieu of 4. b.(1)(e). Quotation marks have been added to the word fireworks to indicate that it is a defined word.

GAC 33 64 CG (12/07) Limited Fireworks Coverage (replaces 07/03 edition)

Section 2. a. has been revised to track with the ISO 2007 changes to paragraph designator 4. b.(1)(a)(v) in lieu of 4. b.(1)(e). Quotation marks have been added to the word fireworks to indicate that it is a defined word.

GAC 33 65 CG (12/07) Limited Amusement Device Coverage (replaces 01/02 edition)

Section 2. has been revised to track with the ISO 2007 changes to paragraph designator 4. b.(1)(a)(v) in lieu of 4. b.(1)(e). Quotation marks have been added to the word amusement devices to indicate that it is a defined word.

GAC 33 68 CG (12/07) Deletion – Co-Employee Exclusion (replaces 01/02 edition)

Editorial formatting changes. Endorsement has been amended to clarify our intent that exclusion does not apply if “bodily injury” to an “employee”.

GAC 33 69 CG (12/07) Amendment of Other Insurance Condition (replaces 04/07 edition)

Form has been revised to track with the ISO 2007 changes to paragraph designators.

GAC 33 77 CG (12/07) Owners and Sponsors Policy (replaces 07/03 edition)

Editorial formatting changes. Section A. 5. has been added to clarify that the exclusion applies to the use of carts, all terrain vehicles or scooters during a “covered program.” The form is being amended to clarify our intent to add only “competition vehicles” as an exception to exclusion g. and h.

GAC 33 78 CG (12/07) Power Boat Racing Liability Insurance (replaces 07/03 edition)

Editorial formatting changes. Definition of Participant has been amended to clarify its definition.

GAC 33 79 CG (12/07) Member Liability Insurance (replaces 07/03 edition)

Editorial formatting changes. Definition of Participant has been amended to clarify its definition.

GAC 33 80 CG (12/07) Sledowners Liability Insurance (replaces 07/03 edition)

Editorial formatting changes. Definition of Participant has been amended to clarify its definition.

GAC 33 81 CG (12/07) Promoter Liability Insurance (replaces 07/03 edition)

Editorial formatting changes. Definition of Participant has been amended to clarify its definition.

GAC 33 91 CG (12/07) Broad Worldwide Coverage (replaces 07/03 edition)

Editorial formatting changes. Paragraph c. has been amended to include the word “other”. Reference to the word paragraph has been included before various designators.

GAC 35 41 CG (12/07) Owners and Sponsors Legal Liability to Participants (replaces 07/03 edition)

Editorial formatting changes. Section B. 2. a. has been amended to include exclusion q. to follow the ISO 2007 changes. Section B. 2. b. has been amended by including the word sub-contractor, it was our original intent. Section B. 2. e. has been amended by adding the word Exclusions to better reference the section being amended. Reference to the word paragraph has been included before various designators. Definition of Participant has been amended to clarify its definition.

GAC 35 42 CG (12/07) Legal Liability to Participants – Power Boat Racing (replaces 07/03 edition)

Editorial formatting changes. Section B. 2. a. has been amended to include exclusion q. to follow the ISO 2007 changes. Section B. 2. d. has been amended by adding the word Exclusion to better reference the section being amended. Reference to the word

paragraph has been included before various designators. Definition of Participant has been amended to clarify its definition.

GAC 35 43 CG (12/07) Legal Liability to Participants – Member Liability (replaces 07/03 edition)

Editorial formatting changes. Section B. 2. a. has been amended to include exclusion q. to follow the ISO 2007 changes. Reference to the word paragraph has been included before various designators. Definition of Participant has been amended to clarify its definition.

GAC 35 44 CG (12/07) Legal Liability to Participants – Sledowners Liability (replaces 07/03 edition)

Editorial formatting changes. Section B. 2. a. has been amended to include exclusion q. to follow the ISO 2007 changes. Reference to the word paragraph has been included before various designators. Definition of Participant has been amended to clarify its definition.

GAC 35 45 CG (12/07) Legal Liability to Participants – Promoter Liability (replaces 07/03 edition)

Editorial formatting changes. Section B. 2. a. has been amended to include exclusion q. to follow the ISO 2007 changes. Reference to the word paragraph has been included before various designators. Definition of Participant has been amended to clarify its definition.

GAC 35 54 CG (12/07) Temporary Circuit – Property Exclusion (replaces 07/03 edition)

Editorial revision to clarify what part of the Commercial General Liability Coverage Form the exclusion is being added to.

GAC 35 65 CG (12/07) Professional Liability Coverage for Sports or Fitness Activities (replaces 07/03 edition)

Editorial formatting changes. Section D. 2. a. has been amended to include exclusion q. to follow the ISO 2007 changes. Reference to the word paragraph has been included before various designators.

GAC 35 74 CG (12/07) Exclusion – Media & Internet Type Businesses (replaces 07/03 edition)

Editorial formatting changes. Title of this endorsement has been amended by removing the word Entertainment to follow the ISO 2007 changes. Section C. has been amended by removing the word Entertainment to follow the ISO 2007 changes.

GAC 35 77 CG (12/07) National Hot Rod Association Amendatory Endorsement (replaces 07/03 edition)

Correction to title of form to read Amendatory in lieu of Amendmentary.

GAC 35 81 CG (12/07) Limitation of Coverage – Insuring Agreements (replaces 07/03 edition)

Editorial revision to clarify what part of the Commercial General Liability Coverage Form is being amended.

GAC 35 95 CG (12/07) Limitation of Coverage Leased Facility Property Damage (replaces 07/03 edition)

Editorial revision to clarify what part of the Commercial General Liability Coverage Form is being amended.

GAC 36 01 CG (12/07) Commercial General Liability Broadened Coverage (replaces 04/07 edition)

Editorial formatting changes. Section E. has been amended to reference the correct paragraph being amended. Section I. d. has been revised to track with the ISO 2007 changes to paragraph designator b.(1)(a)(ii) in lieu of (1)(b). Reference to the word paragraph has been included before various designators.

GAI 32 18 Data Processing Coverage (replaces 01/87 edition)

Editorial correction to alphabetical order of paragraphs in Section II B. 2. on page 6 and 7.

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">New Business</td> <td></td> </tr> <tr> <td>Renewal Business</td> <td></td> </tr> </table> f. State Filing #: g. SERFF Filing #: h. Subject Codes	New Business		Renewal Business	
New Business					
Renewal Business					

3. Group Name	Group NAIC #
Great American Insurance Group	084

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Great American Assurance Company	Ohio	26344	15-6020948	

5. Company Tracking Number	PK-AR-0809-SLFF
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Christie M. Mayes, AFIS	Sr. Product Analyst	513-412-3963	513-333-6996	cmayes@gaic.com
	49 East 4 th Street, Cincinnati, OH 45202				

7. Signature of authorized filer	
8. Please print name of authorized filer	Christie Mayes

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	05.0 CMP Liability and Non-Liability
10. Sub-Type of Insurance (Sub-TOI)	05.0003 Commercial Package
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Sports and Leisure Program
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 11/01/2008 Renewal: 11/01/2008

These pages are informational only and do not need to be submitted with your filings!

Notes for Uniform Property & Casualty Transmittal Document

DESCRIPTION OF ITEMS IN THE PROPERTY AND CASUALTY TRANSMITTAL DOCUMENT

- 1. Reserved for Insurance Dept. Use Only**—this section is for anything the Dept. wishes to capture—such as date stamps, approval stamps, check routing numbers, accounting codes, etc.
- 2. Insurance Department Use Only Box:** Includes the following information: (It is up to the state to determine which, if any, of this info they wish to record—or it may be recorded in #1 box with stamps (for example))
 - a. Date the filing is received by the Insurance Dept.**
 - b. Analyst**—lead analyst who reviewed the filing and assigns final disposition
 - c. Disposition**—this is the disposition that the Dept. assigns—authorized, approved, filed, withdrawn, disapproved, informational only, etc.
 - d. Date of Disposition of the filing**—date filing is finished
 - e. Effective Date of the Filing**—date the filing goes into effect. This date may vary by state—it might be the “approval” date in some states. It might be the implementation date in some states. It might be the received date in some states. The Dept. should use the date that is applicable in their state.
 - f. State Filing #:** The number the state assigns to the filing (if applicable).
 - g. SERFF Filing #:** Some states may use SERFF to track paper filings and will use that SERFF assigned number.
 - h. Subject Codes** – This field is intended to capture one or more Subject Codes for states to track particular attributes of a filing, such as mold exclusions. The codes or terms used would be variable by state.
- 3. Group Name and Group NAIC #** as assigned by NAIC.
- 4. Company Name(s), State of Domicile, NAIC #, FEIN#, State #:** Every company to which this filing applies must be listed and the company information must be supplied, with the exception of the State # (the company specific code) if not available or not required by the filing jurisdiction. A filing that lists a group without supplying company info will not be accepted in most states.
- 5. Company Tracking Number:** The filing number assigned by the insurance company, if any.
- 6. Contact Info of Filer or Corporate Officer:** The company should supply the information on the person the state should contact if there is a question/problem with the filing. If there is more than one person (perhaps, one for rates, one for forms) then both should be listed.
- 7. Signature of authorized filer:** Some states require a signature of the authorized filer. If the filer is third party, a letter of authorization from the insurer must be submitted according to state requirements.
- 8. Please print name of authorized filer:** So we can decipher #7 above!
- 9. Type of Insurance (TOI):** Refer to Uniform Property & Casualty Product Coding Matrix. This corresponds to the column entitled “SERFF Type of Insurance” and roughly corresponds to the annual statement line of business.
- 10. Sub-type of Insurance (Sub-TOI):** Refer to Uniform Property & Casualty Product Coding Matrix). This corresponds to the column entitled “SERFF Sub-Type of Insurance”.
- 11. State Specific Product code(s):** See State Specific Requirements for these codes
- 12. Company Program Title:** Marketing title, if applicable.
- 13. Filing Type:** Choices are Rate/Loss Cost; Rules; Rates/Rules; Forms; Withdrawal; Other.

14. Effective Date Requested: This is the effective date the company requested when they made the filing. It is not necessarily the date the filing officially becomes effective. This is also where the company can indicate the different effective dates for new or renewal business.

15. Reference Filing: Yes/No

16. Reference Organization (if applicable): The name of the advisory organization—i.e. ISO, NCCI, AAIS, etc. or an Insurance Company name if “me too filing” is permitted. Some states allow companies to reference another company’s filing. A “me too” filing is when one company adopts another company’s filing. Usually they are not part of the same group. You should check with each state to determine their rules on these filings. If permitted, use this area to indicate either an advisory organization name or “me too” company name.

17. Reference Organization Number & Title (if applicable): This is the unique number that the reference organization gives to the filing. It is generally not the same number as the circular number.

18. Company’s Date of filing: The date the company sends the filing.

19. Status of filing in domicile: Place for the company to show if filing has been filed in domicile and its status.

20. This filing transmittal is part of Company Tracking #: This ties all of the pages of the transmittal to the same filing. It is helpful for the state.

21. Filing Description: This area can be used in lieu of a cover letter or filing memorandum and is free-form text.

22. Filing Fees: Please refer to each state’s checklist for additional state specific requirements or instructions on calculating fees.