



REEL MEDIA, LLC

---

**Correspondent** here certifies that insurance described herein has been by effected with HDI Global Specialty SE.

**This Policy** is issued in accordance with the limited authorization granted to the Correspondent by HDI Global Specialty SE from the office of the said Correspondent (such Underwriters being hereinafter called "Underwriters") and in consideration of the premium specified herein, Underwriters hereby bind themselves severally and not jointly, each for his own part and not one for another, their Executors and Administrators.

**The Assured** is requested to read this Certificate, and if it is not correct, return it immediately to the Correspondent for appropriate alteration.

All inquiries regarding this Certificate should be addressed to the following Correspondent:

Reel Media, LLC  
3400 West Olive Avenue, Suite 320  
Burbank, California 91505

## **NOTICE TO POLICYHOLDER**

**Notice to Policyholder: This contract is issued, pursuant to Section 445 of the Illinois Insurance Code, by a company not authorized and licensed to transact business in Illinois and as such is not covered by the Illinois Insurance Guaranty Fund.**

**Signature:**



**Name: Marc Idelson**

**License No.: 400091**

## CERTIFICATE PROVISIONS

- 1. Signature Required.** This Certificate shall not be valid unless signed by the Correspondent on the attached Declaration Page.
- 2. Correspondent Not Insurer.** The Correspondent is not an Insurer of the insurance described herein and neither is nor shall be liable for any loss or claim whatsoever.
- 3. Cancellation.** If the insurance described herein provides for cancellation and if said insurance is cancelled after the inception date, earned premium must be paid for the time the insurance has been in force.
- 4. Service of Suit Clause.** This Service of Suit Clause will not be read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within this Certificate. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance (or reinsurance).

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured (or Reinsured), will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or any State in the United States.

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

Mendes & Mount, LLP  
750 Seventh Avenue  
New York, New York 10019, U.S.A

And that in any suit instituted against any one of them upon this contact, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured (or Reinsured) to give a written undertaking to the Insured (or Reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

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

- 5. Assignment.** The insurance described herein shall not be assigned either in whole or in part without the written consent of the Correspondent endorsed hereon.
- 6. Attached Conditions Incorporated.** The insurance described in this Certificate is subject to all provisions, conditions and warranties set forth herein, attached, or endorsed, all of which are to be considered incorporated herein as further descriptive of the insurance the placement of which is evidenced by this Certificate.
- 7. Short Rate Cancellation.** If the attached provisions provide for cancellation, the table below will be used to calculate the short rate proportion of the premium when applicable under the terms of cancellation. Premiums for cancellations pursuant to Paragraph 7 of the Notice on page 2 of this Certificate will be prorated.

**Short Rate Cancellation Table For Term of One Year.**

Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium	Days Insurance in Force	Per Cent of one year Premium
1 .....	5%	66 - 69 .....	29%	154 - 156 .....	53%	256 - 260 .....	77%
2 .....	6	70 - 73 .....	30	157 - 160 .....	54	261 - 264 .....	78
3 - 4 .....	7	74 - 76 .....	31	161 - 164 .....	55	265 - 269 .....	79
5 - 6 .....	8	77 - 80 .....	32	165 - 167 .....	56	270 - 273 ( 9 mos ) .....	80
7 - 8 .....	9	81 - 83 .....	33	168 - 171 .....	57	274 - 278 .....	81
9 - 10 .....	10	84 - 87 .....	34	172 - 175 .....	58	279 - 282 .....	82
11 - 12 .....	11	88 - 91 ( 3 mos ) .....	35	176 - 178 .....	59	283 - 287 .....	83
13 - 14 .....	12	92 - 94 .....	36	179 - 182 ( 6 mos ) .....	60	288 - 291 .....	84
15 - 16 .....	13	95 - 98 .....	37	183 - 187 .....	61	292 - 296 .....	85
17 - 18 .....	14	99 - 102 .....	38	188 - 191 .....	62	297 - 301 .....	86
19 - 20 .....	15	103 - 105 .....	39	192 - 196 .....	63	302 - 305 ( 10 mos ) .....	87
21 - 22 .....	16	106 - 109 .....	40	197 - 200 .....	64	306 - 310 .....	88
23 - 25 .....	17	110 - 113 .....	41	201 - 205 .....	65	311 - 314 .....	89
26 - 29 .....	18	114 - 116 .....	42	206 - 209 .....	66	315 - 319 .....	90
30 - 32 ( 1 mos ) .....	19	117 - 120 .....	43	210 - 214 ( 7 mos ) .....	67	320 - 323 .....	91
33 - 36 .....	20	121 - 124 ( 4 mos ) .....	44	215 - 218 .....	68	324 - 328 .....	92
37 - 40 .....	21	125 - 127 .....	45	219 - 223 .....	69	329 - 332 .....	93
41 - 43 .....	22	128 - 131 .....	46	224 - 228 .....	70	333 - 337 ( 11 mos ) .....	94
44 - 47 .....	23	132 - 135 .....	47	229 - 232 .....	71	338 - 342 .....	95
48 - 51 .....	24	136 - 138 .....	48	233 - 237 .....	72	343 - 346 .....	96
52 - 54 .....	25	139 - 142 .....	49	238 - 241 .....	73	347 - 351 .....	97
55 - 58 .....	26	143 - 146 .....	50	242 - 246 ( 8 mos ) .....	74	352 - 355 .....	98
59 - 62 ( 2 mos ) .....	27	147 - 149 .....	51	247 - 250 .....	75	356 - 360 .....	99
63 - 65 .....	28	150 - 153 ( 5 mos ) .....	52	251 - 255 .....	76	361 - 365 ( 12 mos ) .....	100

Rules applicable to insurance with terms less than or more than one year:

- A. If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for insurance written for a term of one year.
- B. If insurance has been in force for more than one year:
  - 1. Determine full annual premium as for insurance written for a term of one year.
  - 2. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the policy was written.
  - 3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.

## SCHEDULE [DECLARATIONS PAGE]

This Certificate comprises a Certificate Jacket, the Schedule [Declarations Page], Wording and all other provisions, conditions and warranties attached and any endorsements issued.

Binding Authority Reference Number : 22REM0037

Previous No.: HDGL003700599

Certificate No.: HDGL003700826

### COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

#### 1. Name and address of the Insured:

Named Insured: Sports & Special Risk Group Liability Insurance Trust and its Member Organizations by Certificate

Mailing Address: 250 E. Illinois Rd

Lake Forest

IL

60045

#### 2. Policy Period:

Effective from 01/19/2023 to 01/19/2024

both days at 12:01 A.M. local standard time at your Mailing Address shown above

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

#### 3. Limits of Insurance:

General Aggregate	\$ 3,000,000	
Products-Completed Operations Aggregate Limit	\$ 1,000,000	Any One Person or Organization
Personal and Advertising Injury Limit	\$ 1,000,000	
Each Occurrence Limit	\$ 1,000,000	
Damage to Premises Rented to You Limit	\$ 300,000	Any One Premises
Medical Expense Limit	\$ Not Covered	Any One Person

#### 4. Deductible:

Deductible: See Form CG 03 00 01 96

#### 5. Form of Business:

- ☐ Individual    ☐ Partnership or Joint Venture    ☐ Trust    ☐ Limited Liability Company  
☒ Organization, including a Corporation (other than a partnership, joint venture or limited liability company)

#### Business Description:

Master Sports Program

#### Location of All Premises You Own, Rent or Occupy:

See Schedule Attached

6. **Classification and Premium**

Loc	Classification	Premium Basis	Rate		Premium
			Factor	Exposure	
	See RMGL 03 03 02 18				
				Premium	\$1,000.00
		TRIPRA		\$	10.00
		Surplus Lines Tax		\$	35.00
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
		Total Payable at Inception		\$	1,045.00

7. **Wording and additional Forms attached hereto and any special conditions:**

See Attached Policy Form Schedule RMGL 03 04 02 18

8. **Service of Suit may be made upon:**

Mendes & Mount, LLP  
750 Seventh Avenue  
New York, New York 10019, U.S.A.

9. **In the event that you wish to make a claim under this Certificate, please notify the following:**

Reel Media, LLC  
3400 W. Olive Ave, Suite 320  
Burbank, California 91505  
Or  
Email: reportclaims@reelmedia.com

10. **Insuring Company:** HDI Global Specialty SE

**Dated** 02/16/2023

**Signed by**



Coverholder

Name and address of the Coverholder:

Reel Media Insurance Services, LLC.  
3400 West Olive Avenue, Suite 320  
Burbank, CA 91505-5409



REEL MEDIA, LLC

This Certificate is only valid if it bears the signature of the Coverholder, on behalf of HDI Global Specialty SE

## Policy Forms Schedule - RMGL 03 04 02 18

### POLICYHOLDER NOTICES

IL-SL-01	0218	Illinois Notice To Policyholder
----------	------	---------------------------------

### ADDITIONAL

H NMA2868	0420	HDI Certificate Jacket
RMGL 03 01	04 20	Commercial General Liability Coverage
RMGL 03 04	02 18	Declarations - Occurrence
RMGL 03 03	02 18	Policy Forms Schedule
RMGL 03 05	02 18	Classification and Premium Schedule
IL 00 17	11 98	Schedule of Locations
CG 00 01	04 13	Common Policy Conditions
RMGL 73 13	03 21	Commercial General Liability Coverage Form
		Amendment of Personal and Advertising
		Definition
RMGL 03 09	02 18	Manuscript Endorsement
CG 03 00	01 96	Deductible Liability Insurance
RMGL 73 03	03 21	Certified Trainers Professional Liability
RMGL 73 08	03 21	Hired and Non-Owned Auto Liability
RMGL 73 14	03 21	Legal Liability to Sports Participants
		Coverage
RMGL 73 15	10 22	Sexual Abuse Liability Coverage
CG 20 11	04 13	Additional Insured - Managers or Lessors of
		Premises
CG 20 12	04 13	Additional Insured - State or Political
		Subdivisions
CG 20 26	04 13	Additional Insured - Designated Person or
		Organization
CG 24 04	05 09	Waiver of Transfer of Rights of Recovery
		Against Others to Us
CG 02 00	12 07	Illinois Changes - Cancellation and
		Nonrenewal
IL 01 47	09 11	Illinois Changes - Civil Union Endorsement
NMA1998	04 86	Services of Suit Clause (U.S.A.)
NMA2463	0292	Illinois Cancellation and Nonrenewal Clause
CG 00 61	09 99	Amendment of Insuring Agreement - Known
		Injury or Damage
IL 00 03	09 08	Calculation of Premium
RMGL 15 03	08 18	25% Minimum Earned Premium Endorsement
RMGL 15 15	05 20	Minimum and Deposit Premium
RMGL 15 50	02 18	Amendment - Primary and Non-Contributory
RMGL 15 52	02 18	Reporting Endorsement
RMGL 15 56	10 18	Master Policy Amendatory
RMGL 73 16	03 22	Release and Waiver Condition
LMA 5021	09 05	Applicable Law USA
NMA 1331	0461	Cancellation Clause
CG 21 44	04 17	Limitation of Coverage to Designated
		Premises, Project or Operation
RMGL 35 01	02 18	Limitation - Anti-Stacking
CG 00 67	03 05	Exclusion - Violation of Statutes That
		Govern E-Mails, Fax, Phone Calls or Other
		Methods of Sending Material or Information
CG 21 06	05 14	Exclusion - Access Or Disclosure Of
		Confidential Or Personal Information And
		Data-related Liability - With Limited Bodily
		Injury Exception Endorsement
CG 21 09	06 15	Exclusion - Unmanned Aircraft
CG 21 32	05 09	Communicable Disease Exclusion
CG 21 35	10 01	Exclusion Coverage C - Medical Payments

## Policy Forms Schedule - RMGL 03 04 02 18

---

CG 21 41	11 85	Exclusion Intercompany Products Suits
CG 21 47	12 07	Employment-Related Practices Exclusion
RMGL 26 10	12 22	Exclusion - Designated Activities or Operations
CG 21 96	03 05	Silica or Silica-Related Dust Exclusion
RMGL 25 01	02 18	Absolute Abuse or Molestation Exclusion
RMGL 25 02	02 18	Absolute Aircraft Exclusion
RMGL 25 03	02 18	Absolute Animal Exclusion
RMGL 25 04	02 18	Absolute Asbestos Exclusion
RMGL 25 05	02 18	Absolute Assault and Battery Exclusion
RMGL 25 07	02 18	Absolute Lead Poisoning Lead Contamination Exclusion
RMGL 25 09	02 18	Absolute Professional Services Exclusion
RMGL 25 17	02 18	Exclusion - Collapse of Temporary Structures
RMGL 25 18	02 18	Exclusion - Cross Suits
RMGL 25 21	02 18	Exclusion - Fireworks & Pyrotechnics
RMGL 73 04	06 21	Exclusion- Amateur Sports - Camping and Overnight Exposures
RMGN 2501	02 18	Nuclear, Chemical and Biological Exclusion
IICH2016 (SLEX)	00 00	Sanction and Limitation Exclusion Clause
NMA 464	00 00	War and Civil War Exclusion Clause
LMA 5389	01 20	U.S Terrorism Risk Insurance Act of 2002 as amended New and Renewal
CG 21 71	01 15	Exclusion of Other Acts of Terrorism Committed Outside the United States: Cap on Losses from Certified Acts of Terrorism
CG 21 76	01 15	Exclusion Of Punitive Damages Related To A Certified Act Of Terrorism
HGS PN	11 20	Privacy Policy Statement



This Endorsement changes the Policy. Please read it carefully.

## Classification and Premium Schedule - RMGL 03 03 02 18

## Policy Amendment – Commercial General Liability

This endorsement is made part of this policy at time of issuance.

Section 6. Classification and Premium includes the additional items shown in the Schedule below.

[illegible]

Minimum and Advance Deposit Premium: \$1,000.00

This Endorsement changes the Policy. Please read it carefully.

## **Schedule of Locations - RMGL 03 05 02 18**

---

<b><u>Location No.</u></b>	<b><u>Address</u></b>
001	250 E. Illinois Rd, Lake Forest, IL 60045

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

# COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

## SECTION I – COVERAGES

### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

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

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

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

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

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

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

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

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

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

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

### e. Employer's Liability

"Bodily injury" to:

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

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

**f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
  - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
    - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
    - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
  - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
  - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
    - (i) Any insured; or
    - (ii) Any person or organization for whom you may be legally responsible; or
  - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
    - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
    - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
  - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

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

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

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

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

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

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

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

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

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

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

#### **k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

#### **l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

#### **m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

#### **n. Recall Of Products, Work Or Impaired Property**

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

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

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

#### **o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

#### **p. Electronic Data**

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

However, this exclusion does not apply to liability for damages because of "bodily injury".

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

#### **q. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or



- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

## **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement**

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

- (1) The amount we will pay for damages 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 Coverages A or B or medical expenses under Coverage C.

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

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

### **2. Exclusions**

This insurance does not apply to:

#### **a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

#### **b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

#### **c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

#### **d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

#### **e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

#### **f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

#### **g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

#### **h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**j. Insureds In Media And Internet Type Businesses**

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

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

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

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-related**

Any loss, cost or expense arising out of any:

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

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

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

**p. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

## **COVERAGE C – MEDICAL PAYMENTS**

### **1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:

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

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

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

### **2. Exclusions**

We will not pay expenses for "bodily injury":

#### **a. Any Insured**

To any insured, except "volunteer workers".

#### **b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

#### **c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

### **d. Workers' Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

### **e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

### **f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

### **g. Coverage A Exclusions**

Excluded under Coverage A.

## **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

1. 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. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2.** If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

  - a.** The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b.** This insurance applies to such liability assumed by the insured;
  - c.** The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - d.** The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
  - e.** The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
  - f.** The indemnitee:

    - (1)** Agrees in writing to:

      - (a)** Cooperate with us in the investigation, settlement or defense of the "suit";
      - (b)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
      - (c)** Notify any other insurer whose coverage is available to the indemnitee; and
      - (d)** Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
    - (2)** Provides us with written authorization to:

      - (a)** Obtain records and other information related to the "suit"; and
      - (b)** Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

## **SECTION II – WHO IS AN INSURED**

- 1.** If you are designated in the Declarations as:

  - a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

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

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

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

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

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

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

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage **A**; and
  - b. Medical expenses under Coverage **C**
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

##### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

##### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

##### **3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### 4. Other Insurance

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

##### a. Primary Insurance

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

##### b. Excess Insurance

(1) This insurance is excess over:

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

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

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

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

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

##### c. Method Of Sharing

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

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

#### 5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### 6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

#### **7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

#### **8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### **9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

### **SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.



**9. "Insured contract" means:**

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

**10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".**

**11. "Loading or unloading" means the handling of property:**

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

**12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:**

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1)** Power cranes, shovels, loaders, diggers or drills; or
  - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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

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

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

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

**14.** "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

**15.** "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**16.** "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
  - (a) When all of the work called for in your contract has been completed.
  - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
  - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

**17.** "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

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

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

**18.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**19.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

**20.** "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**21.** "Your product":

**a.** Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a)** You;
  - (b)** Others trading under your name; or
  - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**b.** Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

**c.** Does not include vending machines or other property rented to or located for the use of others but not sold.

**22.** "Your work":

**a.** Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

**b.** Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

This Endorsement changes the Policy. Please read it carefully.

## **Amendment of Personal and Advertising Injury Definition - RMGL 73 13 03 21**

Policy Amendment – Commercial General Liability

---

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- I. Under **SECTION V – DEFINITIONS, paragraph 14.** the following items are deleted:
  - 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".
- II. This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

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

## DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Coverage	SCHEDULE	
	Amount and Basis of Deductible PER CLAIM	or PER OCCURRENCE
Bodily Injury Liability OR	\$	\$
Property Damage Liability OR	\$	\$ 500
Bodily Injury Liability and/or Property Damage Liability Combined	\$	\$

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

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

- A.** Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
- B.** You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
- 1. PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
    - a.** Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
    - b.** Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
    - c.** Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
      - (1)** "Bodily injury";
      - (2)** "Property damage"; or
      - (3)** "Bodily injury" and "property damage" combined
- as the result of any one "occurrence".
- If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.
- With respect to "property damage", person includes an organization.

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

- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
- b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
- c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
  - (1) "Bodily injury";
  - (2) "Property damage"; or
  - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

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

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

apply irrespective of the application of the deductible amount.

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

This Endorsement changes the Policy. Please read it carefully.

## Certified Trainers Professional Liability – RMGL 73 03 03 21

Policy Amendment – Commercial General Liability

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

##### Limits of Insurance

Each "wrongful act" Limit	\$0	<i>unless higher limits have been purchased as evidenced by the issued Certificate of Liability Insurance and the premium charged and/or paid.</i>
Deductible	\$ Nil	each and every "wrongful act"

- I. Subparagraphs **1.a.(2)** of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** and **1.a.(2)** of **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY (SECTION I - COVERAGES)** are deleted in their entirety and replaced with the following:

- (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 any individual coverages available under this policy.

- II. The following exclusions are added to the policy and are applicable to "bodily injury" and "property damage" under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES)** and "personal and advertising injury" under **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY (SECTION I - COVERAGES)**:

This insurance does not apply to:

1. any claim or "suit" for which coverage is provided under **COVERAGE - CERTIFIED TRAINERS PROFESSIONAL LIABILITY COVERAGE**;
2. any claim or "suit" arising out of the rendering of or failure to render professional services of any kind or description, or any act, error, omission, malpractice, or mistake of a professional nature committed by you or on your behalf in the conduct of your business.

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

#### **COVERAGE - CERTIFIED TRAINERS PROFESSIONAL LIABILITY COVERAGE**

##### **1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of a "wrongful act" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages.

However, we will have no duty to defend the insured against any suit seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "wrongful act" and settle any claim or "suit" that may result. But:

- (2) the amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**; and
- (3) 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 any individual coverage available under this policy.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A and B**.

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

- (1) the "bodily injury" or "property damage" arises out of a "wrongful act";
- (2) the "bodily injury" or "property damage" is caused by a "wrongful act" that takes place in the "coverage territory";
- (3) the "bodily injury" or "property damage" occurs during the policy period; and
- (4) prior to the policy period, no insured listed under **Paragraph 1. of SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of a "wrongful act" or claim, knew that the "bodily injury" or "property damage" arising out of "wrongful act" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" that occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under **Paragraph 1. of SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of a "wrongful act" or claim, includes any continuation, change, or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under **Paragraph 1. of SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of a "wrongful act" or claim:

- (1) reports all or any part of the "bodily injury" or "property damage" to us or any other insurer;
- (2) receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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

## 2. Exclusions

This insurance does not apply to:

### a. Intentional, Dishonest, Fraudulent, Criminal, or Malicious Act

"Bodily injury" or "property damage" based upon, arising out of, caused by, connected to, related to, or in any way involving, actually or allegedly, directly or indirectly, logically or causally, in whole or in part, to any intentional, dishonest, fraudulent, criminal, or malicious act, error, or omission committed by any insured, including the willful or reckless violation of any statute.



**b. Failure to Render Services in Accordance with Law**

"Bodily injury" or "property damage" based upon, arising out of, caused by, connected to, related to, or in any way involving, actually or allegedly, directly or indirectly, logically or causally, in whole or in part, to services rendered or preparations, products, apparatus, or other equipment used in violation of any federal, state, municipal, or other local law, rule, or regulation.

**c. Treatment without a License**

"Bodily injury" or "property damage" arising out of the rendering of any service or treatment without a license if the law requires a license to perform the service or treatment, your failure to affirmatively determine if any insured has obtained such license, or any services rendered by a person under the age of 16.

**d. Specific Treatments or Procedures**

"Bodily injury" or "property damage" based upon, arising out of, caused by, connected to, related to, or in any way involving, actually or allegedly, directly or indirectly, logically or causally, in whole or in part, to the following treatments or procedures:

- (1) "professional healthcare services";
- (2) providing instruction, access, rental, or use of any equipment or facilities for scuba diving, bungee cord diving, hang gliding, parachuting, or parasailing;
- (3) acupuncture;
- (4) chiropody; or
- (5) nutritional counseling.

**e. Specific Professional Services**

Any act, error, omission, malpractice, or mistake in the rendering or failure to render professional services by any attorney, architect, engineer, accountant, real estate manager, real estate advisor, real estate agent, investment advisor, or investment professional.

**f. Coverage Provided Under Coverages A or B**

Any claim or "suit" for which coverage is provided under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** or **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** of this policy.

All Exclusions pertaining to "bodily injury" and "property damage" under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and "personal and advertising injury" under **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** shall apply equally to "bodily injury" and "property damage" under this **COVERAGE – CERTIFIED TRAINERS PROFESSIONAL LIABILITY COVERAGE**, except **Exclusions II.1. and II.2.** on page 1 of this Certified Trainers Professional Liability Endorsement, which do not apply to **COVERAGE - CERTIFIED TRAINERS LIABILITY COVERAGE**.

IV. Coverage provided under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is amended to include Certified Trainers Professional Liability Coverage.

V. **Subparagraph 1.** of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced with the following:

The Limits of Insurance shown in the Declarations and in the Schedule of the Certified Trainers Professional Liability Coverage Endorsement along with the rules below fix the most we will pay regardless of the number of:

- a. insureds;

- b. claims made or "suits" brought;
  - c. persons or organizations making claims or bringing "suits"; or
  - d. "wrongful acts".
- VI. With respect to coverage provided by this Certified Trainers Professional Liability Coverage Endorsement, **SECTION III – LIMITS OF INSURANCE** is amended as follows:
- a. The following is added to Paragraph 2.:

Damages under **Coverage – Certified Trainers Professional Liability**

- VII. The following Paragraphs are added to **SECTION III – LIMITS OF INSURANCE** as follows:

1. Subject to Paragraph 2., above, the Each Wrongful Act Limit shown in the Schedule of this Certified Trainers Professional Liability Coverage Endorsement is the most we will pay for all damages arising out of a single "wrongful act" under **Coverage – Certified Professional Trainers**.
2. The Deductible, if applicable, shown in the Schedule of this Certified Trainers Professional Liability Coverage Endorsement applies to each and "every "wrongful act" and shall be paid by you. The Deductible is included within and reduces the applicable limit of insurance. The Deductible shall be applied to the payment of judgments, settlements, and or Supplementary Payments under **Coverage A and B**.
3. We may advance payment of part or all of the Deductible amount and upon notification of such payment made, you must promptly reimburse us for the Deductible amounts advanced by us.

All "wrongful acts" resulting from related or interrelated "wrongful acts" will be deemed to be a single "wrongful act", and such single "wrongful act" will be deemed to have occurred at the time of the first "wrongful act".

- VIII. **Subparagraph a. of Paragraph 2. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted and replaced with the following:

2. Duties in the Event of a "Wrongful Act", Occurrence, Offense, Claim, or Suit
  - a. You must see to it that we are notified as soon as practicable of a "wrongful act", "occurrence", or offense that may result in a claim. To the extent possible, notice should include:
    - (1) how, when, and where the "wrongful act", "occurrence", or offense took place;
    - (2) the names and addresses of any insured persons and witnesses; and
    - (3) nature and location of any injury or damage arising out of the "wrongful act", "occurrence", or offense.

- IX. With respect to this endorsement only, **Paragraph 4. Other Insurance** of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted in its entirety and replaced with the following.

Insurance provided by **CERTIFIED TRAINERS PROFESSIONAL LIABILITY COVERAGE** shall be excess over any other insurance provided to any insured, whether such insurance is provided on a primary, excess, contingent, or any other basis, unless such insurance is written to be specifically excess of this policy.

- X. **Paragraph 18. in SECTION V - DEFINITIONS** is deleted and replaced with the following:

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal and advertising injury", or a "wrongful act" to which this insurance applies is alleged. "Suit" includes:
- a. an arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. any other alternative dispute resolution proceeding, in which such damages are claimed and to which the insured submits with our consent.
- XI. In addition to the definitions in **SECTION V – DEFINITIONS**, which apply to **CERTIFIED TRAINERS PROFESSIONAL LIABILITY COVERAGE**, the following additional definitions apply to **CERTIFIED TRAINERS PROFESSIONAL LIABILITY COVERAGE** only, and with respect to **CERTIFIED TRAINERS PROFESSIONAL LIABILITY COVERAGE**, supersede any similar definitions in the policy:
1. "Certified trainer" means an instructor, coach, or official who:
    - a. has completed an educational training program;
    - b. holds a current certification; and
    - c. supports an athletic program sponsored by you by training, instructing, or coaching.
  2. "Professional health care services" means:
    - a. medical, optometric, psychiatric, chiropractic, veterinary, psychological, surgical, dental, x-ray, physical therapy, or nursing service or treatment, or the furnishing of food or beverages in connection therewith; or
    - b. the furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
  3. "Wrongful act" means any act, error, or omission in the rendering or failure to render services an insured provides to its customers as a "certified trainer".
- XII. This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

This Endorsement changes the Policy. Please read it carefully.

## Hired and Non-Owned Auto Liability - RMGL 73 08 03 21

Policy Amendment – Commercial General Liability

---

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### SCHEDULE

Insurance is provided only with respect to those coverages for which a specific Limit of Insured and premium charge is shown:

#### Limit of Insurance

Hired and Non-Owned Auto Liability	\$0	<i>unless higher limits have been purchased as evidenced by the issued Certificate of Liability Insurance and the premium charged and/or paid.</i>
------------------------------------	-----	--

Premium: See RMGL 03 03 02 18

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement. If no such information appears in the Declarations, this endorsement shall not apply.)

#### A. HIRED AUTO LIABILITY

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

#### B. NON-OWNED AUTO LIABILITY

The insurance provided under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to "bodily injury" or "property damage" arising out of the use of a "non-owned auto" by any person other than you in the course of your business.

#### C. HIRED AUTO LIABILITY AND NON-OWNED AUTO LIABILITY EXCLUSIONS

With respect to the insurance provided by this endorsement:

1. Paragraph **2. Exclusions, paragraphs b., c., e., g., h., j., k., l., m. and n..** under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** do not apply.
2. The following exclusions are added to paragraph **2. Exclusions** under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

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

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract," provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

"Bodily injury" to:

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

This exclusion applies:

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

This exclusion does not apply to:

- (1) Liability assumed by the insured under and "insured contract"; or
- (2) "Bodily injury" to "domestic employees not entitled to workers compensation benefits."

"Property damage" to:

- (1) Property owned or being transported by, or rented, or loaned to the insured; or
- (2) Property in the care, custody, or control of the insured.

"Bodily injury" or "property damage" arising out of the transportation of "participants".

#### **D. WHO IS AN INSURED**

With respect to the insurance provided by this endorsement, **SECTION II – WHO IS AN INSURED** is deleted and replaced with the following:

1. Each of the following is an insured, but only to the extent set forth herein:
  - a. you;
  - b. any other person using a "hired auto" with your permission;
  - c. with respect to a "non-owned auto", any partner, or "executive officer" of yours, but only while such "non-owned auto" is being used in your business;
  - d. any other person or organization, but only with respect to their liability because of acts or omissions of an insured under paragraphs **a.**, **b.**, or **c.** above.
2. None of the following is an insured:
  - a. any person engaged in the business of his or her employer with respect to "bodily injury" to any co-employee of such person injured in the course of employment;
  - b. any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
  - c. any person while employed in or otherwise engaged in duties in connection with an "auto business" other than an "auto business" you operate;
  - d. the owner or lessee (of whom you are a sub-lessee) of a "hired auto" or the owner of "non-owned" auto" or any agent or "employee" of such owner or lessee;
  - e. any person or organization with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.

#### **E. LIMITS OF INSURANCE**

With respect to the insurance provided by this endorsement, **SECTION III – LIMITS OF INSURANCE** is deleted and replaced with the following:

##### **LIMITS OF INSURANCE**

Regardless of the number of "hired autos", "non-owned autos", insureds, premiums paid, claims made, or vehicles involved in the "occurrence", the most we will pay for all damages resulting from any one "occurrence" is the applicable Limit of Insurance shown in the Schedule of this endorsement or in the Declarations.

#### **F. DEFINITIONS**

With respect to the insurance provided by this endorsement:

**1. The following additional definitions apply in addition to the definitions set forth in SECTION V – DEFINITIONS:**

“Auto business” means the business or occupation of selling, repairing, servicing, storing, or parking “autos”.

“Hired auto” means any “auto” you lease, hire, or borrow. This does not include any “auto” you lease, hire, or borrow from any of your employees, your partners or your “executive officers”, or members of their households..

“Non-owned auto” means any “auto” you do not own, lease, hire, or borrow that is used in connection with your business. However, if you are a partnership, a “non-owned auto” does not include any “auto” owned by any partner.

“Participant” means any person who is instructing, supervising, training, observing, practicing for, participating in, or otherwise involved in any sports or athletic activity, contest, exhibition, event, conference or other entertainment you operate or sponsor.

**2. The following is added to the definition of “insured contract” set forth in SECTION V – DEFINITIONS:**

that part of any contract or agreement entered into as part of your business pertaining to the rental or lease of any “auto” by you or any of your “employees.” However, an “insured contract” does not include that part of any contract or agreement that obligates you or any of your “employees” to pay for “property damage” to any “auto” rented or leased by you or any of your “employees.”

**G. OTHER INSURANCE**

With respect to the insurance provided by this endorsement, paragraph 4. **OTHER INSURANCE** under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted and replaced with the following:

**OTHER INSURANCE**

The insurance provided by this endorsement is excess over any other insurance available to the insured.

**H. This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.**

## Legal Liability to Sports Participants Coverage - RMGL 73 14 03 21

Policy Amendment – Commercial General Liability

This endorsement modifies insurance under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

#### Coverage – Legal Liability to Sports “Participants”

#### Limits of Insurance

Per Occurrence	\$ 1,000,000
Deductible	\$ NIL

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

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

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

#### **COVERAGE – LIABILITY TO “PARTICIPANTS”**

##### **1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury” to any “participant”. 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 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 – Legal Liability to Sports “Participants”**.
- 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 BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2., Exclusions, Paragraphs a., b., c., d., e., f., g., h., i., and o.**

- b. Claim or “suits brought by one “participant” against another “participant”. However, this exclusion does not apply to claims or “suits” brought against you or any additional insureds that have been endorsed onto this policy.

**III. SUPPLEMENTARY PAYMENTS – COVERAGES A and B (SECTION I – COVERAGES)** is amended to include **LEGAL LIABILITY TO SPORTS “PARTICIPANTS” COVERAGE**.

**IV.** The following is added to **Paragraph 2.** of **SECTION III – LIMITS OF INSURANCE:**

Damages under **Coverage – Legal Liability to Sports “Participants”**

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

Subject to 2.above, the Liability to Sports “Participants” Occurrence Limit shown in the Legal Liability to Sports “Participants” Endorsement is the most we will pay for the sum of all damages under **COVERAGE - LEGAL LIABILITY TO SPORTS “PARTICIPANTS”** because of all “bodily injury” to all “participants” arising out of any one “occurrence”.

**VI.** With respect to coverage provided by this Legal Liability to Sports “Participants” Coverage Endorsement only, the following definitions are added to **SECTION V – DEFINITIONS:**

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

**VII.** This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.



This Endorsement changes the Policy. Please read it carefully.

## Sexual Abuse Liability Coverage - RMGL 73 15 06 21

Policy Amendment – Commercial General Liability

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

Coverage – Sexual Abuse Liability		Sub-Limits of Insurance
Per Occurrence	\$0	<i>unless higher limits have been purchased as evidenced by the issued Certificate of Liability Insurance and the premium charged and/or paid.</i>
Aggregate	\$0	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement. If no amount appears in either the above Schedule or the Declarations, this endorsement will not apply to the policy to which it has attached.)

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

##### **COVERAGE - SEXUAL ABUSE LIABILITY**

###### **1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay to defend any “suit” against the insured seeking damages for “bodily injury” to any person arising out of “sexual abuse” to which this insurance applies, even if any of the allegations of the “suit” are groundless, false, or fraudulent.

We also have the right, but not the duty, to defend any “suit” against any person other than the insured seeking such damages, even if any of the allegations of the “suit” are groundless, false, or fraudulent.

We may, at our discretion, investigate any actual or alleged offense and settle any claim or “suit”, 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 any individual coverages available under this policy.
- b. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments – Coverages A and B.**
- c. This insurance applies to “bodily injury” arising out of “sexual abuse” that takes place in the “coverage territory” during the policy period.
- d. As respects each claimant, multiple acts of “sexual abuse” by the same person(s), including any breach of duty in allowing or contributing to such act(s), will be deemed one occurrence. The date of the occurrence will be deemed to be the date of the first act of “sexual abuse”. There is no coverage under this policy as respects such claimant if the date of the occurrence precedes the effective date of the policy.

###### **2. Exclusions**

This insurance does not apply to:

- a. Any insured who is alleged to have committed “sexual abuse”. However, we will provide a civil defense to such insured until such time as that insured is judicially determined to have intentionally caused such “sexual abuse”.
- b. Loss or indemnity for damages based upon, arising out of, caused by, connected with, or in any way related to, logically or causally, directly or indirectly, “sexual abuse”.
- c. The cost of defense of, or the cost of paying any fines for, any insured or person resulting from actual or alleged violation of a criminal or penal statute.
- d. Liability of others assumed by any insured under any contract of agreement, either oral or in writing, unless specifically endorsed hereon.
- e. Any obligation for which any insured or any carrier may be held liable under any workers’ compensation, unemployment compensation, or disability benefits law, or under any similar law.
- f. “Bodily injury” as a result of “sexual abuse”, sickness, disease, or death sustained by any of your “employees” of “volunteer workers” arising out of, and in the course of employment by you, or within their scope of duties for you.
- g. Any loss or claim, either directly or indirectly arising from an insured’s activities as an officer or director of any corporation, company, or business other than that of the named insured.

3. Coverage provided under **SUPPLEMENTARY PAYMENTS – COVERAGES A and B of SECTION I – COVERAGES** is amended to include Sexual Abuse Liability Coverage.

- II. With respect to coverage provided by this Sexual Abuse Liability Coverage endorsement, **SECTION II – WHO IS AN INSURED** is deleted and replaced with the following:

**SECTION II – WHO IS AN INSURED**

1. If you are designated in the Declarations as an organization other than a partnership, joint venture, or limited liability company, you are an insured. Your “executive officers” and directors are insureds, but only with respect to their duties as your “executive officers” or directors.
2. Each of the following is also an insured:
  - a. Your “volunteer workers” only while performing duties related to the conduct of your business, or your “employees”, other than your “executive officers”, but only for the acts within the scope of their employment by you, or while performing duties related to the conduct of your business. However, none of the “employees” or “volunteer workers” are insureds for:
    - (1) “Bodily Injury”:
      - (a) To you, to a “co-employee” while in the course of his or her employment, or performing duties related to the conduct of your business, or to your other “volunteer workers” while performing duties related to the conduct of your business;
      - (b) To the spouse, child, parent, brother, or sister of that “co-employee” or “volunteer workers” as a consequence of **Paragraph (1) (a)** above; or
      - (c) For which there is any obligation to share damages with or repay someone else who must pay damages for because of the injury described in **Paragraphs (1) (a) or (b)** above.

- III. With respect to coverage provided by this Sexual Abuse Liability Coverage Endorsement, **SECTION III – LIMITS OF INSURANCE** is amended as follows:

- a. The following is added to Paragraph 2.:

Damages under **Coverage - SEXUAL ABUSE LIABILITY**

- b. The following is added to Paragraph 5.:

Damages under **Coverage - SEXUAL ABUSE LIABILITY**

- c. The following paragraphs are added:

- (1) The acts of "sexual abuse" by any one person or any number of persons together or in collusion, including any breach of duty in allowing or contributing to such acts, will be considered one occurrence for the purposes of determining the Limits of Insurance.
- (2) Subject to Paragraph 2. above, the Sexual Abuse Liability Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for all Sexual Abuse Liability occurrences.
- (3) Subject to Paragraph 5. above, the Sexual Abuse Liability Per Occurrence Limit shown in the schedule of this endorsement is the most we will pay for Sexual Abuse Liability arising out of any one occurrence.

- IV. With respect to coverage provided by this Sexual Abuse Liability Coverage Endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** are amended as follows:

- a. Paragraph a. of 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** is deleted and replaced with the following:

**2. Duties in the Event of Occurrence, Offense, Event, Claim, or Suit**

- a. As a condition precedent to coverage, you must see to it that we are notified as soon as reasonably possible, but in no event 60 days after first notice to any insured, of an "occurrence", offense, or event that may result in a claim or "suit". To the extent possible, notice should include:

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

- b. The following condition is added:

**Knowledge of Offense, Event, Claim, or Suit**

Knowledge of an offense, event, claim, or "suit" that is covered by this policy and occurs during this policy period, by an agent, servant, or employee of any insured and receipt of any demand, notice, summons, or other legal papers in connection with a claim or "suit" that is covered by this policy and occurs during this policy period by an agent, servant, or employee of any insured shall not, in itself, constitute knowledge of the insured or receipt by the insured unless any insured listed under **Paragraph 1. of SECTION II – WHO IS AN INSURED** shall have knowledge or shall have received such demand, notice, summons, or other legal papers.

- V. With respect to coverage provided by this Sexual Abuse Liability Coverage Endorsement, the definition of "bodily injury" and "volunteer worker" in **SECTION V – DEFINITIONS** are deleted and replaced by the following:

3. "Bodily injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish.

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

VI. The following definition is added to **SECTION V – DEFINITIONS** and applies solely to coverage Sexual Abuse Liability:

"Sexual abuse" means

- a. sexual molestation;
- b. sexual exploitation, deliberate physical contact of a sexual nature, mental abuse and illicit conducts of a sexual nature not involving physical contact.

VII. This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

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

## ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

<b>Designation Of Premises (Part Leased To You):</b>   
<b>Name Of Person(s) Or Organization(s) (Additional Insured):</b>  Any person(s) or organization(s) with whom you have agreed in a written contract or agreement to add such person(s) or organization(s) to this insurance as an additional insured, provided such contract or agreement was executed prior to the date of the "occurrence" or offense.
<b>Additional Premium:</b> \$ <i>See RMGL 03 03 02 18</i>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

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

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

Any person or organization that you have agreed to include as an additional insured under an insured contract provided such contract was executed prior to the date of loss.

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

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

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

However:

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

2. This insurance does not apply to:

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

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

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

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

whichever is less.

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

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

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

Any person(s) or organization(s) with whom you have agreed in a written contract or agreement to add such person(s) or organization(s) to this insurance as an additional insured, provided such contract or agreement was executed prior to the date of the "occurrence" or offense.

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

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

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

However:

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

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

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

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

whichever is less.

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

Any person(s) or organization(s) if required under your written contract or agreement with such person(s) or organization(s), provided such contract or agreement was executed prior to the date of the "occurrence" or offense.

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



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

## **ILLINOIS CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART

**A. Cancellation** (Common Policy Conditions) is replaced by the following:

### **CANCELLATION**

1. The first Named Insured shown in the Declarations may cancel this policy by mailing to us advance written notice of cancellation.
2. We may cancel this policy by mailing to you written notice stating the reason for cancellation. If we cancel:
  - a. For nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.
  - b. For a reason other than nonpayment of premium, we will mail the notice at least:
    - (1) 30 days prior to the effective date of cancellation if the policy has been in effect for 60 days or less.
    - (2) 60 days prior to the effective date of cancellation if the policy has been in effect for more than 60 days.
3. If this policy has been in effect for more than 60 days, we may cancel only for one or more of the following reasons:
  - a. Nonpayment of premium;
  - b. The policy was obtained through a material misrepresentation;
  - c. Any insured has violated any of the terms and conditions of the policy;
  - d. The risk originally accepted has measurably increased;
  - e. Certification to the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to us for all or a substantial part of the underlying risk insured;  
or

f. A determination by the Director of Insurance that the continuation of the policy could place us in violation of the insurance laws of this State.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be less than pro rata. The cancellation will be effective even if we have not offered a refund.

**B.** The following is added and supersedes any provision to the contrary:

### **NONRENEWAL**

If we decide not to renew or continue this policy, we will mail you and your agent or broker written notice, stating the reason for nonrenewal, at least 60 days before the end of the policy period. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

### **C. Mailing Of Notices**

We will mail cancellation and nonrenewal notices to you, and the agent or broker, at the last addresses known to us. Proof of mailing will be sufficient proof of notice.

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

## **ILLINOIS CHANGES – CIVIL UNION**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
FARM COVERAGE PART  
FARM UMBRELLA LIABILITY POLICY  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

- A.** The term "spouse" is replaced by the following:  
Spouse or party to a civil union recognized under Illinois law.
- B.** Under the Commercial Auto Coverage Part, the term "family member" is replaced by the following:  
"Family member" means a person related to the:
1. Individual Named Insured by blood, adoption, marriage or civil union recognized under Illinois law, who is a resident of such Named Insured's household, including a ward or foster child; or
  2. Individual named in the Schedule by blood, adoption, marriage or civil union recognized under Illinois law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individual Endorsement is attached.
- C.** With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, the term "family member" is replaced by the following:  
"Family member" means a person related to you by blood, adoption, marriage or civil union recognized under Illinois law, who is a resident of your household, including a ward or foster child.

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

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Assured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

the person or firm named in the Schedule are authorised and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above named as the person to whom the said officer is authorised to mail such process or a true copy thereof.

NMA 1998

## ILLINOIS CANCELLATION AND NONRENEWAL CLAUSE

The provisions shall apply and supersede any provisions to the contrary contained in the attached insurance.

1. **CANCELLATION NOTICE.** This insurance may be cancelled by the Assured at any time by written notice or by surrender of this contract of insurance to the Correspondent issuing this insurance. This insurance may also be cancelled with or without the return or tender of the unearned premium by Underwriters by mailing notice of cancellation to the Assured at the last mailing address known by Underwriters. The Correspondent shall maintain proof of mailing of such notice on a recognized U.S. Post Office form and a copy of such notice shall be sent to the Assured's producer. The mailing of such notice as aforesaid shall be sufficient proof of notice and this insurance shall terminate at the date and hour specified in such notice.
2. **CANCELLATION NOTICE PERIOD.** Notice of cancellation must be mailed at least 30 days prior to the effective date of cancellation during the first 60 days of coverage. After coverage has been effective for 61 days or more, all notices must be mailed at least 60 days prior to the effective date of cancellation. Where cancellation is for non-payment of premium, 10 days' notice shall be given. If the attached insurance provides for a longer notice period, such longer period shall apply.
3. **RETURN PREMIUM.** In the event of cancellation, Underwriters shall refund the paid premium less the earned portion thereof on demand. The earned premium shall be calculated as stated in the insurance to which this is attached. If the attached insurance does not provide for calculation of the earned premium, the following shall apply: (A) If this insurance is cancelled by the Assured, Underwriters shall retain the short rate proportion of the premium hereon, or of any minimum premium stipulated herein, in accordance with the table below. (B) If this insurance is cancelled by Underwriters, Underwriters shall retain the pro rata proportion of the premium hereon, or of any minimum premium stipulated herein.
4. **REASON FOR CANCELLATION.** If this insurance has been in effect for 60 days, Underwriters can cancel only for one of the following reasons: (a) non-payment of premium; (b) the insurance was obtained through material misrepresentation; (c) the Assured violated any of the terms and conditions of the contract of insurance; (d) the risk originally accepted has measurably increased; (e) certification to the Director of Insurance of the State of Illinois of the loss of reinsurance by Underwriters which provides coverage to Underwriters for all or a substantial part of the underlying risk insured; or (f) a determination by the Director of Insurance of the State of Illinois that the continuation of this insurance could place Underwriters in violation of the insurance laws of the State of Illinois.
5. **NOTICE OF NONRENEWAL.** If Underwriters elect not to renew this insurance, they will mail written notice of nonrenewal to the Assured at the last mailing address known by Underwriters. The notice of nonrenewal shall be mailed at least 60 days prior to the expiration date of this insurance. and shall state the reason for nonrenewal. The Correspondent shall maintain proof of mailing of such notice on a recognized U.S. Post Office form and a copy of such notice shall be sent to the Assured's producer. This paragraph shall not apply, if Underwriters have manifested their willingness to renew to the Assured. and the Assured has failed to comply with the terms of the renewal offer.

# SHORT RATE CANCELLATION TABLE FOR TERM OF ONE YEAR

Days Insurance in Force		Per Cent. of One Year Premium	Days Insurance in Force		Per Cent. of One Year Premium
1		5	154-156		53
2		6	157-160		54
3-4		7	161-164		55
5-6		8	165-167		56
7-8		9	168-171		57
9-10		10	172-175		58
11-12		11	176-178		59
13-14		12	179-182	(6 months)	60
15-16		13	183-187		61
17-18		14	188-191		62
19-20		15	192-196		63
21-22		16	197-200		64
23-25		17	201-205		65
26-29		18	206-209		66
30-32	(1 month)	19	210-214	(7 months)	67
33-36		20	215-218		68
37-40		21	219-223		69
41-43		22	224-228		70
44-47		23	229-232		71
48-51		24	233-237		72
52-54		25	238-241		73
55-58		26	242-246	(8 months)	74
59-62	(2 months)	27	247-250		75
63-65		28	251-255		76
66-69		29	256-260		77
70-73		30	261-264		78
74-76		31	265-269		79
77-80		32	270-273	(9 months)	80
81-83		33	274-278		81
84-87		34	279-282		82
88-91	(3 months)	35	283-287		83
92-94		36	288-291		84
95-98		37	292-296		85
99-102		38	297-301		86
103-105		39	302-305	(10 months)	87
106-109		40	306-310		88
110-113		41	311-314		89
114-116		42	315-319		90
117-120		43	320-323		91
121-124	(4 months)	44	324-328		92
125-127		45	329-332		93
128-131		46	333-337	(11 months)	94
132-135		47	338-342		95
136-138		48	343-346		96
139-142		49	347-351		97
143-146		50	352-355		98
147-149		51	356-360		99
150-153	(5 months)	52	361-365	(12 months)	100

Rules applicable to insurance with terms less than or more than one year:

- A. If insurance has been in force for one year or less, apply the short rate table for annual insurance to the full annual premium determined as for an insurance written for a term of one year.

B. If insurance has been in force for more than one year:

1. Determine full annual premium as for insurance written for a term of one year.
2. Deduct such premium from the full insurance premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the insurance has been in force to the length of time beyond one year for which the insurance was originally written.
3. Add premium produced in accordance with items (1) and (2) to obtain earned premium during full period insurance has been in force.

NMA2463

02/03/1992

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

## **AMENDMENT OF INSURING AGREEMENT – KNOWN INJURY OR DAMAGE**

This endorsement modifies insurance provided under the following:

### **LIQUOR LIABILITY COVERAGE PART (OCCURRENCE VERSION)**

Paragraph **1. Insuring Agreement** of **Section I** is replaced by the following:

#### **1. Insuring Agreement**

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies if liability for such "injury" is imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "injury" to which this insurance does not apply. We may, at our discretion, investigate any "injury" and settle any claim or "suit" that may result. But:

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

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

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

- (1)** The "injury" occurs during the policy period in the "coverage territory"; and

- (2)** Prior to the policy period, no insured listed under Paragraph **1. of Section II – Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "injury" or claim, knew that the "injury" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "injury" occurred, then any continuation, change or resumption of such "injury" during or after the policy period will be deemed to have been known prior to the policy period.

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

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

- (1)** Reports all, or any part, of the "injury" to us or any other insurer;
- (2)** Receives a written or verbal demand or claim for damages because of the "injury"; or
- (3)** Becomes aware by any other means that "injury" has occurred or has begun to occur.

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

## **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.



## **25% MINIMUM EARNED PREMIUM ENDORSEMENT - RMGL 15 03 08 18**

Policy Amendment – Commercial General Liability

---

- I. In consideration of the premium paid, it is understood and agreed that section **A. Cancellation** under the **COMMON POLICY CONDITIONS** is deleted in its entirety and replaced with the following:

**A. Cancellation**

1. The first Named Insured may cancel this policy by surrender thereof to us, and by mailing to us advance, written notice stating when thereafter cancellation shall be effective. The mailing of such notice shall be sufficient notice and the effective date of cancellation shall become the end of the policy period. Delivery of such written notice shall be equivalent to mailing.
2. If this policy is cancelled by the first Named Insured, the earned premium will be computed on a short rate basis subject to a minimum earned of twenty-five percent (25%) of the total annual premium. Payment or tender of any unearned premium by us shall not be a condition precedent to the effectiveness of cancellation.
3. We may cancel this policy for non-payment of premium by mailing to the first Named Insured written notice stating when, not less than ten (10) days thereafter, such cancellation shall be irrevocable. If payment is not received within the ten (10) day period, then this policy will be cancelled ab initio, meaning coverage is null and void as of the inception date of this policy. The mailing of such notice shall be sufficient notice. Delivery of such written notice by us by facsimile, email, or private courier shall be equivalent to mailing. If the foregoing notice period is in conflict with any governing law or regulation, then such period shall be amended to afford the minimum notice period permitted thereunder.
4. If we cancel this policy other than as set forth in paragraph 3. of this endorsement, we will give the first Named Insured thirty (30) days' written notice prior to cancellation. The cancellation notice will state the effective date of the cancellation, and this policy will terminate on that date. If the foregoing notice period is in conflict with any governing law or regulation, then such period shall be amended to afford the minimum notice period permitted thereunder. If we cancel this policy under this paragraph 4., the earned premium will be computed pro-rata.
5. Once an event has commenced, it shall be considered one hundred percent (100%) earned. In the event this policy is subject to a Reporting Endorsement, all events commencing prior to the date of cancellation shall be considered one hundred percent (100%) earned. The Reporting Endorsement Due Date shall become the earlier of the Due Date shown in the Reporting Endorsement Schedule or ten (10) days after the date of cancellation, whichever is earlier. For the purpose of this Endorsement, an event will be deemed to have commenced at the time of first setup or load in for the event.

- II. This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

## MINIMUM AND DEPOSIT PREMIUM - RMGL 15 15 05 20

### Policy Amendment – Commercial General Liability

---

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY PART

- I. It is understood and agreed that **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **5. Premium Audit**, Subparagraph **b.** is deleted and replaced with the following:
  - b. Premium shown on the Policy Declaration as an Advance (Deposit) Premium is both a Deposit Premium and a minimum retained premium for the full policy period. At the close of each:
    - i. Reporting Period shown on the Reporting Endorsement; or
    - ii. audit period

we will compute the earned premium for that period. If the earned premium is more than the advance premium, notice of the amount by which the earned premium exceeds the advance premium will be sent to the first Named Insured and additional premium will be endorsed to this Policy. If the earned premium is less than the advance premium, the advance premium will apply as the minimum earned premium, with no return premium payable to you.
- II. This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

## **Amendment - Primary and Non-Contributory - RMGL 15 50 02 18**

Policy Amendment – Commercial General Liability

---

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

#### **Name of Person(s) Or Organization(s):**

Any person(s) or organization(s) with whom you have agreed in a written contract or agreement that this insurance would be primary to, and would not seek contribution from, any other insurance available to such person(s) or organization(s), provided such contract or agreement was executed prior to the date of the “occurrence” or offense.

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

- I. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

#### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to the Person(s) or Organization(s) shown in the Schedule applicable to this endorsement provided that:

- (1) such Person(s) or Organization(s) is/are a Named Insured under such other insurance; and
  - (2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such Person(s) or Organization(s).
- II. This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

This Endorsement changes the Policy. Please read it carefully.

## Reporting Endorsement - RMGL 15 52 02 18

Policy Amendment – Commercial General Liability

---

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Reporting Period				Due Date
Period No. 1	01/19/2023	To	02/19/2023	03/15/2023
Period No. 2	02/20/2023	To	03/19/2023	04/15/2023
Period No. 3	03/20/2023	To	04/19/2023	05/15/2023
Period No. 4	04/20/2023	To	05/19/2023	06/15/2023
Period No. 5	05/20/2023	To	06/19/2023	07/15/2023
Period No. 6	06/20/2023	To	07/19/2023	08/15/2023
Period No. 7	07/20/2023	To	08/19/2023	09/15/2023
Period No. 8	08/20/2023	To	09/19/2023	10/15/2023
Period No. 9	09/20/2023	To	10/19/2023	11/15/2023
Period No. 10	10/20/2023	To	11/19/2023	12/15/2023
Period No. 11	11/20/2023	To	12/19/2023	01/15/2024
Period No. 12	12/20/2023	To	01/19/2024	02/15/2024

- I. All events insured by this Policy that occurred during the Reporting Period shown in the Schedule must be reported to us on a Reporting Form no later than the Date Due shown in the Schedule. Failure to report by the Date Due will be considered non-payment of premium and will be subject to the cancellation provisions contained in this Policy.
- II. This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

## Master Policy Amendatory Endorsement – RMGL 15 56 10 18

### Policy Amendment – Commercial General Liability

---

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART

**A.** The Named Insured shown on the Declarations, the master policy holder of this policy:

1. shall be considered the first Named Insured in the attached policy;
2. is responsible for the payment of all premiums;
3. is responsible for:
  - a. giving us and the “Certificate Holder” written notice of cancellation of the policy from the master policy holder;
  - b. giving us written notice of cancellation of the Certificate of Liability Insurance from the “Certificate Holder”;
  - c. giving to the “Certificate Holder” written notice of cancellation or non-renewal of the policy or Certificate of Liability Insurance from us; and
  - d. receiving from us any return premiums that become payable under the Certificate of Liability Insurance and returning such premiums to the “Certificate Holder” to whom such premiums are owed.
4. is authorized to make changes to the terms of this policy, with our consent, subject to the Common Policy Conditions; and
5. must promptly report to us all additions, deletions or changes involving “Certificate Holders” that occur during the applicable policy period.

**B.** Except as specified in Paragraph **A.** above, each “Certificate Holder” is a Named Insured. Changes in the terms of this policy that affect their individual coverage can only be made by a “Certificate Holder” through the master policy holder.

**C.** Each “Certificate Holder’s” Limits of Insurance are shown on the Certificate of Liability Insurance and are separate and apart from the Limit of Insurance of other “Certificate Holders” and a “Certificate Holder’s” coverage is subject to the terms and conditions particular to the “Certificate Holder” on file with us endorsed onto the policy.

**D.** Paragraph 1. under **SECTION III – LIMITS OF INSURANCE** is hereby deleted and replaced by the following:

1. The Limits of Insurance for a “Certificate Holder” are separate and apart from the Limits of Insurance for other “Certificate Holders”. These Limits of Insurance are on file with us and set forth in the Certificate of Liability Insurance issued to the “Certificate Holder”. The Limits for each “Certificate Holder” and the rules below fix the most we will pay on behalf of each “Certificate Holder” regardless of the number of:
  - a. insureds or “Certificate Holders”;
  - b. claims made or “suits” brought; or
  - c. persons or organizations making claims or bringing “suits”.

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

If two or more policies or coverage parts, issued by us, apply to the same claim or “suit”, we will not pay more than the highest applicable Limit of Insurance available under one of the policies or coverage parts. In no event will one policy or coverage part issued by us apply in excess of another policy or coverage part issued by us unless such policy or coverage part was bought specifically to apply as excess insurance over this coverage part and such policy specifically states as such.

**F.** Each “Certificate Holder” will have a separate coverage period as shown in our records and as set forth in the Certificate of Liability Insurance issued to that “Certificate Holder”. The coverage period for each “Certificate Holder” shall not exceed twelve (12) months. In no event may a “Certificate Holder” be added to this policy after the expiration

date of coverage as stated in the Declarations. If this policy is terminated, coverage will continue until expiration of the individual "Certificate Holder's" coverage period or cancellation of the "Certificate Holder's" coverage.

**G.** In the event of termination or expiration of this policy, coverage under the terms and conditions of this policy will remain in force for all Certificates of Liability Insurance in force at the date of termination or expiration of this policy until such Certificates of Liability Insurance terminate or expire, not to exceed twelve (12) months from the date of termination or expiration of this policy.

**H.** As used in this endorsement, the following definition is added to **SECTION V – DEFINITIONS**:

"Certificate Holder" means the person(s) or entity(ies) who are insured under this policy as shown in our records and as evidenced by the issuance of a Certificate of Liability Insurance by us or by an approved representative.

**I.** This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

## **Release and Waiver Condition - RMGL 73 16 03 22**

### Policy Amendment – Commercial General Liability

---

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

This policy is amended to include the following:

- I. As a condition precedent to coverage, the Insured shall collect and deliver to us simultaneously with the notice of an "athletic participant's" claim a valid "release".
- II. You must secure from each "athletic participant" and provide to us a valid "release" as described above and must implement sufficient procedures to secure such "release".
- III. Provided you have implemented such procedures, and you are unable to secure and provide such "release" despite your best efforts, you must assume and pay the first \$500 of each occurrence (including supplemental payments) resulting in an "athletic participant" legal liability claim.
- IV. Such "releases" shall be considered valuable papers and their destruction shall be subject to applicable insurance laws in respect of the retention of records.
- V. Any "release" containing fraudulent information or misrepresentation of which you were not aware shall not relieve us of our liability.
- VI. Coverage shall not apply to "bodily injury" to an "athletic participant" unless "athletic participant" accident insurance shall be carried by or on behalf of the "athletic participant" in the amount of \$25,000 and be in full force and effect at the time of the occurrence giving rise to a claim under this policy.
- VII. For the purposes of this endorsement, "athletic participant" means players and cheerleaders who have been granted proper authorization to enter any sanctioned events.
- VIII. For the purposes of this endorsement, "release or releases" means a valid Release and Waiver of Liability & Indemnity Agreement, dated and signed by the "athletic participant" prior to the time of occurrence in which said "athletic participant" was injured.
- IX. This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

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

This Insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of the Service of Suit Clause (U.S.A.)

LMA5021

14/09/2005



## CANCELLATION CLAUSE

NOTWITHSTANDING anything contained in this Insurance to the contrary this Insurance may be cancelled by the Assured at any time by written notice or by surrendering of this contract of insurance. This Insurance may also be cancelled by or on behalf of the Underwriters by delivering to the Assured or by mailing to the Assured, by registered, certified or other first class mail, at the Assured's address as shown in this Insurance, written notice stating when, not less than 60 days thereafter, the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

If this Insurance shall be cancelled by the Assured the Underwriters shall retain the customary short rate proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the earned premium hereon or the customary short rate proportion of any minimum premium stipulated herein whichever is the greater.

If this Insurance shall be cancelled by or on behalf of the Underwriters the Underwriters shall retain the pro rata proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the earned premium hereon or the pro rata proportion of any minimum premium stipulated herein whichever is the greater.

Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

NMA 1331

20/04/1961

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Premises:</b>
<b>Project Or Operation:</b>  Specific Sport(s) and Related Activities Disclosed on Certificate Holder's Application for Insurance.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A.** If this endorsement is attached to Commercial General Liability Coverage Form **CG 00 01**, the provisions under this Paragraph **A.** apply:

**1.** Paragraph **1.b.** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

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

**(1)** The "bodily injury" or "property damage":

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

**(b)** Arises out of the project or operation shown in the Schedule;

**(2)** The "bodily injury" or "property damage" occurs during the policy period; and

**(3)** Prior to the policy period, no insured listed under Paragraph **1.** of Section **II – Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

**2.** Paragraph **1.b.** under **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

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

**(1)** The offense arises out of your business:

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

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

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

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

(1) False arrest, detention or imprisonment; or

(2) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

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

3. Paragraph **1.a.** under **Section I – Coverage C – Medical Payments** is replaced by the following:

a. We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":

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

(2) Arises out of the project or operation shown in the Schedule;

provided that:

(a) The accident takes place during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

B. If this endorsement is attached to Commercial General Liability Coverage Form **CG 00 02**, the provisions under this Paragraph **B.** apply:

1. Paragraph **1.b.** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

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

(1) The "bodily injury" or "property damage":

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

(b) Arises out of the project or operation shown in the Schedule;

(2) The "bodily injury" or "property damage" did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and

(3) A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in accordance with Paragraph **1.c.** of this Insuring Agreement, during the policy period or any Extended Reporting Period we provide under Section **V** – Extended Reporting Periods.

2. Paragraph **1.b.** under **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

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

(1) The offense arises out of your business:

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

(b) In connection with the project or operation shown in the Schedule;

(2) The offense was not committed before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and

- (3) A claim for damages because of the "personal and advertising injury" is first made against any insured, in accordance with Paragraph 1.c. of this Insuring Agreement, during the policy period or any Extended Reporting Period we provide under Section V – Extended Reporting Periods.

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

- (1) False arrest, detention or imprisonment; or
- (2) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

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

3. Paragraph 1.a. under **Section I – Coverage C – Medical Payments** is replaced by the following:

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":

- (1) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or
- (2) Arises out of the project or operation shown in the Schedule;

provided that:

- (a) The accident takes place during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

## **Limitation - Anti-Stacking - RMGL 35 01 02 18**

### **Policy Amendment – Commercial General Liability**

---

This endorsement modifies insurance provided under the following:

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

- I. It is agreed that the following provision is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** of the policy:

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

Notwithstanding the provisions of Paragraph 4. of **Section IV – Commercial General Liability Conditions**:

- a. If this policy and any other policy, policies, or coverage form(s) issued to you by us or by any company affiliated with us apply to the same or related occurrence, offense, or accident, the most that will be paid by us under all such coverage forms or policies is the single largest applicable Each Occurrence Limit.

Same or related damages include, but are not limited to, the continuation of “bodily injury”, “property damage”, or “personal and advertising injury” from a prior policy period into a subsequent policy period, or any “bodily injury”, “property damage”, or “personal and advertising injury” resulting from the same cause or “occurrence.”

- b. In no event will coverage be provided during the policy period after:
- (1) the applicable aggregate Limit of Insurance under any one coverage form or policy has been exhausted; or
  - (2) the applicable aggregate Limit of Insurance under any one coverage form or policy would have been exhausted had all covered claims been submitted under that one coverage form or policy rather than under two or more coverage forms or policies.
- c. This condition does not apply to any coverage form or policy issued by us or by an affiliated company specifically to apply as excess insurance over this policy.
- d. The terms of this endorsement will govern as respect the application of any Limits of Insurance. If this policy or coverage form contains any other language regarding Limits of Insurance that is in conflict with the terms of this endorsement, such other language is subject to the terms of this endorsement.

- II. This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF SENDING MATERIAL OR INFORMATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

**2. Exclusions**

This insurance does not apply to:

**DISTRIBUTION OF MATERIAL IN  
VIOLATION OF STATUTES**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a.** The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b.** The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c.** Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

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

**2. Exclusions**

This insurance does not apply to:

**DISTRIBUTION OF MATERIAL IN  
VIOLATION OF STATUTES**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a.** The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b.** The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c.** Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

**2. Exclusions**

This insurance does not apply to:

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

Damages arising out of:

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

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

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

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

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

**2. Exclusions**

This insurance does not apply to:

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

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

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

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

## **EXCLUSION – UNMANNED AIRCRAFT**

This endorsement modifies insurance provided under the following:

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

- A. Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

#### **2. Exclusions**

This insurance does not apply to:

##### **g. Aircraft, Auto Or Watercraft**

###### **(1) Unmanned Aircraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

###### **(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Paragraph **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
  - (i)** Less than 26 feet long; and
  - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or



(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(ii) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

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

**2. Exclusions**

This insurance does not apply to:

**Unmanned Aircraft**

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

a. The use of another's advertising idea in your "advertisement"; or

b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

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

"Unmanned aircraft" means an aircraft that is not:

1. Designed;

2. Manufactured; or

3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

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

## **COMMUNICABLE DISEASE EXCLUSION**

This endorsement modifies insurance provided under the following:

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

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

#### **2. Exclusions**

This insurance does not apply to:

##### **Communicable Disease**

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a.** Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b.** Testing for a communicable disease;
- c.** Failure to prevent the spread of the disease; or
- d.** Failure to report the disease to authorities.

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

#### **2. Exclusions**

This insurance does not apply to:

##### **Communicable Disease**

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a.** Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b.** Testing for a communicable disease;
- c.** Failure to prevent the spread of the disease; or
- d.** Failure to report the disease to authorities.

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

## **EXCLUSION – COVERAGE C – MEDICAL PAYMENTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

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

All Locations.

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

With respect to any premises or classification shown in the Schedule:

- 1.** Section **I** – Coverage **C** – Medical Payments does not apply and none of the references to it in the Coverage Part apply: and

- 2.** The following is added to Section **I** – Supplementary Payments:

- h.** Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.

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

## **EXCLUSION – INTERCOMPANY PRODUCTS SUITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

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

## **EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

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

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

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

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

This Endorsement changes the Policy. Please read it carefully.

## **Exclusion – Designated Activities or Operations - RMGL 26 10 12 22**

Policy Amendment – Commercial General Liability

---

This endorsement modifies insurance provided under the following:

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

It is understood and agreed that the following exclusion is added to the Commercial General Liability Form and applies to Coverage **A**, Coverage **B**, and Coverage **C**:

This insurance does not apply to any "bodily injury", "property damage", "personal and advertising injury", damages, loss, cost, expense, or liability of any nature whatsoever, based upon, arising out of, resulting from, caused by, contributed to by, related to, connected with, or in any way involving, logically or causally, directly or indirectly, actually or allegedly, in whole or in part, any "designated activities or operations", regardless of:

- a. whether or not the "designated activities or operations" are ongoing;
- b. whether the "designated activities or operations" are conducted by:
  - 1. an insured;
  - 2. others on your behalf; or
  - 3. an additional insured, third party, vendor, exhibitor, or concessionaire using any equipment or "location" owned, operated, or maintained by an insured;
- c. whether the "designated activities or operations" are conducted for yourself or for others; or
- d. where the "designated activities or operations" are conducted unless a "location" is specified in the Schedule below, in which case this paragraph **d.** applies only to the "designated activities or operations" conducted at that "location".

However, this exclusion does not apply to "designated activities or operations" for which we have granted prior approval in writing.

As used in this endorsement:

- a. "designated activities or operations" means any activities or operations described in the Schedule below.
- b. "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway, or right-of-way of a railroad.

## **SCHEDULE**

### **Excluded Activities and Operations:**

Amusement Devices or Rides of Any Kind	Parkour
Boating	Pep Rallies
Bungee Jumping	Petting Zoos
Certified Athletic Training	Racetracks
Cheerleading Pyramids Over 2 ½ Persons High	Racing or Speed Contests Involving Aircraft
Cheerleading Activities Using Trampolines Or Springboards	Racing or Speed Contests Involving Autos
Circuses	Racing or Speed Contests Involving Watercraft
Dunk Tanks	Rock Climbing
Freestyle Skiing	Rock Wall Climbing
Free Running	Rodeos
Go-Carts	Saddle Animal Rides
Hang Gliding	Scuba Diving
Hot Air Balloon Rides	Skateboarding
Inflatables of all types	Ski Jumping
Law Enforcement Training	Sky Diving
Licensed Daycare/Preschool Operations	Snowmobiling
Luge	Sports/Activities Not Applied for on Application
Mechanical Bulls/Bucking Machines	Subleases to Third Parties
Mechanical Rides	Swimming Pool Facilities
Motorsports	Tobogganing
Open Water Activities	Towing Devices of any Kind
Overnight Clinics/Camps	Trampolines Over 46" in Diameter
Paintball	Tug of War
Parachuting	Velcro Jumps
Parades – Riding on Floats or Motorized Devices	Water Slides
Parasailing	Zip Lines

### **Specified Location(s), if Applicable:**

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

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

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

**2. Exclusions**

This insurance does not apply to:

**Silica Or Silica-Related Dust**

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

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

**2. Exclusions**

This insurance does not apply to:

**Silica Or Silica-Related Dust**

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

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

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



## **Absolute Abuse or Molestation Exclusion - RMGL 25 01 02 18**

Policy Amendment – Commercial General Liability

---

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

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

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" based upon, arising out of, caused by, connected to, related to, or in any way involving, actually or allegedly, directly or indirectly in whole or in part to:

1. the actual, alleged, or threatened abuse or molestation of anyone or any person;
2. the negligent:
  - a. employment;
  - b. investigation;
  - c. supervision; or
  - d. retention;of a person who actually or allegedly abused or molested, or actually or allegedly threatened to abuse or molest, any other person;
3. reporting or failing to report:
  - a. any abuse or molestation;
  - b. any suspected, alleged, or threatened abuse or molestation;
  - c. any person who abused or molested, or threatened to abuse or molest, any other person; or
  - d. any person who was abused or molested.
4. breach of any legal obligation arising out of any actual or alleged abuse or molestation, or suspected, alleged, or threatened molestation, or breach of any duty to any person who was actually or allegedly abused or molested.

- II. This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

## Absolute Aircraft Exclusion - RMGL 25 02 02 18

### Policy Amendment – Commercial General Liability

---

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- I. Exclusion **2.g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

**g. Aircraft, Auto Or Watercraft**

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

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

This exclusion does not apply to:

- (1) a watercraft while ashore on premises you own or rent;
- (2) a watercraft you do not own that is:
  - (a) less than 26 feet long; and
  - (b) not being used to carry persons or property for a charge;
- (3) parking an "auto" on or next to premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) liability assumed under any "insured contract" for the ownership, maintenance, or use of watercraft; or
- (5) "bodily injury" or "property damage" arising out of:
  - (a) the operation of machinery or equipment that is attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it was not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
  - (b) the operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

- II. This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

This Endorsement changes the Policy. Please read it carefully.

## **Absolute Animal Exclusion - RMGL 25 03 02 18**

Policy Amendment – Commercial General Liability

---

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to any claim or “suit” based upon, arising out of, caused by, connected to, related to, or in any way involving, actually or allegedly, directly or indirectly, in whole or in part, any animal.

- II. This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

## **Absolute Asbestos Exclusion - RMGL 25 04 02 18**

### Policy Amendment – Commercial General Liability

---

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- I. Notwithstanding any other provision contained or incorporated in this policy, this insurance does not apply to “bodily injury”, “property damage”, “personal and advertising injury”, or any other injury or damage, or to any liability whatsoever, based upon, arising out of, resulting from, caused by, contributed to by, related to, connected to, or in any way involving, logically or causally, directly or indirectly, actually or allegedly, in whole or in part, to “asbestos”, including, but not limited to:
  - a. the manufacture, sale, distribution, handling, use, installation, removal, abatement, containment, storage, transportation, disposal, existence, presence, emanation, emission, release, inhalation, ingestion, absorption, or transmission of or exposure to “asbestos”; or
  - b. any request, demand, or order issued or made by any governmental body or agency that any “insured” or others investigate, test for, monitor, clean up, remove, contain, remediate, treat, detoxify, neutralize, or in any way respond to or assess the extent or the effects of “asbestos”.

The Company shall have no obligation of any kind, including, but not limited to, any obligation to investigate, defend, pay defense costs, settle, or pay settlements or judgments, as to any claim, suit, or proceeding involving or allegedly involving “asbestos”.

As used in this exclusion, “asbestos” includes, but is not limited to, the mineral asbestos in any form, asbestos fibers, asbestos dust, asbestos products, asbestos containing materials, and asbestos contained in any products, goods, materials, buildings, structures, or other real or personal property.

- II. This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

## **Absolute Assault and Battery Exclusion - RMGL 25 05 02 18**

Policy Amendment – Commercial General Liability

---

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- I. The following exclusion is added to Paragraph 2., **Exclusions** of **SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and paragraph 2., **Exclusions** of **SECTION I - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**:

This policy does not apply to any claim, "suit", or damages, based upon, arising out of, caused by, connected to, related to, or in any way involving, actually or allegedly, directly or indirectly, in whole or in part, to:

1. actual, alleged, or threatened assault or battery by an insured or at an insured's instigation or direction or by an insured's employees, patrons or any other persons;
2. the failure by an insured or anyone else for which an insured is legally responsible to prevent or suppress an assault or battery;
3. the failure to provide adequate security or an environment safe from assault or battery, or failure to warn of the dangers of an environment that could contribute to assault or battery;
4. the negligent:
  - a. employment;
  - b. investigation;
  - c. supervision;
  - d. reporting or failure to report to the proper authorities; or
  - e. retentionof a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by paragraph 1. or 2. above.
5. the use of any force to protect persons or property, whether or not committed by or at the direction of the insured; or
6. the failure to render or secure medical treatment or care necessitated by any of the above.

Assault and battery includes, but is not limited to: sexual abuse, assault or harassment; intimidation; verbal abuse; or any threatened harmful or offensive contact.

- II. This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

## **Absolute Lead Poisoning Lead Contamination Exclusion - RMGL 25 07 02 18**

### **Policy Amendment – Commercial General Liability**

---

This endorsement modifies insurance provided under the following:

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

- I. The following exclusion is added to Paragraph 2., **Exclusions of SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and paragraph 2., **Exclusions of SECTION I - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY** :

This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” based upon, arising out of, resulting from, caused by, contributed to by, related to or in any way involving, logically or causally, directly or indirectly, actually or allegedly, the toxic or pathological properties of lead, lead compounds, or lead contained in any materials, including, but not limited to:

1. the manufacturing, sale, distribution, handling, installation, use, abatement, containment, storage, emission, release, inhalation, ingestions, absorption, removal, transmission of, or exposure to lead;
2. any cost or expense to abate, mitigate, remove or dispose of lead, lead compounds, or materials containing lead;
3. any supervision, instructions, recommendations, notices, warning, or advice given or that actually or allegedly should have been given in connection with lead;
4. any request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, remediate, neutralize, or in any way respond to or assess the extent or effects of lead;
5. any claim, suit, or proceeding for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, remediating, neutralizing, or in any way responding to or assessing the effects of lead;
6. any obligation, including, but not limited to, the obligation to investigate, defend, pay defense costs, settle, or pay settlements or judgments as to any claim, suit, or proceeding involving, actually or allegedly, lead; or to share damages with or repay someone else who must pay damages in connection with any such claim.

For purposes of this exclusion, “lead” includes, but is not limited to, the mineral lead, chemical element and symbol lead (Pb), and the atomic number 82 in any form, whether or not the lead is;

1. pure;
2. contained within, on, blended, or incorporated into any product, goods or materials;
3. solid, liquid, gas, fumes or other forms;
4. contained within any part of any building, structure, building material, product, or any other real property.

- II. This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

## **Absolute Professional Services Exclusion - RMGL 25 09 02 18**

Policy Amendment – Commercial General Liability

---

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" based upon, arising out of, resulting from, caused by, contributed to by, related to, connected to, or in any way involving, logically or causally, directly or indirectly, actually or allegedly, in whole or in part, to the rendering of or failure to render any professional service.

- II. This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

## **Exclusion - Collapse of Temporary Structures - RMGL 25 17 02 18**

Policy Amendment – Commercial General Liability

---

This endorsement modifies insurance provided under the following:

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

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

This insurance does not apply to any claim, "suit", or damages for "bodily injury", "property damage" or "personal and advertising injury" based upon, arising out of, caused by, connected to, related to, or in any way involving, actually or allegedly, directly or indirectly, in whole or in part, to the collapse of any "temporary structure" at an "event" conducted, produced, promoted, or sponsored by any insured.

- II.** The following exclusion is added to **Section V – Definitions**:

"Event" means a concert, exhibition, fair, sporting contest, social gathering, or other similar activity.

"Temporary Structure" means any grandstand, tent, bleacher, stage or any structure erected for a limited period of time that is specific to a production, exhibition, performance, or event and used or to be used in connection with the insured's operations.

- III.** This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.



## **Exclusion - Cross Suits - RMGL 25 18 02 18**

Policy Amendment – Commercial General Liability

---

This endorsement modifies insurance provided under the following:

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

- I. The following exclusion is added to Paragraph 2., **Exclusions** of **SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and paragraph 2., **Exclusions** of **SECTION I - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY** :

This insurance does not apply to a claim for damages arising out of “bodily injury”, “property damage”, or “personal and advertising injury” initiated, alleged, or caused to be brought about by any insured covered by this policy, against any other insured that has an ownership interest in, is operated, controlled, or managed by, or is a parent, subsidiary or affiliate of any such insured covered by this policy.

This exclusion does not apply to any additional insured added to this policy by endorsement if such additional insured is:

1. specifically named in the Schedule of such endorsement; or
2. an indemnitee in a written contract or written agreement between any Named Insured and any additional insured signed before the date of the first “occurrence” or first offense and requiring the Named Insured to add such indemnitee as an additional insured;

provided such additional insured:

- a. is not a parent, subsidiary or affiliate of the Named Insured;
- b. does not have any ownership interest in the Named Insured;
- c. is not owned, operated, controlled, or managed by the Named Insured.

- II. This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

## **Exclusion - Fireworks & Pyrotechnics - RMGL 25 21 02 18**

Policy Amendment – Commercial General Liability

---

This endorsement modifies insurance provided under the following:

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

- I. The following exclusion is added to Paragraph 2., **Exclusions** of **SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and paragraph 2., **Exclusions** of **SECTION I - COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY** :

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

- II. **Section V – Definitions** is amended to include the following, but only with respect to the coverage provided by this Endorsement:

"Fireworks" means any display of explosive or burning devices, material or pyrotechnics. "Fireworks" do not include any:

- (i) concussion effect intended to produce a loud noise and a violent jarring shock for dramatic effect;
- (ii) a device containing flash powder and intended to produce a flash of light and capable of directing the flash in an upward direction; or
- (iii) a pyrotechnic device used to create smoke;

that is induced electrically in a cylinder with no projectile, wadding or wrapping and is used to create visual effects, an explosive noise, or both.

- III. This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

## **Exclusion – Amateur Sports – Camping and Overnight Exposures - RMGL 73 04 06 21**

Policy Amendment – Commercial General Liability

---

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

This insurance does not apply to any claim, "suit", or damages for "bodily injury", "property damage", or "personal and advertising injury" based upon, arising out of, caused by, connected to, related to, or in any way involving, actually or allegedly, directly or indirectly, logically or causally, in whole or in part, to:

- a. any operations of any campground;
- b. any performance, production or event designed to include or which results in "Camping"; or
- c. any overnight stays in any location by "participants"

regardless of whether such operations or activities are conducted by you or on your behalf, or whether the operations or activities are conducted for yourself or for others, unless such operations or activities are submitted and approved by us in writing or specifically declared to this Policy.

Additionally, this insurance policy does not provide coverage for "camping" operations or activities of any additional insured, sponsor(s), vendor(s), exhibitor(s), or concessionaire(s) using any equipment or premises leased to, owned, operated, or maintained by the Insured.

For purpose of this endorsement, "Camping" means spending one or more nights at an impromptu or dedicated outdoor area.

For the purpose of this endorsement, "Participants" means any person who is instructing, supervising, training or practicing for, participating in, or otherwise involved in any sports or athletic activity, contest, or exhibition you operate or sponsor.

- II. This Endorsement is otherwise subject to all the terms, conditions, exclusions, limitations, and provisions of the policy to which it is attached.

## **Nuclear, Chemical and Biological Exclusion - RMGN 25 01 02 18**

---

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto it is agreed that this Policy excludes any losses directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with, any act of nuclear, chemical, biological terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement:

"Nuclear, chemical, biological terrorism" shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the period of this Policy by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

"Chemical" agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

"Biological" agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.

If the Underwriters allege that by reason of this exclusion any loss is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

### **Sanction and Limitation Exclusion Clause**

*The insurer will not provide cover, be liable to pay any claim or provide any benefit if to do so would expose the insurer (or any parent company, direct or indirect holding company of the insurer) to any penalty or restriction including extraterritorial penalties or restrictions so far as such do not contradict laws applicable to the insurer, arising out of any trade and economic sanctions laws or regulations which are applicable to it.*

IICH 2016 (SLEX)

## **WAR AND CIVIL WAR EXCLUSION CLAUSE**

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

N.M.A. 464

**U.S. Terrorism Risk Insurance Act of 2002 as amended  
New & Renewal Business Endorsement**

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

In consideration of an additional premium of USD 10.00 paid, it is hereby noted and agreed with effect from inception that the Terrorism exclusion to which this Insurance is subject, shall not apply to any "insured loss" directly resulting from any "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA").

The coverage afforded by this Endorsement is only in respect of any "insured loss" of the type insured by this Insurance directly resulting from an "act of terrorism" as defined in TRIA. The coverage provided by this Endorsement shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates. The Terrorism exclusion, to which this Insurance is subject, applies in full force and effect to any other losses and any act or events that are not included in said definition of "act of terrorism".

This Endorsement only affects the Terrorism exclusion to which this Insurance is subject. All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

Furthermore the Company/Underwriter(s) will not be liable for any amounts for which they are not responsible under the terms of TRIA (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on the Company's/Underwriter's liability for payment for terrorism losses.

LMA5389

09 January 2020

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

## **EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**A. The following exclusion is added:**

This insurance does not apply to:

**TERRORISM**

"Any injury or damage" arising, directly or indirectly, out of an "other act of terrorism" that is committed outside of the United States (including its territories and possessions and Puerto Rico), but within the "coverage territory". However, this exclusion applies only when one or more of the following are attributed to such act:

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

c. Protracted loss of or impairment of the function of a bodily member or organ; or

3. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
4. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
5. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an "other act of terrorism" and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

**B. The following definitions are added:**

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.



2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act;
- b. The act resulted in damage:
  - (1) Within the United States (including its territories and possessions and Puerto Rico); or
  - (2) Outside of the United States in the case of:
    - (a) An air carrier (as defined in Section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or
    - (b) The premises of any United States mission; and
- c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

3. "Other act of terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not a "certified act of terrorism".

Multiple incidents of an "other act of terrorism" which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.
- D. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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

## **EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**A. The following exclusion is added:**

This insurance does not apply to:

**TERRORISM PUNITIVE DAMAGES**

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

**B. The following definition is added:**

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

- C. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.**

# Privacy Notice

This notice explains how your data will be collected and dealt with, and your rights concerning that data. In this notice, 'we', 'us' or 'our' refers to HDI Global Specialty SE and its agents, co-insurers and reinsurers. 'You' or 'your' refers to the individual whose personal data we are processing.

## 1. Responsible data controller

HDI Global Specialty SE  
Podbielskistraße 396  
30659 Hannover  
Germany  
Tel. +49 511 5604-2909  
E-mail: [contact@hdi-specialty.com](mailto:contact@hdi-specialty.com)

HDI Global Specialty SE is a Data Controller as defined under the EU General Data Protection Regulation ('GDPR').

You can reach our Data Protection Officer by post at the aforementioned address (please include the additional address line "Data Protection Officer") or by e-mail via our data privacy group mailbox:

E-mail: [privacy-hgs@hdi-specialty.com](mailto:privacy-hgs@hdi-specialty.com)

## 2. Personal data we may collect about you

- 2.1. *Individual details* such as name, address, proof of address, contact details (including emails and telephone numbers), gender, marital status, date and place of birth, nationality, employer, job title, employment history and family details (including their relationship to you).
- 2.2. *Identification numbers* issued by government bodies, agencies or similar such as national insurance, passport, tax identification or driving licence numbers.
- 2.3. *Financial information* such as bank account or payment card details, income or transaction histories.
- 2.4. *Insurance policy information* including information about quotes you receive and policies you take out.
- 2.5. *Credit and anti-fraud data* including credit history, credit score, sanctions and criminal offences, and information received from various anti-fraud databases relating to you.
- 2.6. *Information about previous and current claims* (including in connection with other related or unrelated insurance) which may include data about your health, criminal convictions, or special categories of personal data and, in some cases, surveillance reports.
- 2.7. *Technical information* including your computer's IP address.
- 2.8. *Special categories of personal data* which have additional protection under the GDPR, namely health, criminal convictions, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric, or data concerning sex life or sexual orientation.

## 3. Where we may collect your personal data from

We may collect your personal data from various sources:

- 3.1. You (including, from time to time, recordings of your telephone calls with us)
- 3.2. Your family members, employer or agent/representative (including your broker)
- 3.3. Our agents, other insurers, insurance brokers, or reinsurers
- 3.4. Credit reference agencies

- 3.5. Websites or software applications for use on computers or mobile devices and/or social media content, tools and applications
- 3.6. Anti-fraud databases, sanctions lists, court judgments and other databases
- 3.7. Government agencies
- 3.8. Any open electoral register; or
- 3.9. In the event of a claim, third parties including the other party or parties to the claim, witnesses, experts, loss adjusters, solicitors, claims handlers, translators, surveillance agents, engineers and others.

#### **4. Identities of Data Controllers and Data Protection Contacts**

The operation of the insurance market means that personal data may be shared between insurance brokers, insurers, reinsurers and other market participants. You can find out the identity of the controller or controllers of your personal data in the following ways:

- 4.1. If you took out the insurance yourself, get in touch with the data protection contact at your insurance broker or the entity you dealt with in taking out the insurance.
- 4.2. If your employer or another organisation took out the insurance for your benefit, you should get in touch with the data protection contact at your employer or the organisation that took out the insurance.
- 4.3. If you are not a policyholder or an insured under the insurance, you should get in touch with the organisation that collected your personal data.

#### **5. The purposes, categories, legal grounds and recipients of our processing your personal data**

5.1. Your personal data may be processed for the following purposes:

##### **5.1.1.Quotation/inception:**

- Setting you up as a client, including possible fraud, sanctions, credit and anti-money laundering checks
- Evaluating the risks and matching them to appropriate policy terms/premium
- Payment of premium where the insured is an individual

##### **5.1.2.Policy administration**

- Client care, including communicating with you and sending you updates
- Payments to and from individuals

##### **5.1.3.Claims processing:**

- Managing insurance and reinsurance claims
- Defending or prosecuting legal claims or regulatory proceedings
- Investigating or prosecuting fraud

##### **5.1.4.Renewals**

- Contacting you/the insured to renew the insurance
- Evaluating the risks and matching them to appropriate policy terms/premium
- Payment of premium where the insured is an individual

##### **5.1.5.Other purposes including:**

- Complying with our regulatory or legal obligations
- Risk modelling
- Effecting reinsurance contracts
- Transferring books of business, company sales, restructuring and reorganisation.

5.2. We may also disclose personal data to the following non-exhaustive list of entities: reinsurers, financial institutions, service providers, contractors, agents, tax authorities, law enforcement and other regulators and group companies in connection with the above purposes. You will find the current list of service providers and our companies who participate in data-processing operations hereon our website or by emailing [privacy-hgs@hdi-specialty.com](mailto:privacy-hgs@hdi-specialty.com).

5.3. We process your data on one of the following legal grounds:

5.3.1. in order to place and operate the contract(s) of insurance;

5.3.2. where a legitimate interest to do so has been identified for which processing of your data is necessary and which balances your interest, rights and freedoms e.g. protecting you from fraud or personalising the insurance product to you; or

5.3.3. where we have a legal obligation to do so e.g. to prevent money laundering.

## **6. Consent**

To provide insurance and deal with insurance claims in certain circumstances we may need to process special categories of your personal data (see 1.8 above), such as medical or criminal records. Your consent to this processing may be necessary to achieve one or more of the purposes set out above.

Where this is the case, you may withdraw your consent to such processing at any time by notifying [privacy-hgs@hdi-specialty.com](mailto:privacy-hgs@hdi-specialty.com) . If you do withdraw your consent, however, this may mean we cannot provide insurance or pay claims.

## **7. Profiling**

When calculating insurance premiums, we may compare your personal data against other data such as industry averages or fraud patterns. Your personal data may also be used to create such other data to ensure, among other things, that premiums align to risk.

We may make decisions based on profiling and without staff intervention (known as automatic decision making).

## **8. Storage and retention of your personal data**

Data is held by us on servers and in printed form, as well as on our behalf in off-site storage facilities. We will keep your personal data only for so long as is necessary and for the purpose for which it was originally collected. In particular, so long as there is any possibility that either you or we may bring or face legal claims in connection with the insurance contract(s), or if there are legal or regulatory reasons to retain your data, we must do so.

## **9. International transfer of data**

We may need to transfer your data to third parties outside the European Economic Area. These transfers will be made in compliance with the GDPR.

If you would like further details of how your personal data would be protected if transferred outside the EEA, please contact [privacy-hgs@hdi-specialty.com](mailto:privacy-hgs@hdi-specialty.com).

## 10. Amendment

We may amend this Privacy Notice from time to time. We will let you know if we make any significant changes.

## 11. Your rights

If you have any questions about our use of your personal data, please contact the relevant data protection contact as explained above. In certain circumstances you may have the right to require us to:

- 11.1. Provide you with further details about the use we make of your personal data
- 11.2. Provide you with a copy of the personal data we hold
- 11.3. Correct any inaccuracies in the personal data we hold
- 11.4. Delete any personal data we no longer have any lawful ground to use
- 11.5. Where the processing requires your consent, to withdraw that consent so we stop the processing in question
- 11.6. Transfer your personal data to another organisation
- 11.7. Object to any processing based on the legitimate interests ground at 4.3.2 above unless our reasons for that processing outweigh any prejudice to your data protection rights
- 11.8. Object to automated processing, including profiling
- 11.9. Restrict how we process or use your personal data in certain circumstances e.g. whilst a complaint is being investigated.

In certain circumstances we may need to restrict the above rights to safeguard the public interest (e.g. prevention or detection of crime) or our interests (e.g. legal or litigation privilege).

If you are not satisfied with our use of your personal data or our response to any request by you to exercise any of your rights, or if you think we have breached the GDPR, you have the right to complain to the relevant national authority, details below.

### **Germany (lead supervisory authority)**

Die Landesbeauftragte für den Datenschutz Niedersachsen  
Prinzenstraße 5  
30159 Hannover

Phone: +49 (0511) 120 45 00

Fax: +49 (0511) 120 45 99

E-mail: [poststelle@lfd.niedersachsen.de](mailto:poststelle@lfd.niedersachsen.de)

Website: <https://www.lfd.niedersachsen.de>

### **Sweden**

Datainspektionen  
Drottninggatan 29  
5th Floor  
Box 8114  
104 20 Stockholm

Tel. +46 8 657 6100 Fax +46 8 652 8652 e-mail: <a href="mailto:datainspektionen@datainspektionen.se">datainspektionen@datainspektionen.se</a> Website: <a href="http://www.datainspektionen.se/">http://www.datainspektionen.se/</a>			
<b>Italy</b>  Garante per la protezione dei dati personali Piazza di Monte Citorio, 121 00186 Roma  Tel. +39 06 69677 1 Fax +39 06 69677 785 e-mail: <a href="mailto:garante@garanteprivacy.it">garante@garanteprivacy.it</a> Website: <a href="http://www.garanteprivacy.it/">http://www.garanteprivacy.it/</a>			
<b>UK</b>			
<b>England</b>	<b>Scotland</b>	<b>Wales</b>	<b>Northern Ireland</b>
Information Commissioner's Office Wycliffe House Water Lane Wilmslow Cheshire SK9 5AF	Information Commissioner's Office 45 Melville Street Edinburgh EH3 7HL	Information Commissioner's Office 2 <sup>nd</sup> Floor Churchill House Churchill Way Cardiff CF10 2HH	Information Commissioner's Office 3 <sup>rd</sup> Floor 14 Cromac Place Belfast BT7 2JB
Tel: 0303 123 1113 (local rate) or 01625 545 745 (national rate)	Tel: 0131 244 9001	Tel: 029 2067 8400	Tel: 0303 123 1114 (local rate) 028 9027 8757 (national rate)
casework@ico.org.uk	scotland@ico.org.uk	wales@ico.org.uk	ni@ico.org.uk

## 12. Contact Us

Head Office: Data Protection Officer, Podbielskistraße 396, 30659 Hannover, Germany, Tel. +49 511 5604-2909

UK Branch: Legal & Compliance, 10 Fenchurch Street, London, EC3M 3BE, Tel. +44 (20) 7015 4000

Scandinavian Branch: Legal & Compliance, Hantverkargatan 25, P.O Box 22085, SE-104 22 Stockholm, Tel. +46 8 617-5485

Italian Branch: Data Protection Officer, Podbielskistraße 396, 30659 Hannover, Germany