

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SPECIAL EVENT LIABILITY ENDORSEMENT – NEW YORK

For an additional premium, we will provide the coverage described in this endorsement.

### POLICY PERIOD

The coverage provided under this endorsement applies only to **occurrences** during the **policy period**.

### DEFINITIONS

For purposes of this endorsement, the words below mean the following:

**Bodily injury** means bodily harm, sickness, disease or death of a person.

**Business** means:

1. a trade;
2. profession; or
3. occupation;

engaged in on a full-time, part-time or occasional basis.

**Insured** means the **named insured** and each **honoree** and **spouse** of an **honoree**.

**Insured contract** means a contract or lease of facilities or premises, fixtures, improvements or contents, for use at or as the **event location**.

**Occurrence** means:

1. an accident, including continuous or repeated exposure to substantially the same general conditions, occurring at the **event location** during the **policy period**, that results in **bodily injury** or **property damage**; or
2. an offense, including a series of related offenses, committed at the **event location** during the **policy period**, that results in **personal injury**.

**Organizational insured** means:

The organization named in the additional insured section of the Declarations, but only with respect to conduct of the business also named in the additional insured section of the Declarations and includes:

1. Sole owner, partners, or managers, of the **Organizational insured** and their **spouses**;
2. The executive officers and directors of the **Organizational insured**; and
3. Volunteer workers, but only while performing duties for the **Organizational insured** or employees, but only for acts within the scope of their employment by the **Organizational insured**.

**Personal injury** means injury other than **bodily injury** caused by any of the following offenses committed on the **event date** at the **event location**:

1. False arrest, detention, or imprisonment, or malicious prosecution;
2. Libel, slander or defamation of character; or
3. Invasion of privacy, wrongful eviction or wrongful entry.

**Policy period** means date shown as the **event date** in Special Event Liability section of the Declarations.

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

**Property damage** means physical injury to, destruction of, or loss of use of tangible property.

**Territory** means the United States of America, its territories and possessions. It also means Puerto Rico or Canada, and cruise ships leaving from a port within these territories.

All other definitions contained in the Special Event Policy apply.

### LIABILITY COVERAGES

#### 1. **Bodily Injury, Property Damage and Personal Injury**

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

- a. Pay up to **our** limit of liability for the damages for which an **insured** is legally liable. Damages include prejudgment interest awarded against an **insured**; and
- b. Provide a defense at **our** expense by counsel of **our** choice. **We** will provide a defense even if the suit is groundless, false or fraudulent. **We** may investigate and settle any claim or suit that **we** decide is appropriate. **Our** duty to settle or defend ends when the amount **we** pay for damages resulting from the **occurrence** exhausts **our** limit of liability.
- c. If we conclude that based on **occurrences**, offenses, claims or suits which have been re-

ported to **us** and to which this insurance may apply, the

- (1) general aggregate limit,
- (2) per **occurrence** limit, or
- (3) **property damage** sub-limit

is likely to be used up in the payment of judgments or settlements we will notify the **named insured**, in writing, to that effect as soon as practicable.

- d. When the limit of liability described in paragraph b. above has actually been used up in the payment of judgments or settlements:

- (1) **We** will notify the **named insured**, in writing, as soon as practicable, that:
  - (a) Such a limit has actually been used up; and
  - (b) **Our** duty to defend suits seeking damages subject to that limit has also ended.

- (2) **We** will initiate, and cooperate in, the transfer of control, to any appropriate **insured**, of all claims and suits seeking damages which are subject to that limit and which are reported to **us** before that limit is used up. That **insured** must cooperate in the transfer of control of said claims and suits.

**We** agree to take such steps, as **we** deem appropriate, to avoid a default in, or continue the defense of, such suits until such transfer is completed, provided the appropriate **insured** is cooperating in completing such transfer.

**We** will take no action whatsoever with respect to any claim or suit seeking damages that would have been subject to that limit, had it not been used up, if the claim or suit is reported to **us** after that limit of liability has been used up.

- (3) The **named insured**, and any other **insured** involved in a suit seeking damages subject to that limit, must arrange for the defense of such suit within such time period as agreed to between the appropriate **insured** and **us**. Absent any such agreement, arrangements for the defense of such suit must be made as soon as practicable.
- e. The **named insured** will reimburse **us** for expenses **we** incur in taking those steps **we**

deem appropriate in accordance with paragraph (2) above.

- f. The exhaustion of any limit of insurance by the payments of judgments or settlements, and the resulting end of **our** duty to defend, will not be affected by **our** failure to comply with any provisions of this condition.

## 2. Additional Payments

When arising out of an **occurrence** to which this coverage applies, **we** will cover the following if coverage applies to the **occurrence**:

- a. Costs and expenses **we** incur to defend a claim or lawsuit against an **insured**;
- b. Interest which accrues after judgment in a lawsuit and before **we** pay, offer, or deposit in court that part of the judgment which does not exceed **our** limit of liability;
- c. Premiums on bonds but only for that portion of the bond not exceeding **our** limit of liability. These are covered only if required in a suit **we** defend. **We** have no duty to apply for or furnish these bonds; and
- d. Reasonable expenses incurred by an **insured** at **our** request. This includes actual loss of wages up to \$100 a day due to attendance at hearings or trials at **our** request.

These are covered in addition to **our** limit of liability.

## LIMITS OF LIABILITY

1. The most **we** will pay for all damages for any one **occurrence** is the limit of liability shown on the Declarations. This is the most **we** will pay regardless of the number of **insureds**. This is also the most **we** will pay despite the number of claims made, suits brought, persons injured, property damaged, or exposures or premiums shown on the Declarations.
2. The general aggregate limit is the most **we** will pay for all damages to which this insurance applies. This general aggregate limit applies despite the number of **occurrences**. Other than as set out below (regarding an **insured's** liability for damage to property rented to or hired by an **insured**), there is no separate limit for any person or entity insured under this endorsement.
3. Subject to the general aggregate limit and the per **occurrence** limit, the most **we** will pay for all **property damage** to the **event location** is the limit of liability shown on the Declarations as **property damage** liability sublimit. This limit includes loss to any fixtures and contents rented,

hired, loaned to, or within any **insured's** care, custody or control at the **event location**. This limit is the most **we** will pay despite the number of **insureds**, claims made, suits brought, property damaged or exposures.

## LIABILITY EXCLUSIONS

This endorsement does not apply to:

1. **Bodily injury or property damage** expected or intended by an **insured** even if the resulting **bodily injury or property damage**:

- a. is of a different kind, quality or degree than expected or intended; or
- b. is sustained by a different person, entity, real or personal property, than expected or intended.

Exclusion 1. does not apply to **bodily injury** which results from the use of reasonable force by an **insured** to protect persons or property.

2. **Bodily injury, property damage or personal injury**:

- a. arising out of a **named insured's** or an **honoree's business** pursuits or **business** property.
- b. for which an **insured** may be held liable by reason of:
  - i. causing or contributing to the intoxication of any person;
  - ii. furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
  - iii. violation of any law or regulation relating to the sale, gift, distribution or use of alcoholic beverages.
- c. arising out of:
  - i. the ownership, maintenance, use, loading or unloading, or entrustment of any motor vehicle, motorized vehicle, non-motorized transportation, trailer, watercraft, aircraft or recreational vehicle;
  - ii. vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using any motor vehicle, motorized vehicle, trailer, watercraft, aircraft or recreational vehicle; or
  - iii. the failure to supervise, or the negligent supervision, of any person, by an **insured** in connection with any motor vehicle, motorized vehicle, trailer, watercraft, aircraft or recreational vehicle.

d. arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance, as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, marijuana, LSD and all narcotic drugs. This exclusion shall not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

e. arising out of the acts or omissions of any provider of goods or services in conjunction with the **event**. This applies whether or not they are a paid contractor or **vendor**.

f. arising out of the rendering or failing to render professional services.

g. arising from a violation of a penal statute or ordinance, with the knowledge of an **insured**.

h. arising out of the actual, alleged or threatened release, discharge, escape, dispersal, seepage or migration of **pollutants**:

- i. 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**, or
- ii. which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any **insured**.

Subparagraph i. does not apply to **property damage** arising out of heat, smoke or fumes from a hostile fire. As used in this exclusion a hostile fire means one which becomes out of control or breaks out from where it was intended to be.

i. caused directly or indirectly by war, including the following and any sequence of the following:

- i. undeclared war, civil war, insurrection, rebellion or revolution;
- ii. 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
- iii. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

Discharge of a nuclear weapon will be deemed a warlike act, even if accidental.

- j. arising directly or indirectly from an **occurrence** outside of the **territory**.
- k. arising out of ownership, maintenance, use, loading, unloading or entrustment to others of any mechanical, inflatable or motorized amusement device.
- l. arising out of the use, preparation, presentation or viewing of pyrotechnics, including fireworks, Chinese lanterns, sparklers or other firework novelties used for entertainment displays.

3. **Bodily injury or personal injury:**

- a. to an **insured**;
- b. arising out of the transmission of a communicable disease by an **insured**; or
- c. arising out of sexual molestation, corporal punishment or physical or mental abuse.

4. **Property damage** to property owned by, loaned to, rented to, or in the care, custody or in control of an **insured**.

Subject to this endorsement's **property damage** sublimit of liability, this exclusion 4. does not apply to the extent an **insured** assumed contractual obligation for **property damage** to an **event location**, or to any fixtures or contents rented, hired, loaned to, or within any **insured's** care, custody or control at the **event location**.

5. **Personal Injury:**

- a. arising out of oral or written publication of material, if done by or at the direction of anyone seeking coverage with knowledge of its falsity;
- b. arising out of:
  - i. advertising, broadcasting or telecasting activities by an **insured**, or
  - ii. libel, slander, defamation or violation of privacy if:
    - (a) the same first injurious publication or utterance occurred prior to the **date of issue**, or
    - (b) the offense committed is about any organization or business, its products or services and made with knowledge of the falsity by or at an **insured's** direction.
- c. arising out of a breach of contract; or
- d. arising out of the use of an electronic chat-room or bulletin board.

6. Damages:

- a. for which any person seeking coverage under this endorsement is required to pay by reason of assumption of liability in a contract or agreement or by bailment. However, this exclusion does not eliminate coverage for damages:
  - i. That any person seeking coverage under this endorsement would have in the absence of the contract, bailment or agreement, and provided they are otherwise covered under this endorsement; or
  - ii. Assumed by an **insured** in a contract or agreement that is an **insured contract**, provided the damages are otherwise not excluded by this policy.
- b. an **insured** or any company providing primary insurance may have to pay under any of the following laws:
  - i. workers' compensation law;
  - ii. unemployment compensation
  - iii. disability benefits; or
  - iv. any other similar law.
- c. which are designated as punitive, exemplary or statutory multiple damages.

7. Any loss, cost or expense arising out of any:

- a. request, demand or order issued or made pursuant to any environmental protection or environmental liability statutes or regulations that anyone tests for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to or assess the effects of any **pollutants**.
- b. claim or suit by or on behalf of a governmental testing 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 any **pollutants**.

8. Any amounts assessed against an **insured** by a corporation or association of property owners.

**DUTIES AFTER OCCURRENCE**

In the event of an **occurrence** which may involve the coverage provided by this endorsement, **you** (or someone acting for **you**) must perform the following duties that apply. We have no duty to provide coverage under this policy if your failure to comply with the following duties is prejudicial to us, except as provided for in Paragraph 2. You will help us by seeing that these duties are performed. Any written notice given by any claimant to us or any of our agents in this

state, containing particulars sufficient to identify the **insured**, will be deemed notice to us.

Failure to give notice to us as required under this policy shall not invalidate any claim made by the **insured**, injured person or any other claimant, unless the failure to provide such timely notice is prejudicial to us. However, no claim made by the **insured**, injured person or any other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as reasonably possible thereafter.

**You** must help **us** by seeing that these duties are performed.

1. Give written notice to **us** or **our** agent as soon as is reasonably practicable, which sets forth:
  - a. the identity of the policy and the **named insured**;
  - b. reasonably available information on the time, place and circumstances of the **occurrence**; and
  - c. name and addresses of any claimants and witnesses.
2. Promptly forward to **us** every notice, demand, summons or other process relating to the **occurrence**.
3. At our request, help **us** with the items below:
  - a. Make settlement;
  - b. Enforce any right of contribution or indemnity against any person or organization who may be liable to **you**;
  - c. With the conduct of suits and attend hearings and trials;
  - d. Secure and give evidence and obtain the attendance of witnesses;
  - e. Cooperate with and assist **us** in any manner concerning a claim or suit; and
  - f. Submit to examinations by **us**, under oath, as **we** may reasonably require.
4. **You** will not, except at **your** own cost, voluntarily make payment, assume obligation or incur expense.

#### **Suit Against Us.**

1. No action can be brought against **us** unless there has been full compliance with all of the terms of this policy.

2. No one will have the right to join **us** as a party to any action against an **insured**.
3. Also, no action with respect to Liability Coverages can be brought against **us** until the obligation of such **insured** has been determined by final judgment or agreement signed by **us**.

If we deny coverage or do not admit liability for damages arising from bodily injury caused by an occurrence because an insured or the injured person, someone acting for the injured person or other claimant fails to give us or any of our agents in this state notice as soon as reasonably possible, then the injured person, someone acting for the injured person or other claimant may bring an action against us, in which the sole question is whether the denial of coverage or nonadmission of liability is based on the failure to provide notice as soon as reasonably possible.

However, the injured person or someone acting for the injured person may not bring an action if within 60 days after we deny coverage or do not admit liability for damages because of **bodily injury**, we or an **insured**:

- a. Brings an action to declare the rights of the parties under the policy; and
- b. Names the injured person, someone acting for the injured person or other claimant as a party to the action.

If we fail to pay for damages because of **bodily injury** or **property damage** caused by an occurrence within 30 days after serving notice of entry of judgment upon the **insured** and us, then an action may be maintained against us for the amount of the judgment, up to the Limit of Liability. However, this does not apply during a stay or limited stay of execution against the **insured** on such judgment.

#### **BANKRUPTCY OF ANY INSURED**

Bankruptcy or insolvency of any **insured** or the **insured's** estate shall not relieve **us** of any of **our** obligations under this policy.

#### **OTHER INSURANCE**

The insurance **we** provide in this endorsement is excess over any other valid and collectible insurance available to an **insured**.

All other provisions of this policy apply.