

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

## **SPECIAL EVENT LIABILITY ENDORSEMENT**

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

**Insured** means the **named insured** and each **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**.

**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 one or more 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, Puerto Rico or Canada, and cruise ships leaving from a port within these territories.

All other definitions remain the same.

### **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, 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.

#### **2. Additional Payments**

When arising out of an **occurrence** to which this coverage applies, **we** will cover the following in addition to **our** limit of liability:

- 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 required in a suit **we** defend, but only for that portion of the bond not exceeding **our** limit of liability. **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.

## 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**, 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 regardless of 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**, or to any fixtures and contents rented, hired, loaned to, or within any **insured's** care, custody or control at the **event location**, is the limit of liability shown on the **Declarations** as **property damage** liability sub-limit. This is the most **we** will pay regardless of 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** which is 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.

However, this exclusion 1. does not apply to **bodily injury** resulting 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, 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. However, 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**, 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 1. 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 is one which becomes uncontrollable or breaks out from where it was intended to be.

- i. arising out of the actual, alleged or threatened absorption, adsorption, ingestion or inhalation by any person of lead or asbestos at or from any premises, site or location which is or was at any time owned, occupied, rented or loaned by an **insured**.
- j. 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 act by military force or military personnel; or
  - iii. destructive seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a war-like act, even if accidental.

- k. arising directly or indirectly from an occurrence outside of the **territory**.

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, made with knowledge of the falsity and 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 cha-troom or bulletin board.

6. Damages:

- a. for which any person seeking coverage under this endorsement is obligated 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. **You** must help **us** by seeing that these 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**:
  - a. to make settlement;
  - b. to 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. to 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.

#### **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.

SAMPLE