

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SPECIAL PROVISIONS – TEXAS  
SPECIAL EVENT LIABILITY ENDORSEMENT  
SPECIAL EVENT LIABILITY ENDORSEMENT INCLUDING LIQUOR LIABILITY**

The **Special Event Liability Endorsement** and the **Special Event Liability Endorsement including Liquor Liability** are amended as follows:

**LIABILITY EXCLUSIONS**

1. is deleted and replaced by:
  1. **Bodily injury** or **property damage** expected or intended by the **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** resulting from the use of reasonable force by the **insured** to protect persons or property.
  2. **h.** is amended as follows:
 

This pollution exclusion does not apply for loss arising from a heating/air conditioning system (HVAC) or similar appliances.
  2. **i.** is deleted.
  3. is deleted and replaced by:
  3. **Bodily injury** or **personal injury**:
    - a. to an **insured**;
    - b. arising out of the transmission of disease by any **insured** through sexual contact; or
    - c. arising out of sexual molestation, corporal punishment or physical or mental abuse.

For the purpose of this exclusion, abuse means an act which is committed with the intent to cause harm.

6. **c.** is deleted.
9. **Intentional Loss** is added:
9. **Intentional Loss**
  - a. **Intentional Loss** means any loss arising out of any act an **insured** commits or conspires to commit with the intent to cause a loss.
 

In the event of such loss, no **insured** is entitled to coverage even **insureds** who did not commit or conspire to commit the act causing the loss.
  - b. However, this exclusion does not apply to an **insured** who did not cooperate in or contribute to the creation of the loss if that **insured** has:
    - i. Filed a police report; and
    - ii. Cooperated with law enforcement investigation or prosecution relating to any other **insured** causing the **intentional loss**.
  - c. If **we** pay a claim pursuant to Paragraph 9.b., **our** payment to the **insured** is limited to that **insureds** insurable interest in the property less any payments **we** first made to a mortgagee or other party with a secured interest in the policy. In no event will **we** pay more than the limit of liability. As a condition of payment for **intentional loss** caused by another **insured** under this exception to the exclusion, **we** may require an assignment of rights of recovery to the extent that payment is made by **us**.

All other provisions of the policy apply.