

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY EXTRA ENDORSEMENT - RESORTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

Paragraph 2. **Exclusions** is amended as follows:

1. EXPECTED OR INTENDED INJURY EXTENSION

a. Paragraph a. **Expected Or Intended Injury** is deleted and replaced by the following:

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

2. NON-OWNED WATERCRAFT EXTENSION

Subparagraph (2) of g. **Aircraft, Auto Or Watercraft** is deleted and replaced by the following:

(2) A watercraft you do not own that is:

(a) Less than 52 feet long; and

(b) Not being used to carry persons or property for a charge.

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft.

This insurance is excess over any other valid and collectible insurance available to the insured, whether primary, excess or contingent.

3. The last paragraph of 2. **Exclusions** is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire to premises, including standing timber, 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**.

B. SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph 1.b. of **Insuring Agreement** is deleted and replaced by the following:

b. With respect to Advertisers and Broadcasters, this insurance applies to "personal and advertising injury" caused by an offense arising out of your business.

2. Paragraph 2. **Exclusions**, sub-paragraph e. **Contractual Liability** is deleted in its entirety.

3. Paragraph 2. **Exclusions**, sub-paragraph j. **Insureds In Media And Internet Type Businesses** is deleted and replaced by the following:

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

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

C. SUPPLEMENTARY PAYMENTS – COVERAGES A AND B, paragraphs 1.b. and 1.d. are deleted and replaced by the following:

b. Up to \$2,500 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.

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 \$300 a day because of time off from work.

D. SECTION II – WHO IS AN INSURED is amended as follows:
BROADENED NAMED INSURED

Paragraph 3. is deleted and replaced by the following:

Any business entity organized under the laws of the United States of America (including any state thereof, its territories or possessions), or Canada (including any province thereof) will qualify as a Named Insured if there is no similar insurance available to that business entity, provided that one or more Named Insureds shown in the Declarations have, at the inception of the policy period, an ownership interest in such business entity of more than 50%. However, if a Named Insured has an ownership interest in a business entity of more than 50%, the business entity will not be a Named Insured if such business entity is an insured under any other liability policy or would be an insured under such policy but for its termination or the exhaustion of its Limit of Insurance.

E. ADDITIONAL INSURED

1. **SECTION II – WHO IS AN INSURED** is amended to include, as an additional insured, any person(s) or organization(s) for whom a written contract or written agreement between you and such person(s) or organization(s) exists and requires such person(s) or organizations(s) to be added as an additional insured to your Policy. This additional insured status applies to liability because of "bodily injury", "property damage" or "personal and advertising injury", but shall not apply to any independent acts or omissions of such person or organization who qualifies as an additional insured.
 - a. This endorsement applies only if the written contract or written agreement is:
 - (1) Currently in effect or becomes effective during the term of this Policy; and
 - (2) Executed prior to the "bodily injury", "property damage" or "personal and advertising injury".
 - b. The insurance afforded to such additional insured only:
 - (1) Applies to the extent permitted by law; and
 - (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
2. The insurance provided to the additional insured by this endorsement applies as follows:
 - a. The person(s) or organization(s) is an additional insured but only for liability caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (1) In connection with premises owned by or rented to you; or
 - (2) In the performance of your ongoing operations.
 - b. If the additional insured is an architect, engineer, or surveyor, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services including:
 - (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - (2) Supervisory, inspection, or engineering services.

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", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.
 - c. If the additional insured is a lessor of equipment, this insurance only applies to liability caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such additional insured and does not apply to any "occurrence" which takes place after the equipment lease expires.
 - d. If the additional insured is a state or governmental agency or political subdivision and has issued a permit in connection with premises you own, rent, or control, this insurance applies only with respect to the following hazards for which the state or political subdivision has issued such permit:
 - (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decoration and similar exposures;
 - (2) The construction, erection, or removal of elevators; or
 - (3) The ownership, maintenance, or use of any elevators covered by this insurance.

COMMERCIAL GENERAL LIABILITY

- e. If the additional insured is a state or governmental agency or political subdivision that has issued a permit or authorization with respect to operations performed by you or on your behalf, then this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or "bodily injury", or "property damage" included within the "products-completed operations hazard".
- f. If the additional insured is a manager or lessor of insured premises, that person or organization is an additional insured but only with respect to liability caused, in whole or in part by the ownership, maintenance or use of that part of the premises leased to you.
This insurance does not apply to:
 - (1) Any "occurrence" that 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 manager or lessor of insured premises.
- g. If the additional insured is a grantor of a franchise, that person(s) or organization(s) is only an additional insured with respect to liability as grantor of a franchise to you.
- h. If the additional insured is an owner or has some other interest in land that has been leased to you, that person(s) or organization(s) is only an additional insured with respect to liability caused, in whole or in part by the ownership, maintenance or use of that part of the land leased to you.
This insurance does not apply to:
 - (1) Any "occurrence" that takes place after you cease to lease that land;
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of the owner or other interest from whom land has been leased.
- i. If the additional insured is a mortgagee, assignee, or receiver, that person(s) or organization(s) is only an additional insured with respect to liability caused, in whole or in part, by the ownership, maintenance or use of the premises by you.
This insurance does not apply to structural alterations, new construction or demolition operations performed by or for that mortgagee, assignee, or receiver.
- j. If the additional insured has a controlling interest, that person(s) or organization(s) is an additional insured but only for liability caused, in whole or in part, by:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy those premises.This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that controlling interest.
- k. If the additional insured is a vendor, that person(s) or organization(s) is only an additional insured with respect to "bodily injury" or "property damage" caused, in whole or in part, by "your products" which are distributed or sold in the regular course of the vendor's business, but only if this Policy provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
 - (1) This insurance afforded to the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor 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 that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked under the instructions of the manufacturer for the sole purpose of inspection, demonstration, testing or the substitution of parts and then repackaged in the original container;
 - (e) Any failure by the vendor to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products";
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your products";
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products".
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- 3. With respect to the insurance afforded to an additional insured as provided in Paragraphs E.1. and E.2. above, the most we will pay on behalf of the additional insured is the amount of insurance:
 - a. Required by the contract or agreement; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

With respect to the insurance afforded to an additional insured as provided in paragraphs E.1. and E.2. above, this insurance shall not increase the applicable Limits of Insurance shown in the Declarations.

- 4. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
 - a. This insurance does not apply to:
 - (1) "Bodily injury" or "property damage" occurring after:
 - (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
 - (2) "Bodily injury", "property damage" or "personal and advertising injury" caused by the rendering or failure to render any professional services.

5. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance is amended to include:

For the purposes of this endorsement, this insurance shall be either primary, or primary and non-contributory if the written contract or written agreement between you and the additional insured requires primary, or primary and non-contributory status for the additional insured. This insurance shall be excess to any other policy providing additional insured coverage to the additional insured person or organization for the same claim or "suit".

F. SECTION IV – CONDITIONS is amended as follows:

1. KNOWLEDGE AND NOTICE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** is amended to add the following:

Your obligation to notify us as soon as practicable of an "occurrence", offense, claim or "suit" is satisfied if you send us written notice as soon as practicable after any of your "executive officers", directors, partners, insurance managers or legal representatives becomes aware of or should have become aware of such "occurrence", offense, claim or "suit".

2. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us:**

We agree to waive any right of recovery we may have against any person or organization when such waiver is required by a written contract that you have agreed to prior to any "occurrence" "suit" or the offense which caused the "bodily injury", "property damage" or "personal and advertising injury", provided that the "occurrence", "suit" or the offense which caused the "bodily injury", "property damage" or "personal and advertising injury" arises out of your ongoing operations or "your work" done under a written contract with that person or organization and included in the "products-completed operations hazard".

3. FAILURE TO DISCLOSE HAZARDS

The following is added to Paragraph 6. **Representations:**

If you unintentionally failed to disclose all hazards or prior "occurrences" or offenses existing at the inception of this Policy but reported such error or omission to us as soon as practicable after discovery, then we will not deny coverage under this Coverage Part because of such failure.

This provision does not affect our right to collect any additional premium or exercise our right of cancellation or non-renewal.

G. SECTION V – DEFINITIONS is amended as follows:

1. BODILY INJURY

The definition of "bodily injury" in Paragraph 3. is deleted and replaced by the following:

3. "Bodily injury" means:

- (a) Bodily injury, sickness or disease sustained by a person, and also includes mental anguish or emotional distress provided such mental anguish or emotional distress results from any of these; and
- (b) Death resulting from bodily injury, sickness or disease.

2. EMPLOYEE

The definition of "employee" in Paragraph 5. is deleted and replaced by the following:

5. "Employee" includes a "leased worker" or a "temporary worker".

However, this definition does not apply to **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** Paragraph 2. **Exclusions, sub-paragraph e. Employers Liability.**

3. INSURED CONTRACT

The definition of "insured contract" in Paragraph 9. sub-paragraph f. is deleted and replaced by the following:

- 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 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 instruction, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) 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 (1) above and supervisory, inspection, architectural or engineering activities.

4. EXTENDED DEFINITION OF "PERSONAL AND ADVERTISING INJURY"

The definition of "personal and advertising injury" in Paragraph 14.b. is deleted and replaced by the following:

Abuse of process; and malicious prosecution.

All other terms and conditions of the policy remain unchanged.