

**Chartis** is pleased to provide quality risk management services to our insured customers. Praesidium, Inc., a national leader in abuse risk management, is retained by Chartis to provide complimentary abuse risk management services to you as a value added service to your insurance coverage. We understand the issues and with the help of Praesidium will work with you to help minimize the potential for loss to your organization.

### ***Armatus® Online Training***

Armatus provides your employees with the training they need to help protect someone in your care from abuse. Armatus is perfect for social service programs, schools, camps, churches, youth development programs, sports clubs, programs serving adults with disabilities, and child care centers—almost any organization that puts one person in charge of another.

### ***Toll-Free Confidential Helpline***

Have concerns about a job applicant? Want to discuss your screening and selection practices? Not sure how to respond to a report of suspicious interactions between an employee and a client? Need a sample policy governing electronic communications? Call Praesidium to confidentially discuss anything that may forewarn of an incident or lead to an abuse claim. Their experts include psychologists, social workers, attorneys, private investigators, policy analysts, doctoral level educators, and human resource professionals with extensive experience in organizational abuse risk management. Just call **866.607.SAFE (7233)**.

### ***Praesidium's Safety Bulletin***

This quarterly publication provides actual case studies to illustrate how abuse can occur in organizations. Additionally, it includes specific user-friendly practices that can help prevent an incident in your programs; recent legal rulings that may impact your exposures and liability; and a Q & A column where readers ask for advice on their most pressing risk management concerns. Distribute the Safety Bulletin to your employees and volunteers so they stay well informed about how to keep those in their care safe from abuse.

### ***On-Site Management Systems Review\****

Praesidium's Management Systems Review identifies potential gaps in your risk management practices related to preventing the sexual abuse of children or vulnerable adults by an employee, volunteer, or another program participant. Praesidium can analyze your existing policies; interview representatives from your program, human resources, risk management, legal, and training; and review past incidents, allegations or litigation related to abuse. At the conclusion of the review, Praesidium will share the findings with key leaders and recommend ways to address potential exposures.

RISK MANAGEMENT  
SERVICES

## **Praesidium, Inc.**

### ***On-Site Training\****

Praesidium offers an array of tailored workshops and seminars for front-line workers, managers, and even board members covering employee screening and selection, best practices in abuse risk management, how to prevent peer-to-peer sexual acting out, legal issues in abuse risk management and many others.

### ***Policy Analysis\****

Sound policies provide the foundation for a safe environment. They tell your employees and volunteers what is and is not acceptable; they set your tolerance levels; and they can protect you if you face litigation. But are your policies doing their job? Send your policies to Praesidium and they will tell you what works and what needs re-visiting, and why!

\* These services may not be available to all Chartis insured clients. Please contact us for service details.

### ***Chartis Criminal Background Check Package***

Praesidium has developed a comprehensive background check package discounted exclusively for Chartis insureds. The package includes a Social Security Number Trace & Alias Search, a Multi-State Criminal Records Search, National Sex Offender Registry Search, and the Terrorist Database & various National and International Security Database Search. This comprehensive database includes over 305 million criminal records. When you sign up for the background check service, you will also receive the following complimentary services:

1. An initial consultation call to discuss which background checks are most appropriate for your organization.
2. A standard consent form for your applicants.
3. A comprehensive user's manual that provides instructions for using the online background check system to order checks and view results.
4. Upon request, Praesidium will help you interpret background check results and reports with criminal hits, provide guidance regarding adverse action procedures, and provide information about developing a committee to determine if a criminal hit should disqualify an applicant from employment.

### **Contact us**

800-611-3994 Telephone  
888-659-4047 Facsimile  
programslc@chartisinsurance.com



Chartis is the marketing name for the worldwide property-casualty and general insurance operations of Chartis Inc. For additional information, please visit our website at <http://www.chartisinsurance.com>. All products are written by insurance company subsidiaries or affiliates of Chartis Inc. Coverage may not be available in all jurisdictions and is subject to actual policy language. Non-insurance products and services may be provided by independent third parties. Certain coverage may be provided by a surplus lines insurer. Surplus lines insurers do not generally participate in state guaranty funds and insureds are therefore not protected by such funds.

## **CLAIM REPORTING NOTICE**

### **RSC Solutions Sports and Recreation Program**

Effective January 1, 2011, all new General Liability and Property claims for the RSC Solutions Sports and Recreation Program, regardless of severity or location, are reportable to the Lexington Claims Department for handling.

Lexington accepts new reports of losses in the following methods:

**E-Mail:** [RSCclaims@chartisinsurance.com](mailto:RSCclaims@chartisinsurance.com)

**Fax:** 866-785-2722

**Telephone:** 1-800-931-9546

**Mail:** Lexington Claims Department  
100 Summer Street, 17<sup>th</sup> Floor  
Boston, MA 02110  
Attention: Bruce Lantman, Segmentation Manager

To report a loss after hours, call 1-800-931-9546 (weekends & after 5 pm Eastern Time, Mon.-Fri.)

To follow up on existing claims handled by Lexington, call: 1-877-873-9972

#### **Lexington Claims Contacts:**

William Brewer, Examiner	(617) 330-4240	<a href="mailto:William.Brewer@chartisinsurance.com">William.Brewer@chartisinsurance.com</a>
Bruce Lantman, Segmentation Manager	(617) 330-8461	<a href="mailto:Bruce.Lantman@chartisinsurance.com">Bruce.Lantman@chartisinsurance.com</a>

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### **AUTOMOBILE claims will continue to be reported to YORK CLAIM SERVICES:**

**E-MAIL:** [yorkclaimsintake@york-claims.com](mailto:yorkclaimsintake@york-claims.com)

**FAX:** (973) 404-1040

**Telephone:** 1-866-391-9675

**Mail:** York Claims Service, Inc.  
99 Cherry Hill Road, Suite 102  
Parsippany, NJ 07054  
Attn: Jenai A. Russell, Manager

### POLICYHOLDER NOTICE

Thank you for purchasing insurance from the Chartis companies. Chartis insurance companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by Chartis insurance companies to brokers and independent agents in the United States by visiting our website at [www.chartisinsurance.com/producercompensation](http://www.chartisinsurance.com/producercompensation) or by calling 1-800-706-3102.

COMMERCIAL LINES POLICY  
COMMON POLICY DECLARATIONS

- New Hampshire Insurance Company  
 Granite State Insurance Company  
 Illinois National Insurance Co.

(Each of the above being a capital stock company)  
175 Water Street, 18<sup>th</sup> floor, New York, NY 10038  
212-458-5000

RENEWAL OF NUMBER NEW

POLICY NO. 11388698

NAMED INSURED AMERICAN GAELIC GAMES

MAILING ADDRESS MPS 14300 S. RAVINIA AVENUE #200  
ORLAND PARK, IL 60462

POLICY PERIOD: From February 1, 2012 to February 1, 2013  
at 12:01 A.M. Standard Time at your mailing address shown above.

PRODUCER: KEVIN PATRICK  
SULLIVAN/RUCKING  
INSURANCE  
1039 SCOTT STREET #B  
SAN FRANCISCO, CA 94115

BUSINESS DESCRIPTION: SPORTS AND RECREATIONAL PROGRAM

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

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THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	\$ <u>N/A</u>
Commercial General Liability Coverage Part	\$ <u>27,719.00</u>
Commercial Crime Coverage Part	\$ <u>N/A</u>
Commercial Inland Marine Coverage Part	\$ <u>N/A</u>
Boiler and Machinery Coverage Part	\$ <u>N/A</u>
Commercial Auto Coverage Part	\$ <u>N/A</u>
	TOTAL \$ <u>27,719.00</u>

Premium shown is payable: \$ 27,719.00 at inception; \$ N/A 1st Anniversary; \$ N/A 2nd Anniversary

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Form(s) and Endorsement(s) made a part of this policy at time of issue \*: See Forms Schedule.

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\*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.

Countersigned: 01/31/2012

By \_\_\_\_\_  
Authorized Representative

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

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JDL 190(0)-X (Ed. 3-2007)

Insured eCopy

**ENDORSEMENT #**

**This endorsement, effective 02/01/2012 at 12:01 AM**

**Forms a part of policy no.: 11388698**

**Issued to: North American Board Gaelic Athletic Association**

**D/B/A: American Gaelic Games**

**By: New Hampshire Insurance Company**

IN CONSIDERATION OF THE PREMIUM CHARGED IT IS HEREBY UNDERSTOOD AND AGREED THAT  
LIABILITY LIMITS FOR:

SEXUAL ABUSE LIABILITY EACH OCCURRENCE OR EVENT	\$25,000
SEXUAL ABUSE LIABILITY AGGREGATE	\$100,000

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

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**Authorized Representative or Countersignature**

- New Hampshire Insurance Company  
 Granite State Insurance Company  
 Illinois National Insurance Co.

**COMMERCIAL GENERAL LIABILITY  
 COVERAGE PART  
 DECLARATIONS**

(Each of the above being a capital stock company)

175 Water Street, 18<sup>th</sup> floor, New York, NY 10038  
 212-458-5000

Renewal of Number \* New

Policy No. 11388698

Named Insured and Mailing Address (No., Street, Town or City, County, State, Zip Code) \*

• American Gaelic Games  
 MPS 14300 S. Ravinia Avenue #200  
 Orland Park IL 60462

Policy Period\*: From: February 1, 2012 to February 1, 2013

Producer: Kevin Patrick Sullivan/Rucking Insurance  
 1039 Scott Street #B  
 San Francisco, CA 94115

at 12:01 A.M. Standard Time at your mailing address shown above.

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

**LIMITS OF INSURANCE**

General Aggregate Limit (Other than Products-completed Operations)	\$ 3,000,000	
Products-Completed Operations Aggregate Limit	\$ 1,000,000	
Personal and Advertising Injury Limit	\$ 1,000,000	
Each Occurrence Limit	\$ 1,000,000	
Damaged to Premises Rented to You Limit	\$ 300,000	Any One Premises
Medical Expense Limit	\$ Excluded	Any One Person

**DESCRIPTION OF BUSINESS AND LOCATION OF PREMISES**

Individual  Joint Venture  Partnership  Limited Liability Company  Corporation

Organization (Other than one indicated above)

Business Description\*: SPORTS AND RECREATIONAL PROGRAM

Location of All Premises You Own, Rent or Occupy:  
 MPS 14300 S. Ravinia Avenue #200, Orland Park IL 60462

**PREMIUM-SUBJECT TO AUDIT\*\***

Classification	Code No.	Premium Basis	Pr/Co	Rate	Advance Premium	
				All Other	Pr/Co	All Other
Athletic Programs - amateur - Not for Profit Only	40067	Participant	Incl		\$ Incl	\$27,719.00
				Tax/Other (if applicable)	\$ 0.00	
				Total Advance Premium	\$ 27,719.00	

\*\*Audit Period (if applicable): ( ) Annually ( ) Semi-Annually ( ) Quarterly ( ) Monthly

Premium shown is payable\*: \$ 27,719.00 At inception; \$ N/A 1<sup>st</sup> Anniversary; \$ N/A 2<sup>nd</sup> Anniversary

**FORMS AND ENDORSEMENTS**

Form(s) and Endorsement(s) applying to this Coverage Part and made part of this policy at time of issue †: See attached forms listing

Countersigned:\* 01/31/2012

By \_\_\_\_\_

\* Entry optional if shown in Common Policy Declarations.

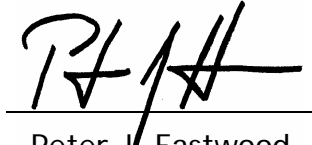
† Forms and Endorsements applicable to this coverage part omitted if shown elsewhere in the policy.

Authorized Representative

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

ADDENDUM TO THE DECLARATIONS

By signing below, the President and the Secretary of the Insurer agree on behalf of the Insurer to all the terms of this Policy.



Peter J. Eastwood  
PRESIDENT



Denis Butkovic  
SECRETARY

Granite State Insurance Company  
The Insurance Company of the State of Pennsylvania  
Illinois National Insurance Co.  
New Hampshire Insurance Company  
American Home Assurance Company  
National Union Fire Insurance Company of Pittsburgh, Pa.

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations page of the Policy.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
COUNTERSIGNATURE DATE

\_\_\_\_\_  
COUNTERSIGNED AT



## SCHEDULE

POLICY NO.: 11388698

<u>Form Number</u>		<u>Title</u>
GLOBAL LOSS PREVENTION		Global Loss Prevention
Cover		Covernote
Cover Broker Letter		Covernote
Cover Policy		Covernote
Claim Reporting Notice		Claim Reporting Notice
91222	1209	Policyholder Notice
JDL1900-X	0307	Commercial Lines Policy - Common Policy Declarations
Blank Endorsement		Blank Endorsement
JDL1902-X-A	0195	Commercial General Liability Coverage Part Declarations
78711	1010	Addendum To The Declarations
Forms Schedule		Schedule of Forms and Endorsements
CG0001	1207	Commercial General Liability Coverage Form
CG0200	1207	Illinois Changes - Cancellation and Nonrenewal
LEXADDLOC	1002	Additional Locations
62898	0901	Radioactive Matter Exclusion
100454	0309	Additional Insured Required By Written Contract
100461	0309	Attendance Limitation Exclusion Endorsement
100480	0309	Release and Waiver Requirement
106340	0910	Exclusion - Selected Activities
106345	0910	Minimum Earned Premium Endorsement
106352	0910	Coverage D - Certified Trainers Professional Liability
106365	1010	Assault and Battery Exclusion
106366	1010	Sexual Abuse Liability Coverage
58332	0807	Total Lead Exclusion
78689	0703	Fungus Exclusion
82540	0807	Asbestos and Silica Exclusion
89644	0705	Coverage Territory Endorsement
96556	0108	Terrorism Notice
96725	1207	Fireworks, Explosives, Pyrothechnic Devices, or Incendiary Device Exclusion
CG2135	1093	Exclusion - Coverage C - Medical Payments
CG2147	1207	Employment -Related Practices Exclusion
87295	0108	Exclusion - Violation of Statutes In Connection With Sending, Transmitting or Communicating Any Material or Information
IL0003	0702	Calculation of Premium
IL0017	1198	Common Policy Conditions
IL0021	0908	Nuclear Energy Liability Exclusion Endorsement
IL0162	0908	Illinois Changes - Defense Costs
IL0913	0498	Insurance Inspection Services - Exemption Form Liability

## 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 attorney 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 attorney 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 only if you are in the business of manufacturing, distributing, 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 in the state 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 7 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.

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. 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:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) 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.

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 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 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. 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:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) 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.

**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 Paragraphs **(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 by attachment of an endorsement.

(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 in the state 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, by-laws 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, roadbeds, 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 in the state 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.**

## **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.

## ENDORSEMENT

This Endorsement, effective: 02/01/2012  
Forms part of Policy No.: 11388698  
Issued to: North American Board Gaelic Athletic Association  
Dbas: American Gaelic Games  
By: New Hampshire Insurance Company

## ADDITIONAL LOCATIONS

In consideration of the premium charged at inception, it is hereby understood and agreed that ITEM #1, Named Insured is amended to include the following locations:

1 Athletic Association for Gaelic Football, Hurling and camogie MPS 14300 S. Ravinia Avenue #200 Orland Park IL 60462

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

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Authorized Representative or  
Countersignature (in states where Applicable)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT  
CAREFULLY.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 02/01/2012  
forms a part of Policy No. 11388698  
issued to North American Board Gaelic Athletic Association  
d/b/a: American Gaelic Games  
by New Hampshire Insurance Company

RADIOACTIVE MATTER EXCLUSION

*This endorsement modifies insurance provided under the following:*

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section I. - Coverages, Coverage A.- Bodily Injury and Property Damage Liability, 2. - Exclusions, is amended to add:

Any liability for "bodily injury" or "property damage" arising out of the actual, alleged or threatened exposure of person(s) or property to any radioactive matter or any form of radiation.

Section I. - Coverages, Coverage B.- Personal and Advertising Liability, 2. -Exclusions, is amended to add:

Arising out of the actual, alleged or threatened exposure of person(s)  
or property to any radioactive matter or any form of radiation.

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AUTHORIZED REPRESENTATIVE

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. 02/01/2012 forms a part of Policy

No. 11388698  
Gaelic Games

issued to North American Board Gaelic Athletic Association d/b/a American

by New Hampshire Insurance Company

**ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY, COVERAGE APPLICABLE TO COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE (SECTION I - COVERAGES) ONLY

- A. **Section II - Who Is An Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."
    - ii. Supervisory, inspection, architectural, or engineering activities.
  - 5. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "product-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.
  - 6. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis.
  - C. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision may, at our option, result in the claim or "suit" being denied.
- All other terms and conditions of the policy remain the same.
- \_\_\_\_\_
- Authorized Signature
- 1. COVERAGE A BODILY INJURY AND PROPERTY DAMAGE (Section I - Coverages) only.
  - 2. The person or organization is only an additional insured with respect to liability arising out of "your work" or "your product".
  - 3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement subject to the policy aggregate. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
  - 4. The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services, including, but not limited to:
    - i. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and

## ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. 02/01/2012

forms a part of Policy

No.11388698  
Gaelic Games

issued to North American Board Gaelic Athletic Association

d/b/a American

by New Hampshire Insurance Company

## ATTENDANCE LIMITATION EXCLUSION ENDORSEMENT

This endorsement modifies insurance under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

Number of Admissions  
10,000

The following exclusion is added to both Paragraph 2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES) and Paragraph 2. Exclusions of COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY (SECTION I - COVERAGES):

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of any event in which the attendance or capacity of the designated venue for such event exceeds the Number of Admissions shown in the Schedule to this Attendance Limitation Exclusion Endorsement. However, this exclusion does not apply if the attendance or capacity of the designated venue for such event is otherwise approved by us in writing.

All other terms and conditions of the policy remain the same.

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Authorized Representative

## ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. 02/01/2012 forms a part of

Policy No. 11388698 Issued to: North American Board Gaelic Athletic Association d/b/a American Gaelic Games

By New Hampshire Insurance Company

### RELEASE AND WAIVER REQUIREMENT

This endorsement modifies insurance under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This policy is amended as follows:

1. Coverage shall not apply to "bodily injury" to an "athletic participant" unless you shall deliver to us simultaneously with the notice of an "athletic participant's" claim, a valid Release and Waiver of Liability & Indemnity Agreement ("release"), dated and signed by the "athletic participant" prior to the time of occurrence in which said "athletic participant" was injured.
2. 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."
3. 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.
4. Such "releases" shall be considered valuable papers and their destruction shall be subject to applicable insurance laws in respect of the retention of records.
5. Any "releases" containing fraudulent information or misrepresentation of which you were not aware, shall not relieve us of our liability.
6. 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.
7. "Athletic participant" means players, coaches, managers, staff members, team workers, game officials and cheerleaders who have been granted proper authorization to enter any sanctioned events.

All other terms, conditions, and exclusions remain the same.

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Authorized Representative

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. 02/01/2012 forms a part of

Policy No. 11388698 issued to North American Board Gaelic Athletic Association d/b/a American Gaelic Games

By New Hampshire Insurance Company

EXCLUSION -SELECTED ACTIVITIES

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusions are added to Paragraph 2. Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I - COVERAGES), COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY (SECTION I - COVERAGES), and COVERAGE C MEDICAL PAYMENTS (SECTION I - COVERAGES) if an X is indicated to the left of such exclusion:

This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury," or expenses for "bodily injury" arising directly or indirectly from:

<input checked="" type="checkbox"/> Hang Gliding <input checked="" type="checkbox"/> Parasailing <input checked="" type="checkbox"/> Parachuting <input checked="" type="checkbox"/> Tobogganing <input checked="" type="checkbox"/> Luge <input checked="" type="checkbox"/> Skateboarding <input checked="" type="checkbox"/> Trampolines over 46" in diameter <input checked="" type="checkbox"/> Bungee Jumping <input checked="" type="checkbox"/> Hot Air Balloon Rides <input checked="" type="checkbox"/> Mechanical Bulls <input checked="" type="checkbox"/> Saddle Animals <input checked="" type="checkbox"/> Velcro Jumps <input checked="" type="checkbox"/> Paintball <input checked="" type="checkbox"/> Race Track Risks <input checked="" type="checkbox"/> Boating <input checked="" type="checkbox"/> Motorsports <input checked="" type="checkbox"/> Rodeo <input checked="" type="checkbox"/> Mechanical Rides <input checked="" type="checkbox"/> Inflatables	<input checked="" type="checkbox"/> Overnight Clinic/Camps <input checked="" type="checkbox"/> Ski Jumping <input checked="" type="checkbox"/> Freestyle Skiing <input checked="" type="checkbox"/> Snowmobiling <input checked="" type="checkbox"/> Cheerleading pyramids over 2-1/2 persons high and cheerleading activities using trampolines and springboards <input checked="" type="checkbox"/> Saddle Animal Rides <input checked="" type="checkbox"/> Petting Zoos <input checked="" type="checkbox"/> Racing or Speed Contest involving Autos <input checked="" type="checkbox"/> Racing or Speed Contests involving Watercraft <input checked="" type="checkbox"/> Racing or Speed Contests involving Aircraft <input checked="" type="checkbox"/> Parades - riding on floats or motorized devices <input checked="" type="checkbox"/> Pep Rallies <input checked="" type="checkbox"/> Tug of War <input checked="" type="checkbox"/> Licensed Daycare/Preschool Operations <input checked="" type="checkbox"/> Open Water Activities <input checked="" type="checkbox"/> Repetitive Type Injuries to Horses/Ponies
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This exclusion applies when such activities are performed with the knowledge or consent of the insured or any additional insured or concessionaires using any premises owned, operated or maintained by the insured.

All other terms and conditions of the policy remain the same.

\_\_\_\_\_  
Authorized Representative

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**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. 02/01/2012

forms a part of

Policy No. 11388698

issued to North American Board Gaelic Athletic Association  
d/b/a American Gaelic Games

By New Hampshire Insurance Company

**MINIMUM EARNED PREMIUM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMON POLICY CONDITIONS**

**Schedule**

**Minimum Earned Premium: \$100.00**

Paragraph 5. of Section A. **Cancellation** is deleted in its entirety and replaced with the following:

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, earned premium will be computed in accordance with the customary short-rate table and procedure, or the Minimum Earned Premium at inception of the policy as shown in the Schedule above, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

All other terms and conditions of the policy remain the same.

\_\_\_\_\_  
Authorized Representative

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**ENDORSEMENT**

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

This endorsement, effective 12:01 a.m. 02/01/2012 forms a part of

Policy No. 11388698 issued to North American Board Gaelic Athletic Association d/b/a  
American Gaelic Games

by New Hampshire Insurance Company

**COVERAGE D - CERTIFIED TRAINERS PROFESSIONAL LIABILITY COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided by under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**SCHEDULE**

Coverage D - Certified Trainers Professional Liability Coverage	Limits of Insurance	
Each Wrongful Act Limit	\$1,000,000	Each "wrongful act"
Deductible: \$N/A each and every "wrongful act"		

A. 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 Coverages A, B or D, or medical expenses under Coverage C.

B. 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 D 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, or omission, malpractice or mistake of a professional nature committed by you or on your behalf in the conduct of your business.

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

**COVERAGE D 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.

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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:

- (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, B or D**, 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, B AND D**.

- 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" 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 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" arising out of any intentional, dishonest, fraudulent, criminal or

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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” arising out of 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, or any services rendered by a person under the age of 16, or your failure to affirmatively determine if any insured has obtained such license.

**d. Specific Treatments or Procedures**

“Bodily injury” or “property damage” arising out of any of 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) Chiroprody; 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, advisor or agent, or investment advisor or 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 D - CERTIFIED TRAINERS PROFESSIONAL LIABILITY COVERAGE**, except Exclusions B.1. and B.2. on page 1 of this Certified Trainers Professional Liability Coverage Endorsement, which do not apply to **COVERAGE D CERTIFIED TRAINERS LIABILITY COVERAGE**.

**D.** The title **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted and replaced with the new title **SUPPLEMENTARY PAYMENTS - COVERAGES A, B, AND D**.

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

1. 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;

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- b. Claims made or "suits" brought;
- c. Persons or organizations making claims or bringing "suits"; or
- d. "Wrongful acts".

F. Subparagraph 2. of SECTION III - LIMITS OF INSURANCE is deleted and replaced with the following:

- 2. The General Aggregate Limit shown in the Declarations 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";
  - c. Damages under Coverage B; and
  - d. Damages under Coverage D.

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

- 1. Subject to 2. above, the Each Wrongful Act Limit shown in the Schedule of the Certified Trainers Professional Liability Coverage Endorsement is the most we will pay for all damages arising out of a single "wrongful act" under Coverage D.
- 2. The Deductible, if applicable, shown in the Schedule of the 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 D.

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".

H. 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 which 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; and
    - (2) The names and addresses of any injured persons and witnesses; and
    - (3) Nature and location of any injury or damage arising out of the "wrongful act", "occurrence" or offense.

I. 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 COVERAGE D 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.

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J. 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.

K. In addition to the definitions in SECTION V - DEFINITIONS which apply to COVERAGE D- CERTIFIED TRAINERS PROFESSIONAL LIABILITY COVERAGE, the following additional definitions apply to Coverage D only, and with respect to Coverage D, 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 healthcare 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".

All other terms and conditions of the policy remain the same.

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Authorized Representative

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**ENDORSEMENT**

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

This endorsement, effective at 12:01 A.M. 02/01/2012 forms a part of

Policy No. 11388698  
American Gaelic Games

Issued to: North American Board Gaelic Athletic Association d/b/a

By: New Hampshire Insurance Company

**ASSAULT AND BATTERY EXCLUSION**

This endorsement modifies insurance under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

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

This insurance does not apply to "bodily injury, "property damage", or "personal injury and advertising injury", arising out of:

- (1) Assault and/or battery committed by any insured, any "employee" of any insured, any "volunteer worker" of any insured, any patron or customer of any insured, any participant, player or attendee at an event sanctioned or sponsored by any insured, or any other person; or
- (2) The failure to suppress or prevent any assault and/or battery or any act or omission in connection with any assault and/or battery; or
- (3) The negligent hiring, supervision, training or retention of any insured, any "employee" of any insured, any "volunteer worker" of any insured, or any other person, or any other theory of liability with respect to Paragraphs (1) or (2) above.

All other terms and conditions of the policy remain the same.

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Authorized Representative

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**ENDORSEMENT**

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

This endorsement, effective at 12:01 A.M. 02/01/2012 forms a part of

Policy No. 11388698  
American Gaelic Games

Issued to: North American Board Gaelic Athletic Association d/b/a

By: New Hampshire Insurance Company

**SEXUAL ABUSE LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The following is added to SECTION I - COVERAGES:

**COVERAGE E SEXUAL ABUSE LIABILITY**

**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 person arising out of "sexual abuse" to which this insurance applies.

We have the right and duty to defend any "suit" against the insured seeking such damages, 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 Coverages A, B, D (if applicable) and E.

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

- b. This insurance applies to "bodily injury" arising out of "sexual abuse" that takes place in the "coverage territory" during the policy period.
- c. 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 event. The date of the event 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 event precedes the effective date of this 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".

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- b. 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.
- c. Liability of others assumed by any insured under any contract or agreement, either oral or in writing, unless specifically endorsed hereon.
- d. 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.
- e. "Bodily injury" as a result of "sexual abuse", sickness, disease or death sustained by any of your "employees" or "volunteer workers" arising out of, and in the course of employment by you or within the scope of their duties for you.
- f. 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. **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B of SECTION I - COVERAGES** is amended to read as follows:

**SUPPLEMENTARY PAYMENTS - COVERAGES A, B, D and E**

4. 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 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":

- (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 worker" 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 because of the injury described in Paragraphs (1)(a) or (b) above.

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

a. Paragraph 2. Is deleted and replaced with the following:

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

- a. Medical Expenses under Coverage C;

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- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
  - c. Damages under Coverage B;
  - d. Damages under Coverage D (if applicable); and
  - e. Damages under Coverage E.
- b. Paragraph 5. is deleted and replaced with the following:
5. Subject to 2. above, the Each Occurrence and Event is the most we will pay for the sum of:
- a. Damages under Coverage A;
  - b. Medical expenses under Coverage C;
  - c. Damages under Coverage D (if applicable); and
  - d. Damages under Coverage E.
- because of all "bodily injury" and "property damage" arising out of any one "occurrence"; or event.
- c. The following paragraph is added:
- All 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 event for the purposes of determining the Limits of Insurance.
6. With respect to coverage provided by this Sexual Abuse Liability Coverage Endorsement, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is 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. You must see to it that we are notified as soon as practicable of an "occurrence", offense, or event that may result in a claim. 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.

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7. With respect to coverage provided by this Sexual Abuse Liability Endorsement, the definition of "bodily injury" in SECTION V - DEFINITIONS is deleted and replaced with the following:

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

8. The following definitions are added to SECTION V - DEFINITIONS:

"Sexual abuse" means sexual molestation, including but not limited to sexual exploitation, deliberate physical contact of a sexual nature, mental abuse and illicit conduct of a sexual nature not involving physical contact.

"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".

All other terms and conditions of the policy remain the same.

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Authorized Representative

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**ENDORSEMENT**

This endorsement, effective 02/01/2012 12:01 A.M. forms a part of

Policy No. 11388698

issued to North American Board Gaelic Athletic Association

D/B/A: American Gaelic Games

By: New Hampshire Insurance Company

**THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ CAREFULLY**

**TOTAL LEAD EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL UMBRELLA LIABILITY**

This insurance does not apply to any "bodily injury", "property damage", "personal and advertising injury", or any other loss, cost or expense arising out of the presence, ingestion, inhalation, or absorption of or exposure to lead in any form or products containing lead.

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AUTHORIZED REPRESENTATIVE

## ENDORSEMENT

THIS ENDORSEMENT EFFECTIVE: 02/01/2012 AT 12:01 AM

FORMS A PART OF POLICY NO.: 11388698

ISSUED TO: NORTH AMERICAN BOARD GAELIC ATHLETIC ASSOCIATION

BY: NEW HAMPSHIRE INSURANCE COMPANY

### FUNGUS EXCLUSION

*This endorsement modifies insurance provided under the following:*

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", or any other loss, cost or expense, including, but not limited to losses, costs or expenses related to, arising from or associated with clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by:

- a. Any "fungus(i)", "molds(s)", mildew or yeast, or
- b. Any "spore(s)" or toxins created or produced by or emanating from such fungus(i), "mold(s)", mildew or yeast, or
- c. Any substance, vapor, gas, or other emission or organic or inorganic body or substance produced by or arising out of any "fungus(i)", "mold(s)", mildew or yeast, or
- d. Any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium for any "fungus(i)", "mold(s)", mildew, yeast, or "spore(s)" or toxins emanating therefrom,

regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that "bodily injury", "property damage", "personal and advertising injury", loss, cost or expense.

For the purposes of this exclusion, the following definitions are added to the Policy:

"Fungus(i)" includes, but is not limited to, any of the plants or organisms belonging to the major group Fungi, lacking chlorophyll, and including molds, rusts, mildews, smuts, and mushrooms.

"Mold(s)" includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce molds.

"Spore(s)" means any dormant or reproductive body produced by or arising or emanating out of any "fungus(i)", "mold(s)", mildew, plants, organisms or microorganisms.

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Authorized Representative

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

This endorsement, effective 12:01 A.M. 02/01/2012 forms a part of  
Policy No. 11388698 issued to North American Board Gaelic Athletic Association d/b/a  
American Gaelic Games  
By New Hampshire Insurance Company

**ASBESTOS AND SILICA EXCLUSION ENDORSEMENT**

*This endorsement modifies insurance provided under the following:*

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**Section i. - COVERAGES, COVERAGE A.- BODILY INJURY and PROPERTY DAMAGE LIABILITY, 2. - Exclusions, is amended to add the following exclusions:**

**Asbestos**

"Bodily injury" or "Property damage" arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust, or to any obligation of the insured to indemnify any party because of "bodily injury" or "property damage" arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust.

**Silica**

"Bodily injury" or "property damage" or any other loss, cost or expense arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form, or to any obligation of the insured to indemnify any party because of "bodily injury" or "property damage" arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form.

**Section I. - COVERAGES, COVERAGE B.- PERSONAL and ADVERTISING INJURY LIABILITY, 2. — Exclusions is amended to add the following exclusions:**

**Asbestos**

"Personal and Advertising Injury" arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust, or to any obligation of the

insured to indemnify any party because of "personal and advertising injury" arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of, or exposure to asbestos products, asbestos fibers or asbestos dust.

### Silica

"Personal and Advertising Injury" or any other loss, cost or expense arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form, or to any obligation of the insured to indemnify any party because of "personal and advertising injury" arising out of the presence, ingestion, inhalation or absorption of or exposure to silica products, silica fibers, silica dust or silica in any form.

All other terms, conditions and exclusions of the policy shall remain unchanged.

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AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### COVERAGE TERRITORY ENDORSEMENT

*This endorsement modifies insurance provided under the following:*

Payment of loss under this policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

All other terms, conditions and exclusions of this policy remain unchanged.

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Authorized Representative or  
Countersignature (in states where Applicable)



**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been 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. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$ 274, and does not include any charges for the portion of losses covered by the United States government under the Act.

**ENDORSEMENT**

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

This endorsement, effective at 12:01 A.M. 02/01/2012 forms a part of

Policy No. 11388698  
American Gaelic Games

Issued to: North American Board Gaelic Athletic Association d/b/a:

By: New Hampshire Insurance Company

**FIREWORKS, EXPLOSIVES, PYROTECHNIC DEVICES, OR  
INCENDIARY DEVICE EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

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

This insurance does not apply to "bodily injury", "property damage" and "personal advertising injury" caused by, arising out of, or resulting directly or indirectly, in whole or in part from fireworks, explosives, pyrotechnic devices, or any incendiary device.

However, this exclusion does not apply to "flashboxes". As used in this endorsement, "flashbox(es)" means a device used to create a visual effect along with an explosive noise and is induced electronically in a cylinder with no projectile, wadding, or wrapping.

All other terms, conditions and exclusions remain unchanged.

\_\_\_\_\_  
Authorized Representative

**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 activities, operations and locations of the Named Insured

(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, coverage C. MEDICAL PAYMENTS (Section I) does not apply and none of the references to it in the Coverage Part apply.

The following is added to SUPPLEMENTARY PAYMENTS (Section I):

- 8.** 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.**

## **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.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 02/01/2012 forms a part of  
policy No. 11388698 issued to North American Board Gaelic Athletic Association d/b/a American Gaelic Games  
by LEXINGTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - VIOLATION OF STATUTES IN CONNECTION WITH SENDING, TRANSMITTING OR  
COMMUNICATING ANY MATERIAL OR INFORMATION**

Paragraph q. Distribution Of Material In Violation Of Statutes, of Item 2. Exclusions, of Coverage A, Section I -  
Coverages; and  
Paragraph p. Distribution Of Material In Violation Of Statutes, of Item 2. Exclusions, of Coverage B, Section I -  
Coverages;

are replaced with the following:

This insurance does not apply to any loss, injury, damage, claim, suit, cost or expense arising out of or resulting from, caused directly or indirectly, in whole or in part by, any act that violates any statute, ordinance or regulation of any federal, state or local government, including any amendment of or addition to such laws, that addresses or applies to the sending, transmitting or communicating of any material or information, by any means whatsoever.

To the extent any coverage may otherwise be available under this Policy, the provisions of this Exclusion shall supercede the same and exclude such coverage.

All other terms and conditions of the policy are the same.

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Authorized Representative or  
Countersignature (in States Where Applicable)

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

## **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
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  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PROFESSIONAL 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.

## 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.

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

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY 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  
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:
  - A. Under any Liability Coverage, to "bodily injury" or "property damage":
    - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
  - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
    - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
    - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
    - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:
 

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".



"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

- (c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

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

## **ILLINOIS CHANGES – DEFENSE COSTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART – LEGAL LIABILITY COVERAGE FORM  
 COMMERCIAL PROPERTY COVERAGE PART – MORTGAGEHOLDERS ERRORS AND OMISSIONS COVERAGE FORM  
 EMPLOYMENT-RELATED PRACTICES LIABILITY 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  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
 PRODUCT WITHDRAWAL COVERAGE PART  
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
 UNDERGROUND STORAGE TANK COVERAGE PART

- A.** The provisions of Paragraph **B.** are added to all Insuring Agreements that set forth a duty to defend under:
1. Section **I** of the Commercial General Liability, Commercial Liability Umbrella, Employment-Related Practices Liability, Farm, Liquor Liability, Owners And Contractors Protective Liability, Pollution Liability, Products/Completed Operations Liability, Product Withdrawal, Medical Professional Liability, Railroad Protective Liability, Underground Storage Tank Coverage Parts and the Farm Umbrella Liability Policy;
  2. Section **II** – Liability Coverage in Paragraph **A.** Coverage under the Business Auto, Garage, Motor Carrier and Truckers Coverage Forms;
  3. Section **A.** Coverage under the Legal Liability Coverage Form; and
  4. Coverage **C** – Mortgageholder's Liability under the Mortgageholders Errors And Omissions Coverage Form.
- B.** If we initially defend an insured ("insured") or pay for an insured's ("insured's") defense but later determine that the claim(s) is (are) not covered under this insurance, we will have the right to reimbursement for the defense costs we have incurred.
- The right to reimbursement for the defense costs under this provision will only apply to defense costs we have incurred after we notify you in writing that there may not be coverage, and that we are reserving our rights to terminate the defense and seek reimbursement for defense costs.

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

## **INSURANCE INSPECTION SERVICES EXEMPTION FROM LIABILITY**

### **THE FOLLOWING LIMITS OUR LIABILITY**

We, the insurance company, our agents, employees, or service contractors, are not liable for damages from injury, death or loss occurring as a result of any act or omission in the furnishing of or the failure to furnish insurance inspection services related to, in connection with or incidental to the issuance or renewal of a policy of property or casualty insurance.

This exemption from liability does not apply:

- A.** If the injury, loss or death occurred during the actual performance of inspection services and was proximately caused by our negligence, or by the negligence of our agents, employees or service contractors;
- B.** To any inspection services required to be performed under the provisions of a written service contract or defined loss prevention program;
- C.** In any action against us, our agents, employees, or service contractors for damages proximately caused by our acts or omissions which are determined to constitute a crime, actual malice or gross negligence; or
- D.** If we fail to provide this written notice to the insured whenever the policy is issued or when new **policy forms** are issued upon renewal.