

# RIVERPORT INSURANCE COMPANY

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

## GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies the insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

Throughout this endorsement, the words “you” and “your” refer to the Named Insured shown in the Declarations. The word “we,” “us,” and “our” refer to the company providing this insurance.

The following is only a summary of the additional coverages provided by this endorsement and is provided only for your reference and convenience. For the Limits of Insurance and the additional coverages provided by this endorsement, read the provisions on the following pages and the Coverage Form, which this endorsement modifies.

### SUBJECTS OF INSURANCE

- Broadened Bodily Injury
- Broadened Personal and Advertising Injury
- Broadened Property Damage
- Broadened Fire, Lightning, Explosion, and Sprinkler Leakage - \$500,000
- Broadened Medical Payments - \$10,000
- Broadened Supplementary Benefits
  - a. Bail Bonds - \$1,000
  - b. Expenses Incurred to Assist in Defense - \$500 per Day
- Broadened Newly Acquired or Formed Organization
- Broadened Non-Owned or Chartered Watercraft or Aircraft
- Broadened Commercial General Liability Conditions
  - a. Duties in the Event of Occurrence, Offense, Claim, or Suit
  - b. Liberalization – Automatic Coverage If We Adopt Broader Coverages
  - c. Notice to Company
- Automatic Coverage for “Special Events”
- Automatic Additional Insureds
  - a. Athletic Activity Participants
  - b. Contractual Obligations
  - c. Funding Sources
  - d. Manager or Lessor of Premises
  - e. Owner, Manager, Operator, or Lessor of “Special Event” Premises
  - f. Supervisors or Higher in Rank – Co-Employee Exclusion Removed
  - g. Limitations
- Blanket Waiver of Subrogation
- Priority of Application for Multiple Insureds

**The coverages listed in this endorsement are provided as extensions or additions to your insurance program.**

# RIVERPORT INSURANCE COMPANY

## 1. BROADENED BODILY INJURY

### SECTION V – DEFINITIONS

Item 3. is replaced with:

3. "Bodily injury" means physical injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.

## 2. BROADENED PERSONAL AND ADVERTISING INJURY

### SECTION V – DEFINITIONS

Item 14. is replaced with:

14. "Personal and Advertising Injury" means injury, including consequential "bodily injury" arising out of one or more of the following offenses during the policy period.
  - a. False arrest, detention, or imprisonment;
  - b. Malicious prosecution or abuse of process;
  - 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 by or on behalf of its owner, landlord, or lessor;
  - d. Oral, written, televised, videotaped, or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
  - e. Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy; or
  - f. Misappropriation of advertising ideas or style of doing business; or
  - g. Infringement of copyright, title, or slogan.
  - h. Mental injury, mental anguish, humiliation, or shock, if directly resulting from Items 14.a. through 14.g. above.

### SECTION I – COVERAGES

#### COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

2. Exclusions, Paragraphs b. and c. are replaced with:

**(b) Material Published with Knowledge of Falsity**

"Personal and advertising injury" arising out of oral, written, televised, videotaped, or electronic 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, written, televised, videotaped, or electronic publication of material whose first publication took place before the beginning of the policy period;

## 3. BROADENED PROPERTY DAMAGE

### SECTION I – COVERAGES

#### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

2. Exclusions, Paragraph a. is replaced with:

**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" or "property damage" resulting from the use of reasonable force to protect persons or property.

## 4. BROADENED FIRE, LIGHTING, EXPLOSION AND SPRINKLER LEAKAGE

### A. SECTION III – LIMITS OF INSURANCE

Paragraph 6. is replaced with:

6. Subject to 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:

- a. 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; and
- b. Personal property of others in your care, custody, or control, while at premises 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, arising out of any one fire, lightning, explosion or sprinkler leakage occurrence.

The Damage to Premises Rented to You Limit is the greater of:

- c. \$500,000; or
- d. The amount shown in the Declarations for Damage to Premises Rented to You Limit.

### B. SECTION I – COVERAGES

#### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

2. Exclusions, Paragraphs c. through n., do not apply to damage by fire, lightning, explosion, or sprinkler leakage 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 **LIMITS OF INSURANCE (SECTION III)**.

### C. SECTION IV – COMMERCIAL

#### GENERAL LIABILITY CONDITIONS

4. Other Insurance, Item b. (1) (b) is replaced with:

- (b) That is Fire, Lightning, Explosion, or Sprinkler Leakage insurance for premises

# RIVERPORT INSURANCE COMPANY

rented to you or temporarily occupied by you with permission of the owner; or

## D. SECTION V – DEFINITIONS

Item **9.a.** is replaced with:

- 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, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”;

E. This Broadened Coverage is subject to all the terms of **SECTION III – LIMITS OF INSURANCE.**

F. This Broadened Coverage does not apply if Fire Damage Liability of **COVERAGE A (SECTION I)** is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

## 5. BROADENED MEDICAL PAYMENTS

### A. SECTION III – LIMITS OF INSURANCE

The following provision is added to Paragraph **7:**  
The Medical Expense Limit shall be the greater of:

- a. \$10,000; or
- b. The amount shown in the Declarations for Medical Expense Limit.

B. This Medical Expense Limit is subject to all the terms of **SECTION III – LIMITS OF INSURANCE.**

C. This above Medical Expense Limit does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

## 6. BROADENED SUPPLEMENTARY PAYMENTS SECTION I – COVERAGES SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

Paragraphs **1.b.** and **1.d.** are replaced with:

- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit,” including actual loss of earnings up to \$500 a day because of time off from work.

## 7. BROADENED NEWLY ACQUIRED OR FORMED ORGANIZATION SECTION II – WHO IS AN INSURED

Item **3.a** is replaced by the following:

3. a. Coverage under this provision is afforded

only until the 120<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier.

## 8. BROADENED NON-OWNED OR CHARTERED WATERCRAFT OR AIRCRAFT SECTION I – COVERAGES

### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Paragraph **2.g.** is replaced by the following:

2. g. “Bodily injury” or “property damage” arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, “auto,” or watercraft owned by or operated by, or rented or loaned to, any insured. Use includes operation and “loading or unloading,”

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 51 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, watercraft, or “autos”; or
- (5) “Bodily injury” or “property damage” arising out of the operation of any of the equipment listed in Paragraph **f. (2)** or **f. (3)** of **SECTION V – DEFINITIONS**, Paragraph **12.**, “Mobile Equipment”; or
- (6) An aircraft you do not own that is:
  - (a) Hired, chartered, or loaned with a crew; and
  - (b) Not owned in whole or in part by any insured.
- (7) This insurance does not apply, under Paragraph **g.(1)** and **g.(2)** above, if the insured has any other insurance for “bodily injury” or “property damage” which would also apply to loss covered under this provision, whether the other insurance is primary, excess, contingent, or on any other basis.
- (8) This insurance is excess, under Paragraph **g. (6)** above, over any other insurance, whether the other insurance is primary, excess, contingent or on any other basis.

# RIVERPORT INSURANCE COMPANY

## 9. BROADENED COMMERCIAL GENERAL LIABILITY CONDITIONS

### A. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS Paragraph 2.

**Duties in The Event Of Occurrence, Offense, Claims Or Suit** is amended to add the following provision:

- e. Your obligation to notify us as soon as practicable of an “occurrence,” or offense under Paragraph **2.a.** above, or a claim or “suit” or offense under Paragraphs **2.a.**, **2.b.**, and **2.c** above, is satisfied if you send us written notice as soon as practicable after any of your “executive officers,” directors, partners, insurance managers, or legal representatives becomes aware of, or should have become aware of, such “occurrence,” offense, claim or “suit.”

### B. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

The following provisions are added:

#### 10. Liberalization

If we adopt any revision that would broaden the coverage under this coverage part without additional premium within 30 days prior to or during the policy period, the broadened coverage will immediately apply to this coverage part.

#### 11. Notice To Company

If you report an “occurrence” or offense to your Workers’ Compensation insurer which later becomes a claim under this Coverage Part, failure to report such “occurrence” or offense to us at the time of the “occurrence” or offense will not be considered a violation of the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition**, if you notify us as soon as practicable when you become aware that the “occurrence” or offense has become a liability claim.

## 10. AUTOMATIC COVERAGE FOR “SPECIAL EVENTS”

- A. You are automatically covered for all “special events” which you organize, promote, administer, sponsor, or conduct during the term of this policy.

### B. SECTION V – DEFINITIONS

This Section is amended to add the following paragraph:

#### 23. “Special Event” means any event:

- a. The purpose of which is to raise funds for you; or
- b. To recognize the accomplishments of your organization, your “employees,” or your volunteer workers; or
- c. Which you, or an individual or organization with whom you have entered into a contract or agreement, organize, promote, administer, sponsor, or conduct for the purposes described in Paragraphs a. or b. above; and

- d. Which takes place on premises owned by you, or on premises while rented or leased to you or to that organization described in Paragraph c. above.

## 11. SECTION II – WHO IS AN INSURED

The following provisions are added:

### 5. Automatic Additional Insured(s)

#### a. Additional Insureds – Athletic Activity Participants

- (1) This policy is amended to include as an insured any person(s) [hereinafter called Additional Insured(s)] representing you while participating in amateur athletic activities that you sponsor. **However, no such person is an insured for:**

- (a) “Medical expenses” under **COVERAGE C. MEDICAL PAYMENTS.**

- (b) “Bodily Injury” to:

- (i) A co-participant, your volunteer worker or your “employee” while participating in amateur athletic activities that you sponsor; or
- (ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company); or

- (c) “Property damage” to property owned by, occupied or used by, rented to , in the care, custody, or control of, or over which physical control is being exercised for any purpose by:

- (i) A co-participant, your volunteer worker, or your “employee”; or
- (ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company).

#### b. Additional Insured – Contractual Obligations

- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) that you are required by a written “insured contract”; to include as an insured, subject to all of the following provisions:

- (a) Coverage is limited to liability arising out of:

- (i) Your ongoing operations performed for such Additional Insured; or
- (ii) Such Additional Insured’s financial control of you; or
- (iii) The maintenance, operation or use by you of equipment leased to you by such Additional Insured; or

# RIVERPORT INSURANCE COMPANY

- (iv) A permit issued to you by a state or political subdivision.
- (b) Coverage does not apply to any "occurrence" or offense:
  - (i) Which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract"; or
  - (ii) Which takes place after you cease to be a tenant in that premises.
- (c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal Injury," or "Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:
  - (i) the preparing, approving, or failing to approve or prepare maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
  - (ii) supervisory, inspection, or engineering services.
- (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (e) In the event that you are engaged in the manufacture or assembly of any goods or products for the benefit or at the direction of another party, pursuant to a contract or agreement with that party, this Paragraph (d) does not extend coverage to that party as an Additional Insured. Coverage for such a party will be extended only by a specific endorsement issued by us and naming such party.

## c. Additional Insured – Funding Sources

- (1) This policy is amended to include as an insured any Funding Source (hereinafter called Additional Insured) which requires you in a written contract to name such Additional Insured but only with respect to liability arising out of your premises or "your work" for such Additional Insured, and only to the extent set forth as follows:
  - (a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions

and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

- (b) The coverage provided to the Additional Insured is not greater than that customarily provided by the policy forms specified in and required by the contract.
- (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
- (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

## d. Additional Insured – Manager or Lessor of Premises

- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent your premises and which requires you to add such person or organization as an Additional Insured in this policy under:
  - (a) A written contract; or
  - (b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured;but only if the written or oral agreement is an "insured contract,"
  - (i) currently in effect or to become effective during the term of this policy; and
  - (ii) executed prior to the "bodily injury," "property damage," "personal injury", or "advertising injury."

- (2) With respect to the insurance afforded the Additional Insured identified in Paragraph d. (1) immediately above, the following additional provisions apply:
  - (a) This insurance applies only to liability arising out of the ownership, maintenance, or use of that portion of the premises leased to you;
  - (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the

# RIVERPORT INSURANCE COMPANY

Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.

- (c) In no event shall the coverages or Limits of Insurance in this Coverage Part be increased by such contract or agreement.
  - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
  - (3) This insurance does not apply to:
    - (a) Any "occurrence" or offense which takes place after you cease to be a tenant in the premises covered by this endorsement; or
    - (b) Structural alterations, new construction, or demolition operations performed by or on behalf of the Additional Insured.
- e. Additional Insured – Owner, Manager, Operator or Lessor of "Special Events" Premises**
- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease, rent or occupy the premises upon which a "special event" is held, sponsored or conducted by you, or on your behalf, under:
    - (a) A written contract; or
    - (b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured; but only if the written or oral agreement is an "insured contract,"
      - (i) currently in effect or to become effective during the term of this policy; and
      - (ii) executed prior to the "bodily injury," "property damage," "personal injury," or "advertising injury."
  - (2) With respect to the insurance afforded the Additional Insured identified in Paragraph **e. (1)** of this endorsement, the following additional provisions apply:
    - (a) This insurance applies only to liability arising out of the use of that portion of the premises while leased or rented to you for the specific "special event";
    - (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the contract or

agreement pertaining to the use of the premises or in the Declarations for this policy and subject to all of this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.

- (c) In no event shall the coverage or Limits of Insurance in this Coverage Form be increased by such contract or agreement.
- (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (3) This insurance does **not** apply to:
  - (a) Any "occurrence" or offense which takes place after you cease to be a tenant, licensee or occupant in the premises covered by this endorsement; or
  - (b) Any acts or "occurrences" caused by or attributable to the owner, manager, operator, or lessor of the premises upon which the "special event" is held.

**f. Additional Insured – Supervisors or Higher in Rank**

- (1) This policy is amended to include as insured any "employees" (hereinafter called Additional Insured), designated as supervisor or higher in rank, who are authorized by you to exercise direct or indirect supervision and control over "employees" and the manner in which work is performed, 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" designated as supervisor or higher in rank, is an insured for:
  - (a) "Bodily injury" or "personal injury":
    - (i) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
    - (ii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph **(a)(i)** above; or

