Filing at a Glance

Company:	Diamond State Insurance Company
Product Name:	Special Events Liability
State:	Wisconsin
TOI:	17.1 Other Liability-Occ Only
Sub-TOI:	17.1022 Other
Filing Type:	Form
Date Submitted:	04/20/2023
SERFF Tr Num:	PENN-133630403
SERFF Status:	Closed-Filed
State Tr Num:	
State Status:	
Co Tr Num:	DSIC-2023-WI-SE-F-1441
Effective Date Requested (New):	06/01/2023
Effective Date Requested (Renewal):	
Author(s):	Sandy Best
Reviewer(s):	Lori Carlson (primary)
Disposition Date:	04/21/2023
Disposition Status:	Filed
Effective Date (New):	05/19/2023
Effective Date (Renewal):	

State: *Wisconsin* **Filing Company:** *Diamond State Insurance Company*
TOI/Sub-TOI: *17.1 Other Liability-Occ Only/17.1022 Other*
Product Name: *Special Events Liability*
Project Name/Number: */*

General Information

Project Name:
Project Number:
Reference Organization:
Reference Title:
Filing Status Changed: 04/21/2023
State Status Changed:
Created By: Sandy Best
Corresponding Filing Tracking Number: PENN-133630404

Status of Filing in Domicile:
Domicile Status Comments:
Reference Number:
Advisory Org. Circular:

Deemer Date: 05/19/2023
Submitted By: Sandy Best

Filing Description:

Diamond State Insurance Company is filing the forms for use in our new Special Event Liability program offering effective 06/01/2023.

Our program contemplates a variety of Special Event risks including fundraising events, social events/parties, conventions/trade shows, or weddings.

This new program will use a combination of proprietary forms, and ISO forms including the ISO Commercial General Liability (CG 00 01) coverage form.

Company and Contact

Filing Contact Information

Sandra Best, Regulatory Analyst
Three Bala Plaza, East
Suite 300
Bala Cynwyd, PA 19004

sbest@gbli.com
480-337-1610 [Phone]

Filing Company Information

Diamond State Insurance Company
Three Bala Plaza, East
Suite 300
Bala Cynwyd, PA 19004
(610) 660-6825 ext. [Phone]

CoCode: 42048
Group Code: 920
Group Name: Global Indemnity Group
FEIN Number: 51-0257823

State of Domicile: Indiana
Company Type:
State ID Number:

State: Wisconsin **Filing Company:** Diamond State Insurance Company
TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1022 Other
Product Name: Special Events Liability
Project Name/Number: /

Filing Fees

State Fees

Fee Required? No

Retaliatory? No

Fee Explanation:

SERFF Tracking #:	*PENN-133630403*	***State Tracking #:***		***Company Tracking #:***	*DSIC-2023-WI-SE-F-1441*

State:	*Wisconsin*	***Filing Company:***	*Diamond State Insurance Company*
TOI/Sub-TOI:	*17.1 Other Liability-Occ Only/17.1022 Other*		
Product Name:	*Special Events Liability*		
Project Name/Number:	*/*		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Filed	Lori Carlson	04/21/2023	04/21/2023

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Intake Validation Report_04-20-2023_17:00:45	Reviewer Note	Verisk WI SAPI Prod	04/20/2023	

SERFF Tracking #:	*PENN-133630403*	***State Tracking #:***		***Company Tracking #:***	*DSIC-2023-WI-SE-F-1441*

State:	*Wisconsin*	***Filing Company:***	*Diamond State Insurance Company*
TOI/Sub-TOI:	*17.1 Other Liability-Occ Only/17.1022 Other*		
Product Name:	*Special Events Liability*		
Project Name/Number:	*/*		

Disposition

Disposition Date: 04/21/2023
Effective Date (New): 05/19/2023
Effective Date (Renewal):
Status: Filed

Comment: Used with form filings that are subject to file & use under s. 631.20(1)(c) and (1m) Wis. Stat.
Effective July 1st, 2008, changes in insurance law exempted certain policy forms from receiving prior approval before use.
This filing may be used 30 days after receipt by OCI.

FOR USE AFTER: 5/19/2023

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Form	Common Policy Declarations	Filed	Yes
Form	Terrorism Exclusion	Filed	Yes
Form	Coverage for "Acts of Terrorism" as Defined in the Terrorism Risk Insurance Act	Filed	Yes
Form	Exclusion - Firearm and Other Weapon	Filed	Yes
Form	Exclusion - Injury to Employees, Contracted Persons or Workers of Insureds or Contracted Organizations	Filed	Yes
Form	Exclusion - Swimming Pool	Filed	Yes
Form	Punitive and Exemplary Damages Exclusion	Filed	Yes
Form	Exclusion - Fraudulent, Dishonest, and Criminal Acts	Filed	Yes
Form	Exclusion - Human Trafficking or Exploitation	Filed	Yes
Form	Fully Earned Premium Endorsement	Filed	Yes
Form	Extension of Coverage - Committee Members	Filed	Yes
Form	Exclusion - Structure Collapse	Filed	Yes
Form	Rain Date Coverage	Filed	Yes
Form	Primary and Noncontributory - Automatic Status When Required in Written Contract or Agreement	Filed	Yes
Form	Exclusion - Total Liquor Liability	Filed	Yes

SERFF Tracking #:	*PENN-133630403*	***State Tracking #:***		***Company Tracking #:***	*DSIC-2023-WI-SE-F-1441*

State:	*Wisconsin*	***Filing Company:***	*Diamond State Insurance Company*
TOI/Sub-TOI:	*17.1 Other Liability-Occ Only/17.1022 Other*		
Product Name:	*Special Events Liability*		
Project Name/Number:	*/*		

Schedule	Schedule Item	Schedule Item Status	Public Access
Form	Assault or Battery Exclusion	Filed	Yes
Form	Scheduled Events - Additional Limitations and Exclusions	Filed	Yes
Form	Exclusion - Cyber and Data Liability	Filed	Yes
Form	Commercial Insurance Policy Jacket	Filed	Yes
Form	Total Exclusion - Professional Services	Filed	Yes
Form	Commercial General Liability Coverage Part Declarations	Filed	Yes
Form	Commercial General Liability Coverage Part Supplemental Declarations	Filed	Yes
Form	Schedule of Forms and Endorsements	Filed	Yes
Form	Disclosure Notice of Terrorism Insurance Coverage	Filed	Yes
Form	Extension of Declarations	Filed	Yes
Form	Special Events Application	Filed	Yes
Form	Fraud Statements	Filed	Yes
Supporting Document	Appraisal or Arbitration Provision	Filed	Yes
Supporting Document	Certification of Compliance and Readability	Filed	Yes
Supporting Document	Filing Memo	Filed	Yes
Supporting Document	Screen shots for form NAA-124	Filed	Yes
Supporting Document	Sample of Filled Variable Field Doc	Filed	Yes

State:	Wisconsin	**Filing Company:**	Diamond State Insurance Company
TOI/Sub-TOI:	17.1 Other Liability-Occ Only/17.1022 Other		
Product Name:	Special Events Liability		
Project Name/Number:	/		

Reviewer Note

Created By:

Verisk WI SAPI Prod on 04/20/2023 06:00 PM

Last Edited By:

Lori Carlson

Submitted On:

04/21/2023 08:09 AM

Subject:

Intake Validation Report_04-20-2023_17:00:45

Comments:

Reviewer Note

State: Wisconsin **Filing Company:** Diamond State Insurance Company
TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1022 Other
Product Name: Special Events Liability
Project Name/Number: /

Attachment IntakeReport_PENN-133630403.pdf could not be reproduced here for the following reason: PDF header signature not found.

SERFF Tracking #: PENN-133630403 **State Tracking #:** **Company Tracking #:** DSIC-2023-WI-SE-F-1441

State: Wisconsin **Filing Company:** Diamond State Insurance Company
TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1022 Other
Product Name: Special Events Liability
Project Name/Number: /

Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1	Filed 04/21/2023	Common Policy Declarations	DEC9901	10 22	DEC	New			DEC9901 10 22.pdf
2	Filed 04/21/2023	Terrorism Exclusion	EAA-146	(12/2009)	END	New			EAA-146 (12 2009).pdf
3	Filed 04/21/2023	Coverage for "Acts of Terrorism" as Defined in the Terrorism Risk Insurance Act	EAA-156	(04/2015)	END	New			EAA-156 (04 2015).pdf
4	Filed 04/21/2023	Exclusion - Firearm and Other Weapon	EPA-1333	(05/2022)	END	New			EPA-1333 (05 2022).pdf
5	Filed 04/21/2023	Exclusion - Injury to Employees, Contracted Persons or Workers of Insureds or Contracted Organizations	EPA-1723	(02/2022)	END	New			EPA-1723 (02 2022).pdf
6	Filed 04/21/2023	Exclusion - Swimming Pool	EPA-1772	(01/2017)	END	New			EPA-1772 (01 2017).pdf
7	Filed 04/21/2023	Punitive and Exemplary Damages Exclusion	EPA-1785	(05/2017)	END	New			EPA-1785 (05 2017).pdf
8	Filed 04/21/2023	Exclusion - Fraudulent, Dishonest, and Criminal Acts	EPA-1872	(04/2018)	END	New			EPA-1872 (04 2018).pdf
9	Filed 04/21/2023	Exclusion - Human Trafficking or Exploitation	EPA-1985	(12/2020)	END	New			EPA-1985 (12 2020).pdf
10	Filed 04/21/2023	Fully Earned Premium Endorsement	EPA-1999	(09/2021)	END	New			EPA-1999 (09 2021).pdf
11	Filed 04/21/2023	Extension of Coverage - Committee Members	EPA-2000	09 21	END	New			EPA-2000 09 21.pdf
12	Filed 04/21/2023	Exclusion - Structure Collapse	EPA-2001	09 21	END	New			EPA-2001 09 21.pdf
13	Filed 04/21/2023	Rain Date Coverage	EPA-2002	09 21	END	New			EPA-2002 09 21.pdf

SERFF Tracking #: PENN-133630403 **State Tracking #:** **Company Tracking #:** DSIC-2023-WI-SE-F-1441

State: Wisconsin **Filing Company:** Diamond State Insurance Company
TOI/Sub-TOI: 17.1 Other Liability-Occ Only/17.1022 Other
Product Name: Special Events Liability
Project Name/Number: /

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
14	Filed 04/21/2023	Primary and Noncontributory - Automatic Status When Required in Written Contract or Agreement	EPA-2003	09 21	END	New			EPA-2003 09 21.pdf
15	Filed 04/21/2023	Exclusion - Total Liquor Liability	EPA-2004	09 21	END	New			EPA-2004 09 21.pdf
16	Filed 04/21/2023	Assault or Battery Exclusion	EPA-2009	09 21	END	New			EPA-2009 09 21.pdf
17	Filed 04/21/2023	Scheduled Events - Additional Limitations and Exclusions	EPA-2014	(09/2021)	END	New			EPA-2014 (09 2021).pdf
18	Filed 04/21/2023	Exclusion - Cyber and Data Liability	EPA-2016	03/2022	END	New			EPA-2016 03 2022.pdf
19	Filed 04/21/2023	Commercial Insurance Policy Jacket	GBLI9900	10 22	OTH	New			GBLI9900 10 22 Common Jacket.pdf
20	Filed 04/21/2023	Total Exclusion - Professional Services	GCG2004	09 22	END	New			GCG2004 09 22.pdf
21	Filed 04/21/2023	Commercial General Liability Coverage Part Declarations	GCG9901	10 22	DEC	New			GCG9901 10 22.pdf
22	Filed 04/21/2023	Commercial General Liability Coverage Part Supplemental Declarations	GCG9902	10 22	DEC	New			GCG9902 10 22.pdf
23	Filed 04/21/2023	Schedule of Forms and Endorsements	GIL7501	12 22	DEC	New			GIL7501 12 22.pdf
24	Filed 04/21/2023	Disclosure Notice of Terrorism Insurance Coverage	NAA-124	(01/2021)	DSC	New			NAA-124 (01 2021).pdf
25	Filed 04/21/2023	Extension of Declarations	SAA-109	11 21	END	New			SAA-109 11 21.pdf
26	Filed 04/21/2023	Special Events Application	GCG3000	02 23	ABE	New			GCG 3000 02 23 Special Events Application.pdf
27	Filed 04/21/2023	Fraud Statements	ACORD 63	(2016/10)	OTH	New			ACORD 63 Fraud Statements.pdf

SERFF Tracking #:	*PENN-133630403*	***State Tracking #:***		***Company Tracking #:***	*DSIC-2023-WI-SE-F-1441*

State:	*Wisconsin*	***Filing Company:***	*Diamond State Insurance Company*
TOI/Sub-TOI:	*17.1 Other Liability-Occ Only/17.1022 Other*		
Product Name:	*Special Events Liability*		
Project Name/Number:	*/*		

Form Type Legend:

ABE	Application/Binder/Enrollment	**ADV**	Advertising
BND	Bond	**CER**	Certificate
CNR	Canc/NonRen Notice	**DEC**	Declarations/Schedule
DSC	Disclosure/Notice	**END**	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	**OTH**	Other

SERFF Tracking #:	*PENN-133630403*	***State Tracking #:***		***Company Tracking #:***	*DSIC-2023-WI-SE-F-1441*

State:	*Wisconsin*	***Filing Company:***	*Diamond State Insurance Company*
TOI/Sub-TOI:	*17.1 Other Liability-Occ Only/17.1022 Other*		
Product Name:	*Special Events Liability*		
Project Name/Number:	*/*		

Supporting Document Schedules

Bypassed - Item:	Appraisal or Arbitration Provision
Bypass Reason:	N/A
Attachment(s):	
Item Status:	Filed
Status Date:	04/21/2023

Satisfied - Item:	Certification of Compliance and Readability
Comments:	
Attachment(s):	Certificate of Compliance & Readability.pdf
Item Status:	Filed
Status Date:	04/21/2023

Satisfied - Item:	Filing Memo
Comments:	
Attachment(s):	WI Special Events Filing Memo - Forms plus ISO 0420.pdf
Item Status:	Filed
Status Date:	04/21/2023

Satisfied - Item:	Screen shots for form NAA-124
Comments:	
Attachment(s):	Terrorism if accept.pdf Terrorism if decline.pdf
Item Status:	Filed
Status Date:	04/21/2023

Satisfied - Item:	Sample of Filled Variable Field Doc
Comments:	
Attachment(s):	GBLI9900 10 22 with DSIC info & sigs.pdf
Item Status:	Filed
Status Date:	04/21/2023

Mozart for Regulators Intake Validation Report

SERFF Tracking number: PENN-133630403

Processed: April 20, 2023 05:00 PM CST

Company Name: Diamond State Insurance Company

Form Count: 27

Item No.	Form Name	Form Number	Edition Date	Form Type	Readability Score	Arbitration Provision	Similar Forms	Preferred Wording	Concept Search
1	Common Policy Declarations	DEC9901	10 22	DEC		Not found			
2	Terrorism Exclusion	EAA-146	(12/2009)	END		Not found	link	link	link
3	Coverage for "Acts of Terrorism" as Defined in the Terrorism Risk Insurance Act	EAA-156	(04/2015)	END		Not found	link	link	link
4	Exclusion - Firearm and Other Weapon	EPA-1333	(05/2022)	END		Not found	link	link	link
5	Exclusion - Injury to Employees, Contracted Persons or Workers of Insureds or Contracted Organizations	EPA-1723	(02/2022)	END		Not found	link	link	link
6	Exclusion - Swimming Pool	EPA-1772	(01/2017)	END		Not found	link	link	link
7	Punitive and Exemplary Damages Exclusion	EPA-1785	(05/2017)	END		Not found	link	link	link
8	Exclusion - Fraudulent, Dishonest, and Criminal Acts	EPA-1872	(04/2018)	END		Not found	link	link	link
9	Exclusion - Human Trafficking or Exploitation	EPA-1985	(12/2020)	END		Not found	link	link	link

Item No.	Form Name	Form Number	Edition Date	Form Type	Readability Score	Arbitration Provision	Similar Forms	Preferred Wording	Concept Search
10	Fully Earned Premium Endorsement	EPA-1999	(09/2021)	END		Not found	link	link	link
11	Extension of Coverage - Committee Members	EPA-2000	09 21	END		Not found	link	link	link
12	Exclusion - Structure Collapse	EPA-2001	09 21	END		Not found	link	link	link
13	Rain Date Coverage	EPA-2002	09 21	END		Not found	link	link	link
14	Primary and Noncontributory - Automatic Status When Required in Written Contract or Agreement	EPA-2003	09 21	END		Not found	link	link	link
15	Exclusion - Total Liquor Liability	EPA-2004	09 21	END		Not found	link	link	link
16	Assault or Battery Exclusion	EPA-2009	09 21	END		Not found	link	link	link
17	Scheduled Events - Additional Limitations and Exclusions	EPA-2014	(09/2021)	END		Not found	link	link	link
18	Exclusion - Cyber and Data Liability	EPA-2016	03/2022	END		Not found	link	link	link
19	Commercial Insurance Policy Jacket	GBLI9900	10 22	OTH		Not found	link	link	link
20	Total Exclusion - Professional Services	GCG2004	09 22	END		Not found	link	link	link
21	Commercial General Liability Coverage Part Declarations	GCG9901	10 22	DEC		Not found			
22	Commercial General Liability Coverage Part Supplemental Declarations	GCG9902	10 22	DEC		Not found			
23	Schedule of Forms and	GIL7501	12 22	DEC		Not found			

Item No.	Form Name	Form Number	Edition Date	Form Type	Readability Score	Arbitration Provision	Similar Forms	Preferred Wording	Concept Search
	Endorsements								
24	✓ Disclosure Notice of Terrorism Insurance Coverage	✓ NAA-124	✓ (01/2021)	✓ DSC		Not found			
25	✓ Extension of Declarations	✓ SAA-109	✓ 11 21	✓ END		Not found	link	link	link
26	⊗ Special Events Application	✓ GCG3000	✓ 02 23	⊗ ABE		Not found	link	link	link
27	✓ Fraud Statements	✓ ACORD 63	✓ (2016/10)	OTH		Not found	link	link	link

✓ - All validation criteria have been satisfied ⊗ - Validation failed to satisfy criteria

Arbitration Information

Status
Bypassed

Certificate of Compliance

Officer Name	Company Name	Flesch Score Product	Signature	Date
⊗	⊗ Diamond State Insurance Company	⊗	⊗	⊗

✓ - All validation criteria have been satisfied ⊗ - Validation failed to satisfy criteria

AGENCY CUSTOMER ID: _____

FRAUD STATEMENTS

AGENCY		CARRIER	NAIC CODE
POLICY NUMBER	EFFECTIVE DATE	APPLICANT / NAMED INSURED	

Applicable in AL, AR, DC, LA, MD, NM, RI and WV
Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO
It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK
Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS
Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA
Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA
It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

Applicable in NJ
Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR
Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR
Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

_____ _____
APPLICANT'S SIGNATURE DATE (MM/DD/YYYY)

COMMON POLICY DECLARATIONS

Diamond State Insurance Company®

A Stock Company / Non-Participating Company
Indianapolis, IN

Policy Number:
Agency No: **Producer No:** **Renewal of:**

POLICY PERIOD: **From** **To**
at 12:01 A.M. Standard Time at your mailing address show below.

NAMED INSURED AND MAILING ADDRESS:	**AGENCY NAME AND MAILING ADDRESS:**
	[Insert Variable Field] [Insert Variable Field]

BUSINESS DESCRIPTION:

FORM OF BUSINESS:
☐ Individual ☐ Partnership ☐ Joint Venture ☐ Trust ☐ Limited Liability Company (LLC)
☐ Organization, including a Corporation (but not including a Partnership, Joint Venture or LLC)

IN RETURN FOR THE PAYMENT OF THE PREMIUM INDICATED, WE AGREE WITH YOU TO PROVIDE INSURANCE COVERAGE SUBJECT TO ALL THE TERMS AND ENDORSEMENTS OF THE POLICY DESIGNATED ABOVE, FOR THE PERIOD STATED. WHERE NO PREMIUM IS SHOWN, THERE IS NO COVERAGE.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S) FOR WHICH A PREMIUM IS INDICATED.
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

			PREMIUM
Commercial General Liability Coverage Part			$_____
Commercial Property Coverage Part			$_____
Commercial Liquor Liability Coverage Part			$_____
Commercial Inland Marine Coverage Part			$_____
Commercial Excess Liability Coverage Part			$_____
Miscellaneous Professional Liability Coverage Part			$_____
[Insert fillable field]			$_____
[Insert fillable field]			$_____
[Insert fillable field]			$_____
Other Charges (if applicable):		**Deposit Premium**	$_____
[Insert fillable field]	[Insert fillable field]		
[Insert fillable field]	[Insert fillable field]		
[Insert fillable field]	[Insert fillable field]	**Total Other Charges**	$_____
NO FLAT CANCELLATION		**Total Policy Premium**	$_____

Form(s) and Endorsement(s) made a part of this policy at time of issue:
Refer to Schedule of Forms and Endorsements

Countersigned: _____ By: _____
Date **Authorized Representative**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRORISM EXCLUSION

This endorsement modifies insurance provided under the following:

ALL PARTS OF THE POLICY

Notwithstanding any other provision of this policy to the contrary, this insurance does not apply to any loss, cost, expense, damage, injury or economic detriment, whether arising by contract, operation of law or otherwise whether or not concurrent or in any sequence with any other cause or event, that in any way, form or manner, directly or indirectly, arises out of, results from or is caused by “terrorism”, and also including any action taken in hindering or defending against “terrorism”.

“Terrorism” means any act of force or violence or other illegal means, whether actual, alleged or threatened, by any person, persons, group, private or governmental entity or entities, or any other type of organization of any nature whatsoever, whether the identity of which is known or unknown, that appears to be for political, religious, racial, ethnic, ideological, ecological or social purposes, objectives or motives and that causes or appears to be intended to cause:

1. alarm, fright, fear of danger, concern or apprehension for public safety;

2. the interference or disruption of an electronic, communication, information or mechanical system;

3. the intimidation or coercion of the civilian population, or any governmental body; or

4. the alteration of the policies, foreign or domestic of any governmental body,

This exclusion does not affect the applicability of, and is in addition to, any exclusion of war, warlike or military action, whether or not specifically denominated as such.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR "ACTS OF TERRORISM" AS DEFINED IN THE TERRORISM RISK INSURANCE ACT

In consideration of an additional premium having been timely paid, the terrorism exclusion on your policy is amended to the extent that any "act of terrorism" as defined in the federal Terrorism Risk Insurance Act, as amended, (the Act) is no longer excluded from coverage.

A. Under the Act, an "act of terrorism" means any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act to:

   1. Be an act of terrorism;

   2. Be a violent act or an act that is dangerous to:

      a. Human life;

      b. Property; or

      c. Infrastructure;

   3. Have resulted in damage within the United States or outside of the United States in the case of:

      a. An air carrier (as defined in 49 U.S.C. § 40102) or vessel based principally in the United States, on which income tax is paid and whose insurance coverage is subject to regulation in the United States; or

      b. The premises of a United States mission; and

   4. 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.

B. Under the Act, no act will be certified by the Secretary of the Treasury as an "act of terrorism" and this insurance does not apply if:

   1. The act is committed as part of the course of a war declared by the Congress; or

   2. Losses attributable to all types of insurance subject to the Act, in the aggregate, do not exceed $5,000,000.

C. If aggregate insured losses attributable to an “act of terrorism” exceed $100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we will not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

D. Under the Act, any certification of, or determination not to certify by the Secretary of the Treasury, an act as an “act of terrorism” will be final, and will not be subject to judicial review.

E. Under the Act, punitive damages are not covered and therefore, such damages are likewise not covered by this policy.

F. If this endorsement is attached to an excess or umbrella policy, coverage under this policy for any “act of terrorism” only will apply:

1. When all “underlying insurance” for “acts of terrorism” is exhausted; or

2. If you do not purchase “underlying insurance” for “acts of terrorism”, only to the extent we would have been liable had you purchased such coverage for the full limits of “underlying insurance”. We will not drop down if you do not purchase “underlying insurance” for “acts of terrorism”.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - FIREARM AND OTHER WEAPON

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the use, sale, or demonstration of any firearm or other weapon by any person, whether or not caused:

a. By, at the instigation of, or with the direct or indirect involvement of you or your employees, patrons or other persons in, on, near or away from your premises;

b. By or arising out of, your failure to properly supervise or keep your premises in a safe condition;

c. By or arising out of, any insured's act or omission in connection with the prevention, suppression or failure to warn, including but not limited to negligent supervision, hiring, employment, training or monitoring of others; or

d. By or arising out of, negligent, reckless or wanton conduct by you, your employees, patrons or other persons.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – INJURY TO EMPLOYEES, CONTRACTED PERSONS OR WORKERS OF INSUREDS OR CONTRACTED ORGANIZATIONS

This endorsement modifies insurance provided for under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Exclusion **e. Employer's Liability** of Paragraph **2. Exclusions** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted and replaced by the following:

This insurance does not apply to:

e. Injury to Employees, Contracted Persons or Workers

"Bodily injury" to:

(1) Any person who is an "employee", contractor, subcontractor, "temporary worker" or "volunteer worker" of any insured arising out of and in the course of:

(a) Employment by any insured; or

(b) Performing duties related to the conduct of any insured's business;

(2) Any person, arising out of and in the course of performing duties related to the conduct of any insured's business;

(3) Any "employee", contractor, subcontractor, "temporary worker" or "volunteer worker" of any person or organization that is contracted to perform services on behalf of:

(a) Any insured; or

(b) Anyone who is performing services on any insured's behalf;

arising out of and in the course of employment by such person or organization, or performing duties related to the conduct of such person's or organization's business, and for which any insured may become liable in any capacity; or

(4) The spouse, child, parent, brother or sister, or other family member, of any person as a consequence of Paragraphs **1.**, **2.**, or **3.** above.

This exclusion applies:

(1) Whether any insured may be liable as an employer or in any other capacity;

(2) Whether any insured may have any obligation to share damages with or repay someone else who must pay damages because of the injury; and

(3) To liability assumed by any insured under any contract or agreement.

B. For purposes of this exclusion only, "contracted with" includes contracting by any agreement, whether oral or written.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – SWIMMING POOL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following 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" or "property damage" arising out of the ownership, maintenance, operation, existence or use of any swimming pool, whether such use is authorized or unauthorized.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PUNITIVE AND EXEMPLARY DAMAGES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

This insurance does not apply to punitive damages, exemplary damages, fines, penalties, treble damages, or any other increase in damages resulting from the multiplication of compensatory damages.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION-FRAUDULENT, DISHONEST AND CRIMINAL ACTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to Paragraph **2. Exclusions** of **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the fraudulent, dishonest, thieving, or malicious criminal acts or omissions of any insured, "employee" or "temporary worker", casual labor, independent contractor or "volunteer worker".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUSION – HUMAN TRAFFICKING OR EXPLOITATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

This insurance does not apply to:

Human Trafficking Or Exploitation

"Bodily injury", "property damage" or "personal and advertising injury" arising in whole or in part out of:

1. The actual or threatened "human trafficking or exploitation", prostitution, or slavery of or by any person, whether caused by or at the instigation of any insured, its "employee", "temporary worker", independent contractor or any other person;
2. The failure of any insured or anyone else for whom an insured is legally responsible to prevent, suppress or report to the proper authorities or emergency personnel "human trafficking or exploitation", prostitution or slavery;
3. The negligent:
   a. Employment;
   b. Investigation;
   c. Supervision;
   d. Training; or
   e. Retention

   of any person for whom any insured is legally responsible and whose conduct would be excluded by **1.** or **2.** above.

"Human trafficking or exploitation" means any an act, threat, intimidation, coercion or coercive persuasion, including, but not limited to:

1. The use of human beings through fraud, force or coercion for personal satisfaction, sexual acts, forced labor, domestic servitude or financial gain;
2. The violation or alleged violation of any law or regulation regarding human or sex trafficking or human or sexual exploitation;
3. Acquisition, detainment, confinement, housing or transportation of a person against their will or by coercion for personal satisfaction, financial gain, or for harmful, offensive or illegal contact of a sexual nature; or
4. Harmful or offensive contact, including assault or battery or sexual abuse or molestation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FULLY EARNED PREMIUM ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

Notwithstanding any policy provision to the contrary, if you cancel this policy, the total premium will be considered fully earned and will not be subject to short rate or pro rata adjustment, and no refund will be due.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENSION OF COVERAGE – COMMITTEE MEMBERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

LIQUOR LIABILITY COVERAGE FORM

The following is added to Paragraph **1.** of **SECTION II – WHO IS AN INSURED**:

A committee, then the members of the committee are also insureds, but only with respect to the conduct of committee business or activities and within the scope of their duties as members of the committee. However, no committee member is an insured with respect to the conduct of any business or any activities on behalf of a committee that is not shown as a Named Insured in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - STRUCTURE COLLAPSE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury”, directly or indirectly arising out of, caused by or resulting from, the partial or total collapse of any bleacher, grandstand, deck, stairs, steps, platform, or other related structures, owned, maintained or used by any insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RAIN DATE COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

LIQUOR LIABILITY COVERAGE FORM

SCHEDULE

Description of Event:

Event Location:

Event Start Date: **Event End Date:**

Event Rain Start Date: **Event Rain End Date:**

Premium: $

A. If the "event" for which this policy was written is not held in full between the Event Start Date and the Event End Date listed in the Schedule above, due to "inclement weather", we will provide coverage between the Event Rain Start Date and the Event Rain End Date listed in the Schedule above. Coverage under this endorsement will not apply if the scheduled "event" was held in whole, or in part, on any of the Event Date(s) scheduled.

B. The following is added to Paragraph **2. Exclusions** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to:

Material Change in Risk

"Bodily injury" or "property damage" arising out of an Event shown in the Schedule above, that has had a material change in risk which substantially changes any hazard insured against after this policy is issued.

C. The following is added to **SECTION V – DEFINITIONS**:

"Inclement weather" means rain or abnormal climatic conditions, including but not limited to, hail, snow, cold, high wind, severe dust storm, or extreme high temperature.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to Paragraph **4. Other Insurance** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** and supersedes any provision to the contrary:

Primary and Noncontributory

The insurance under this endorsement is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance;

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured; and

(3) The "bodily injury" or "property damage" is caused by your sole negligence, or the "personal and advertising injury" is caused by an offense committed solely by you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - TOTAL LIQUOR LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Exclusion **c. Liquor Liability** of Paragraph **2. Exclusions** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted and replaced by the following:

This insurance does not apply to:

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, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises, for consumption on your premises;

(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 to all injury sustained by any person, whether alleged, threatened or actual including but not limited to your negligence or other wrongdoing with respect to:

(a) The supervision, hiring, placement, employment, training, monitoring or retention of a person for whom any insured is, or ever was, legally responsible; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or

(c) Detaining or failing to detain, or assuming or failing to assume, responsibility for the well-being, supervision or care of any person that is or may be under the influence of alcohol.

if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ASSAULT OR BATTERY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury”, arising in whole or in part out of an “assault” or “battery”, whether or not:

1. Caused by, at the instigation of, or with the direct or indirect involvement of an insured, an insured's “employee”, subcontractor, “temporary worker”, “volunteer worker”, patron or any other person;

2. Caused by or arising out of an insured's failure to properly supervise or keep an insured's premises in a safe condition;

3. Caused by or arising out of any insured’s act or omission in connection with the prevention, suppression, or failure to warn of the “assault” or “battery”, including but not limited to, negligent hiring, training, supervision or retention; or

4. Caused by or arising out of negligent, reckless, or wanton conduct by an insured, an insured's “employees”, patrons or other persons.

B. The following is added to **SECTION V - DEFINITIONS**:

1. “Assault” means any intentional or attempted act or threat to inflict injury to another, including any conduct that could reasonably place another in apprehension of injury. “Assault” includes, but is not limited to, intimidation, harassment, and verbal abuse, and threatened physical injury, sexual abuse, sexual assault, or any other harmful or offensive contact between two or more persons.

2. “Battery” means the intentional or reckless physical contact with or any use of force against a person, including a physical altercation or dispute, sexual abuse, sexual molestation, or offensive touching, whether or not the actual injury inflicted is intended or expected. The use of force includes, but is not limited to, the use of a weapon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULED EVENTS – ADDITIONAL LIMITATIONS AND EXCLUSIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Description of Event:		**Event Location:**
Event Start Date:	**Event End Date:**	**Exceptions to A.1. or A.2:**
Set-Up Date(s):	**Take-Down Date(s):**	
Set-Up/Take-Down Coverage Premium: $		

A. With respect to "events" Paragraph **2. Exclusions** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B – PERSONAL AND ADVERTISING INJURY** are amended as follows:

The following is added:

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

a. Any "event" sponsored by the insured, unless the "event" is described in the Declarations, the Schedule above, or added to the policy by endorsement and includes the following information:

(1) Effective date of coverage for the "event";

(2) Expiration date of coverage for the "event";

(3) Location of the "event"; and

(4) Any exceptions to **A.1** or **A.2** as shown in the Schedule above.

b. The "set-up" or "take-down" of an "event" sponsored by the insured, unless the "set-up" and "take-down" are described in the Declarations, the Schedule above, or added to the policy by endorsement.

c. The manufacturing, storage, transportation, maintenance, handling, igniting, or use by any person of:

(1) Pyrotechnics;

(2) Fireworks; or

(3) Combustible substances.

d. The ownership, use, handling, "loading or unloading", or demonstration of any animal, including, but not limited to, mammals, reptiles, birds, fish, or insects.

e. The ownership, maintenance or use of any electric, electronic, mechanical or computer-operated amusement rides or devices, other than those which may be specifically designated and described in the Declarations, or added to the policy by endorsement.

f. The ownership, maintenance or use of any of the following:

(1) Climbing apparatus, including but not limited to rock climbing walls and Velcro walls;

(2) Gymnastic equipment;

(3) Trampolines and rebounding devices;

(4) Inflatable games and devices, including but not limited to moon bounces, moon walks, and space walks;

(5) Interactive games and devices, including but not limited to laser tag, bungee jumping, sumo wrestling, human spheres, and water slides; or

(6) Inflatable balloons and blimps.

2. "Bodily injury" to any person while participating in:

a. Any game, contest, exhibition, production or show while in the "activity area"; or

b. A parade.

However, Paragraphs within **A.1** or **A.2.** of this exclusion will not apply if such operations are specifically described in the Schedule above or added to the policy by endorsement.

B. Exclusion **j. Damage To Property** under Paragraph **2. Exclusions** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted and replaced by the following:

This insurance does not apply to:

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 the "limited duration" of the "event" shown in the Schedule above, including set-up and take-down. 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".

B. The following definitions are added to **SECTION V – DEFINITIONS**:

1. “Activity area” means a defined area set aside for the purpose of preparing for, participating in, or assembling before, during or after any “event” including, but not limited to, the arena, course, field, road, stage, or street.

2. “Event” means a planned public or social occasion, function, or competition of “limited duration” that you manage, operate, or sponsor.

3. “Limited duration” means the period of time that is defined by the Event Start Date and Event End Date in the Schedule above.

4. “Set-up” means only those activities that are directly related to the preparation of an “event” before the Event Start Date.

5. “Take-down” means only those activities that are directly related to the concluding of an “event” after the Event End Date.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CYBER AND DATA LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. The following replaces Paragraph **2.p. Electronic Data** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and is added to Paragraph **2. Exclusions** of **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**:

This insurance does not apply to:

Cyber and Data Liability

Damages caused by, arising out of, attributable to, or in any way resulting from, directly or indirectly, in whole or part, by the misuse of any electronic device, website, portal, application, platform, internet or intranet, including but not limited to:

(1) Unauthorized access to or use of any computer system (including electronic data);

(2) Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system (including electronic data) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system (including electronic data) or otherwise disrupt its normal functioning or operation;

(3) The posting or hosting of data or other information;

(4) The acquisition, disclosure or amalgamation of electronic personal information or personally identifiable information;

(5) Any loss or damage to any computer system, including network equipment and programing, hardware or software;

(6) The function or malfunction of any electronic device, website, portal, application, platform, internet, or intranet;

(7) The loss of loss of use of, damage to, corruption of, inability to access or inability to manipulate electronic data;

(8) Any loss of access or denial of access to any electronic device, website, portal, application, platform, internet or intranet; or

(9) Any electronic device, website, portal, application, platform, internet, or intranet piracy, hacking or theft.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described above.

COMMERCIAL INSURANCE POLICY

[Insert Insurance Company] ®

A Stock Company / Non-Participating Company
[City, State]

ADMINISTRATIVE OFFICES

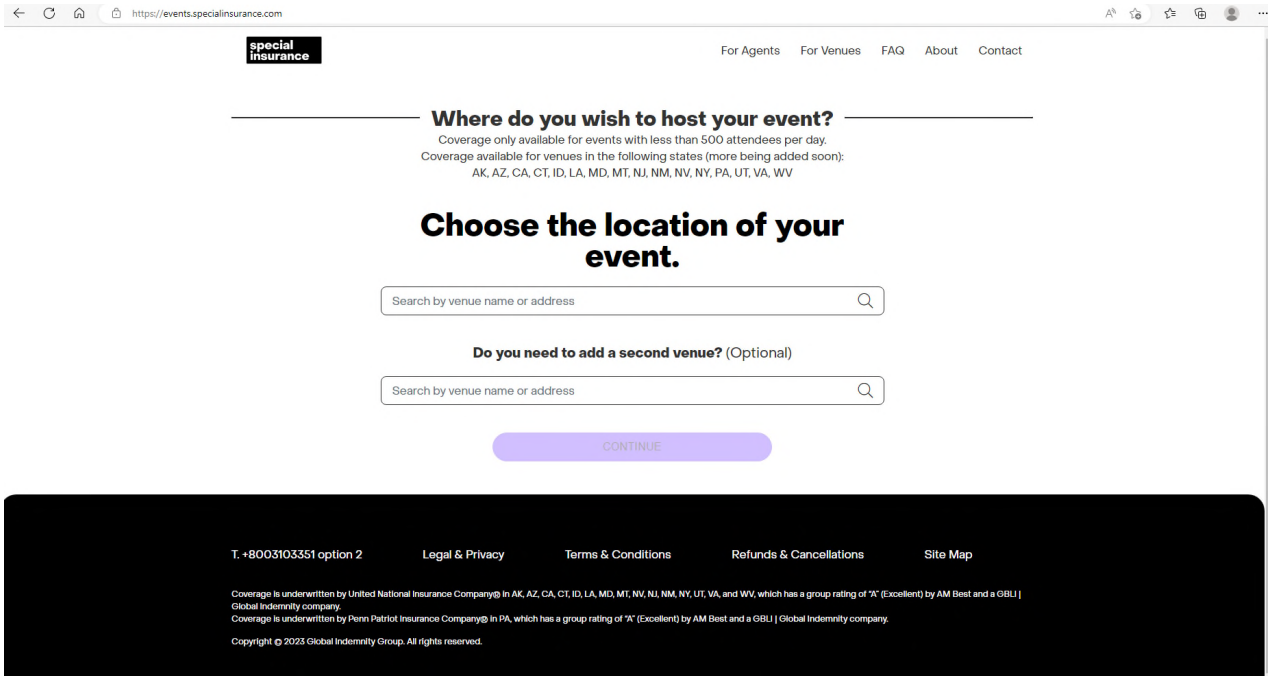
THREE BALA PLAZA EAST, BALA CYNWYD, PA 19004

610-664-1500

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law this policy shall not be valid unless countersigned by our authorized representative.

_____ _____

[1st Variable- Title & Signature] **[2nd Variable- Title & Signature]**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Coverage only available for events with less than 500 attendees per day.
Coverage available for venues in the following states (more being added soon):
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Do you need to add a second venue? (Optional)
Search by venue name or address
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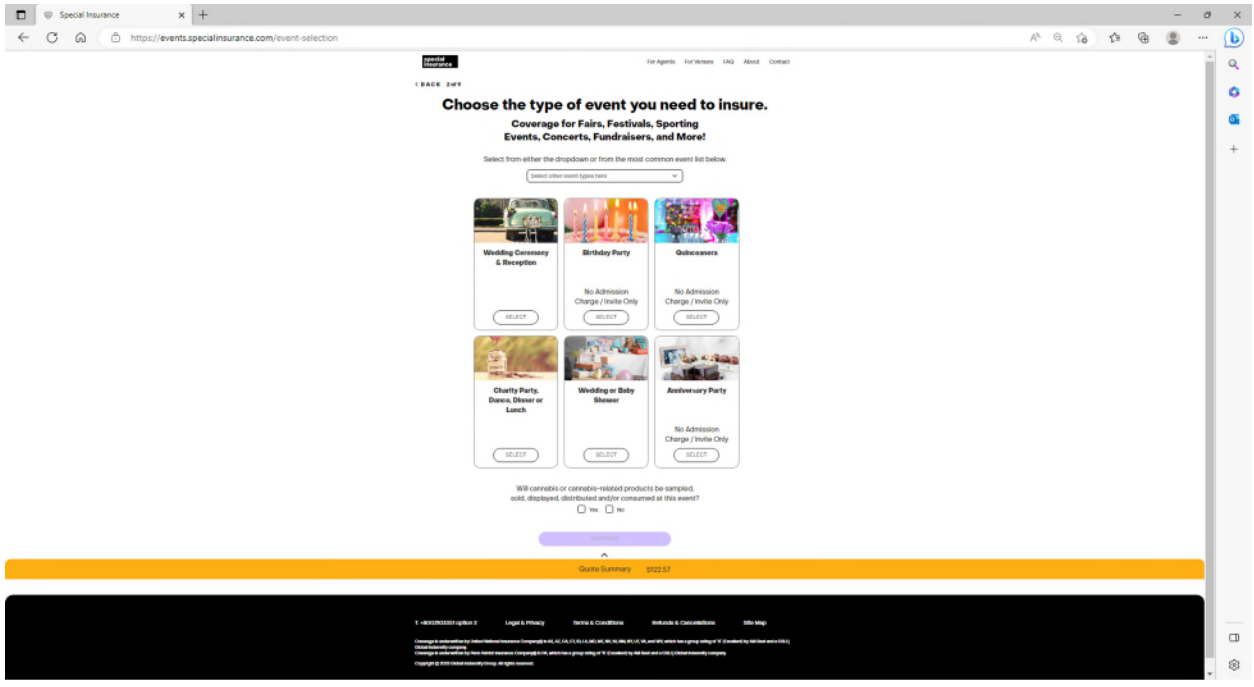
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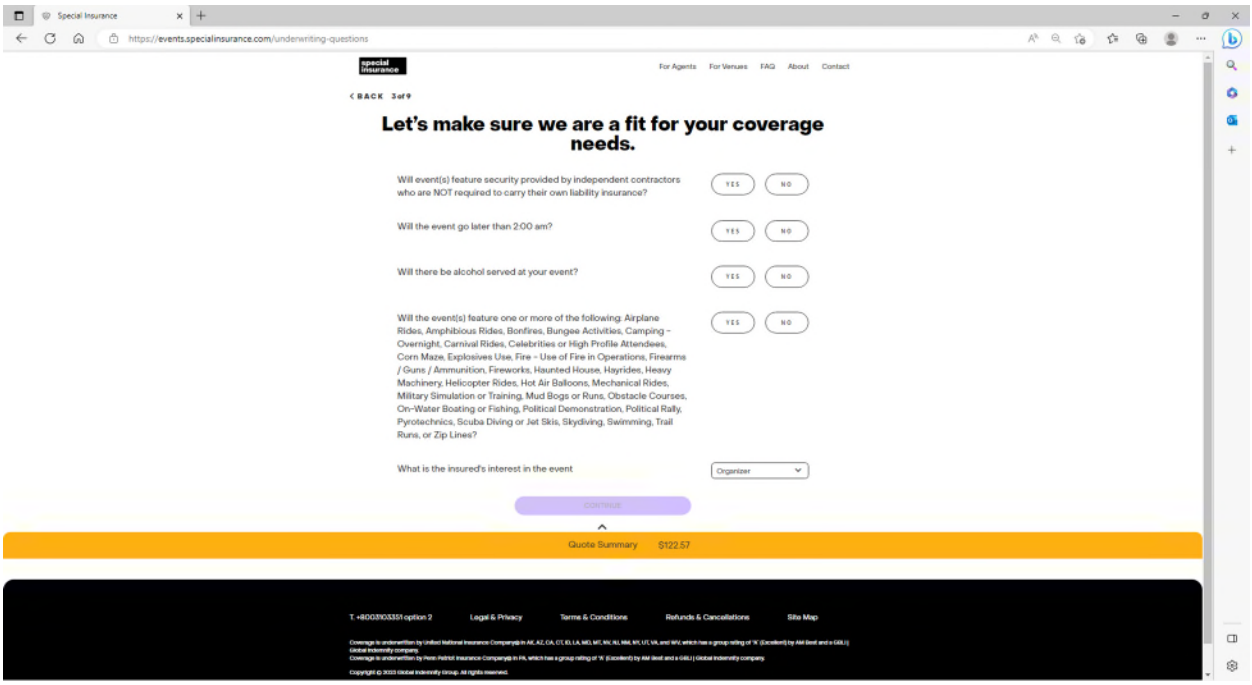
Choose the type of event you need to insure.
Coverage for Fairs, Festivals, Sporting Events, Concerts, Fundraisers, and More!
Select from either the dropdown or from the most common event list below.
Wedding Ceremony & Reception
Birthday Party
Quinceanera
Charity Party, Dance, Dinner or Lunch
Wedding or Baby Shower
Anniversary Party
No Admission Charge / Invite Only
SELECT
Will cannabis or cannabis-related products be sampled, sold, displayed, distributed and/or consumed at this event?
Yes
No
Quote Summary $122.57


Special Insurance
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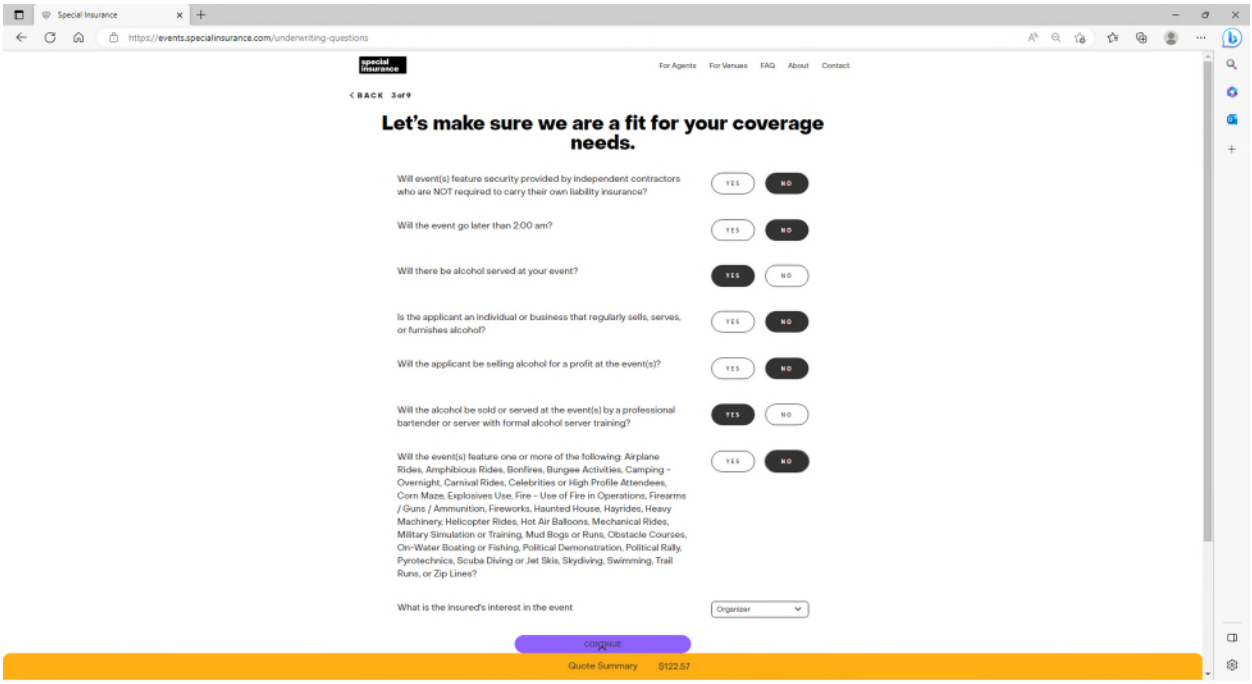
For Venues
FAQ
About
Contact
< BACK 3 of 9
Let's make sure we are a fit for your coverage needs.
Will event(s) feature security provided by independent contractors who are NOT required to carry their own liability insurance?
YES
NO
Will the event go later than 2:00 am?
YES
NO
Will there be alcohol served at your event?
YES
NO
Will the event(s) feature one or more of the following: Airplane Rides, Amphibious Rides, Bonfires, Bungee Activities, Camping – Overnight, Carnival Rides, Celebrities or High Profile Attendees, Corn Maze, Explosives Use, Fire – Use of Fire in Operations, Firearms / Guns / Ammunition, Fireworks, Haunted House, Hayrides, Heavy Machinery, Helicopter Rides, Hot Air Balloons, Mechanical Rides, Military Simulation or Training, Mud Bogs or Runs, Obstacle Courses, On-Water Boating or Fishing, Political Demonstration, Political Rally, Pyrotechnics, Scuba Diving or Jet Skis, Skydiving, Swimming, Trail Runs, or Zip Lines?
YES
NO
What is the insured's interest in the event
Organizer
CONTINUE
Quote Summary
$122.57
Legal & Privacy
Terms & Conditions
Refunds & Cancellations
Site Map


Special Insurance
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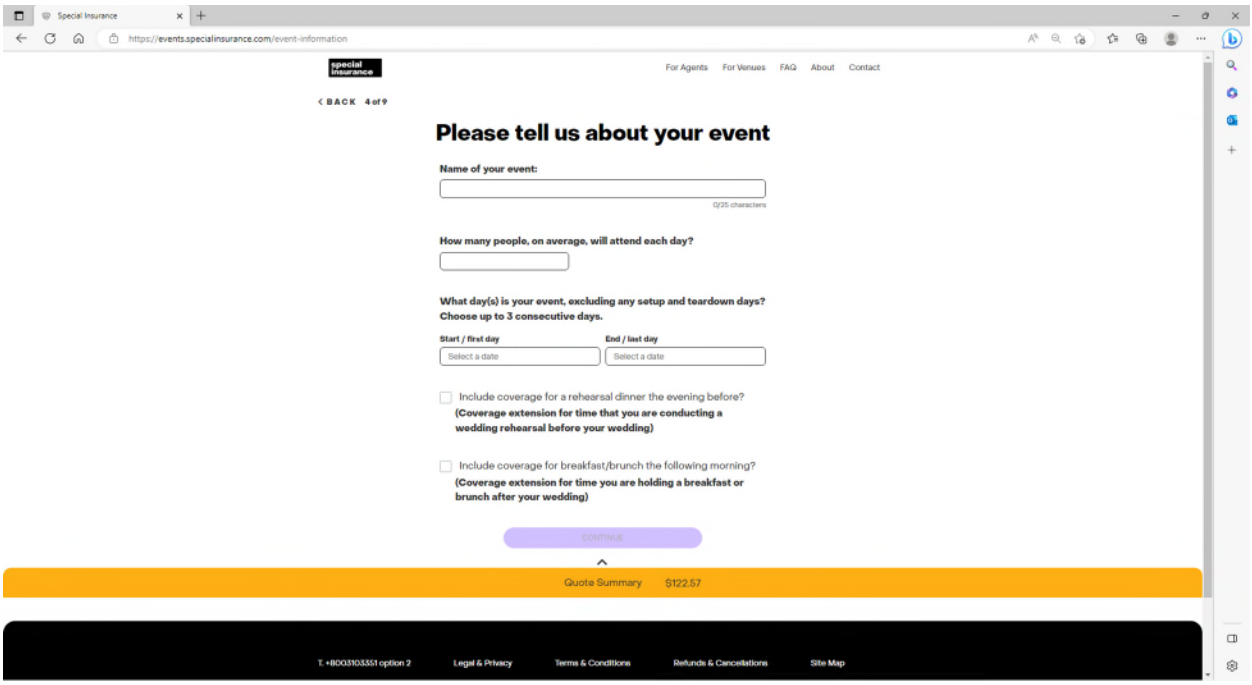
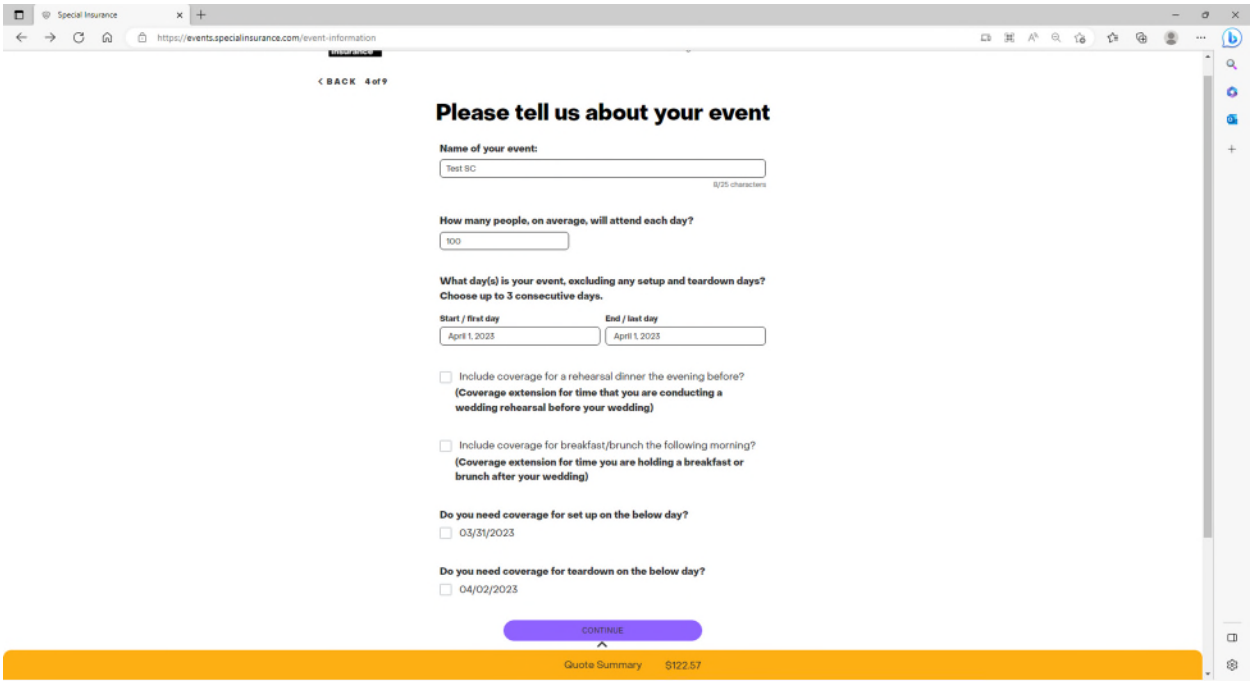
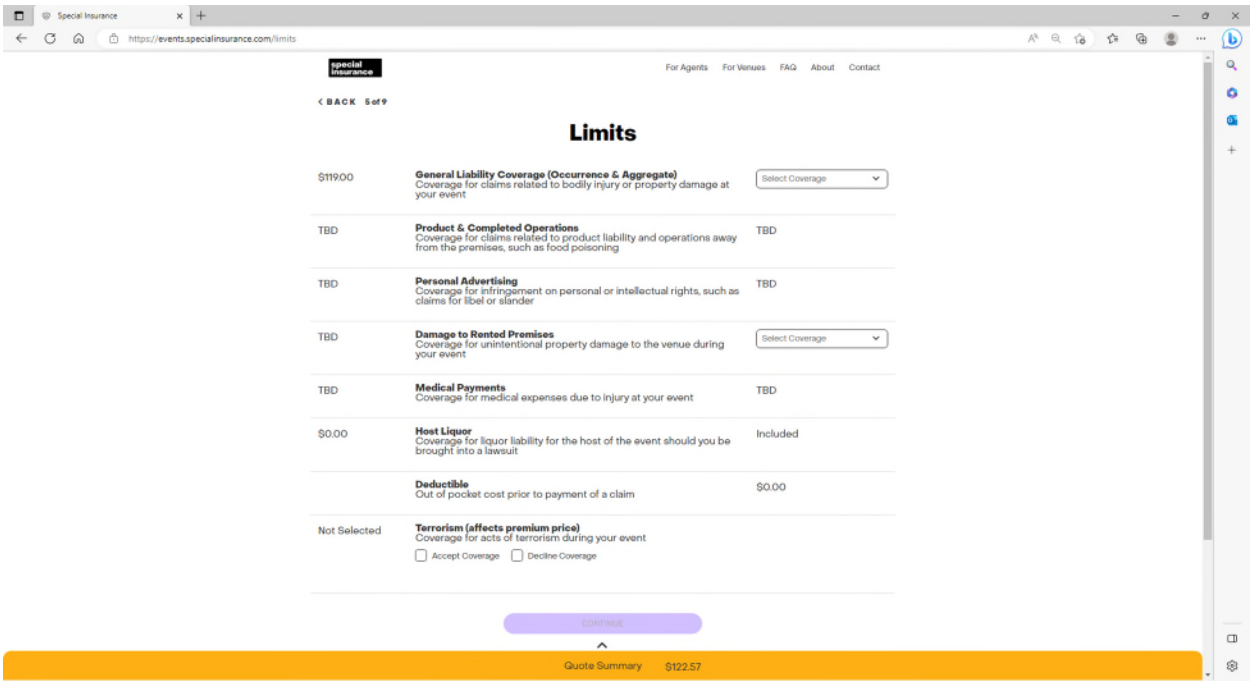
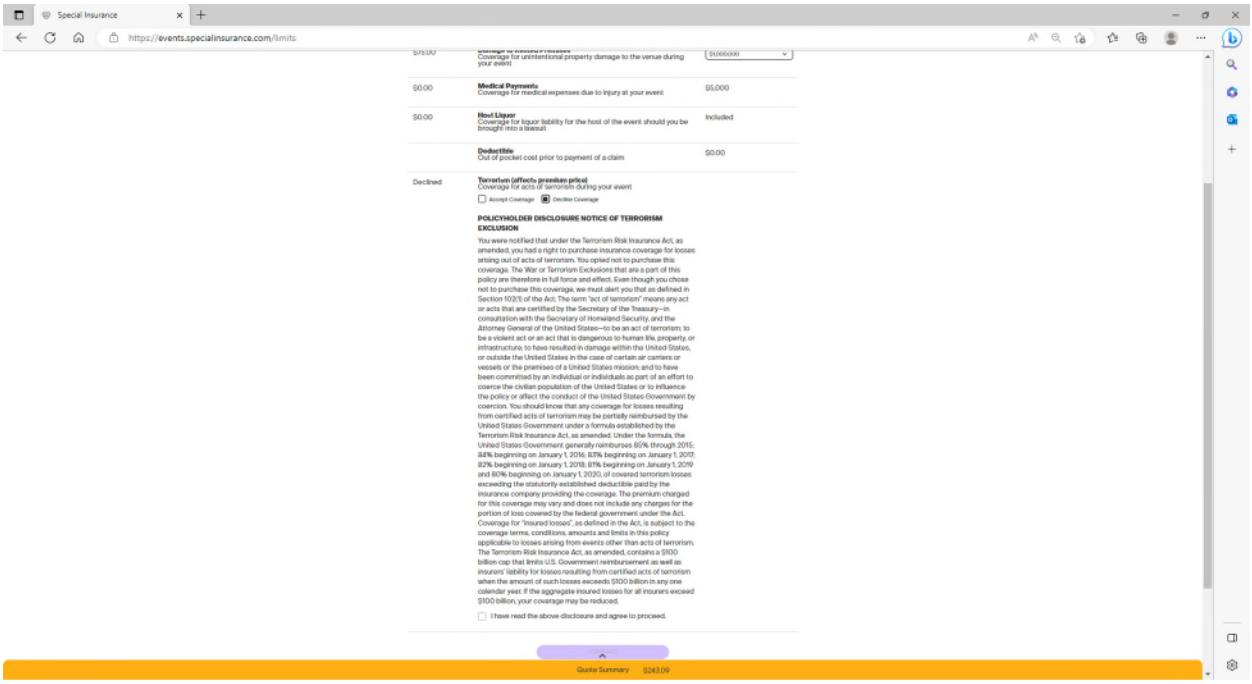
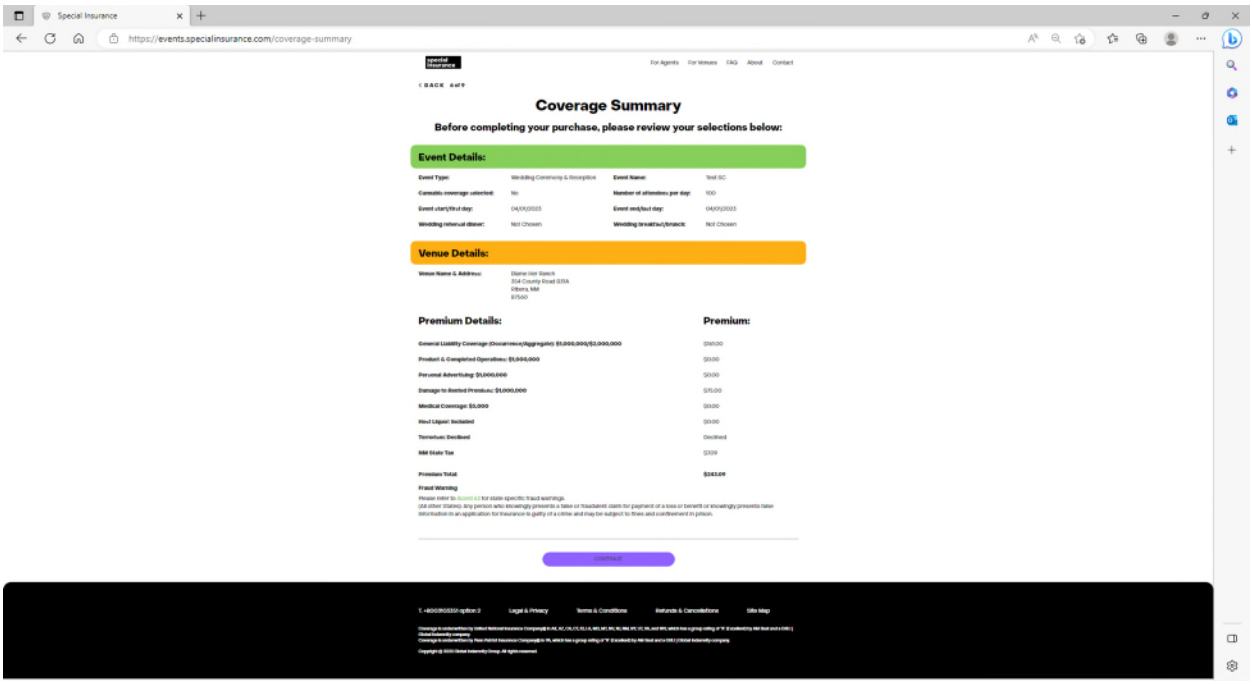
For Venues
FAQ
About
Contact
< BACK 3 of 9
Let's make sure we are a fit for your coverage needs.
Will event(s) feature security provided by independent contractors who are NOT required to carry their own liability insurance?
YES
NO
Will the event go later than 2:00 am?
YES
NO
Will there be alcohol served at your event?
YES
NO
Is the applicant an individual or business that regularly sells, serves, or furnishes alcohol?
YES
NO
Will the applicant be selling alcohol for a profit at the event(s)?
YES
NO
Will the alcohol be sold or served at the event(s) by a professional bartender or server with formal alcohol server training?
YES
NO
Will the event(s) feature one or more of the following: Airplane Rides, Amphibious Rides, Bonfires, Bungee Activities, Camping – Overnight, Carnival Rides, Celebrities or High Profile Attendees, Corn Maze, Explosives Use, Fire – Use of Fire in Operations, Firearms / Guns / Ammunition, Fireworks, Haunted House, Hayrides, Heavy Machinery, Helicopter Rides, Hot Air Balloons, Mechanical Rides, Military Simulation or Training, Mud Bogs or Runs, Obstacle Courses, On-Water Boating or Fishing, Political Demonstration, Political Rally, Pyrotechnics, Scuba Diving or Jet Skis, Skydiving, Swimming, Trail Runs, or Zip Lines?
YES
NO
What is the insured's interest in the event
Organizer
CONTINUE
Quote Summary
$122.57

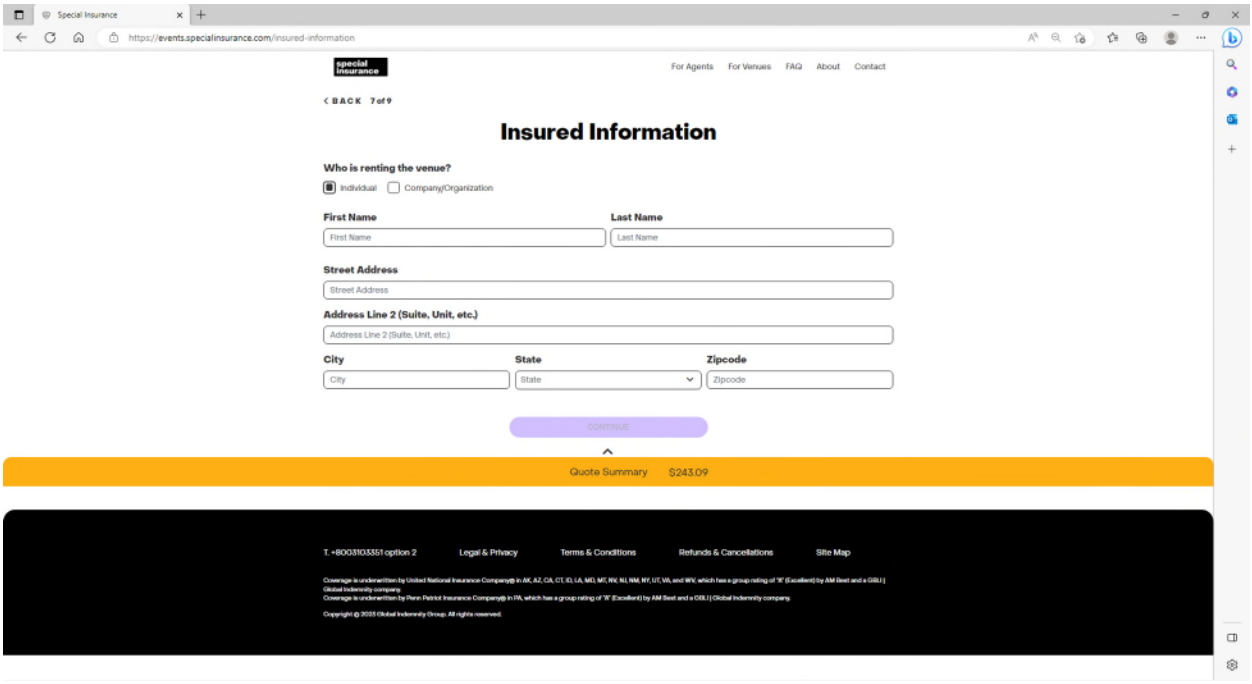

Special Insurance
https://events.specialinsurance.com/event-information
special insurance
For Agents
For Venues
FAQ
About
Contact
< BACK 4 of 9
Please tell us about your event
Name of your event:
0/25 characters
How many people, on average, will attend each day?
What day(s) is your event, excluding any setup and teardown days? Choose up to 3 consecutive days.
Start / first day
End / last day
Select a date
Select a date
Include coverage for a rehearsal dinner the evening before?
(Coverage extension for time that you are conducting a wedding rehearsal before your wedding)
Include coverage for breakfast/brunch the following morning?
(Coverage extension for time you are holding a breakfast or brunch after your wedding)
CONTINUE
Quote Summary $122.57
T. +8003103351 option 2
Legal & Privacy
Terms & Conditions
Refunds & Cancellations
Site Map

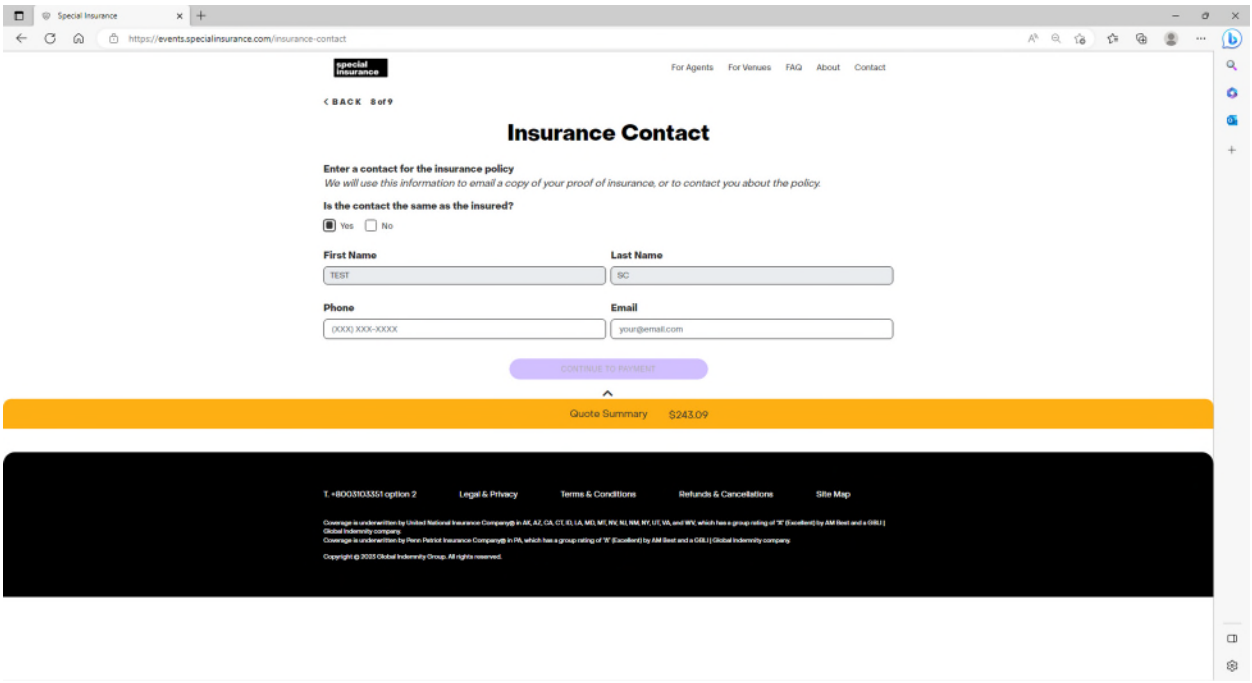

Special Insurance
https://events.specialinsurance.com/event-information
< BACK 4 of 9
Please tell us about your event
Name of your event:
Test SC
8/25 characters
How many people, on average, will attend each day?
100
What day(s) is your event, excluding any setup and teardown days? Choose up to 3 consecutive days.
Start / first day
End / last day
April 1, 2023
April 1, 2023
Include coverage for a rehearsal dinner the evening before?
(Coverage extension for time that you are conducting a wedding rehearsal before your wedding)
Include coverage for breakfast/brunch the following morning?
(Coverage extension for time you are holding a breakfast or brunch after your wedding)
Do you need coverage for set up on the below day?
03/31/2023
Do you need coverage for teardown on the below day?
04/02/2023
CONTINUE
Quote Summary $122.57

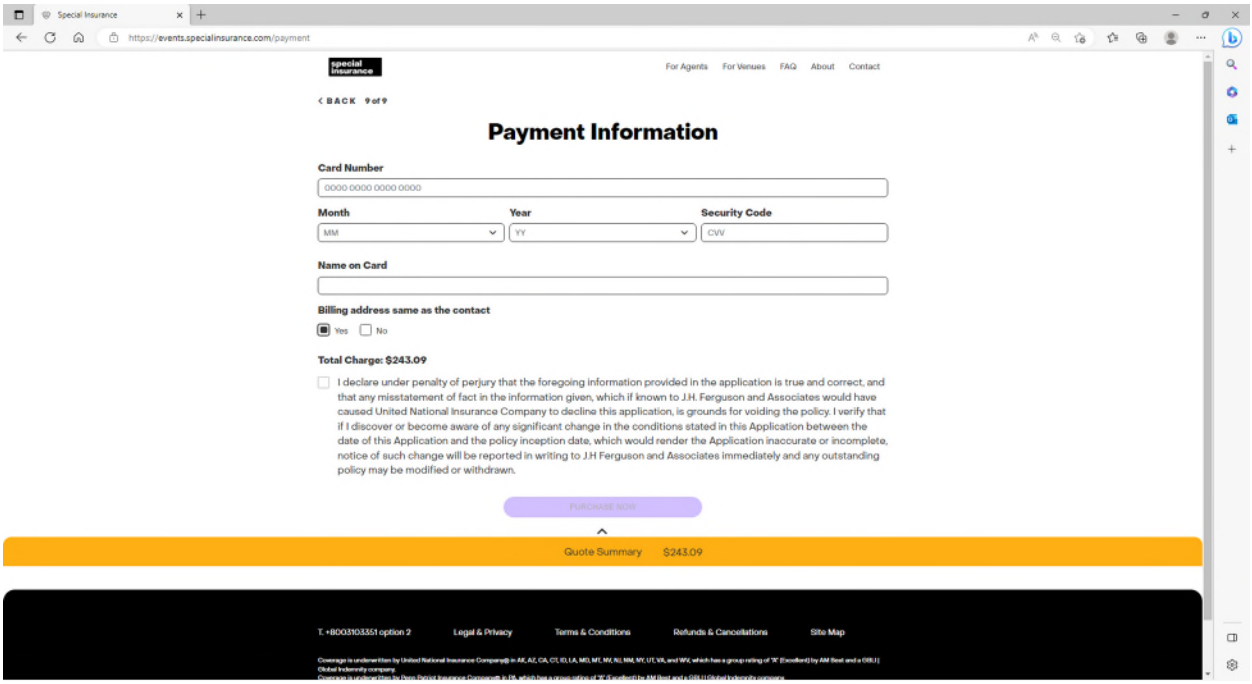

Special Insurance
https://events.specialinsurance.com/limits
special insurance
For Agents For Venues FAQ About Contact
< BACK 5 of 9
Limits
$119.00 General Liability Coverage (Occurrence & Aggregate) Coverage for claims related to bodily injury or property damage at your event Select Coverage
TBD Product & Completed Operations Coverage for claims related to product liability and operations away from the premises, such as food poisoning TBD
TBD Personal Advertising Coverage for infringement on personal or intellectual rights, such as claims for libel or slander TBD
TBD Damage to Rented Premises Coverage for unintentional property damage to the venue during your event Select Coverage
TBD Medical Payments Coverage for medical expenses due to injury at your event TBD
$0.00 Host Liquor Coverage for liquor liability for the host of the event should you be brought into a lawsuit Included
Deductible Out of pocket cost prior to payment of a claim $0.00
Not Selected Terrorism (affects premium price) Coverage for acts of terrorism during your event
Accept Coverage Decline Coverage
CONTINUE
Quote Summary $122.57


Special Insurance
https://events.specialinsurance.com/limits
Coverage for unintentional property damage to the venue during your event
$0.00 Medical Payments Coverage for medical expenses due to injury at your event $5,000
$0.00 Host Liquor Coverage for liquor liability for the host of the event should you be brought into a lawsuit Included
Deductible Out of pocket cost prior to payment of a claim $0.00
Declined Terrorism (affects premium price) Coverage for acts of terrorism during your event
Accept Coverage Decline Coverage
POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM EXCLUSION
You were notified that under the Terrorism Risk Insurance Act, as amended, you had a right to purchase insurance coverage for losses arising out of acts of terrorism. You opted not to purchase this coverage. The War or Terrorism Exclusions that are a part of this policy are therefore in full force and effect. Even though you chose not to purchase this coverage, we must alert you that as defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, 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. You should know that any coverage for 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. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage may vary and does not include any charges for the portion of loss covered by the federal government under the Act. Coverage for "insured losses", as defined in the Act, is subject to the coverage terms, conditions, amounts and limits in this policy applicable to losses arising from events other than acts of terrorism. 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.
I have read the above disclosure and agree to proceed.
Quote Summary $243.09


Special Insurance
https://events.specialinsurance.com/coverage-summary
For Agents For Venues FAQ About Contact
BACK 6 of 9
Coverage Summary
Before completing your purchase, please review your selections below:
Event Details:
Venue Details:
Premium Details:
Premium:
CONTINUE
T. +8003103351 option 2
Legal & Privacy
Terms & Conditions
Refunds & Cancellations
Site Map


Special Insurance
https://events.specialinsurance.com/insured-information
For Agents For Venues FAQ About Contact
BACK 7 of 9
Insured Information
Who is renting the venue?
Individual
Company/Organization
First Name
Last Name
Street Address
Address Line 2 (Suite, Unit, etc.)
City
State
Zipcode
CONTINUE
Quote Summary $243.09
T. +8003103351 option 2
Legal & Privacy
Terms & Conditions
Refunds & Cancellations
Site Map


Special Insurance
https://events.specialinsurance.com/insurance-contact
special insurance
For Agents For Venues FAQ About Contact
< BACK 8 of 9
Insurance Contact
Enter a contact for the insurance policy
We will use this information to email a copy of your proof of insurance, or to contact you about the policy.
Is the contact the same as the insured?
Yes No
First Name
TEST
Last Name
SC
Phone
(XXX) XXX-XXXX
Email
your@email.com
CONTINUE TO PAYMENT
Quote Summary $243.09
T. +8003103351 option 2 Legal & Privacy Terms & Conditions Refunds & Cancellations Site Map


Special Insurance
https://events.specialinsurance.com/payment
special insurance
For Agents For Venues FAQ About Contact
< BACK 9 of 9
Payment Information
Card Number
0000 0000 0000 0000
Month
MM
Year
YY
Security Code
CVV
Name on Card
Billing address same as the contact
Yes No
Total Charge: $243.09
I declare under penalty of perjury that the foregoing information provided in the application is true and correct, and that any misstatement of fact in the information given, which if known to J.H. Ferguson and Associates would have caused United National Insurance Company to decline this application, is grounds for voiding the policy. I verify that if I discover or become aware of any significant change in the conditions stated in this Application between the date of this Application and the policy inception date, which would render the Application inaccurate or incomplete, notice of such change will be reported in writing to J.H Ferguson and Associates immediately and any outstanding policy may be modified or withdrawn.
PURCHASE NOW
Quote Summary $243.09
T. +8003103351 option 2 Legal & Privacy Terms & Conditions Refunds & Cancellations Site Map

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL EXCLUSION – PROFESSIONAL SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to Paragraph **2. Exclusions** of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE** and **COVERAGE B – PERSONAL AND ADVERTISING INJURY:**

This insurance does not apply to:

Professional Services

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or failure to render any professional service by you or on your behalf, including but not limited to:

1. Legal, accounting or advertising services;

2. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings or specifications;

3. Inspection, supervision, quality control, architectural or engineering activities on a project on which you serve or at any time served as construction manager or in any other supervisory capacity;

4. Engineering services, including related supervisory or inspection services;

5. Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;

6. Any health or therapeutic service treatment, advice or instruction;

7. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;

8. Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;

9. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

10. Body piercing and related services;

11. All services in and related to the practice of pharmacy;

12. All services related to law enforcement or firefighting; or

13. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

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 an insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

COMMERCIAL GENERAL LIABILITY
COVERAGE PART DECLARATIONS

POLICY NUMBER:
☐Supplemental Declarations is Attached

NAMED INSURED:

POLICY PERIOD: **From** **To**
at 12:01 A.M. Standard Time at your mailing address show below.

LIMITS OF INSURANCE		
General Aggregate Limit (Other Than Products/Completed Operations)	$_____	
Products/Completed Operations Aggregate Limit	$_____	
Each Occurrence Limit	$_____	
Personal and Advertising Injury Limit	$_____	Any One Person or Organization
Damage to Premises Rented to You Limit	$_____	Any One Premises
Medical Expense Limit	$_____	Any One Person

RETROACTIVE DATE (CG 00 02 Only)

Coverage A of this insurance does not apply to "bodily injury" or "property damage" which occurs before the Retroactive Date, if any, shown here:

_____
(Enter Date or "None" if no Retroactive Date applies)

BUSINESS INFORMATION

Location(s) (Including Zip Code) of All Premises you Own, Rent or Occupy (Enter 'same" if same location as your mailing address):

Your Interest in Such Premises: ☐ Owner ☐ Lessee ☐ Tenant ☐ Other:

PREMIUM

Loc #	Classification	Class Code	*	Rate			Advance Premium	
				Premium Basis	Pr/CO	All Other	Pr/CO	All Other
							$	$
						Total Advance Premium		$

*** PREMIUM BASIS SYMBOLS** **+ = PRODUCTS/COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT**

a = Area (per 1,000 sq. ft. of area)
c = Total Cost (per $1,000 of Total Cost)
m = Admissions (per 1,000 Admissions)
o = Total Operating Expenditures (per $1,000 Total Operating Expenditures)
p = Payroll (per $1,000 of Payroll)
s = Gross Sales (per $1,000 of Gross Sales)
t = See Classification
u = Units (per Unit)

FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in this policy)

Forms and endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Refer to Schedule of Forms and Endorsements

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.

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SUPPLEMENTAL DECLARATIONS No. _____

POLICY NUMBER:

NAMED INSURED:

BUSINESS INFORMATION
Location(s) (Including Zip Code) of All Premises you Own, Rent or Occupy (Enter 'same" if same location as your mailing address):

PREMIUM

Loc #	Classification	Class Code	*	Rate			Advance Premium	
				Premium Basis	Pr/CO	All Other	Pr/CO	All Other
							$	$
						Total Advance Premium		$

*** PREMIUM BASIS SYMBOLS**

a = Area (per 1,000 sq. ft. of area)
c = Total Cost (per $1,000 of Total Cost)
m = Admissions (per 1,000 Admissions)
o = Total Operating Expenditures (per $1,000 Total Operating Expenditures)
p = Payroll (per $1,000 of Payroll)
s = Gross Sales (per $1,000 of Gross Sales)
t = See Classification
u = Units (per Unit)

+ = PRODUCTS/COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT

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.

POLICY NUMBER:

NAMED INSURED:

SCHEDULE OF FORMS AND ENDORSEMENTS

Form Number	Edition Date	Description

Form(s) and Endorsement(s) made a part of this policy at time of issue.

DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the federal Terrorism Risk Insurance Act, as amended ("the Act"), you have a right to purchase insurance coverage for losses arising out of 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 accordance with the provisions of the federal Terrorism Risk Insurance Act 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 an air carrier or vessel 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.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE 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 IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

COVERAGE FOR "INSURED LOSSES" AS DEFINED IN THE ACT IS SUBJECT TO THE COVERAGE TERMS, CONDITIONS, AMOUNTS AND LIMITS IN THIS POLICY APPLICABLE TO LOSSES ARISING FROM EVENTS OTHER THAN ACTS OF TERRORISM.

YOU SHOULD KNOW THAT UNDER FEDERAL LAW, YOU ARE <u>NOT</u> REQUIRED TO PURCHASE COVERAGE FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM.

The Act provides that a separate premium is to be charged for insurance for an "act of terrorism" covered by the Act.

Should you choose to purchase coverage for an "act of terrorism", as defined in the Act, you must pay a premium of $_____.

Note: If you do not pay the premium as noted above, you will not have Terrorism Coverage under this policy, as defined in the Act.

Name of Insurance Company: _____

Name of Applicant: _____

Policy Number (if applicable): _____

Policy Period (if applicable): _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENSION OF DECLARATIONS

Regardless of the dates shown on the Declarations, this insurance applies only for the locations(s), event(s) and date(s) specified in this Extension of Declarations.

POLICY NUMBER:

SCHEDULE OF EVENTS

Event	**Start Date**	**End Date**
Event Type:		
Location:		
Event Type:		
Location:		
Event Type:		
Location:		

Subject to the terms and conditions of this policy, coverage is provided for a maximum of twenty-four (24) hours after the scheduled end date of an event shown above.

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

Reset Form

Certificate of Compliance and Readability

I, Melanie Herring (name), an officer of Diamond State Insurance Co. (company name), hereby certify that I have authority to bind and obligate the company by filing this(these) form(s). I further certify that, to the best of my information, knowledge and belief:

1. The accompanying form(s) as identified by the attached listing comply(complies) with all applicable provisions of the Wisconsin Statutes and with all applicable administrative rules of the Commissioner of Insurance;
2. The form(s) does(do) not contain any inconsistent, ambiguous, or misleading clauses;
3. The form(s) does(do) not contain specifications or conditions that unreasonably or deceptively limit the risk purported to be assumed in the general coverage of the policy form(s);
4. The only variations from a form currently on file with the Commissioner of Insurance and the only unconventional policy provisions are clearly marked or otherwise indicated on pages N/A of the attached form(s) or in an attachment; and
5. The attached form(s) is(are) in final printed format or typed facsimile and is(are) as will be offered for issuance or delivery in Wisconsin after approval by the Commissioner of Insurance, except for hypothetical data and other appropriate variable material.
6. If this form is a consumer insurance policy, the text of the form(s) meet(s) the minimum reading ease score or, if authorized by the Commissioner, the score is lower than the minimum required by s. Ins 6.07 (4) (a) 1., Wis. Adm. Code. Product used to determine the Flesch score: MS Word.

I understand that the Commissioner of Insurance will rely on this certification regarding the form(s) filed, and should it be determined that the policy form(s) does(do) not comply with the applicable laws, regulations, filing requirements and product standards or that this certification is materially false or incorrect, appropriate corrective and disciplinary action, including retroactive disapproval, as authorized by law, may be taken by the Commissioner against the company and the officer completing this certification.

Melanie Herring

(Signature)

Vice President, Product Mgmt & Development

(Title)

04/20/2023

(Date)

Individual responsible for this filing:

Name: Sandy Best Title: Regulatory Analyst

Address: Three Bala Plaza, East, Suite 300, Bala Cynwyd, PA 19004

Phone Number: 480-337-1610 Date: 04/20/2023

COMMERCIAL INSURANCE POLICY

DIAMOND STATE INSURANCE COMPANY ®

A Stock Company / Non-Participating Company

Indianapolis, Indiana

ADMINISTRATIVE OFFICES

THREE BALA PLAZA EAST, BALA CYNWYD, PA 19004

610-664-1500

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law this policy shall not be valid unless countersigned by our authorized representative.

President **Secretary**

GBLI9900 10 22

$0.00	**Host Liquor** Coverage for liquor liability for the host of the event should you be brought into a lawsuit	Included
	Deductible Out of pocket cost prior to payment of a claim	$0.00
$8.00	**Terrorism (affects premium price)** Coverage for acts of terrorism during your event ☑ Accept Coverage ☐ Decline Coverage	

POLICYHOLDER DISCLOSURE NOTICE OF ACTS OF TERRORISM COVERAGE

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, 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. You should know that where coverage is provided by this policy for any losses resulting from certified acts of terrorism, such losses 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% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. You should also know that 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 does not include any charges for the portion of losses covered by the United States government under the Act.

☐ I have read the above disclosure and agree to proceed.

CONTINUE

Quote Summary $194.07

$0.00	**Host Liquor** Coverage for liquor liability for the host of the event should you be brought into a lawsuit	Included
	Deductible Out of pocket cost prior to payment of a claim	$0.00
Declined	**Terrorism (affects premium price)** Coverage for acts of terrorism during your event ☐ Accept Coverage ☐ Decline Coverage	

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM EXCLUSION

You were notified that under the Terrorism Risk Insurance Act, as amended, you had a right to purchase insurance coverage for losses arising out of acts of terrorism. You opted not to purchase this coverage. The War or Terrorism Exclusions that are a part of this policy are therefore in full force and effect. Even though you chose not to purchase this coverage, we must alert you that as defined in Section 102(1) of the Act: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, 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. You should know that any coverage for 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. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage may vary and does not include any charges for the portion of loss covered by the federal government under the Act. Coverage for "insured losses", as defined in the Act, is subject to the coverage terms, conditions, amounts and limits in this policy applicable to losses arising from events other than acts of terrorism. 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.

☐ I have read the above disclosure and agree to proceed.

CONTINUE

FILING MEMORANDUM
DIAMOND STATE INSURANCE COMPANY
SPECIAL EVENTS PROGRAM

Diamond State Insurance Company is filing the attached forms for use in our new Special Event Liability program offering effective 06/01/2023.

Our program contemplates a variety of Special Event risks including fundraising events, social events/parties, conventions/trade shows, or weddings.

This new program will use a combination of proprietary forms, and ISO forms including the ISO Commercial General Liability (CG 00 01) coverage form.

Please be advised that the forms are system-generated and may be formatted differently due to system constraints or website design updates. The content, however, will remain the same.

Forms:

The following forms have been introduced:

Form	Edition	Name
DEC9901	10 22	Common Policy Declarations
EAA-146	(12/2009)	Terrorism Exclusion
EAA-156	(04/2015)	Coverage for "Acts of Terrorism" as Defined in the Terrorism Risk Insurance Act
EPA-1333	(05/2022)	Exclusion - Firearm and Other Weapon
EPA-1723	(02/2022)	Exclusion - Injury to Employees, Contracted Persons or Workers of Insureds or Contracted Organizations
EPA-1772	(01/2017)	Exclusion - Swimming Pool
EPA-1785	(05/2017)	Punitive and Exemplary Damages Exclusion
EPA-1872	(04/2018)	Exclusion - Fraudulent, Dishonest, and Criminal Acts
EPA-1985	(12/2020)	Exclusion - Human Trafficking or Exploitation
EPA-1999	(09/2021)	Fully Earned Premium Endorsement
EPA-2000	09 21	Extension of Coverage - Committee Members
EPA-2001	09 21	Exclusion - Structure Collapse
EPA-2002	09 21	Rain Date Coverage
EPA-2003	09 21	Primary and Noncontributory - Automatic Status When Required in Written Contract or Agreement
EPA-2004	09 21	Exclusion - Total Liquor Liability
EPA-2009	09 21	Assault or Battery Exclusion
EPA-2014	(09/2021)	Scheduled Events - Additional Limitations and Exclusions
EPA-2016	03/2022	Exclusion - Cyber and Data Liability
GBLI9900	10 22	Commercial Insurance Policy Jacket
GCG2004	09 22	Total Exclusion - Professional Services
GCG9901	10 22	Commercial General Liability Coverage Part Declarations
GCG9902	10 22	Commercial General Liability Coverage Part Supplemental Declarations
GIL7501	12 22	Schedule of Forms and Endorsements
NAA-124	(01/2021)	Disclosure Notice of Terrorism Insurance Coverage provided electronically. Please refer to support tab for screenshots.
SAA-109	11 21	Extension of Declarations - Schedule of Events
GCG3000	02 23	Special Events Application
ACORD 63	(2016/10)	Fraud Statements

FILING MEMORANDUM
DIAMOND STATE INSURANCE COMPANY
SPECIAL EVENTS PROGRAM

We are adopting the following ISO forms:

Form	Edition	Name	SERFF #
CG 00 01	04 13	Commercial General Liability Coverage Form	GL-2012-OFR12
CG 20 11	12 19	Additional Insured - Manager or Lessors of Premises	GL-2018-OFR18
CG 20 12	12 19	Additional Insured - State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations	GL-2018-OFR18
CG 20 15	12 19	Additional Insured – Vendors	GL-2018-OFR18
CG 20 26	12 19	Additional Insured - Designated Person or Organization	GL-2018-OFR18
CG 20 29	12 19	Additional Insured - Grantor of Franchise	GL-2018-OFR18
CG 20 34	12 19	Additional Insured - Lessor of Leased Equipment - Automatic Status when Required in Lease Agreement with You	GL-2018-OFR18
CG 20 35	12 19	Additional Insured Grantor of Licenses (Automatic)	GL-2018-OFR18
CG 20 36	12 19	Additional Insured - Grantor of Licenses (Scheduled)	GL-2018-OFR18
CG 21 07	05 14	Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - Limited Bodily Injury Exception Not Included	CL-2013-ODBFR
CG 21 32	05 09	Communicable Disease Exclusion	GL-2008-OFR08
CG 21 36	03 05	Exclusion - New Entities	GL-2004-OSIEF
CG 21 38	11 85	Exclusion - Personal and Advertising Injury	GL-86-91(circular)
CG 21 44	04 17	Limitation of Coverage to Designated Premises, Project or Operation	CL-2016-ODPFR
CG 21 47	12 07	Employment- Related Practices Exclusion	GL-2006-OCTFR
CG 21 55	09 99	Total Pollution Exclusion with a Hostile Fire Exception	GL-99-O99FO
CG 21 67	12 04	Fungi or Bacteria Exclusion	GL-2003-OFR03
CG 21 70	01 15	Cap on Losses from Certified Acts of Terrorism	CL-2015-OTRFO
CG 21 96	03 05	Silica or Silica-Related Dust Exclusion	GL-2004-OSIEF
CG 22 44	04 13	Exclusion - Services Furnished by Health Care Providers	GL-2012-OFR12
CG 24 04	12 19	Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation)	GL-2018-OFR18
CG 24 26	04 13	Amendment of Insured Contract Definition	GL-2012-OFR12
CG 40 10	12 19	Exclusion - Cross Suits Liability	GL-2018-OFR18
CG 40 14	12 20	Cannabis Exclusion	GL-2020-OMJFR
CG 40 28	09 22	Broad Abuse or Molestation Exclusion	GL-2021-OAMFR
IL 00 17	11 98	Common Policy Conditions	CL-98-O98IS
IL 00 21	09 08	Nuclear Energy Liability Exclusion Endorsement	CL-2007-OPR07
IL 09 85	12 20	Disclosure Pursuant to Terrorism Risk Insurance Act	CL-2020-OTENF
IL P 001	01 04	U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders	LI-AL-2004-002 (circular)
CG 01 24	01 93	Wisconsin Changes – Amendment Of Policy Conditions	CL-92-51 (circular)
IL 02 83	11 18	Wisconsin Changes – Cancellation And Nonrenewal	CL-2018-OCAN1