

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**SOCIAL SERVICES PREMIER GENERAL LIABILITY ENHANCEMENT
ENDORSEMENT**

It is agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposures are provided under this policy. If such specific coverage applies, the terms, conditions, and limits of that coverage are the sole and exclusive coverage applicable under this policy.

Throughout this endorsement the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us", and "our" refer to the Company providing this insurance.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is a summary of the Limits of Insurance and Additional Coverage provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

- A) Medical Payments – Limit increased to \$25,000
- B) Supplementary Payments – Bail bonds increased to \$3,000 / Loss of Earnings increased to \$1,000 each day
- C) Damage to Premises Rented to You – Fire, Lightning, Explosion, Smoke and Leaks from Fire Protective Sprinklers limit increased to \$1,000,000
- D) Broadened definition of Who is an Insured
- E) Knowledge or Notice of Occurrence
- F) Broadened definition of Advertising Injury includes televised, videotaped, or internet-based publication
- G) Amended definition of Bodily Injury to include mental anguish
- H) Amended Unintentional Failure to Disclose Hazards
- I) Amended Liberalization Clause
- J) Property Damage – Removal of exclusion for "Property Damage" resulting from the use of reasonable force to protect persons or property
- K) Premises Sold or Abandoned by You
- L) Added Blanket Additional Insured - Managers or lessors of premises
- M) Additional Insured – By Contract, Agreement or Permit
- N) General Aggregate Limit Per Location
- O) Blanket Special Events and Fund Raising Events Coverage
- P) Non-Owned Watercraft Coverage – Length is increased to 65 feet
- Q) Waiver of Subrogation
- R) Waiver of Immunity
- S) Violation of Rights of Residents Coverage (Patient's Rights)
- T) Liquor Liability Exception to Exclusion
- U) Employee Criminal Defense Coverage – \$25,000 aggregate limit

A) MEDICAL PAYMENTS

If **COVERAGE C – MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

- 1) If the Medical Expense Limit shown on the Declarations is less than \$25,000, then the Medical Expense Limit is increased, subject to all the terms of **SECTION III – LIMITS OF INSURANCE**, to \$25,000. The most we will pay under Coverage C – Medical Payments is \$25,000 any one person.

- 2) The requirement in the **COVERAGE C – MEDICAL PAYMENTS**, paragraph **1. Insuring Agreement** that expenses must be incurred and reported to us within “one year” of the accident date is changed to “three years”.

B) SUPPLEMENTARY PAYMENTS

Under **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**, provisions **b.** and **d.**:

- 1) The limit for the cost of bail bonds is changed from \$250 to \$3,000.
- 2) The limit for loss of earnings is changed from \$250 per day to \$1,000 per day.

C) DAMAGE TO PREMISES RENTED TO YOU

If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word “fire” is changed to “fire, lightning, explosion, smoke, or leakage from fire protective sprinklers” where it appears in:

- 1) The last paragraph of **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, subsection 2. Exclusions;
- 2) **SECTION III – LIMITS OF INSURANCE**, paragraph **6.**;
- 3) **SECTION V – DEFINITIONS**, paragraph **9.a.**; and
- 4) **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, subsection **4. Other Insurance**, paragraph **b. Excess Insurance**.

The Damage to Premises Rented to You Limit section of the Declarations is amended to \$1,000,000. This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke or leakage from fire protective sprinklers or any combination thereof.

D) WHO IS AN INSURED

Paragraph **2.** of **Section II – Who Is An Insured** is deleted and replaced by the following:

2. Each of the following is also an insured:
 - a. The following person(s), but only while working within the scope of their duties for the insured:
 - (i) “Employee(s)”;
 - (ii) “Volunteer Worker(s)”;
 - (iii) “Contract worker(s)”. For purposes of this provision, “contract worker(s)” means any natural person, who is not an “employee” or “volunteer worker” nor under contract to you, but is performing duties on your behalf and at your direction whether on a part time or temporary basis.

However, no “employees”, “volunteer workers”, or “contract workers” are insureds for:

- (1) “Bodily injury” or “personal and advertising injury”:

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-“employee” while in the course of his or her employment or performing duties related to the conduct of your business, or to your other “volunteer workers” while performing duties related to the conduct of your business or to co-“contract workers” while performing duties related to the conduct of your business.
 - (b) To the spouse, child, parent, brother or sister of that co-“employee”, “volunteer worker” or co-“contract worker” as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
- (2) “Property damage” to property:
- (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your “employees”, “volunteer workers”, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Your Medical directors and administrators are also insureds.
- c. If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers or supervisors.
- d. Any organization and subsidiary thereof which you control and actively manage on the effective date of this endorsement.
- e. Any person or organization that has financial control of you and requires you to name them as an additional insured but only with respect to their liability arising out of their financial control of you.
- f. Any state or political subdivision subject to the following provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

- (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (2) The construction, erection, or removal of elevators; or

- (3) The ownership, maintenance, or use of any elevators covered by this insurance.

However, the insurance afforded for any organization and subsidiary thereof not named in the Declarations as a Named Insured, does not apply to injury or damage with respect to which an insured under this endorsement is also an insured under another policy, or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

- g. Your students in training, but not for “bodily injury” or “property damage” arising out of his or her rendering or failure to render professional services to patients.
- h. Your trustees or members of the board of governors while acting within the scope of their duties as such on your behalf.
- i. Any person or organization with respect to their liability arising out of the ownership, maintenance, or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises.
- (2) Structural alteration, new construction, or demolition operations performed by or on behalf of that person or organization.

Paragraph 3.a. of **Section II – Who Is An Insured** is deleted and replaced by the following:

- a. Coverage under this provision is, subject to (1) and (2) below:
 - (1) Effective on the acquisition or formation date; and
 - (2) Afforded only until the end of the policy period.

E) KNOWLEDGE OR NOTICE OF OCCURRENCE

- 1) As respects any loss reporting requirements under this policy, it is agreed that knowledge of an “occurrence” by an agent, servant or “employee” of yours or any other person shall not in itself constitute knowledge by you, unless an “executive officer” of yours shall have received notice from said agent, servant, “employee” or any other person.
- 2) Your failure to give first report of an “occurrence” to us shall not invalidate coverage under this policy if the loss was inadvertently reported to another insurer. However, you shall report any such “occurrence” to us within a reasonable time once you become aware of such error.

F) ADVERTISING INJURY – TELEVISED, VIDEOTAPED, OR INTERNET-BASED PUBLICATION

- 1) **SECTION V – DEFINITIONS**, definition 14. “Personal and advertising injury”, items d., and e. are deleted and replaced by the following:
 - d. Oral, written, televised, videotaped, or internet-based publication of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products, or services; or

- e. Oral, written, televised, videotaped, or internet-based publication of material that violates a person's right of privacy.

2) **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, subsection **2. Exclusions**, Exclusions **b. Material Published without Knowledge of Falsity** and **c. Material Published Prior To Policy Period** are deleted and replaced by the following:

b. Material Published without Knowledge of Falsity

“Personal and advertising injury” arising out of oral, written, televised, videotaped, or internet-based 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 internet-based publication of material whose first publication took place before the beginning of the policy period.

G) BODILY INJURY – MENTAL ANGUISH

SECTION V – DEFINITIONS, definition **3. “Bodily injury”** is deleted and replaced by the following:

3. “Bodily injury” means:

- a. Bodily injury, sickness, or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (item a. above) at any time.

H) UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

I) LIBERALIZATION

If we adopt a change in our forms or rules which would broaden your coverage during the policy period without an additional premium charge, your policy will automatically provide the additional coverage(s) as of the date the revision is effective in your state.

J) EXTENDED “PROPERTY DAMAGE”

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE, paragraph **2. Exclusions**, Exclusion **a. Expected or Intended Injury** is deleted and replaced by the following:

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.

K) PREMISES SOLD OR ABANDONED BY YOU

SECTION I - COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE, paragraph 2. Exclusions, Exclusion j. **Damage to Property** is amended as follows:

Sub-paragraph (2) is replaced by the following:

- (2) Premises you sell, give away, or abandon, if the “property damage” arises out of any part of those premises and occurred from hazards that were known by you or should have reasonably been known by you, at the time the property was transferred or abandoned.

L) ADDITIONAL INSUREDS – SOCIAL SERVICES

- 1) Any person or organization is an insured with whom you are required to add as an additional insured to this policy by a written contract or written agreement, or permit that is:
- a) Currently in effect or becoming effective during the term of this policy; and
 - b) Executed prior to the “bodily injury”, “property damage” or “personal and advertising injury”.
- 2) This insurance provided to the additional insured by this endorsement applies as follows:
- a) That person or organization is only an additional insured with respect to liability caused by negligent acts or omissions in their performance or failure to perform social services provided to you in support of your business.
 - b) The limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy whichever is less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
 - (2) Will not be broader than that which you are required by contract or agreement to provide for such additional insured.
- 3) Any coverage provided under this provision shall be excess over any other valid and collectible insurance available to the Additional Insured(s) whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request and we confirm in writing that it apply on a primary basis.

M) ADDITIONAL INSUREDS – BY CONTRACT, AGREEMENT OR PERMIT

- 1) Any person or organization is an insured with whom you are required to add as an additional insured to this policy by a written contract or written agreement, or permit that is:
- a) Currently in effect or becoming effective during the term of this policy; and
 - b) Executed prior to the “bodily injury”, “property damage” or “personal and advertising injury”.
- 2) This insurance provided to the additional insured by this endorsement applies as follows:

- a) That person or organization is only an additional insured with respect to liability caused by your negligent acts or omissions at or from:
 - (1) Premises you own, rent, lease, or occupy, or
 - (2) Your ongoing operations performed for the additional insured at the job indicated by written contract or written agreement.
 - b) The limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

However, the insurance afforded to such additional insured:

 - (1) Only applies to the extent permitted by law; and
 - (2) Will not be broader than that which you are required by contract or agreement to provide for such additional insured.
- 3) With respect to the insurance afforded these additional insureds, the following additional exclusions apply:
- a) This insurance does not apply to “bodily injury” or “property damage” occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations on or at the same project.
 - b) This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” caused by the rendering of or failure to render any professional services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications;
 - (2) Supervisory, inspection, architectural or engineering services; or
 - (3) Legal services.
- 4) Any coverage provided under this provision shall be excess over any other valid and collectible insurance available to the Additional Insured(s) whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request and we confirm in writing that it apply on a primary basis.

N) GENERAL AGGREGATE LIMIT PER LOCATION

SECTION III – LIMITS OF INSURANCE paragraph 2. is replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
- a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”, and
 - c. Damages under Coverage B.

A separate Location General Aggregate Limit applies to each “location” and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

SECTION V – DEFINITIONS is amended by adding the following:

23. “Location” means the insured’s premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

O) BLANKET SPECIAL EVENTS AND FUND RAISING EVENTS

This insurance applies to your legal liability for “bodily injury,” “property damage,” or “personal and advertising injury” arising out of all your managed, operated or sponsored special events WITH THE FOLLOWING EXCEPTIONS:

- a) Events involving aircraft;
- b) Events involving automobile or motorcycle races or rallies;
- c) Events involving fireworks;
- d) Events involving firearms;
- e) Events involving live animals, excluding domestic pets;
- f) Carnivals and fairs with mechanical rides;
- g) Any event lasting more than three (3) days (including otherwise acceptable events); or
- h) Any event with greater than 1,000 people in attendance (including otherwise acceptable events).

P) NON-OWNED WATERCRAFT

SECTION I – COVERAGES, COVERAGE – A – BODILY INJURY AND PROPERTY DAMAGE, paragraph 2. **Exclusions**, sub-paragraph (2) of exclusion **g. Aircraft, Auto Or Watercraft** is deleted and replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 65 feet long, and
 - (b) Not being used to carry persons or property for a charge;

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

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

Q) WAIVER OF SUBROGATION

The following is added to **Paragraph 8. Transfer Of Rights of Recovery Against Others to Us of Section IV – Conditions**:

If the insured waives any right of recovery against any person or organization for all or part of any payment, including supplementary payments, we make under this Policy, we also waive that right, provided the Insured waives such right of recovery against such person or organization in a written contract or written permit executed before the “occurrence”, “bodily injury”, “property damage”, offense, or “personal and advertising injury” that took place.

R) WAIVER OF IMMUNITY

We will waive, both in the adjustment of claims and in defense of “suits” against the insured, any charitable or governmental immunity of the insured, unless the insured requests, in writing, that we not do so.

Waiver of immunity, as a defense, will not subject us to liability for any portion of a claim or judgment, in excess, of the applicable limit of insurance.

S) VIOLATION OF RIGHTS OF RESIDENTS (PATIENT’S RIGHTS)

1) The following is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE**, paragraph 1. Insuring Agreement:

“Bodily Injury” damages arising out of the violation of “Rights of Residents”, shall be deemed an “occurrence”.

2) As respects the coverage provided in paragraph 1) above of this endorsement, the following exclusions are added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE – 2. Exclusions**:

This insurance does not apply to:

- a) Liability arising out of the willful or intentional violation of “Rights of Residents”.
- b) Fines or penalties assessed by a court or regulatory authority, including punitive damages.
- c) Liability arising out of any act or omission in the furnishing, or failure to furnish, professional services in the medical treatment of residents.

3) As respects the coverage provided in paragraph S) 1) above of this endorsement, the following definition is added to **SECTION V – DEFINITIONS**:

24. “Rights of Residents” means:

- a. Any right granted to a resident under any state law regulating your business as a health care facility.
- b. The “Rights of Residents” as included in the United States Department of Health and Welfare regulations governing participation of Intermediate Care

Facilities and Skilled Nursing Facilities, regardless of whether your facility is subject to those regulations.

T) LIQUOR LIABILITY EXCLUSION – EXCEPTION FOR SPECIAL EVENTS OR FUNDRAISING EVENTS

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE, paragraph 2. **Exclusions, Exclusion c. Liquor Liability** is amended by adding the following subparagraph:

This exclusion does not apply to “bodily injury” or “property damage” arising out of the selling, serving or furnishing of alcoholic beverages at any special events or fundraising events related to the insured’s business, provided the insured has obtained a license if such license is required to sell, serve or furnish alcoholic beverages.

U) EMPLOYEE CRIMINAL DEFENSE COVERAGE

1) If a “suit” is brought against the insured seeking damages because of “bodily injury”, “property damage”, or “personal and advertising injury” to which this insurance applies, we will reimburse the insured for reasonable and necessary legal expenses it incurs in the defense of an “employee” in a criminal proceeding related to such “suit”. The alleged criminal act must arise out of the “employee’s” work performed on the insured’s behalf.

We will not reimburse any insured for legal expenses, as described in paragraph 1) above, incurred by the insured unless the defense of the criminal proceeding is “Fully Successful”.

2) The most we will reimburse the insured for such legal expenses described in paragraph 1) above is \$25,000 regardless of the number of “employees”, criminal proceedings, “suits” brought or persons or organizations bringing “suits”. This limit is in addition to the limits of insurance listed on the Declarations page.

3) For the purposes of this coverage extension, “Fully Successful” means acquittal, the return of a not guilty verdict, the formal withdrawal of charges or a written determination by a regulatory or administrative body that the criminal allegations have no merit.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number:AAPKG1052804

Named Insured: BOYS AND GIRLS CLUB OF THE REDWOODS

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 08-01-2022

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