



# Making Things Easier for You!

## PHLY CUSTOMER SERVICE

### Did you know...

- The Loss Assistance Hotline provides Management & Professional liability policyholders with two FREE HOURS of legal consultation with knowledgeable attorneys on any matter that could potentially result in a claim under a PHLY policy
- You can review billing and payment history online  
**For example: Payment verifications go to MyPHLY on PHLY.com**
- You can pull up and print your invoices and policy documents online
- You can update your profile online  
**For example: Billing address or contact information changes**
- We offer live help within seconds: No complicated phone systems
- 94.4% of our policyholders would refer us to prospective customers\*
- We provide 48 hour turnaround time on small business quotes and policy issuance in less than 10 days
- We provide interest free installments for accounts that generate at least \$2,000 in premium

### Frequently Asked Questions

#### How can I get information about my insurance?

There are 5 different ways to contact Customer Service

- Customer Service 877.438.7459
- Customer Service Fax 866.847.4046
- Customer Service E-mail: [custserv@phly.com](mailto:custserv@phly.com)
- Customer Service online chat
- PHLY.com – “Contact Us”

#### When can I contact Customer Service?

Customer Service is available Monday - Friday from 8:30 a.m. - 8:00 p.m. EST

#### What forms of payment does PHLY accept?

PHLY accepts 3 forms of payment:

- Check sent to the lock box
- Check by phone payments through our IVR (877.438.7459 – Option 1), website, or contact center representatives
- Credit card payments through our live contact center representatives (Visa, MasterCard, and American Express)

### Claims

- Average policyholder first party automobile losses settled in 10 days or less
- Same or next business day acknowledgements of newly reported and opened claims
- Claims representation nationally with Commercial Liability Claims Examiner Niche expertise
- 24/7 claims service. Staff efficiencies with paperless and industry leading systems
- Staff of Subrogation and Recovery Examiners exclusively dedicated to recovery efforts for policyholder paid losses
- Experienced, consistent staff and department structure

### Risk Management Services

- National network of in-house risk management professionals providing direct support to policyholders
- Product specific web-based risk management solutions through PHLY.com
- Interactive Driver Training online courses and examination at no additional charge
- Regular e-flyer communications on relevant risk management issues
- Strategic partnerships with best-in-class vendors for discounted MVR checks, abuse training, GPS, and many more

### Automatically included on most accounts

PHLY Bell Endorsement - Includes \$50,000 limits each for Business Travel Accident Benefit, Donation Assurance, Emergency Real Estate Consulting Fee, Identity Theft Expense, Image Restoration and Counseling, Key Individual Replacement Expenses, Kidnap Expense, Terrorism Travel Reimbursement, Workplace Violence Counseling. \$25,000 limits for each Conference Cancellation, Fundraising Event Blackout, Political Unrest (\$5,000 per employee), Temporary Meeting Space Reimbursement, and \$1,500 Travel Delay Reimbursement.

### Honors, Awards, and Ratings

- America's Top 150 Workplaces
- Best Places to Work in Insurance (4th consecutive year)
- Stevie Awards
- ACE Awards
- Top Workplaces in Philadelphia
- Ward's Top 50 (13th consecutive year)
- National Underwriter Top 100 Insurance Groups (Tokio Marine) #29
- National Underwriter Top 100 Insurance Companies #41

## *A Passion for Service!*

Philadelphia Insurance Companies is the marketing name for the insurance company subsidiaries of the Philadelphia Consolidated Holding Corp., a Member of the Tokio Marine Group. Coverage(s) described may not be available in all states and are subject to Underwriting and certain coverage(s) may be provided by a surplus lines insurer. Surplus lines insurers do not generally participate in state guaranty funds and insureds are therefore not protected by such funds. © 2014 Philadelphia Consolidated Holding Corp., All Rights Reserved.

\*All statistics contained herein were generated via an internal company survey of active policy holders.



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One Bala Plaza, Suite 100  
Bala Cynwyd, Pennsylvania 19004  
610.617.7900 Fax 610.617.7940  
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## PROPOSAL FOR INSURANCE

Quotation Number: 10604755

Proposal Date: 07/26/2017

**Named Insured and Mailing Address:**

City of Allen Event Center  
305 Century Pkwy  
Allen, TX 75013-8042

**Producer:** 114071

Dean Insurance Group  
5600 Tennyson Pkwy Ste 285  
Plano, TX 75024

**Contact:** Alex Dean

**Phone:** (214)227-9377

**Fax:** (999)999-9999

**Insurer:** Philadelphia Indemnity Insurance Company

**Policy Period From:** 08/19/2017

**To:** 08/19/2018

**Proposal Valid Until:** 08/19/2017

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

**Product:** Professional Sports Package

**Submission Type:** Renewal Business

**PHLY Representative:** Goff, Lance R.

**PHLY Representative Phone:** (469) 221-7932

**Email:** Lance.Goff@phly.com

**Underwriter:**

**Kearns, Thomas J.**

**Underwriter Phone:**

**(610) 668-7253**

**Email:** Thomas.Kearns@phly.com

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

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

**Commercial General Liability Coverage Part**

PREMIUM

\$ 68,086.00  
\$ 6,268.00

The Total Premium includes Federal Terrorism Risk Insurance Act Premium in the amount of:

**TOTAL** \$ 74,354.00  
\$ 552.00

**Bill Plan Options:**

- 25% Down and 9 Consecutive Monthly Installments - Combined premium must be \$6,000 and up
- 25% Down and 5 Consecutive Monthly Installments - Combined premium must be at least \$3,333
- 25% Down and 3 Consecutive Monthly Installments - Combined premium must be at least \$2,000
- 50% Down and 2 Consecutive Monthly Installments - Combined premium must be at least \$2,000
- 12 equal installments available only on Auto Rental/Leasing policies
- Premiums under \$2,000 are Fixed Annual billing

**All Bill Plans are subject to a minimum installment of \$500**

**The premium shown is subject to the following terms and conditions:**

A signed UM/UIM Selection/Rejection form is required upon binding. (If applicable.)

Any taxes, fees or surcharges included in the total premium shown on the proposal are not subject to installment billing.

Please review proposal carefully as coverages offered may differ from those requested.



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**INSURANCE COMPANIES**

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**The premium shown is subject to the following terms and conditions:**

No coverages offered or implied unless stated herein.



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The producer placing this policy may receive commission and additional underwriting profit share incentives. These incentives are based on the underwriting performance of this producer's book of business. Any questions about the nature of this compensation should be directed to the producer.

In order to complete the underwriting process, we require that you send us the additional information requested in the "conditions" section of this proposal. We are not required to bind coverage prior to our receipt, review and underwriting approval, of said additional information. However, if we do bind coverage, it shall be for a temporary period of not more than 30 days. Such temporary binding of coverage shall be void ab initio ("from the beginning") if we have not received, reviewed and approved in writing such materials within 15 days from the effective date of the temporary binder. This 30 day temporary conditional binder may be extended only in writing signed by the Insurer. Payment of premium shall not operate to extend the binding period or nullify the automatic voiding as described above.

This quotation is strictly conditioned upon no material change in the risk occurring between the date of this proposal and the inception date of the proposed policy (including any claim or notice of circumstances that which may reasonably expected to give rise to a claim under any policy of which the policy being proposed by this letter is a renewal or replacement). In the event of such change in risk, the Insurer may in its sole discretion, whether or not this quotation has been already accepted by the Insured, modify and/or withdraw this quotation.

Subject to the terms and conditions outlined above and prior to the quote expiration date, this quote may be bound by signing and dating below and by initialing, on the previous page, the option to be bound. This form will then act as the binder of coverage for 30 days from the date signed and may be distinguished by the Quotation number on page 1. This binder is only valid for 30 days.

**No coverage is afforded or implied unless shown in this proposal.**

**This proposal does not constitute a binder of insurance.**

**This proposal is strictly limited to the terms and conditions herein. Any other coverage extensions, deletions or changes requested in the submission are hereby rejected.**

\_\_\_\_\_  
Signature of Authorized Insurance Representative

\_\_\_\_\_  
Date

Policy Number: 10604755Named Insured: City of Allen Event Center

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## PHILADELPHIA INSURANCE COMPANIES DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE REJECTION OPTION

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term “act of terrorism” means any act 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 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, 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. 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 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 IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

**Your attached proposal (or policy) includes a charge for terrorism. We will issue (or have issued) your policy with terrorism coverage unless you decline by placing an “X” in the box below.**

**NOTE 1:** If “included” is shown on your proposal (or policy) for terrorism you WILL NOT have the option to reject the coverage.

**NOTE 2:** You will want to check with entities that have an interest in your organization as they may require that you maintain terrorism coverage (e.g. mortgagees).

**EXCEPTION:** If you have property coverage on your policy, the following Standard Fire Policy states do not permit an Insured to reject fire ensuing from terrorism: CA, CT, GA, HI, IA, IL, MA, ME, MO, NJ, NY, NC, OR, RI, VA, WA, WV, WI. Therefore, if you are domiciled in the above states and reject terrorism coverage, you will still be charged for fire ensuing from terrorism as separately designated on your proposal.

	<b>I decline to purchase terrorism coverage. I understand that I will have no coverage for losses arising from “certified” acts of terrorism, EXCEPT as noted above.</b>
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**You, as the Insured, have 30 days after receipt of this notice to consider the selection/rejection of “terrorism” coverage. After this 30 day period, any request for selection or rejection of terrorism coverage WILL NOT be honored.**

**REQUIRED IN GA – LIMITATION ON PAYMENT OF TERRORISM LOSSES** (applies to policies which cover terrorism losses insured under the federal program, including those which only cover fire losses)

The provisions of the Terrorism Risk Insurance Act, as amended, can limit our maximum liability for payment of losses from certified acts of terrorism. That determination will be based on a formula set forth in the law involving the national total of federally insured terrorism losses in an annual period and individual insurer participation in payment of such losses. If one or more certified acts of terrorism in an annual period causes the maximum liability for payment of losses from certified acts of terrorism to be reached, and we have satisfied our required level of payments under the law, then we will not pay for the portion of such losses above that maximum. However, that is subject to possible change at that time, as Congress may, under the Act, determine that payments above the cap will be made.

INSURED'S SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_



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**Named Insured:** City of Allen Event Center

**Proposal Date:** 07/26/2017  
**Quotation Number:** 10604755

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## LOCATION SCHEDULE

Loc #	Bldg #	Address #1	Address #2	City	St	Zip
0001	0001	200 E Stacy Rd	Bulding 1350	Allen	TX	75002-8732



**Named Insured:** City of Allen Event Center

**FORM SCHEDULE**

Form	Edition	Description
Recurring Payment Flyer	1212	Recurring Payment Flyer
CSNotice-1	1014	Making Things Easier
BJP-190-1	1298	Commercial Lines Policy Jacket
PI-Notice TX	0113	Important Notice
PP2015	0615	Privacy Policy Notice
CPD-PIIC	0614	Common Policy Declarations
Location Schedule	0100	Location Schedule
PI-BELL-1 TX	1109	Bell Endorsement
PI-CME-1	1009	Crisis Management Enhancement Endorsement
IL0017	1198	Common Policy Conditions
IL0021	0908	Nuclear Energy Liability Exclusion Endorsement
IL0168	0312	Texas Changes - Duties
IL0275	0907	Texas Changes - Cancellation and Nonrenewal
PI-AM-072	0609	Sports and Entertainment Event Protection
PI-LCN-TX	0812	Texas Policyholder Notice
Gen Liab Dec	1004	Commercial General Liability Coverage Part Declaration
Gen Liab Schedule	0100	General Liability Schedule
CG0001	1207	Commercial General Liability Coverage Form
CG0068	0509	Recording and Distribution of Material or Information
CG0103	0606	Texas Changes
CG0136	1008	Texas Changes-Your Right to Claim and Occurrence Info
CG2135	1001	Exclusion - Coverage C - Medical Payments
CG2144	0798	Limitation of Cov to Designated Premises or Project
CG2153	0196	Exclusion - Designated Ongoing Operations
CG2167	1204	Fungi or Bacteria Exclusion
CG2170	0115	Cap On Losses From Certified Acts Of Terrorism
CG2407	0196	Products/Completed Operations Hazard Redefined
CG2639	1207	Texas Changes - Employment-Related Practices Exclusion
CG3208	1204	Texas Changes-Binding Arbitration
PI-AM-013	0609	Athletic or Sports Participant Legal Liability
PI-AM-021	0806	Changes in Other Insurance Condition - CGL
PI-AM-048	1208	Limited Excess Fireworks Coverage
PI-AM-057	1208	Participant Legal Liability-Accident Medical Warranty
PI-AM-066	1006	Aggregate Limit - Per Event Anti-Stacking Provision
PI-AS-002	0404	Waiver and Release System
PI-AS-003	0404	Exclusion-Stunt Activity
PI-AS-012	0404	Exclusion - Misc Recreational Exposures
PI-AS-013	0404	Exclusion - Misc Activities And Devices
PI-AS-020 TX	0704	Abuse or Molestation Excl-Abuse or Molestation Sublimt





**Named Insured:** City of Allen Event Center

**FORM SCHEDULE**

Form	Edition	Description
PI-EK-006	1208	Artist or Performer Contractual Liability Limitation
PI-EK-007	1208	Limited Excess Amusement Device Coverage
PI-EK-008	1208	Limited Excess Performer Coverage
PI-GLD-EK	0609	Gen Liability Deluxe: Performing Arts/Entertainment
PI-MANU-1	0100	LIMITED EXCESS MOTORSPORTS,RAP/HIP-HOP,HEAVY METAL,PUNK O
PI-MANU-1	0100	WAIVER & RELEASE SYSTEM AND ACCIDENT MEDICAL WARRANTY AM
CGDS03	0798	Liquor Liability Declarations
Liquor Liab Schedule	0204	Liquor Liability Schedule
CG0033	1207	Liquor Liability Coverage Form
CG0137	1008	Texas Changes-Your Right to Claim and Injury Info
CG2170	0115	Cap On Losses From Certified Acts Of Terrorism
CG3161	0403	Texas War Liability Exclusion
CG3208	1204	Texas Changes-Binding Arbitration
PI-MANU-1	0100	PI-AM-020 (08/06) - CHANGES IN OTHER INSURANCE CONDITION



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**Quotation Number:** 10604755

**Named Insured:** City of Allen Event Center

**GENERAL LIABILITY**

**Total:** \$ 68,086.00

Each Occurrence Limit	\$ 1,000,000	Liability Type: OCCURRENCE
Personal and Advertising Injury Limit	\$ 1,000,000	
General Aggregate Limit (Other Than Products – Completed operations)	\$ 3,000,000	
Products/Completed Operations Aggregate Limit	\$ 3,000,000	
Rented to You Limit	\$ 100,000	
Medical Expense Limit (Any One Person)	\$ 0	

.....Classifications	.....Class Code	Premium Base	Prem/Op BI/PD Ded	Products BI/PD Ded	Exposure	Premium
TEXAS						
LOC 1 STADIUM-OPERATED BY INSURD-NFP	48638	ADMISSION	NONE		415,000	\$ 56,948.00
LOC 1 RESTAURANT-OPER CONC-NFP	16820	GROSS SALES	NONE		1,200,000	\$ 1,032.00
LOC 1 SKATING RINK-ICE	48177	GROSS SALES	NONE		634,366	\$ 9,297.00
LOC 1 SPORT GOOD/ATHLTIC EQUIP STORE	18206	GROSS SALES	NONE	NONE	345,500	\$ 809.00



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**Proposal Date:** 07/26/2017  
**Quotation Number:** 10604755

## LIQUOR LIABILITY

**Total:** \$ 6,268.00

Each Limit:	\$ 1,000,000
Aggregate Limit:	\$ 1,000,000
Liability Type:	NONE
Liability Date:	OCCURRENCE
	NONE

### Classifications

TEXAS

Loc 1 Clubs-All Other

MANUSCRIPT ENDORSEMENT

Class Code	Premium Base	Exposure	Premium
70412	Sales	600,000 \$	6,268.00



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### **Taxes, Surcharges, and Fees Notice**

\*Note: The above proposal may not account for local taxes, Surcharges, and/or fees mandated by the State in which you/your business operate(s). The final policy will include a description of how local taxes, surcharges and fees, if applicable, have been allocated as determined by the risk location. Please contact a PHLY representative if you have any questions.

**Philadelphia Indemnity Insurance Company**

**POLICY NUMBER:** 10604755

**LIQUOR LIABILITY DECLARATIONS**

NAMED INSURED	City of Allen Event Center		
MAILING ADDRESS	305 Century Pkwy Allen, TX 75013-8042 (Collin CTY)		
POLICY PERIOD:	FROM 08/19/2017	TO 08/19/2018	AT 12:01 A.M. TIME AT
YOUR MAILING ADDRESS SHOWN ABOVE			

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

<b>LIMITS OF INSURANCE</b>	
EACH COMMON CAUSE LIMIT	\$ 1,000,000
AGGREGATE LIMIT	\$ 1,000,000

<b>RETROACTIVE DATE (CG 00 34 ONLY)</b>
THIS INSURANCE DOES NOT APPLY TO " INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.
RETROACTIVE DATE: NONE (ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

<b>DESCRIPTION OF BUSINESS</b>
FORM OF BUSINESS: MUNICIPALITY
BUSINESS DESCRIPTION: Professional Sports

ALL PREMISES YOU OWN, RENT OR OCCUPY	
LOCATION NUMBER	ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY
SEE SCHEDULE ATTACHED	

CLASSIFICATION AND PREMIUM				
CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE	ADVANCE PREMIUM
SEE SCHEDULE ATTACHED		\$	\$	\$
TOTAL PREMIUM (SUBJECT TO AUDIT)				\$ <u>6,268.00</u>
PREMIUM SHOWN IS PAYABLE:		AT INCEPTION	\$	<u>Included</u>
		AT EACH ANNIVERSARY	\$	<u>                    </u>
(IF POLICY PERIOD IS MORE THAN ONE YEAR AND PREMIUM IS PAID IN ANNUAL INSTALLMENTS)				
AUDIT PERIOD (IF APPLICABLE) <b>Not Auditable</b>	<input type="checkbox"/> ANNUALLY	<input type="checkbox"/> SEMI-ANNUALLY	<input type="checkbox"/> QUARTERLY	<input type="checkbox"/> MONTHLY

ENDORSEMENTS
ENDORSEMENTS ATTACHED TO THIS POLICY: <b>SEE FORMS SCHEDULE</b>

**THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.**

Countersigned	Countersigned By:
(Date)	(Authorized Representative)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****SPORTS AND ENTERTAINMENT  
EVENT PROTECTION**

The terms, conditions, exclusions and other limitations in this endorsement are solely applicable to coverage afforded by this endorsement.

Throughout this endorsement, the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V. DEFINITIONS.**

**I. COVERAGE**

We will pay for the actual loss of "income" you sustain and the necessary "expenses" you incur that are a direct result of the "cancellation," "postponement," or "relocation" of a covered event.

The "cancellation," "postponement," or "relocation" must result from any one of the following:

**A. Incapacity, Confinement, Illness, or Death**

Incapacity, confinement, illness, or death of fifty percent (50%) or more of the "participants"; unless such incapacity, confinement, illness or death is due to:

1. Any "pre-existing medical condition"; or
2. Illegal drug use, mental illness, intentionally self-inflicted injury or substance abuse.

**B. Inability to Compete or Perform**

Fifty percent (50%) or more of the "participants" are unable to compete or perform in a covered event; unless such inability to compete or perform is due to:

1. A concern or belief that participating is inappropriate, in poor taste or a poor business decision;
2. Violation of any law; or
3. Air travel not by common carrier.

**C. Adverse Weather**

Weather that prevents commencement, continuation or completion of a covered event because of physical damage that occurs to the property and/or the facility used, or to be used in a covered event.

**D. Civil Authority**

A civil authority prohibits access to a covered event due to conditions that threaten the safety of the "participants," the spectators, or those responsible for the setting up or the taking down of a

covered event.

The amount we will pay for expenses is limited as described in Section **III. LIMITS OF INSURANCE**.

## **II. EXCLUSIONS**

We will not pay for loss caused by or resulting from any of the following:

- A.** Dishonest, fraudulent or criminal acts by you or your employees;
- B.** War, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident;
- C.** Nuclear reaction or radiation, or radioactive contamination, however caused.
- D.** Any circumstances known to any insured as of the effective date shown in the Declarations, as likely to give rise to "cancellation" or "postponement" of a covered event;
- E.** Any financial cause of loss relating to a covered event, including but not limited to:
  - 1.** Any deficient, inadequate or reduction in anticipated attendance or ticket sales;
  - 2.** Withdrawal of funds, inadequate or insufficient finances, however caused;
  - 3.** Any financial failure of any venture, company, entity or person;
  - 4.** Any failure to maintain adequate receipts, sales or profits;
  - 5.** Any variation in the rate of exchange, including devaluation, rate of interest or stability of any currency; or
  - 6.** Any financial default, insolvency, debt or failure to pay necessary expense to any person, firm or corporation;
- F.** Breach of contract by any insured;
- G.** Any inability to complete or obtain any arrangements, contractual agreements, permits or licenses, of any kind or type;
- H.** Any construction, alteration, or demolition at the venue of a covered event;
- I.** Any governmental body or civil authority refusing any insured(s) or a "participant" entry or exit to a country, or refusing any insured(s) or a "participant" entry or exit visas;

## **III. LIMITS OF INSURANCE**

The most we will pay for this coverage is \$10,000 for the loss of "income" and \$10,000 for "expenses" you incur for each "cancellation," "postponement," or "relocation", subject to a \$30,000 annual aggregate. These limits are in addition to the applicable limits of insurance shown in the Declarations.



#### IV. CONDITIONS

##### A. Your Duties in the Event of Loss

When any insured discovers a loss or a situation that may result in a loss, you shall:

1. Make reasonable attempts to find an alternate location for a covered event if the original venue is closed or inaccessible on a covered event date;
2. Make all reasonable efforts to minimize loss such as cancelling vendors if sufficient time is available for notice; and
3. Maintain accurate records of all covered event related expenses, preparations and deposits sufficient for us to be able to verify the amount and value of your claim, and make copies of said records available to us.

##### B. Claim Expenses

Coverages provided herein are not applicable to the generation of claim adjustment costs by you; such as fees you may incur by retaining a public adjuster or appraiser.

#### V. DEFINITIONS

- A. "Cancellation" means the inability to proceed with a covered event as planned.
- B. "Expenses" mean expenses you incur to commence, continue or complete a covered event, at the covered event location or at a replacement venue including:
  1. Relocation expenses;
  2. Costs to equip or operate the replacement venue; and
  3. Costs to notify attendees of the relocation.
- C. "Income" means net income (net profit or loss before income taxes) that would have been earned directly from a covered event.
- D. "Participant" means rostered players, athletes, performers or a performing troupe.
- E. "Postponement" means the unavoidable rescheduling of a covered event due to a temporary inability to proceed as scheduled.
- F. "Pre-existing medical condition" means a condition for which medical care, advice, consultation or treatment was received within one (1) year immediately preceding the start date of a covered event; or if the symptoms of the condition were present, that would have caused a reasonable person to have sought medical care, advice, consultation or treatment within the one (1) year preceding the start date of a covered event.
- G. "Relocation" means the necessary re-establishment of a covered event in a replacement venue.

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

**LIMITATION OF COVERAGE TO DESIGNATED  
PREMISES OR PROJECT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
**SCHEDULE**

Specimen

<b>Premises:</b>
<b>Project:</b> Operations and activities of City of Allen Event Center

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This insurance applies only to "bodily injury", "property damage", "personal and advertising injury" and medical expenses arising out of:

1. The ownership, maintenance or use of the premises shown in the Schedule and operations necessary or incidental to those premises; or
2. The project shown in the Schedule.

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

## **EXCLUSION – DESIGNATED ONGOING OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Description of Designated Ongoing Operation(s):**

- 1) Mosh pits, crowd surfing or stage diving
- 2) Raves

**Specified Location (If Applicable):**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of the ongoing operations described in the Schedule of this endorsement, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

Unless a "location" is specified in the Schedule, this exclusion applies regardless of where such operations are conducted by you or on your behalf. If a specific "location" is designated in the Schedule of this endorsement, this exclusion applies only to the described ongoing operations conducted at that "location".

For the purpose of this endorsement, "location" means 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.

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

**ATHLETIC OR SPORTS PARTICIPANT LEGAL LIABILITY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**Limits of Insurance**

**Each Occurrence:** \$           INCLUDED           **Aggregate:** \$           INCLUDED          

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

**A. The following is added to SECTION I – COVERAGES, SECTION I – PARTICIPANT LEGAL LIABILITY COVERAGE**

**1. Insuring Agreement**

We will pay for “participant legal liability.”

Coverage includes those sums which you become legally obligated to pay because of actions brought against you for "bodily injury" or "property damage" to a "participant" while practicing for or participating in any contest or exhibition of an athletic or sports nature.

The limits for “participant legal liability” are included within, and not in addition to, the limits shown on the declarations page. If an aggregate limit is shown [ø]in the Schedule of this Endorsement, such aggregate is included within, and is not in addition to, any aggregate shown on the declarations page.

**2. Exclusions**

This insurance does not apply to:

- a.** Claims for “bodily injury” or “property damage” to any of your “employees.”
- b.** Liability assumed under contract unless such liability would have existed in the absence of a contract.
- c.** Claims or actions brought by one player/athlete against another player/athlete.

Coverage remains in effect for you and/or any applicable additional insured on this policy, unless you or any applicable additional insured, while acting in the capacity of player/athlete, caused the "bodily injury" or "property damage" to another player/athlete.

**B. Deductible**

Any deductibles or self-insured retention shown elsewhere in the policy as applying to “bodily injury” and/or “property damage” shall apply to "participant legal liability.”

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

1. "Participant legal liability" is defined as those sums that the insured becomes legally obligated to pay because of actions brought against the insured for "bodily injury" or "property damage" to a "participant" while practicing for or participating in any contest or exhibition of an athletic or sports nature.
2. "Participant" means players/athletes, coaches, managers, staff members, team workers, officials, cheerleaders, media personnel, or other personnel with permission to enter a "restricted area."
3. "Restricted area" means any area that is occupied by "participants," and to which access to the general public is restricted or prohibited during the course of practice and/or competition.

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

**LIMITED EXCESS FIREWORKS COVERAGE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**Schedule**

**Per Occurrence:** \$ **INCLUDED**

**Aggregate:** \$ **INCLUDED**

(included in and not in addition to the limits stated on the Declarations Page)

It is understood and agreed that this insurance does not apply to “bodily injury,” “property damage,” or “personal and advertising injury” arising out of fireworks, unless the entity or person performing the fireworks provides evidence of applicable commercial general liability insurance coverage in the amount of at least \$1,000,000 that covers fireworks, and you are named as an additional insured on the policy providing such coverage.

An unintentional error on your part, in securing such evidence, will not void your coverage in the event of an occurrence involving fireworks. However, your failure to maintain an adequate system to regularly secure such evidence of insurance will void your coverage in the event of an occurrence involving fireworks.

For purposes of this endorsement, fireworks mean any display of explosive or burning devices, material or pyrotechnics. Fireworks do not include the firing of an explosive commonly used to start an event or flashboxes, which are induced electronically in a cylinder with no projectile, wadding or wrapping.

It is further understood and agreed that **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition 4. Other Insurance, b. Excess Insurance, (1)** is amended to include the following:

- (e) That is insurance which provides coverage for fireworks.

All other terms and conditions remain unchanged.

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

**PARTICIPANT LEGAL LIABILITY – ACCIDENT MEDICAL WARRANTY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**Schedule**

**Catastrophic Medical Insurance**

**Limits no less than: \$ 25,000**

**Specified Athletic Activity:**

Any and all amateur athletic activities conducted directly by the insured.

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

- A. In order for there to be coverage for “bodily injury” to “player participants,” hereafter referred to as “Participant Legal Liability” coverage under this policy, Catastrophic Medical Insurance for the specified athletic activity and at no less than the limit shown in the Schedule above must be in full force and effect at the time of the “occurrence” giving rise to a claim under this policy. Failure to maintain coverage on all “player participants” in the Specified Athletic Activity shown in the Schedule above will fully void “participant legal liability” coverage with respect to any “player participants.”
- B. For purposes of this endorsement, it is understood and agreed that “player participant” means any individual while practicing for or participating in a sport or athletic activity specified above.

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

**AGGREGATE LIMIT – PER EVENT  
ANTI-STACKING PROVISION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This endorsement amends the Aggregate Limit in each of the aforementioned coverage forms as follows:

The Aggregate Limit identified under Section III – Limits of Insurance shall apply separately to each Event insured under this policy, as the total aggregate amount of coverage available for claims arising from that Event regardless of the number of occurrences, claimants, or defendants. An Event's limits of liability are not available for any other Event covered under this policy. Under no circumstances will the Aggregate Limit for any one Event be added and/or stacked to the Aggregate Limit available for another Event.

For the purposes of this endorsement, the term "Event" means:

Any performance, presentation, or contest, including rehearsals, set-up, and take-down for which a separate ticket or admittance is required.

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

I, having full authority to act on behalf of the organization's insurance program, fully understand the intent of this endorsement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



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

## **WAIVER AND RELEASE SYSTEM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

You must maintain a system to regularly secure signed Waiver and Release forms from participants allowed to enter restricted areas and to prevent restricted area credentials from being issued before participants have properly signed and executed the Waiver and Release forms. For minor participants (under eighteen [18] years of age), you must always maintain a system to secure valid Minor Waiver and Release forms signed by the parent or legal guardian.

Unintentional error on your part in securing Waiver and Release or Minor Waiver and Release forms will not void your coverage in the event of an "occurrence" to a participant. However, your failure to maintain an adequate system to regularly secure Waiver and Release or Minor Waiver and Release forms will void your coverage in the event of an "occurrence" to the participant.

When you notify us of an "occurrence" involving a participant, you will also provide us with a valid Waiver and Release form that has been signed and dated by the participant prior to the time of the "occurrence".

If the participant is a minor (under eighteen [18] years of age), you will provide us with a valid Minor Waiver and Release form that has been signed by the parent(s) or legal guardian(s) of the minor participant.

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

**EXCLUSION – MISCELLANEOUS RECREATIONAL EXPOSURES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Each exclusion indicated by an “X” is added to the policy:

This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury”:

- Aircraft / Hot Air Balloon  
Arising out of the ownership, operation, maintenance, use, loading, or unloading of any flying craft or vehicle, including, but not limited to, any aircraft, hot air balloon, glider, parachute, helicopter, missile or spacecraft.
- Airport  
Arising out of the ownership, operation, maintenance or use of any airfield or airport facility or premises.
- Motorized Vehicle / Motorcycle / Watercraft / Power Boat  
Arising out of the ownership, maintenance, use, entrustment to others, loading or unloading in practicing for, qualifying for or testing for any racing, speed, demolition or stunting activity which involves any motorized vehicle, including, but not limited to, any “auto”, “mobile equipment”, motorcycle, snowmobile, watercraft or powerboat.
- Sailboat  
Arising out of the ownership, operation, maintenance, use, loading or unloading in practicing for, qualifying for or testing for any racing, speed, demolition or stunting activity which involves any sailboat. This exclusion does not apply to sailboat racing that an insured performs in the regular course of instruction.
- Snow Sled  
Arising out of the ownership, operation, maintenance, use, loading or unloading of any equipment or device used for snow sledding, including, but not limited to, any inflatable tube, saucer, sled, toboggan or bobsled. This exclusion does not apply when such equipment or device is used by you, your employee or ski patrol to provide emergency rescue or first aid.
- Leased/Loaned/Rented Recreational Vehicle  
Arising out of the ownership, operation, maintenance, use, loading or unloading of any recreational vehicle, including, but not limited to, any motor-home, boat, personal watercraft, golf cart, snowmobile, motorcycle, or all-terrain vehicle when leased, loaned or rented to others.
- Saddle Animal  
Arising out of the ownership, operation, maintenance, use, loading or unloading of any saddle animal, including, but not limited to, riding on any saddle animal or riding on any vehicle which is drawn or powered by any animal.
- Snowmobile  
Arising out of the ownership, operation, maintenance, use, loading or unloading of any snowmobile.

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

**EXCLUSION – MISCELLANEOUS ACTIVITIES AND DEVICES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Each exclusion indicated by an “X” is added to the policy:

This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury”:

\_\_\_\_\_ Inverted Aerial Maneuver  
 Arising out of the attempt to perform or performance of any inverted aerial maneuver by a skier from a jump:  
 1. Built by you or on your behalf; or  
 2. Built on your premises with your permission or knowledge.

\_\_\_\_\_ Amusement Device  
 Arising out of the ownership, operation, maintenance, supervision, or use of any amusement device.

For purposes of this exclusion, amusement device means any device or equipment a person rides for enjoyment, including, but not limited to, any mechanical or non-mechanical ride, slide, water slide (including any ski or tow when used in connection with a water slide), moonwalk or moon bounce, bungee operation or equipment. Amusement device also includes any vertical device or equipment used for climbing – either permanently affixed or temporarily erected. Amusement device does not include any video arcade or computer game.

\_\_\_\_\_ Bungee  
 Arising out of the ownership, operation, maintenance, supervision, or use of any bungee operation or equipment whether owned, operated, maintained or used by you, any other insured or any other person or entity.

\_\_\_\_\_ Trampoline  
 Arising out of the ownership, operation, maintenance, supervision, or use of any trampoline whether owned, operated, maintained or used by you, any other insured or any other person or entity.

For purposes of this exclusion, trampoline includes any rebounding device except those which are four feet or less in diameter and whose surface is no more than two feet above floor level.

\_\_\_\_\_ Grass Skiing  
 Arising out of grass skiing.

\_\_\_\_\_ Animals  
 Arising out of injury or death to any animal.

\_\_\_\_\_ Object Propelled  
 Arising out of any object propelled, whether intentionally or unintentionally, into a crowd by or at the direction of a “participant” or insured.

\_\_\_\_\_ “Participant”  
 Arising out of the involvement of a participant in any activity, event or exhibition, including, but not limited to, any contest, physical training, sport, event, athletic activity, martial arts or stunt.

- Rodeo  
Arising out of any rodeo activity, including, but not limited to, bronco or bull riding, steer roping, team roping, barrel racing or horseback riding.
- Concert  
Arising out of a concert, show, or theatrical event.
- Performer  
Arising out of the involvement of any performer during any activity, event or exhibition, including, but not limited to any stunt, concert, show or theatrical event.

**DEFINITION OF PARTICIPANT**

For purposes of this endorsement, participant means any person who is participating, practicing, or is otherwise involved in an activity, event or exhibition.

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

**ABUSE OR MOLESTATION EXCLUSION  
ABUSE OR MOLESTATION SUBLIMIT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- 1) Except to the extent coverage is provided in (2) below, this insurance does not apply to "bodily injury", "property damage", "personal and advertising injury", or any other "injury", arising out of:
- (a) the actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured, or
  - (b) the negligent
    - (i) employment;
    - (ii) investigation;
    - (iii) supervision;
    - (iv) reporting to the proper authorities, or failure to so report; or
    - (v) retention;of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by (a) above.

For the purposes of this endorsement, abuse means an act which is committed with the intent to cause harm.

This exclusion shall apply regardless of the legal form any "suit" may take. As an example, this insurance shall provide no coverage for a claim alleging that an insured was negligent or in breach of contract due to the hiring of an employee accused of sexual abuse.

- 2) (a) If a limit of liability is shown in item b below, the above exclusion shall not apply, subject to the following additional conditions:
- 1) The most we will pay for a claim otherwise excluded in Item 1 above is the Limit of Liability stated in this endorsement.
  - 2) We will pay the cost of defending a "suit" otherwise excluded in Item 1 above, but the most we will pay is the Limit of Liability stated in this endorsement.
  - 3) We will not pay any claim or defense cost on behalf of any person who personally takes part in inflicting physical or sexual abuse, sexual molestation, sexual exploitation or sexual injury upon another person; or

On behalf of any person who remains passive upon gaining knowledge of any alleged physical or sexual abuse, sexual molestation, sexual exploitation, or sexual injury committed by an employee or volunteer of the insured.

(b) Limit of Liability: (Limits apply separately to 2(a)(1) and 2(a)(2) above.)

\$ 1,000,000 per person abused or molested regardless of the number of incidents involving that person;

\$ 2,000,000 aggregate per policy period.

Multiple incidents of abuse or molestation involving a person which take place over multiple policy periods for which this coverage is provided by us shall be deemed as one occurrence and shall be subject to the coverage and limits in effect at the time of the first incident.

Payment under this coverage shall be included in the General Aggregate Limit as stated in Section III - Limits of Insurance, Part 2. All other provisions of Section III - Limits of Insurance do not apply to coverage defined in this endorsement.

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

**ARTIST OR PERFORMER CONTRACTUAL LIABILITY LIMITATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART**

This insurance does not apply to any insured's contractual obligation to defend and/or indemnify any artist, performer or members of their crew, for any claim arising from their negligent acts, brought by any other artist, performer, representative or furnishing company relating thereto, for "bodily injury" to:

1. Any spectator;
2. Any artist or performer; or
3. Members of the artist's or performer's crew.

This limitation applies only if you, the insured, are the promoter of the event.

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

**LIMITED EXCESS AMUSEMENT DEVICE COVERAGE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This insurance does not apply to “bodily injury,” property damage,” or “personal and advertising injury,” arising out of any “amusement device,” unless the owner, entity, or person operating the “amusement device” provides evidence of applicable Commercial General Liability insurance that covers the “amusement device,” the riders, and the spectators, for an amount no less than \$1,000,000. You must be named as an additional insured on the policy providing such coverage.

An unintentional error on your part in securing such evidence will not void your coverage in the event of an occurrence involving “amusement devices.” However, your failure to maintain an adequate system to regularly secure such evidence of insurance will void your coverage in the event of an occurrence involving “amusement devices.”

This insurance shall be excess of the applicable insurance of the owner, entity, or person operating the “amusement device.”

If the owner, entity or person operating the “amusement device” is you, no coverage applies unless the “amusement device” has been specifically endorsed onto the policy.

“Amusement device” means any device or equipment a person rides for enjoyment, including but not limited to any mechanical or non-mechanical ride, slide, water slide (including any ski or tow when used in connection with a water slide), rock climbing wall operation or equipment, or bungee operation or equipment. “Amusement device” does not include any video arcade, inflatable play equipment, or computer games.



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

**LIMITED EXCESS PERFORMER COVERAGE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This insurance does not apply to "bodily injury," property damage," or "personal and advertising injury" caused by any performer, unless the performer or promoter of the event provides evidence of applicable Commercial General Liability insurance that covers their liability to the performers and spectators of the event, for an amount no less than \$1,000,000. You must be named as an additional insured on the policy providing such coverage.

An unintentional error on your part in securing such evidence will not void your coverage in the event of an occurrence involving a performer. However, your failure to maintain an adequate system to regularly secure such evidence of insurance will void your coverage in the event of an occurrence involving a performer.

This insurance shall be excess of the applicable insurance of the performer, or entity or person promoting/conducting the event.

If the promoter/conductor of the event is you, this limitation does not apply.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GENERAL LIABILITY DELUXE ENDORSEMENT:  
PERFORMING ARTS AND ENTERTAINMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is 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, unless otherwise noted on this endorsement. 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.

<b>Coverage Applicable</b>	<b>Limit of Insurance</b>	<b>Page #</b>
Damage to Premises Rented to You	\$1,000,000	2
Property Damage to a Leased Facility	\$1,000,000	2
Expected or Intended Injury – Property Damage	Included	3
Pesticide or Herbicide Applicator Coverage	Included	3
Non-Owned Watercraft	Less than 58 feet	3
Personal Property in Your Care, Custody or Control	\$5,000	3
Supplementary Payments – Bail Bonds	\$2,500	3
Supplementary Payments – Loss of Earnings	\$500 per day	3
Employee Indemnification Defense Coverage	\$25,000	3
Who Is An Insured Additional Insured – Newly Acquired or Formed Organization Additional Insured – Broadened Named Insured Additional Insured – Blanket Additional Insureds When Required by Contract	Included	4
Duties in the Event of Occurrence, Offense, Claim or Suit	Included	4
Transfer of Rights of Recovery Against Others To Us	Clarification	5
Liberalization	Included	5
Unintentional Failure to Disclose Hazards	Included	5
Bodily Injury – Includes Mental Anguish	Included	5
Personal and Advertising Injury – Includes Abuse of Process, Discrimination	Included	5

**A. Damage to Premises Rented to You**

If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part:

1. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

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 leaks from automatic fire protective systems or any combination thereof;

2. The word fire is changed to fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in:
  - a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**;
  - b. **SECTION III – LIMITS OF INSURANCE**, Paragraph **6.**; and
  - c. **SECTION V – DEFINITIONS**, Paragraph **9.a.**; and
3. The words fire insurance are changed to insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**.

**B. Property Damage to a Leased Facility**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, 1. **Insuring Agreement** is amended to include the following coverage:

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to any arena, coliseum, stadium, bowl, hippodrome, or any facility used by you for any insured event.

This insurance does not apply to:

1. "Property damage" to floors, decks, pavements, lawns, rugs, or artificial floor coverings; or
2. Liability for damage to or destruction of property resulting from your failure to provide reasonable and proper care of property used by you.

The most we will pay on behalf of the insured, under this extension is \$1,000,000 per "occurrence." This limit is included in, and not in addition to the applicable limits shown in the Declarations.

If other valid and collectible insurance is available to you for a "property damage" loss subject to the terms of this extension, the insurance provided herein is excess of such other insurance, whether primary, excess, contingent, or on any other basis. Even though provided on an excess basis, in no event will coverage herein exceed the stated Each Occurrence Limit and will remain subject to the Deductible, if any, shown in the Declarations.

**C. Expected or Intended Injury – Property Damage**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions,** Paragraph a. is deleted in its entirety 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.

**D. Pesticide or Herbicide Applicator Coverage**

With respect to maintenance of the facilities owned or leased to you, **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, f. Pollution,** Paragraph (1)(d) does not apply if the operations meet all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government which apply to those operations. However, Paragraphs (i), (ii), and (iii) apply regardless.

**E. Non-Owned Watercraft**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto Or Watercraft,** Paragraph (2) is amended to read as follows:

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

(a) Less than 58 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.

**F. Personal Property in Your Care, Custody or Control**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage To Property,** Paragraph (4) does not apply.

The most we will pay on behalf of the insured, under this extension is \$5,000 per "occurrence." This limit is included in, and not in addition to the limits shown in the Declarations.

**G. Supplementary Payments**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B,** Items 1.b. and 1.d. are amended as follows:

b. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and

d. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

**H. Employee Indemnification Defense Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is

amended to include the following:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding.

The most we will pay for any "employee" who is directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

## I. Who is An Insured

**SECTION II – WHO IS AN INSURED** is amended as follows:

### 1. Newly Acquired or Formed Organization

If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph **3.a.** is amended to read:

- a. Coverage under this provision is afforded until the end of the policy period;
2. Each of the following is also an insured:
  - a. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
  - b. **Blanket Additional Insureds When Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations.

## J. Duties in the Event of Occurrence, Offense, Claim or Suit

1. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2.a.** the requirement that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense, applies only when the "occurrence" or offense is known to:
  - a. You, if you are an individual;
  - b. A partner, if you are a partnership; or
  - c. An "executive officer" or insurance manager, if you are a corporation.
2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. b.** the requirement that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
  - a. You, if you are an individual;
  - b. A partner, if you are a partnership; or

- c. An "executive officer" or insurance manager, if you are a corporation.

**K. Transfer of Rights of Recovery Against Others To Us**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer of Rights of Recovery Against Others To Us** includes the following clarification:

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

**L. Liberalization**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to include:

**10. Liberalization**

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**M. Unintentional Failure To Disclose Hazards**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to include:

**11. 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.

**N. Bodily Injury – Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph 3. is amended to read:

"Bodily injury":

- a. Means 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.

**O. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

- 1. **SECTION V – DEFINITIONS**, Paragraph 14., Item b. is revised to read:

- b. Malicious prosecution or abuse of process;

- 2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended to include the following:

“Personal and advertising injury” also means discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
  - (1) Any insured; or
  - (2) Any executive officer, director, stockholder, partner or member of the insured; or
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

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

**LIMITED EXCESS MOTORSPORTS,RAP/HIP-HOP,HEAVY METAL,PUNK OR FIGHTING EVENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that this insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of Motor Sports Events or Rap/Hip-Hop, Heavy Metal, or Punk concert Events or Fighting Events unless the entity or person promoting/conducting the Events provides evidence of valid commercial general liability insurance coverage in the amount of at least \$1,000,000 that covers them for their liability to the participants and spectators of the Events and you are named as an additional insured on the policy providing such coverage.

Unintentional error on your part in securing such evidence will not void your coverage in the event of an occurrence involving Motor Sports Events or Rap/Hip-Hop, Heavy Metal, or Punk concert Events or Fighting Events. However, your failure to maintain an adequate system to regularly secure such evidence of insurance will void your coverage in the event of an occurrence involving Motor Sports Events or Rap/Hip-Hop, Heavy Metal, or Punk concert Events or Fighting Events.

It is further understood and agreed that this insurance shall be excess of the insurance of the entity or person promoting/conducting the Events.

It is further understood and agreed that if the promoter/conductor of the Events is you, no coverage applies unless the Event has been specifically endorsed to the policy.

All other terms and conditions of this Policy remain unchanged.



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

**WAIVER & RELEASE SYSTEM AND ACCIDENT MEDICAL WARRANTY AMENDMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that forms PI-AS-002(04/2004)- WAIVER AND RELEASE SYSTEM and PI-AM-057 (12/08) - PARTICIPANT LEGAL LIABILITY - ACCIDENT MEDICAL WARRANTY only apply to participants in amateur athletic activities conducted directly by the insured.

These restrictions do not apply to the following:

1. Public Skating;
2. Participants in amateur athletic activities conducted by third parties;

All other terms and conditions of this Policy remain unchanged.

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

PI-AM-020 (08/06) - CHANGES IN OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

Under SECTION IV - LIQUOR LIABILITY CONDITIONS, Condition 4. Other Insurance is deleted in its entirety and replaced with the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

This insurance shall be excess over any of the other insurance, whether primary, excess contingent or on any other basis.

All other terms and conditions of this Policy remain unchanged.



## PROPOSAL FOR INSURANCE

**Quotation Number:** 10627155

**Proposal Date:** 07/26/2017

**Named Insured and Mailing Address:**

City of Allen Event Center  
305 Century Pkwy  
Allen, TX 75013-8042

**Producer:** 114071

Dean Insurance Group  
5600 Tennyson Pkwy Ste 285  
Plano, TX 75024

**Contact:** Alex Dean

**Phone:** (214)227-9377

**Fax:** (999)999-9999

**Insurer:** Philadelphia Indemnity Insurance Company

**Policy Period From:** 08/19/2017

**To:** 08/19/2018

**Proposal Valid Until:** 08/19/2017

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

**Product:** Professional Sports Package Umbrella

**Submission Type:** Renewal Business

**PHLY Representative:** Goff, Lance R.

**PHLY Representative Phone:** (469) 221-7932

**Email:** Lance.Goff@phly.com

**Underwriter:**

**Kearns, Thomas J.**

**Underwriter Phone:**

**(610) 668-7253**

**Email:** Thomas.Kearns@phly.com

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

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

	<b>PREMIUM</b>
<b>Umbrella Liability Coverage</b>	\$ 13,393.00
<b>TOTAL</b>	<b>\$ 13,393.00</b>

**Bill Plan Options:**

- 25% Down and 9 Installments - Combined premium must be \$6,000 and up
- 25% Down and 5 Installments - Combined premium must be at least \$3,333
- 25% Down and 3 Installments - Combined premium must be at least \$2,000
- 50% Down and 2 Installments - Combined premium must be at least \$2,000
- 12 equal installments available only on Auto Rental/Leasing policies
- Premiums under \$2,000 are Fixed Annual billing

All Bill Plans are subject to a minimum installment of \$500

**The premium shown is subject to the following terms and conditions:**

Any taxes, fees or surcharges included in the total premium shown on the proposal are not subject to installment billing.



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PHLY.com

**Named Insured:** City of Allen Event Center

**Proposal Date:** 07/26/2017  
**Quotation Number:** 10627155

The producer placing this policy may receive commission and additional underwriting profit share incentives. These incentives are based on the underwriting performance of this producer's book of business. Any questions about the nature of this compensation should be directed to the producer.

In order to complete the underwriting process, we require that you send us the additional information requested in the "conditions" section of this proposal. We are not required to bind coverage prior to our receipt, review and underwriting approval, of said additional information. However, if we do bind coverage, it shall be for a temporary period of not more than 30 days. Such temporary binding of coverage shall be void ab initio ("from the beginning") if we have not received, reviewed and approved in writing such materials within 15 days from the effective date of the temporary binder. This 30 day temporary conditional binder may be extended only in writing signed by the Insurer. Payment of premium shall not operate to extend the binding period or nullify the automatic voiding as described above.

This quotation is strictly conditioned upon no material change in the risk occurring between the date of this proposal and the inception date of the proposed policy (including any claim or notice of circumstances that which may reasonably expected to give rise to a claim under any policy of which the policy being proposed by this letter is a renewal or replacement). In the event of such change in risk, the Insurer may in its sole discretion, whether or not this quotation has been already accepted by the Insured, modify and/or withdraw this quotation.

Subject to the terms and conditions outlined above and prior to the quote expiration date, this quote may be bound by signing and dating below and by initialing, on the previous page, the option to be bound. This form will then act as the binder of coverage for 30 days from the date signed and may be distinguished by the Quotation number on page 1. This binder is only valid for 30 days.

**No coverage is afforded or implied unless shown in this proposal.**

**This proposal does not constitute a binder of insurance.**

**This proposal is strictly limited to the terms and conditions herein. Any other coverage extensions, deletions or changes requested in the submission are hereby rejected.**

\_\_\_\_\_  
Signature of Authorized Insurance Representative

\_\_\_\_\_  
Date



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**PHILADELPHIA INSURANCE COMPANIES  
 DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE REJECTION OPTION**

Terrorism Premium (Certified Acts) \$ <u>          0          </u>
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You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term “act of terrorism” means any act 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 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, 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. 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 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 IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

**We will issue (or have issued) your policy with terrorism coverage unless you decline by placing an “X” in the box below.**

**NOTE:** You will want to check with entities that have an interest in your organization as they may require that you maintain terrorism coverage (e.g. mortgagees).

	<p><b>I decline to purchase terrorism coverage. I understand that I will have no coverage for losses arising from ‘certified’ acts of terrorism, EXCEPT as noted above.</b></p>
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**You, as the Insured, have 30 days after receipt of this notice to consider the selection/rejection of "terrorism" coverage. After this 30 day period, any request for selection or rejection of terrorism coverage WILL NOT be honored.**

**REQUIRED IN GA – LIMITATION ON PAYMENT OF TERRORISM LOSSES** (applies to policies which cover terrorism losses insured under the federal program, including those which only cover fire losses):

The provisions of the Terrorism Risk Insurance Act, as amended, can limit our maximum liability for payment of losses from certified acts of terrorism. That determination will be based on a formula set forth in the law involving the national total of federally insured terrorism losses in an annual period and individual insurer participation in payment of such losses. If one or more certified acts of terrorism in an annual period causes the maximum liability for payment of losses from certified acts of terrorism to be reached, and we have satisfied our required level of payments under the law, then we will not pay for the portion of such losses above that maximum. However, that is subject to possible change at that time, as Congress may, under the Act, determine that payments above the cap will be made.

NAMED INSURED: City of Allen Event Center

INSURED'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Named Insured:** City of Allen Event Center

**Proposal Date:** 07/26/2017  
**Quotation Number:** 10627155

## FORM SCHEDULE

Form	Edition	Description
Recurring Payment Flyer	1212	Recurring Payment Flyer
BJP-190-1	1298	Commercial Lines Policy Jacket
PI-Notice TX	0113	Important Notice
PP2015	0615	Privacy Policy Notice
PI-CXL-TX-NOTICE 1	0113	Asbestos Exclusion Disclosure Notice
PI-CXL-TX-NOTICE 2	1014	Lead Liability Exclusion Disclosure Notice
PI-CXL-002	0413	Commercial Umbrella Liability Ins Policy Declarations
PI-CXL-001	0314	Commercial Umbrella Liability Insurance Policy
PI-CXL-004	0912	Directors And Officers Liability Exclusion
PI-CXL-006	0912	Employers Liability (Stop Gap) Exclusion
PI-CXL-007 TX	1212	Abuse Or Molestation Exclusion
PI-CXL-008 TX	0616	Automobile Coverage Exclusion
PI-CXL-014	0912	Subsidence Exclusion
PI-CXL-032	0912	Fungi Or Bacteria Exclusion
PI-CXL-039	0115	Cap On Losses From Certified Acts Of Terrorism
PI-CXL-042	0516	Liquor Liability Coverage Sublimit [Aggregate Limit: 5,000,000] [Each Common Cause Limit: 5,000,000]
PI-CXL-068	0912	Employee Benefits Liability Exclusion
PI-CXL-075	0314	Lead Liability Exclusion
PI-CXL-088	0314	Access Or Disclosure Of Confidential Info W/Exception
PI-CXL-099	0116	Recording And Distribution Of Material Or Information
PI-CXL-TX 1	1212	Texas Changes
PI-CXL-TX 2	1212	Texas Changes - Cancellation And Nonrenewal Provisions
PI-UMTER-DN	0115	Disclosure Notice Of Terrorism Ins Cov Rejection Opt



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**Named Insured:** City of Allen Event Center

**Proposal Date:** 07/26/2017  
**Quotation Number:** 10627155

**UMBRELLA LIABILITY**

**Total: \$ 13,393.00**

**Includes Total Taxes of: Not Applicable**

**LIMITS OF INSURANCE**

EACH OCCURRENCE LIMIT (LIABILITY COVERAGE)	\$ 5,000,000	
PERSONAL & ADVERTISING INJURY LIMIT	\$ 5,000,000	Any one person or organization
PRODUCTS COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 5,000,000	
GENERAL AGGREGATE LIMIT (LIABILITY COVERAGE) (except with respect to Auto Liability and Products Completed Operations)	\$ 5,000,000	

**RETAINED LIMIT**

RETAINED LIMIT: \$ 10,000





**SCHEDULE OF UNDERLYING INSURANCE**

**Employers' Liability**

Company:

Policy Number:

Policy Period:

Minimum Applicable Limits

Bodily injury by accident	\$	Each Accident
Bodily injury by disease	\$	Each Employee
Bodily injury by disease	\$	Policy Limit

**Commercial General Liability**

Occurrence

Claims-Made

Company: Philadelphia Indemnity Insurance Company

Policy Number:

Policy Period: 08/19/2017 08/19/2018

Retroactive Date: Not Applicable

Minimum Applicable Limits:

General Aggregate	\$	3,000,000
Products-Completed Operations Aggregate	\$	3,000,000
Personal And Advertising Injury	\$	1,000,000
Each Occurrence	\$	1,000,000

**Commercial Auto Liability**

Company:

Policy Number:

Policy Period:

Minimum Applicable Limits

Garage Aggregate Limit For Other Than Autos (if applicable)	\$
Each Accident	\$

**Professional Liability**

Occurrence

Claims-Made

Company:

Policy Number:

Policy Period:

Retroactive Date:

Minimum Applicable Limits

\$  
\$



**Employee Benefits Liability**

Occurrence

Claims-Made

Company:

Policy Number:

Policy Period:

Retroactive Date:

Minimum Applicable Limits

\$

\$

**Abuse or Molestation**

Occurrence

Claims-Made

Company:

Policy Number:

Policy Period:

Retroactive Date:

Minimum Applicable Limits

\$

\$

**Directors & Officers Liability**

Occurrence

Claims-Made

Company:

Policy Number:

Policy Period:

Retroactive Date:

Minimum Applicable Limits

\$

\$

**Liquor Liability**

Occurrence

Claims-Made

Company: **Philadelphia Indemnity Insurance Company**

Policy Number:

Policy Period: **08/19/2017 08/19/2018**

Retroactive Date: **Not Applicable**

Minimum Applicable Limits

**Each Occurrence** \$ **1,000,000**

**Aggregate** \$ **1,000,000**



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**Watercraft Liability**

Occurrence

Claims-Made

Company:

Policy Number:

Policy Period:

Retroactive Date:

Minimum Applicable Limits

\$

\$

**Other Coverages Not Included in Above**

Occurrence

Claims-Made

Company:

Policy Number:

Policy Period:

Retroactive Date:

Minimum Applicable Limits

\$

\$



**PHILADELPHIA**  
**INSURANCE COMPANIES**

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### **Taxes, Surcharges, and Fees Notice**

\*Note: The above proposal may not account for local taxes, Surcharges, and/or fees mandated by the State in which you/your business operate(s). The final policy will include a description of how local taxes, surcharges and fees, if applicable, have been allocated as determined by the risk location. Please contact a PHLY representative if you have any questions.

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

**EMPLOYERS' LIABILITY (STOP GAP) EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA LIABILITY INSURANCE POLICY**

**SECTION I – COVERAGES, 3. Exclusions** is amended to include the following additional exclusion:

This insurance does not apply to any liability for "bodily injury," disability or shock, including death at any time resulting from any of these, and, if arising out of the foregoing mental anguish or mental injury sustained by:

1. An "employee" of the insured arising out of and in the course of employment by the insured; or
2. The spouse, child, parent, brother or sister of that "employee" as a consequence of 1. above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

**ABUSE OR MOLESTATION EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA LIABILITY INSURANCE POLICY**

**SECTION I – COVERAGES, 3. Exclusions** is amended to include the following additional exclusion:

This insurance does not apply to any liability, damage, loss, cost or expense arising out of:

1. The actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of any insured;
2. The negligent:
  - a. Employment;
  - b. Investigation;
  - c. Supervision;
  - d. Reporting to proper authorities, or failure to so report; or
  - e. Retention;of a person for whom any insured is or ever was legally responsible or for whom any insured may have assumed the liability; and whose conduct would be excluded by 1. above; or
3. Any applicable coverage provided in the “underlying insurance.”

For the purposes of this endorsement, abuse means an act which is committed with the intent to cause harm.

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

**AUTOMOBILE COVERAGE EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA LIABILITY INSURANCE POLICY**

**SECTION I – COVERAGES, 3. Exclusions, h. Auto Coverages**, is deleted in its entirety and replaced with the following:

This insurance does not apply to any liability, damage, loss, cost or expense arising out of:

- (1) the ownership, operation, maintenance, use, "loading or unloading" or entrustment to others of an "auto" when coverage is not included in any "underlying insurance;" and
- (2) any first party physical damage coverage; no-fault law; personal injury protection or auto medical payment coverage; or uninsured or underinsured motorist law.

In addition, any other auto liability exclusions contained in the applicable "underlying insurance" shown in the Schedule of Underlying shall apply.

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

**SUBSIDENCE EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA LIABILITY INSURANCE POLICY**

**SECTION I – COVERAGES, 3. Exclusions** is amended to include the following additional exclusion:

This insurance does not apply to any liability, damage, loss, cost or expense, whether direct or indirect, arising out of, caused by, resulting from, contributed to or aggravated by the subsidence of land, including any: settling, expansion, sinking, slipping, falling away, tilting, caving in, shifting, eroding, mud flow, rising, or any other movement of land or earth if any of the foregoing emanate from the operations of the insured or any other person for whose acts the insured is legally liable.



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

**FUNGI OR BACTERIA EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA LIABILITY INSURANCE POLICY**

**A. SECTION I – COVERAGES, 3. Exclusions** is amended to include the following additional exclusion:

This insurance does not apply to:

**Fungi or Bacteria**

1. "Bodily injury," "property damage," or "personal and advertising injury" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
2. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

**B. SECTION V – DEFINITIONS** is amended to include the following additional definition:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

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

**LIQUOR LIABILITY COVERAGE SUBLIMIT**

**Schedule**

**LIQUOR LIABILITY COVERAGE SUBLIMITS:**

<b>Each Common Cause Limit</b>	<b>\$ 5,000,000</b>
<b>Aggregate Limit</b>	<b>\$ 5,000,000</b>

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA LIABILITY INSURANCE POLICY**

This policy is intended to include Liquor Liability Coverage, but only with the limits set forth in the Schedule above. These limits are included within, and not excess of, nor in addition to the Limits of Insurance stated in the Declarations.

The Liquor Liability Coverage provided will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance" shown in the Schedule of Underlying Insurance unless otherwise directed by this policy, or an endorsement to this policy.

To the extent such provisions differ or conflict, the provisions of this policy will apply. However, the coverage provided under this policy will not be broader than that provided by the applicable "underlying insurance."

Any per location or per project aggregate limit of insurance that is extended in the applicable "underlying insurance" shown in the Schedule of Underlying Insurance will not apply to the coverage provided by this endorsement.

All other terms and conditions of this policy remain unchanged.

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

**EMPLOYEE BENEFITS LIABILITY EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA LIABILITY INSURANCE POLICY**

**A. SECTION I – COVERAGES, 3. Exclusions** is amended to include the following additional exclusion:

This insurance does not apply to any liability, damage, loss, cost or expense arising out of an act, error or omission committed in the “administration” of your “employee benefit program.”

**B. SECTION V – DEFINITIONS** is amended to include the following additional definitions:

1. “Administration” means:
  - a. Providing information to “employees,” including their dependents and beneficiaries, with respect to eligibility for or scope of “employee benefit programs”;
  - b. Handling records in connection with the “employee benefit program”; or
  - c. Effecting, continuing or terminating any “employee’s” participation in any benefit included in the “employee benefit program.”
2. “Cafeteria plan” means plans authorized by applicable law to allow “employees” to elect to pay for certain benefits with pre-tax dollars.
3. “Employee benefit program” means a program providing some or all of the following benefits to “employees,” whether provided through a “cafeteria plan” or otherwise:
  - a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts;
  - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans;
  - c. Unemployment insurance, social security benefits, workers’ compensation and disability benefits;
  - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family and civil leave; tuition assistance plans; transportation and health club subsidies; and
  - e. Any other similar benefits.

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

**LEAD LIABILITY EXCLUSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA LIABILITY INSURANCE POLICY**

**SECTION I – COVERAGES, 3. Exclusions** is amended to include the following additional exclusion:

This insurance does not apply to any liability, damage, loss, cost or expense arising out of:

- a. Exposure to or existence of lead, paint containing lead, or any other material or substance containing lead;
- b. Manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of lead, paint containing lead, or any other material or substance containing lead;

Whether or not the lead is or was at any time airborne as a particulate, contained in a product ingested, inhaled, transmitted in any fashion, or found in any form whatsoever.

- c. Any request, demand or order that any insured or others test for, monitor, clean up, remove, abate, contain, treat or neutralize lead, paint containing lead, or any other substance or material containing lead, or in any way respond to, or assess the effects of lead; or
- d. Any claim or “suit” related to, testing for, monitoring, cleaning up, removing, abating, containing, treating or neutralizing lead, paint containing lead, or any other substance or material containing lead or in any way responding to or assessing the effects of lead.