



## LIQUOR LIABILITY Designated Premises

Refer to the Declarations if information is not shown on this form.  
This endorsement is subject to the *terms* contained in *your* policy.

### SCHEDULE

Designated premises:

Limits Of Liability

\$ \_\_\_\_\_ Each Common Cause

\$ \_\_\_\_\_ Aggregate

### WHAT WE PAY FOR

The following coverage is added to Coverage L-*Bodily Injury* And *Property Damage*.

1. *We* pay those sums when the *insured* is legally obligated to pay damages because of *bodily injury* or *property damage* arising out of the selling, serving or providing of any alcoholic beverage on:
  - a. The designated premises shown in the Schedule; or
  - b. Any premises acquired by *you* during the policy period used for selling, serving or providing alcoholic beverages if *you*:
    - 1) Notify *us* within 30 days after such acquisition; and
    - 2) Have no other valid and collectible insurance applicable to the loss.

### WHAT WE DO NOT PAY FOR

The following exclusions apply to Liquor Liability.

1. The Coverage L exclusions apply to Liquor Liability, except:
  - a. The exclusion titled **Liquor** does not apply.
  - b. The exclusion titled **Employer's Liability** is deleted and replaced by the following:
    - 1) **Employer's Liability-Bodily injury** to:
      - a) Any *employee* of the *insured* arising out of and in the course of their employment by the *insured*;
      - b) Any *employee* of the *insured* arising out of and in the course of performing duties related to the conduct of the *insured's business*; or
      - c) A spouse, child, parent, or sibling of such *employee* as a consequence of a) or b) above.This exclusion applies to all claims and *suits* by any person or organization for damages whether the *insured* may be liable as an employer or in any other capacity because of *bodily injury*, including damages for care and loss of services, and to any obligation of the *insured* to indemnify or contribute with another because of damages arising out of such injury.
2. *We* do not pay for:
  - a. *Bodily injury* or *property damage* arising out of any alcoholic beverage sold, served or provided while any license required by law, is suspended or after such license expires, is canceled or revoked.
  - b. *Bodily injury* or *property damage* arising out of *your product*.

This exclusion does not apply to *bodily injury* or *property damage* to which the *insured* or the *insured's* indemnitees is liable, if that liability is imposed by reason of the selling, serving or providing of any alcoholic beverage:

    - 1) In violation of any statute, ordinance or regulation;

- 2) To a person under the legal drinking age;
  - 3) To a person under the influence of alcohol; or
  - 4) Which causes or contributes to the intoxication of any person.
- c. ***Bodily injury*** or ***property damage*** which is covered by other insurance or would be covered if not for the exhaustion of the limits of the other insurance.
- This exclusion does not apply if the other insurance responds to liability for ***bodily injury*** or ***property damage*** imposed on the ***insured*** by reason of the selling, serving or providing of any alcoholic beverage.

## **HOW MUCH WE PAY FOR LOSS OR CLAIM**

This section is in addition to all applicable provisions of How Much ***We*** Pay For Loss Or Claim in ***your*** policy. Settlement of Liquor Liability losses covered by this endorsement will be made in accordance with the following provisions:

1. The Aggregate limit of liability shown in the Schedule is the most ***we*** pay for damages during a policy period for Liquor Liability.
2. The Each Common Cause limit of liability shown in the Schedule, subject to 1. above, is the most ***we*** pay for damages for Liquor Liability sustained by one or more persons as the result of the selling, serving or providing of any alcoholic beverage to any one person.
3. The Limits Of Liability specified in the Schedule are in addition to, and will not reduce, the Coverage L limits of liability.

All other ***terms*** and conditions remain unchanged.