

**Hospitality Mutual Insurance Company**

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

**EXCLUSION – LEAD LIABILITY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to **Section I – Coverages, Coverage A – Bodily Injury and Property Damage Liability, 2. Exclusions; Section I – Coverages, Coverage B – Personal And Advertising Injury Liability, 2. Exclusions; and Section I – Coverages, Coverage C – Medical Payments, 2. Exclusions:**

This insurance does not apply to “bodily injury”, “property damage”, “personal and advertising injury”, “medical payments” or any other loss, cost or expense:

- (1) caused by, related to, arising out of or in any way connected to the actual, alleged, suspected or threatened exposure to, presence or existence of, or ingestion, inhalation or absorption of lead in any form or quantity; or
- (2) arising out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate or dispose of, or in any way respond to, or assess the effects of lead in any form; or
- (3) arising out of any claim or "suit" by or on behalf of a governmental authority for damages because of 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 lead in any form.

This exclusion does not apply to any dwelling exposure.

All other terms and conditions of this policy shall remain unchanged.

**Hospitality Mutual Insurance Company**

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**EXCLUSION – ASBESTOS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to **Section I – Coverages, Coverage A – Bodily Injury and Property Damage Liability, 2. Exclusions; Section I – Coverages, Coverage B – Personal And Advertising Injury Liability, 2. Exclusions; and Section I – Coverages, Coverage C – Medical Payments, 2. Exclusions:**

This insurance does not apply to “bodily injury”, “property damage”, “personal and advertising injury”, “medical payments” or any other loss, cost or expense:

- (1) caused by, related to, arising out of or in any way connected to the actual, alleged, suspected or threatened exposure to, presence or existence of, or ingestion, inhalation or absorption of asbestos in any form or quantity; or
- (2) arising out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate or dispose of, or in any way respond to, or assess the effects of asbestos in any form; or
- (3) arising out of any claim or "suit" by or on behalf of a governmental authority for damages because of 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 asbestos in any form.

As used in this exclusion, asbestos includes but is not limited to any substance, regardless of its form or state, containing asbestos.

All other terms and conditions of this policy shall remain unchanged.

**Hospitality Mutual Insurance Company**

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**EXCLUSION – CONTRACTORS, SUBCONTRACTORS AND ENTERTAINERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to **Section I – Coverages, Coverage A – Bodily Injury and Property Damage Liability, 2. Exclusions; Section I – Coverages, Coverage B – Personal And Advertising Injury Liability, 2. Exclusions; and Section I – Coverages, Coverage C – Medical Payments, 2. Exclusions:**

This insurance does not apply to “bodily injury”, “property damage”, “personal and advertising injury”, “medical payments” or any other loss, cost or expense arising out of:

- (1) operations performed, acts or omissions by any independent contractor, subcontractor or any “employee” of any contractor or subcontractor.

Operations performed include security, door person, crowd control, entertainers of any kind or promoters of any kind.

This exclusion applies whether the insured may be liable as an employer or in any other capacity.

All other terms and conditions of this policy shall remain unchanged.

**Hospitality Mutual Insurance Company**

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

**EXCLUSION – INFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK OR TRADE SECRETS - REVISED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**Section I – Coverages, Coverage B – Personal And Advertising Injury Liability, 2. Exclusions, i. Infringement Of Copyright, Patent, Trademark or Trade Secret** is replaced by the following:

**i. Infringement Of Copyright, Patent, Trademark or Trade Secret**

This insurance does not apply to any loss, cost or expense arising out of or in any way connected to the theft, misappropriation, misuse, violation, infringement or contributory infringement to any form of intellectual property, including but not limited to:

- (1) Copyright, slogan or title;
- (2) Patent;
- (3) Trademark, service mark, collective mark, or certification mark, including without limitation any word, name, symbol, device or any combination thereof used to identify or distinguish the origin of a good, product or service;
- (4) Trade secret;
- (5) Trade dress including without limitation, any shape, color, design or appearance used to distinguish the origin of a good, product or service;
- (6) False designation of the origin of a good, product or service;
- (7) The right of privacy;
- (8) The use of another's advertising idea in your "advertisement";
- (9) Any unauthorized use of a person's image or identity;
- (10) Reputation;
- (11) Actual or alleged failure to pay any royalties, fees, commissions or charges; or
- (12) Any other intellectual property rights recognized or implied by law.

All other terms and conditions of this policy shall remain unchanged.

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

## **COMMUNICABLE DISEASE EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

**2. Exclusions**

This insurance does not apply to:

**Communicable Disease**

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

**B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Communicable Disease**

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

# U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.