LIQUOR LIABILITY

Refer to the Supplemental Declarations if information is not shown on this form.
~~For an additional premium, *we*~~*We* provide coverage under this endorsement subject to the ***terms*** contained in the ~~General~~ Liability ~~Coverage~~coverage.

This endorsement forms a part of the policy identified below:

Policy No. _____.

Named Insured _____.

Designated *Insured Premises*:

_____
_____
_____
_____
_____
_____
_____
_____

HOW MUCH WE PAY FOR LOSS OR CLAIM FOR LIQUOR LIABILITY

The Limits of Liability stated in the Declarations for Coverage L do not apply to LIQUOR LIABILITY.
The Limits of Liability for LIQUOR LIABILITY are shown below.

$ _____	each claim
$ _____	each common cause

Regardless of the number of ***insureds*** under this insurance, ***our*** liability is limited as follows:

The limit of liability stated above is the limit of ***our*** liability for all ***damages*** because of each covered claim or ***suit*** ~~covered~~. ***Our*** total liability for all ***damages*** sustained by two or more persons as the result of the selling, serving or giving of any alcoholic beverage ~~to any one person~~ shall not exceed the limit of liability stated in the schedule as applicable to "each common cause".

ADDITIONAL DEFINITIONS

The following definitions apply to liquor liability:

1. ***damages*** means all ***damages***, including liability for death, care, loss of services, loss of support, or loss of use of property which are payable because of injury to which this insurance applies.
2. ***insured premises*** means:
   a. the premises designated in this endorsement;
   b. any premises the ***named insured*** acquires during the policy period which are used for manufacturing, distributing, selling, serving or giving alcoholic beverages if:
      1) the ***named insured*** notifies ***us*** within 30 days after such acquisition; and
      2) the ***named insured*** has no other valid and collectible insurance applicable to the loss.

WHAT *WE* PAY FOR

We will pay on behalf of the ***insured*** all sums, up to the limits of liability ~~for Liquor Liability~~, which the ***insured*** ~~shall become~~ is legally obligated to pay as ***damages*** because of injury ~~to which this insurance applies,~~ sustained by any person ~~if such~~. The liability ~~is~~ must be imposed ~~up~~on the ***insured*** by reason of the selling, serving or giving of any alcoholic beverage at or from the ***insured premises***. ***We*** shall have the right and duty to defend any ***suit*** against the ***insured*** seeking such ***damages***, even if any of the allegations of the ***suit*** are groundless, false or fraudulent~~,~~. ***We*** may investigate and ~~may make such investigation and settlement of~~settle any claim or ***suit*** that ***we*** decide is appropriate. ***We*** ~~shall~~ are not ~~be~~ obligated to pay any claim or judgment or to defend any ***suit*** after ***our*** applicable limit of liability has been exhausted by payment of judgments or settlements.

WHAT *WE* DO NOT PAY FOR

The following exclusions are added to the EXCLUSIONS section of the ~~General~~ Liability ~~Coverage~~coverage.
Liquor Liability coverage DOES NOT APPLY to:

~~(a)~~1. injury arising out of any alcoholic beverage sold, served or given while any license required by law, is suspended or after such license expires, is canceled or revoked;

~~(b)~~2. ***bodily injury*** and/or ***property damage*** arising out of the ***named insured's products*** or reliance upon a representation or warranty made at any time with respect to the ***named insured's products***. ~~BUT this~~This exclusion DOES NOT APPLY to ***bodily injury*** and/or ***property damage*** ~~for~~ to which the ***insured***, or others for whom coverage is extended ~~may be held~~, is liable if ~~such~~that liability is imposed by reason of the selling, serving or giving of any alcoholic beverage:

~~(1)~~a.

i

n violation of any statute, ordinance or regulation;

~~(2)~~b.

t

o a minor;

~~(3)~~c.

t

o a person under the influence of alcohol; or

~~(4)~~d.

which causes or contributes to the intoxication of any person; or

~~(c)~~3. injury which is covered by other insurance or would be covered if not for the exhaustion of the limits of the other insurance.

~~**DEFINITIONS** The following definitions apply to Liquor Liability;~~

~~When used in reference to Liquor Liability, "***damages***" means all damages, including damages for death, care, loss of services, loss of support, or loss of use of property, which are payable because of injury to which this insurance applies.~~

~~When used in reference to Liquor Liability, (including endorsements forming a part of this policy), "***insured premises***" means:~~

~~(a) the premises designated in this endorsement;~~

~~(b) any premises which the ***named insured*** acquires during the policy period for use in manufacturing, distributing, selling, serving or giving alcoholic beverages if:~~

~~(1) the ***named insured*** notifies ***us*** within 30 days after such acquisition; and~~

~~(2) the ***named insured*** has no other valid and collectible insurance applicable to the loss.~~