# LIQUOR LIABILITY
## Designated Premises

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

### SCHEDULE

~~**Designated *Insured Premises*:**~~
Designated premises:

Limits Of Liability ~~Coverage.~~
~~This endorsement forms a part of the policy identified below:~~

~~Policy No. _____.~~

~~***Named Insured*** _____.~~

$ _____ Each Common Cause
$ _____ Aggregate

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 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".~~

**WHAT *WE* PAY FOR**

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

1. ***We*** ~~will~~ pay ~~on behalf of~~those sums when 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 ***bodily injury*** ~~to which this insurance applies, sustained by any person if such liability is imposed upon the *insured* by reason of the~~ or ***property damage*** arising out of the selling, serving or ~~giving~~providing of any alcoholic beverage ~~at or from the *insured*~~ on:
   a. The designated 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~~ shown in the Schedule; or ~~fraudulent, and may make such investigation and settlement of any claim~~
   b. Any premises acquired by ***you*** during the policy period used for selling, serving or ~~*suit* that *we* decide is~~


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appropriate. *We* shall not be obligated to pay any claim or judgment or to defend any *suit*providing alcoholic beverages if ***you***:

1) Notify ***us*** within 30 days after *our* such acquisition; and
2) Have no other valid and collectible insurance applicable limit of liability has been exhausted by payment of judgments or settlements.to the loss.

## WHAT *WE* DO NOT PAY FOR

The following exclusions are addedapply to the EXCLUSIONS section of the GeneralLiquor Liability Coverage..

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** coverage DOES NOT APPLY to:is deleted and replaced by the following:

(a) 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 givenprovided while any license required by law, is suspended or after such license expires, is canceled or revoked:.

(b) ***bodily***. ***Bodily injury*** 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***your product***.

This exclusion DOES NOT APPLYdoes not apply to ***bodily injury*** or ***property damage*** forto which the ***insured*** or others for whom coveragethe ***insured's*** indemnitees is extended may be held liable, if suchthat liability is imposed by reason of the selling, serving or givingproviding of any alcoholic beverage:

(1) inIn violation of any statute, ordinance or regulation;
(2) toTo a minorperson under the legal drinking age;
(3) toTo a person under the influence of alcohol; or
(4) whichWhich 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.

**DEFINITIONS** The following definitions **This exclusion does not 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 if the other insurance applies.

When used in reference to Liquor Liability, (including endorsements forming a part of this policy), "responds to liability for ***bodily injury*** or ***property damage*** imposed on the ***insured*** ***premises***" means:

(a) the premises designated in this endorsement;

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

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

(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.

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.


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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. Payments made under Liquor Liability, as stated in 1. above, will reduce the Coverage L aggregate limit of liability. Payments made under Liquor Liability, as stated in 2. above, will reduce the Coverage L each ***occurrence*** limit of liability.

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


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