LIQUOR LIABILITY
Designated Premises

Refer to the Supplemental Declarations if information is not shown on this form.
We provide coverage under thisThis endorsement is subject to the ***terms*** contained in the***your*** policy.

This endorsement forms a part of the policy identified below:

Policy No. _____.

Named Insured _____.

SCHEDULE

Designated ***Insured Premises:*** 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.

Limits Of Liability coverage.
$ _____ Each Common Cause each claim
$ _____ Aggregate 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. 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 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

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

1. ***We*** will pay on behalf of the ***insured*** allthose sums, up to the limits of liability, which when the ***insured*** is legally obligated to pay as damages because of ***bodily injury*** sustained by any person. The liability must be imposed on

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~~the ***insured*** by reason~~or ***property damage*** arising out of the selling, serving or ~~giving~~ providing of any alcoholic beverage on ~~at or from the ***insured***~~:

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 or fraudulent. ***We*** may investigate and settle any claim~~ shown in the Schedule; or ***suit*** that ***we*** decide is appropriate. ***We*** are not obligated to pay any claim

b. Any premises acquired by ***you*** during the policy period used for selling, serving 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 added~~apply to ~~the EXCLUSIONS section of the~~Liquor Liability ~~coverage.~~.

1. The Coverage L exclusions apply to Liquor Liability ~~coverage DOES NOT APPLY to~~, 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*** 1. ***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 ~~given~~provided while any license required by law, is suspended or after such license expires, is canceled or revoked~~;~~.
   ~~2. ***bodily***~~ b. ***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***.~~ ***your product***.

   This exclusion ~~DOES NOT APPLY~~does not apply to ***bodily injury*** ~~and/~~or ***property damage*** to which the ***insured***~~, or others for whom coverage is extended,~~ or the ***insured's*** indemnitees is liable, if that liability is imposed by reason of the selling, serving or ~~giving~~providing of any alcoholic beverage:

   ~~a. in~~ 1) In violation of any statute, ordinance or regulation;

   2) To a person under the legal drinking age;

   3) To ~~to a minor; c. to~~ a person under the influence of alcohol; or

   ~~d. which~~ 4) Which causes or contributes to the intoxication of any person~~; or~~.

   ~~3.~~ 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 ~~FOR LIQUOR LIABILITY~~

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

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 ~~stated above~~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 ~~***our*** liability for all ***damages*** because of each covered claim or ***suit***. ***Our*** total liability for all~~liability shown in the Schedule, subject to 1. above, is the most ***we*** pay for damages for Liquor Liability sustained by ~~two~~one or more persons as the result of the selling, serving or ~~giving~~providing of any

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alcoholic beverage ~~shall not exceed~~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 ~~the schedule as applicable to "each common cause".~~2. above, will reduce the Coverage L each o***ccurrence*** limit of liability.

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

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