# ENDORSEMENT

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

This endorsement, effective 12:01 A.M.,

Forms a part of Policy No.:

LIMITED COVERAGE - NEURODEGENERATIVE INJURY TO SPECIFIED PLAYERS FOR SPORTS OR ATHLETIC ACTIVITIES

# NOTICE: THE LIMITS OF INSURANCE AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED AS SUPPLEMENTARY PAYMENTS AS DEFINED IN THIS ENDORSEMENT

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE FORM

## Schedule

|  |  |
| --- | --- |
| **Limits of Insurance** | |
| Neurodegenerative Injury Aggregate |  |
| Neurodegenerative Injury Each Occurrence |  |
| Neurodegenerative Injury Supplementary Payments Aggregate |  |
| Neurodegenerative Injury Supplementary Payments Each Occurrence |  |
| These Neurodegenerative Injury Limits of Insurance, other than prejudgment and post-judgment interest, are subject to the General Aggregate Limit of Insurance on the Member Certificate. | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

1. Additional Exclusions
   1. The following is added to **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND**

**PROPERTY DAMAGE LIABILITY**, paragraph **2. EXCLUSIONS**:

This insurance does not apply to:

“Bodily injury” to a “specified player”.

* 1. The following is added to **SECTION I - COVERAGES, COVERAGE C - MEDICAL PAYMENTS**,

paragraph **2. EXCLUSIONS**:

We will not pay expenses for “bodily injury” to a “specified player”.

1. The following is added to **SECTION I - COVERAGES:**

## Limited Coverage - Neurodegenerative Injury to Specified Players for Sports or Athletic Activities

1. **Insuring Agreement**
   1. We will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury” involving “neurodegenerative injury” to ”specified players” caused by sports or athletic activities to which this insurance applies. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages for “bodily injury” involving “neurodegenerative injury” to “specified players” caused by sports or athletic activities to which this insurance does not apply. We may, at our discretion, investigate any “occurrence” and settle any claim or “suit” that may result. But:
      1. The amount we will pay for damages and/or Supplementary Payments is limited as described in Section lll and this endorsement; and
      2. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of:
         1. judgments or settlements under Coverages **A** or **B**;
         2. judgments or settlements under any Coverage Section added by an endorsement to this policy;
         3. medical expenses under Coverage **C**; or
         4. judgment, settlements and/or Supplementary Payments, other than prejudgment or post judgment interest, under this Limited Coverage - Neurodegenerative Injury to Specified Players for Sports or Athletic Activities.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**, which also applies to the coverage provided under this endorsement.

* 1. This insurance applies to "bodily injury" involving “neurodegenerative injury” to “specified players” caused by sports or athletic activities only if:
     1. The "bodily injury" involving “neurodegenerative injury” to “specified players” caused by sports or athletic activities is caused by an "occurrence" that takes place in the "coverage territory";
     2. The "bodily injury" involving “neurodegenerative injury” to “specified players” caused by sports or athletic activities occurs during the policy period; and
     3. Prior to the policy period, no insured listed under Paragraph 1. of **SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" involving “neurodegenerative injury” to “specified players” caused by sports or athletic activities had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" involving “neurodegenerative injury” to “specified players” caused by sports or athletic activities occurred, then any continuation, change or resumption of such "bodily injury" involving “neurodegenerative injury” to “specified players” caused by sports or athletic activities during or after the policy period will be deemed to have been known prior to the policy period.
  2. "Bodily injury" involving “neurodegenerative injury” to “specified players” caused by sports or athletic activities which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" involving “neurodegenerative injury” to “specified players” caused by sports or athletic activities after the end of the policy period.
  3. "Bodily injury" involving “neurodegenerative injury” to “specified players” caused by sports or athletic activities will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph1.of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
     1. Reports all, or any part, of the "bodily injury" involving “neurodegenerative injury” to “specified players” caused by sports or athletic activities to us or any other insurer;
     2. Receives a written or verbal demand or claim for damages because of the "bodily injury" involving “neurodegenerative injury” to “specified players” caused by sports or athletic activities; or
     3. Becomes aware by any other means that "bodily injury" involving “neurodegenerative injury” to “specified players” caused by sports or athletic activities has occurred or has begun to occur.
  4. Damages because of "bodily injury" involving “neurodegenerative injury” to “specified players” caused by sports or athletic activities include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
  5. All “bodily injury” involving “neurodegenerative injury” to “specified players” caused by a sport or athletic activity qualifies as one “occurrence.”
  6. In the event of continuous, progressive or repeated “bodily injury” involving “neurodegenerative injury” to “specified players” caused by sports or athletic activities over any length of time, the “bodily injury” shall be deemed to occur on the first date of the sports or athletic activitiesgiving rise to such “bodily injury.”
  7. You submit to us a written diagnosis by a licensed physician of the “bodily injury” involving “neurodegenerative injury” to “specified players” caused by sports or athletic activities. Such written diagnosis must have been made at the time the “bodily injury” involving “neurodegenerative injury” to “specified players” caused by sports or athletic activities first occurs.

## Exclusions

This insurance does not apply to:

* 1. “Bodily injury” that is excluded under **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** paragraph **2. EXCLUSIONS,** Subparagraphs **a., b., c., d., e., f., g., h., i.,** and **o.**
  2. A claim or “suit” brought against any “specified player” in a sports or athletic activity seeking damages for any actual or alleged injury to another such “specified player”. However, this exclusion does not apply to claims or “suits” brought against you or any additional insureds who have been endorsed onto this policy. No “specified player” shall be considered an insured for the purpose of this exclusion.
  3. “Bodily injury” involving anyone who is not a “specified player”.

1. With respect to **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and

**COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**, Subparagraph **1.a.(2)** of each

Coverage is deleted in its entirety and replaced with the following:

1. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of:
   1. judgments or settlements under Coverages **A** or **B**;
   2. judgments or settlements under any Coverage Section added by an endorsement to this policy;
   3. medical expenses under Coverage **C**; or
   4. judgment, settlements and/or Supplementary Payments, other than prejudgment or post judgment interest, under this Limited Coverage – Neurodegenerative Injury to Specified Players for Sports or Athletic Activities.
2. For the purposes of this Endorsement, Paragraph **1.** of the **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is deleted in its entirety and replaced with the following:

**1.** We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend.

**a.** All expenses we incur.

**b.** Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We

do not have to furnish these bonds.

**c.** The cost of bonds to release attachments, but only for bond amounts within the applicable

limit of insurance. We do not have to furnish these bonds.

**d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a

day because of time off from work.

**e.** All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

These payments are included within and shall reduce the Neurodegenerative Injury Supplementary Payments Aggregate and the Neurodegenerative Injury Supplementary Payments Each Occurrence limits of insurance shown in the Schedule above and are subject to the General Aggregate Limit of Insurance of the Policy.

1. The following is added to thePolicyas follows:

We will pay the following expenses in addition to the limits of insurance shown in the Schedule above and not subject to the General Aggregate limit of insurance of the Policy:

1. Prejudgment interest awarded against the insured on that part of the judgment we pay. If

we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment

interest based on that period of time after the offer.

**2.** All interest on the full amount of any judgment that accrues after entry of the judgment and

before we have paid, offered to pay, or deposited in court the part of the judgment that

is within the applicable limit of insurance.

1. For the purposes of this Endorsement, paragraphs **1.** and **2.** of **SECTION III - LIMITS OF INSURANCE** are deleted in their entirety and replaced with the following:
2. The Limits of Insurance shown in the Schedule above and in the Declarations and the rules below fix the most we will pay regardless of the number of:
   1. Insureds;
   2. Claims made or “suits” brought;

**c.** Persons or organizations making claims or bringing “suits”;

* 1. “Specified players” sustaining injury; or
  2. Actual or alleged “neurodegenerative injuries”.

**2.** The General Aggregate Limit is the most we will pay for the sum of:

1. Medical expenses under Coverage **C**;
2. Damages under Coverage **A**, except for damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”;
3. Damages and/or Supplementary Payments, other than prejudgment or post judgment interest, under this Limited Coverage - Neurodegenerative Injury to Specified Players for Sports and Athletic Activities;
4. Damages under Coverage **B**; and
5. Damages under any Coverage Section added by an endorsement to this policy.
6. **SECTION III – LIMITS OF INSURANCE** is amended to include the following paragraphs:
7. The Neurodegenerative Injury Aggregate Limit shown in the Schedule above is the most we will pay for the sum of all damages under this Limited Coverage - Neurodegenerative Injury to Specified Players for Sports and Athletic Activities for “bodily injury” involving “neurodegenerative injury” to “specified players” caused by sports or athletic activities during the policy period. The Neurodegenerative Injury Aggregate limit is part of, and not in addition to, the General Aggregate Limit.
8. The Neurodegenerative Injury Supplementary Payment Aggregate limit shown in the Schedule above is the most we will pay for the sum of Supplementary Payments under this Limited Coverage - Neurodegenerative Injury to Specified Players for Sports and Athletic Activities for “bodily injury” involving “neurodegenerative injury” to “specified players” caused by sports or athletic activities during the policy period. The Neurodegenerative Injury Supplementary Payments Aggregate limit is part of, and not in addition to, the General Aggregate Limit.

**10.** Subject to Paragraphs **2**. and **8.** above, whichever amount remaining is less, the Neurodegenerative Injury Each Occurrence Limit shown in the Schedule above is the most we will pay for the sum of damages under this Limited Coverage - Neurodegenerative Injury to Specified Players for Sports and Athletic Activities for “bodily injury” involving “neurodegenerative injury” to “specified players” caused by sports or athletic activities in any one “occurrence”.

**11**. Subject to Paragraphs **2**. and **9.** above, whichever amount remaining is less, the Neurodegenerative Injury Supplementary Payment Each Occurrence limit shown in the Schedule above is the most we will pay for the sum Supplementary Payments under this Limited Coverage - Neurodegenerative Injury to Specified Players for Sports and Athletic Activities for “bodily injury” involving “neurodegenerative injury” to “specified players” caused by sports or athletic activities in any one “occurrence”.

**12**. Prejudgment or Post judgment interest are addition to the limits of insurance shown in the Schedule above and not subject to the General Aggregate limit of insurance of the Policy..

1. For purposes of this Endorsement, all of the provisions within **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** are incorporated herein by reference and apply to this endorsement, except the following condition is added:

## Two or More Coverage Forms or Policies Issued by Us

If this endorsement and any other coverage endorsement or policy issued to you by us or any company affiliated with us apply to the same “occurrence”, the maximum Limit of Insurance under all the endorsements or policies shall not exceed the highest applicable Limit of Insurance under any one endorsement or policy.

1. Subparagraph **(1)(a)** of paragraph **b. Excess Insurance** of subsection **4. Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to include the following:

This insurance is excess over any other insurance, whether primary, excess, contingent or any other basis, except if specifically written to be excess of this Policy:

That is insurance purchased by any person or organization covering a sports or athletic activity that covers “bodily injury” involving “neurodegenerative injury” to “specified players” caused by such sports or athletic activities.

1. For purposes of this endorsement, all of the provisions within **SECTION V—DEFINITIONS** incorporated herein by reference and apply to this endorsement, except the following definitions are added.

“Neurodegenerative injury” means any brain injury, neurological injury, disease, condition or dysfunction, including, but not limited to, Alzheimer’s disease, Parkinson’s disease, amyotrophic lateral sclerosis (ALS), mild traumatic brain injury, repetitive brain trauma, chronic traumatic encephalopathy (CTE), dementia, cognitive injury or disorder, memory loss, anxiety disorder, mood disorder, depression, sleeplessness, impulse control problems, headaches or single or repetitive concussive or sub-concussive injury or trauma.

“Specified player” means [a team player participating in any physical exercise, training session, practice session, game, competition, or exhibition in the following sports activities: Cheerleading (age 19 & under), Deck/Floor/Street Hockey, Field Hockey, Futsal (age 19 & under), Lacrosse (age 19 & under), Roller Hockey (Quad), Soccer (age 19 & under), Tackle & Contact Football (age 19 & under), Flex Football™ (age 19 & under), Umpire/Referee Associations for Class C Sports, Water Hockey (age 19 & under), Wrestling (age 19 & under).]

All other terms and conditions of the policy remain the same.

Authorized Representative