

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M.,
Forms a part of Policy No.:

GIRL SCOUT COUNCIL COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is a summary of the Limits of Insurance and coverage provided by this endorsement. These coverages apply separately to each of your premises described in the Declarations.

If you purchase additional limits for any of these coverages at a specified location, the limits shown below will apply in excess of the insurance purchased separately. We will not pay more under this endorsement than the Limits of Insurance shown below per premises under the Summary of Additional Coverages or Summary of Coverage Amendments and Extensions.

Summary of Additional Coverage

| LIMITS OF INSURANCE | SUBJECTS OF INSURANCE |
|----------------------------|-----------------------------------------|
| \$1,000,000 per occurrence | Damage to Premises Rented to You |
| \$2,500 | Supplementary Payments—Bail Bonds |
| \$500 per day | Supplementary Payments—Loss of Earnings |

Summary of Coverage Amendments and Extensions

| SUBJECTS OF INSURANCE |
|---------------------------------------------------------------------------------------------------------|
| Definition of "Bodily Injury" and "Personal and Advertising Injury" Redefined |
| Excess Medical Payments - Athletic Activities Participants-Sponsored Activities |
| Expected or Intended Injury - "Property Damage" exception |
| Non-Owned Watercraft Less Than Seventy-Five (75) Feet In Length |
| Primary and Non-Contributory Insurance - Additional Insureds Required by Written Contract |
| Property Damage to Property of Others - Girl Scout Sponsored Activities |
| Unintentional Errors and Omissions |
| Waiver of Right of Recovery When Required By Contract |
| Who Is An Insured to Include Any Person or Organization When Required By Written Contract Prior to Loss |

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- A.** Subparagraph **a.** of Paragraph **2. Exclusions** of **SECTION I—COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by:
- a. Expected or Intended Injury**
- “Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.
- B.** Subparagraph **g.(2)** of Paragraph **2. Exclusions** of **SECTION I—COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by:
- (2)** A watercraft you do not own that is:
- (a)** Less than seventy-five (75) feet long; and
- (b)** Not being used to carry persons or property for a charge;
- C.** The following is added to Subparagraph **j. Damage to Property** of Paragraph **2. Exclusions** of **SECTION I—COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
- Paragraphs **(4)** and **(6)** of this exclusion do not apply to “property damage” to property of others caused by “your work” in connection with scouting activities or operations sponsored by your Scout Council.
- D.** Subparagraphs **b.** and **c.** of Paragraph **2. Exclusions** of **SECTION I—COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY** are replaced by:
- b. Material Published With Knowledge of Falsity**
- “Personal and advertising injury” arising out of publication of material, including, but not limited to, oral, written, televised, videotaped or electronically transmitted publication of material, if done at the direction of the insured with knowledge of its falsity;
- c. Material Published Prior To Policy Period**
- “Personal and advertising injury” arising out of publication of material, including, but not limited to, oral, written, televised, videotaped or electronically transmitted publication of material, whose first publication took place before the beginning of the policy period;
- E.** With respect to Medical Payments—Athletic Activities—Excess Insurance For Participants in Activities Sponsored By You, the following amendments apply:
- 1.** Subparagraph **e. Athletic Activities** of Paragraph **2. Exclusions** of **SECTION I – COVERAGES, COVERAGE C - MEDICAL PAYMENTS** is deleted.
- 2.** The following is added to Subparagraph **(1)(a)** of Subparagraph **b. Excess Insurance** of Paragraph **4. Other Insurance** of **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS**:
- This insurance is excess over that part of any other insurance that provides coverage for medical payments that are incurred by any member of a scouting organization and its “volunteer workers” who are participants of a supervised and approved activity sponsored by your council.
- F.** Subparagraphs **1.b.** and **1.d.** of **SUPPLEMENTARY PAYMENTS—COVERAGES A and B** section are replaced by:
- b.** Up to \$2,500 for the 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.

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- 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 \$500 a day because of time off from work.
- G. Subparagraph 3.a. of **SECTION II - WHO IS AN INSURED** is replaced by:
- a. Coverage under this provision is afforded only until the one hundred eightieth (180th) day after you acquire or form the organization or the end of the policy period, whichever is earlier.
- H. **SECTION II - WHO IS AN INSURED** is amended to include the following as an additional insured:
1. Any person(s) or organization(s) for whom you have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for:
 - a. "Bodily injury" or "property damage" not included in the "products-completed operations hazard"; or
 - b. "Personal and advertising injury";

caused by, in whole or in part, your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your operations.
 2. The insurance afforded to such additional insured described in Paragraph 1. of this paragraph I. of this endorsement:
 - a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
 3. The most we will pay on behalf of the additional insured is the amount of insurance:
 - a. Required by the contract or agreement described in Paragraph 1. of this paragraph I. of this endorsement; or
 - b. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.
- I. The following is added to subparagraph a. **Primary Insurance** of paragraph 4. **Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:
- However, if you specifically agree in a written contract or written agreement that the insurance provided to an additional insured under this Coverage Part be afforded on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured for a loss we cover, provided that:
- a. The "bodily injury" or "property damage" for which coverage is sought occurs; or
 - b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed;
- subsequent to the signing and execution of that contract or agreement by you.
- J. The following conditions are added to paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Knowledge of the “occurrence,” offense, claim or “suit” by the agent, servant, or “employee” of an insured shall not in itself constitute your knowledge unless one of your officers, manager or partners has received notice of the “occurrence,” offense, claim or “suit.”

Failure by the agent, servant or “employee” of an insured (other than an officer, manager or partner) to notify us of an “occurrence” shall not constitute a failure to comply with subparagraphs **a.** and **b.** of this condition.

K. The following are added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

Unintentional Error or Omission

Any unintentional error or omission in the description of or failure to completely describe, any premises or operations intended to be covered by this Coverage Part will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

L. The following is added to paragraph 8. Transfer of Rights of Recovery Against Others to Us of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Automatic

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

M. Paragraphs 3. and 14. of SECTION V - DEFINITIONS are replaced as follows:

- 3.** “Bodily Injury” means bodily injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright, humiliation, emotional distress or death resulting from bodily injury, sickness or disease.
- 14.** “Personal and advertising injury” means injury, including consequential “bodily injury,” arising out of one or more of the following offenses:
 - a.** False arrest, detention or imprisonment;
 - b.** Malicious prosecution or abuse of process;
 - c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d.** Any publication of material including, but not limited to oral, written, televised, videotaped or electronically transmitted publication of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products or services;
 - e.** Any publication of material, including but not limited to oral, written, televised, videotaped or electronically transmitted publication of material that violates a person’s right of privacy;
 - f.** The use of another’s advertising idea in your “advertisement”; or
 - g.** Infringing upon another’s copyright, trade dress or slogan in your “advertisement.”

N. Broadened Coverage - Damage to Premises Rented to You

- 1.** The word **fire** is replaced with the phrase **fire, lightning, explosion, smoke and leaks from sprinklers** where it appears in:

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- a. **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, subsection 2. **Exclusions**, paragraph j. **Damage to Property**;
 - b. **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, subsection 2. **Exclusions**, last paragraph;
 - c. **SECTION III - LIMITS OF INSURANCE**, subsection 6.; and
 - d. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, subsection 4. **Other Insurance**, paragraph b.(1)(a)(ii).
2. The limit of Insurance applicable to Damage to Premises Rented to You is \$1,000,000 unless a higher limit is specified on the Declarations.

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

Authorized Representative

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