

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 FOR SPECIFIED SPORTS OR ATHLETIC ACTIVITIES ENDORSEMENT

**NOTICE: THE LIMITS OF INSURANCE AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS
SHALL BE REDUCED BY AMOUNTS INCURRED AS SUPPLEMENTARY PAYMENTS.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Schedule

List of Sports or Athletic Activities:	
Limits of Insurance	
Neurodegenerative Injury Aggregate	
Neurodegenerative Injury Each Occurrence	
These Neurodegenerative Injury Limits of Insurance are subject to the General Aggregate Limit of Insurance of the Policy.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

I. Additional Exclusions

- A.** 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 “participant.”

- B.** 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 “participant”.

II. The following is added to SECTION I - COVERAGES:

Limited Coverage - Neurodegenerative Injury for Specified Sports or Athletic Activities

141713 (11-21)	Includes copyrighted material of Insurance Services Office, Inc with its permission.	Page 1 of 6
----------------	--	-------------

1. Insuring Agreement

- a. We will pay those sums that the Insured becomes legally obligated to pay as damages because of "bodily injury" involving "neurodegenerative injury" to "participants" caused by "specified 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 "participants" caused by "specified 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 III – Limits of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of:

(a) judgments or settlements under Coverages **A** or **B**;

(b) judgments or settlements under any Coverage Section added by an endorsement to this policy;

(c) medical expenses under Coverage **C**; or

(d) judgment, settlements and/or Supplementary Payments under this Limited Coverage - Neurodegenerative Injury for Specified 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.

- b. This insurance applies to "bodily injury" involving "neurodegenerative injury" to "participants" caused by "specified sports or athletic activities" only if:

(1) The "bodily injury" involving "neurodegenerative injury" to "participants" caused by "specified sports or athletic activities" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" involving "neurodegenerative injury" to "participants" caused by "specified 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 "participants" caused by "specified 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 "participants" caused by "specified sports or athletic activities" occurred, then any continuation, change or resumption of such "bodily injury" involving "neurodegenerative injury" to "participants" caused by "specified sports or athletic activities" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" involving "neurodegenerative injury" to "participants" caused by "specified 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

141713 (11-21)	Includes copyrighted material of Insurance Services Office, Inc with its permission.	Page 2 of 6
----------------	--	-------------

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 "participants" caused by "specified sports or athletic activities" after the end of the policy period.

- d. "Bodily injury" involving "neurodegenerative injury" to "participants" caused by "specified sports or athletic activities" will be deemed to have been known to have occurred at the earliest time when 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:
 - (1) Reports all, or any part, of the "bodily injury" involving "neurodegenerative injury" to "participants" caused by "specified 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 "participants" caused by "specified sports or athletic activities"; or
 - (3) Becomes aware by any other means that "bodily injury" involving "neurodegenerative injury" to "participants" caused by "specified sports or athletic activities" has occurred or has begun to occur.
- e. Damages because of "bodily injury" involving "neurodegenerative injury" to "participants" caused by "specified 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".
- f. All "bodily injury" involving "neurodegenerative injury" to "participants" caused by a "specified sport or athletic activity" qualifies as one "occurrence."
- g. In the event of continuous, progressive or repeated "bodily injury" involving "neurodegenerative injury" to "participants" caused by "specified sports or athletic activities" over any length of time, the "bodily injury" shall be deemed to occur on the first date of the "specified sports or athletic activities" giving rise to such "bodily injury."
- h. You submit to us a written diagnosis by a licensed physician of the "bodily injury" involving "neurodegenerative injury" to "participants" caused by "specified sports or athletic activities". Such written diagnosis must have been made at the time the "bodily injury" involving "neurodegenerative injury" to "participants" caused by "specified sports or athletic activities" first occurs.

2. Exclusions

This insurance does not apply to:

- a. "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.**
- b. A claim or "suit" brought against any "participant" in a "specified sports or athletic activity" seeking damages for any actual or alleged injury to another such "participant". 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 "participant" shall be considered an insured for the purpose of this exclusion.
- c. "Bodily injury" involving anyone who is not a "participant".

141713 (11-21)	Includes copyrighted material of Insurance Services Office, Inc with its permission.	Page 3 of 6
----------------	--	-------------

III. 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:

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of:

- (a) judgments or settlements under Coverages **A** or **B**;
- (b) judgments or settlements under any Coverage Section added by an endorsement to this policy;
- (c) medical expenses under Coverage **C**; or
- (d) judgment, settlements and/or Supplementary Payments under this Limited Coverage - Neurodegenerative Injury for Specified Sports or Athletic Activities.

IV. For the purposes of this Endorsement, the last sentence of Paragraph 1. of the **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is deleted in its entirety and replaced with the following:

Supplementary Payments are included within and shall reduce the applicable limit of insurance for Limited Coverage - Neurodegenerative Injury for Specified Sports or Athletic Activities.

V. 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:

1. 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:
 - a. Insureds;
 - b. Claims made or “suits” brought;
 - c. Persons or organizations making claims or bringing “suits”;
 - d. “Specified Sports or Athletic Activities”;
 - e. Players or “participants” sustaining injury; or
 - f. Actual or alleged “neurodegenerative injuries”.
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except for damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”;
 - c. Damages and/or Supplementary Payments under this Limited Coverage - Neurodegenerative Injury for Specified Sports and Athletic Activities;
 - d. Damages under Coverage **B**; and
 - e. Damages under any Coverage Section added by an endorsement to this policy.

141713 (11-21)	Includes copyrighted material of Insurance Services Office, Inc with its permission.	Page 4 of 6
----------------	--	-------------

VI. SECTION III – LIMITS OF INSURANCE is amended to include the following paragraphs:

8. The Neurodegenerative Injury Aggregate shown in the Schedule above is the most we will pay for the sum of all damages and/or Supplementary Payments under this Limited Coverage - Neurodegenerative Injury for Specified Sports and Athletic Activities for “bodily injury” involving “neurodegenerative injury” to “participants” caused by “specified sports or athletic activities” during the policy period. This Neurodegenerative Injury Aggregate limit is part of, and not in addition to, the General Aggregate Limit.
9. 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 and/or Supplementary Payments under this Limited Coverage -Neurodegenerative Injury for Specified Sports and Athletic Activities for “bodily injury” involving “neurodegenerative injury” to “participants” caused by “specified sports or athletic activities” in any one “occurrence”.

VII. 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 Coverage Endorsements or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Endorsement or policy.

VIII. 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 of the 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 “specified sports or athletic activity” that covers “bodily injury” involving “neurodegenerative injury” to “participants” caused by such “specified sports or athletic activities”.

IX. 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.

1. “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.
2. “Specified sports or athletic activities” means any sport or athletic activity listed in the Schedule above that are governed, sponsored or organized by you, including trying out for, practicing for, training for, participating in, coaching, instructing, or monitoring such listed sports or athletic activities, including games, competitions, sessions, practice sessions, scrimmages or exhibitions.

141713 (11-21)	Includes copyrighted material of Insurance Services Office, Inc with its permission.	Page 5 of 6
----------------	--	-------------

3. "Participant(s)" means a person injured while trying out for, practicing for, training for, participating in, coaching, instructing or monitoring the "specified sports or athletic activities". "Participant" shall include players, coaches, managers, staff members, team workers, referees, officials, scorekeepers, and all other personnel including, but not limited to, media personnel permitted to enter any restricted areas which are defined as those areas restricting access to general public spectators. "Participants" does not include any member of the general public, or compensated member of your staff, including employees or independent contractors.

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

Authorized Representative

141713 (11-21)	Includes copyrighted material of Insurance Services Office, Inc with its permission.	Page 6 of 6
----------------	--	-------------