**ENDORSEMENT**

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

# This endorsement, effective 12:01 a.m.

# Forms a part of Policy No.

**SKI OPERATIONS UMBRELLA LIABILITY ENHANCEMENT ENDORSEMENT**

**(INCLUDING LIMITED DRUG DISPENSING COVERAGE)**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA POLICY FORM

1. Subparagraph E.5. of Section **IV. Definitions** is deleted in its entirety and replaced with the following:

5. Any of your partners, executive officers, directors, or stockholders, but only while acting within their duties.

Your Volunteer Workers only while performing duties related to the conduct of your business, or your Employees, other than either your executive officers, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these Employees or Volunteer Workers are **Insureds** for:

a. Bodily Injury, Personal Injury or Advertising Injury:

(1) To you, to your partners or members, to a co-Employee in the course of his or her employment or performing duties related to the conduct of your business or to your other Volunteer Workers while performing duties related to the conduct of your business;

(2) To the spouse, child, parent, brother or sister of that co-Employee or Volunteer Worker as a consequence of Paragraph a.(1) above; or

(3) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs a.(1) or (2) above.

(4) Arising out of his or her providing or failing to provide professional health care services.

However, your **Employees** or your **Volunteer Workers** are insureds for **Bodily Injury**, **Personal Injury** and **Advertising Injury** arising out of **Emergency Medical Services** or **Dispensing Drugs** if such **Employees** or **Volunteer Workers** are duly trained and/or licensed as physicians, nurses, physician assistants, medical advisors, medical trainers,paramedics, or emergency medical technicians.

For the purposes of this exception, **Emergency Medical Services** means providing first aid, [emergency medical care](http://en.wikipedia.org/wiki/Acute_(medical)) or basic life support, including emergency surgical procedures, to your customers if they suffer injury or illness on your premises or adjacent premises owned by a state or governmental agency or subdivision or political subdivision that has issued you a permit or authorization. **Emergency Medical Services** does not include providing either non-emergency or elective surgical procedures or any non-emergency medical care.

For the purposes of this exception, **Dispensing Drugs** means dispensing of drugs as directed in writing by the customer, or the customer’s parent/designated guardian, and as prescribed in writing by the customer’s physician or other properly licensed medical professional other than such “employee” or “volunteer worker”.

b. Property Damage to property:

(1) Owned, occupied or used by,

(2) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your **Employees,** **Volunteer Workers**, or any partner or member.

However, the coverage granted by this provision 5. does not apply to the ownership, maintenance, use, loading or unloading of any **autos**, aircraft or watercraft unless such coverage is included under the policies listed in the Schedule of Underlying Insurance and then for no broader coverage than is provided under such underlying policies.

1. Subparagraph 6.of Paragraph G.of Section **IV. Definitions** is deleted in its entirety and replaced with the following:

6. Vehicles not described in 1., 2., 3., or 4. above maintained primarily for purposes other than the transportation of persons or cargo.

1. The following definitions are added to Section **IV. Definitions.** Such definitions apply each time that the following terms appear in the policy, even when such terms are not in boldface type:
2. **Employee** includes a **Leased Worker** or a **Temporary Worker**.
3. **Leased Worker** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. **Leased Worker** does not include a **Temporary Worker**.
4. **Temporary Worker** means a person who is furnished to you to substitute for a permanent employee on leave or to meet seasonal or short-term workload conditions.
5. **Volunteer Worker** means a person who is not your **Employee**, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
6. Subparagraphs 5., 6. and 7. are added to Paragraph F. Duties in the Event of an **Occurrence**, Claim or **Suit** (**SECTION VI. Conditions)** as follows:
7. 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**.
8. 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 F.5. and F.6. of this Section.
9. Failure to report an **Occurrence** or offense which you inadvertently reported to another **Insurer** shall not constitute a failure to comply with Subparagraphs F.5. and F.6. of this Section. However, you shall notify us of any such **Occurrence** or offense as soon as you become aware of such error.
10. Paragraphs Q. and R. are added to Section **VI. Conditions** as follows:

Q. Unintentional Error or Omission

The unintentional failure by you or any **Insured** to provide accurate and complete representations as of the inception of the policy will not prejudice the coverages afforded by this policy. However, you must report such error or omission to us as soon as practicable after its discovery.

R. Liberalization Clause

If we revise or replace our standard policy form to provide more coverage without an additional premium charge, your policy will automatically provide the additional coverages as of the date the revision is effective in your state.

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

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Authorized Representative