**ENDORSEMENT**

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

# This endorsement, effective 12:01 a.m. forms a part of Policy

# No. issued to by

**SKI OPERATIONS GENERAL LIABILITY ENHANCEMENT ENDORSEMENT – New York**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**I.** The following is added to Subparagraph **f.(1)(a)** of Paragraph **2. Exclusions** of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** (**SECTION I – COVERAGES**):

1. "Bodily injury" or "property damage" arising out of the perils of explosion, fire, smoke or fumes, heat, lightning, windstorm, vandalism or malicious mischief, collision or overturning of an “auto” or “mobile equipment”.

**II.** Subparagraph **g.(3)** of Paragraph **2. Exclusions** of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** (**SECTION I – COVERAGES**) is deleted in its entirety and replaced with the following:

**(3)** Parking an “auto” on, or on the ways next to, premises you own or rent, provided the “auto” is not owned by or rented or loaned to you or the insured.

A deductible of $1,000 applies to this Subparagraph **g.(3)**;

**III.** Subparagraph **j.(4)** ofParagraph **2. Exclusions** of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** (**SECTION I – COVERAGES**) is deleted in its entirety and replaced with the following:

**(4)** Personal property in the care, custody, or control of the insured except for “property damage” to the following:

**(a)** Equipment contained in lockers owned, operated or controlled by you;

**(b)** Personal property of guests in lodging accommodations owned or operated by you or under your management; or

**(c)** Property of others while in your custody for repair or service.

We may advance payment of part or all of the deductible amount and, upon notification of such payment made, you must promptly reimburse us for the deductible amounts advanced by us.

The most we will pay for damages covered under this Subparagraph **(4)** is $250,000.

A deductible of $1,000 applies to this Subparagraph.

**IV.** Subparagraphs **1.b.** and **1.d.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A and B** **(SECTION I – COVERAGES)** are deleted in their entirety and replaced with the following:

1. Up to $2,500 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.
2. 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 $350 a day because of time off from work.

**V**. Subparagraph **2.a.(1)(d)** of **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

**(d)** 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” and “personal and advertising injury” arising out of “emergency medical services” if such “employees” or “volunteer workers” are duly trained and/or licensed as physicians, nurses, physician assistants, 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.

**VI.** Paragraph **2.** of **SECTION II – WHO IS AN INSURED** is amended to include the following as insureds:

**e. (1)** Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to their liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person’s or organization’s status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

**(2)** With respect to the insurance afforded these additional insureds, this insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

**f.** Any person or organization from whom you lease a premises when you and such person or

organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability arising out of your ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

**(1)** Any “occurrence” which takes place after you cease to be a tenant in that premises;

**(2)** Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**g.** Any person or organization (referred to below as vendor) with whom you and such person or

organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business, subject to the following additional exclusions:

**(1)** The insurance afforded the vendor does not apply to:

**(a)** “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

**(b)** Any express warranty unauthorized by you;

**(c)** Any physical or chemical change in the product made intentionally by the vendor;

**(d)** Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

**(e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

**(f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of the product;

**(g)** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

**(h)** “Bodily injury” or “property damage” arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

**(i)** The exceptions contained in Sub-paragraphs **g.(1)(d)** or **g.(1)(f)**; or

**(ii)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

**(2)** This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**h. (1)** Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

**(a)** Your acts or omissions; or

**(b)** The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured.

A person’s or organization’s status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

**(2)** With respect to the insurance afforded these additional insureds, the following additional

exclusions applies:

This insurance does not apply to:

**(a)** “Bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

**(i)** The preparing, approving, or failing to prepare or approve, maps, shop drawings,

opinions, reports, surveys, field orders, change orders or drawings and specifications; or

**(ii)** Supervisory, inspection, architectural or engineering activities.

**(b)** “Bodily injury” or “property damage” occurring after:

**(i)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

**(ii)** That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or

subcontractor engaged in performing operations for a principal as a part of the same project.

**i**. Any state or governmental agency or subdivision or political subdivision in connection with premises you own, rent or control, subject to the following provisions:

**(1)** This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

**(2)** This insurance does not apply to:

**(a)** "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

**(b)** "Bodily injury" or "property damage" included within the "products-completed operations hazard".

VII. SECTION III – LIMITS OF INSURANCE is deleted in its entirety and replaced with the following:

1. The Limits of Insurance shown 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; or

c. Persons or organizations making claims or bringing "suits".

2. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

3. The Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

4. Subject to Paragraph 2. above, The Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage A; and

b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

5. Subject to Paragraph 4. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

6. Subject to Paragraph 4. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**VIII.** Subparagraphs **2.e.**, **2.f** and **2.g.** are added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** as follows:

1. 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”.
2. 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 **2.a.** and **2.b.** of this Section.
3. Failure to report an “occurrence” or offense which you inadvertently reported to another insurer shall not constitute a failure to comply with Subparagraphs **2.a.** and **2.b.** of this Section. However, you shall notify us of any such “occurrence” or offense as soon as you become aware of such error.

**IX.** Paragraphs **10.** and **11.** are added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** as follows:

**10. 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.

**11. 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.

**X.** Paragraph **5.** of **SECTION V – DEFINITIONS** is deleted in its entirety and replaced with the following:

**5.** “Employee” includes a “leased worker” or a “temporary worker”.

**XI**. Subparagraph **f.** of Paragraph **12.** of **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

**f.** Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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

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Authorized Representative