



Constitutional
Casualty

Insurance for Auto, Home & Business

**Liquor
Liability
Policy**

800.833.3427

www.constitutional.com

**YOUR LIQUOR LIABILITY POLICY
QUICK REFERENCE**

DECLARATIONS PAGE

Name of Insurance Company
Your Name and Address
Your Auto or Trailer
Policy Period
Coverage and Amounts of Insurance

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**LIMITED COVERAGE
ASSAULT OR BATTERY**

CC 0601 (06-06)

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY
COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY
COVERAGE PART
COMMERCIAL PROPERTY COVERAGE FORM

This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury" or "medical expenses" arising out of assault or battery or out of any act or omission in connection with the prevention or suppression of such acts, including failure to warn, train or supervise, whether caused by or at the instigation or direction of the insured, his employees, patron or any other person; except as provided below:

1. "Bodily injury," "property damage," "personal and advertising injury" or "medical expense" resulting from assault or battery or physical altercations that occur in, on, near or away from the insured's premises:
 - a. Whether or not caused by, or arising out of, or at the instigation of, or with the direct involvement of the insured, the insured's employees, patrons or other persons, in, on, near or away from the insured's premises, or
 - b. Whether or not caused by, or arising out of the insured's failure to properly supervise or keep the insured's premises in a safe condition, or
 - c. Whether or not caused by, or arising out of any insured's act or omission in connection with the prevention or suppression of the assault, battery or physical altercation, including, but not limited to, negligent training and/or supervision.

2. Limits of Insurance

The Limits of Insurance shown below are the only Limits of Insurance available to any insured under this policy, for such insurance as is provided by this endorsement. The Limits of Insurance shown below are subject to the General Aggregate Limit.

- a. \$ _____ Each Occurrence*
- b. \$ _____ Aggregate*

*Entry may be left blank if shown elsewhere in this policy for this coverage.

In accordance with Illinois Public Act 80-823, Laws 1977, House Bill Number 1472, the following information is provided:

The Constitutional Casualty Insurance Company Complaint Department is:

Complaint Department
5518 North Milwaukee Avenue
Chicago, IL 60646
(Outside Area Codes 312; 630; 708; 847) 800-833-3427
(773) 763-7100

The address of the Public Service Division of the Illinois Department of Insurance is:

Illinois Department of Insurance
Public Service Division
Springfield, IL 62767

**NOTIFICATION OF
INSURANCE PRACTICES**CC13
(Ed. 7-01)

When you applied to our Insurance Company, you entrusted us with some personal information about yourself. Like you, we are concerned with your privacy and its protection. Therefore, we want you to know about our procedures for protecting your policy, and your right and responsibilities regarding recorded information about you. As our customer, we want you to understand how we gather information, how we protect it and how you can help insure its accuracy.

This information is provided to you in accordance with the Federal Fair Credit Reporting Act, Public Law 91-508, and the Privacy Laws of your state.

WHAT KIND OF INFORMATION IS COLLECTED ABOUT YOU

We get most of our information directly from you. In most cases, the application you complete gives us all the information we need to evaluate you or your property for insurance. Should we need additional information or want to verify information you have given us, we will contact you, either by phone or mailed questionnaire. Once you have been insured with us for a period of time, your record may contain information related to any claims you made under your policy.

In some insurance transactions, we may not be able to get all the information we need directly from you. In that case, we may obtain information from outside sources at our own expense. For example, with auto insurance, we routinely obtain a record of accidents, violations and convictions from your State Motor Vehicle Department and/or C.L.U.E. Similarly, we may ask a doctor who has treated you to confirm or give us more details about medical information you have given us.

We may get information by personal or telephone interviews or by writing members of your family, friends, neighbors, employers, insurance agents or other insurance companies with whom you have applied for a policy, and others who you know. Sometimes, before we ask for information from one of these sources, we may ask you to sign an AUTHORIZATION, which gives us the right to proceed.

In some instances, we will have your insurance agent contact the sources described above to get the additional information we need. However, it is common for an insurance company to ask an independent source to help it verify information and add to information given on an application. There are many such companies, which are commonly called "consumer reporting agencies," which are in the business of being an outside, independent source of information to insurance companies. If we retain an agency to gather information for us, we will choose one that is discreet and impartial. We may only ask such an agency to verify the address, marital status or other information you have given us in your application. If we need more details than you have given us, we will ask the agency to prepare a consumer or investigative report.

Such reports are used to help us decide if you qualify for the insurance for which you have applied. The consumer reporting agency would obtain information about you in the same way that we would. That is, they will contact persons you know. If the agency prepares a report on you, it may deal with your mode of living, character, general reputation and personal characteristics, such as your health, job and finances. When it is applicable, such a report could also have information on your marital status, driving record, job duties, drug or alcohol use, dangerous sport activities or any official record or criminal activity.

On insurance for homes, buildings or boats, for example, if we asked an independent agency to prepare a report, the agency would send out an investigator to view your property and verify information on your application. The report would contain information on the value and condition of your property, and would frequently contain a photograph of it. Similarly, on insurance for personal property, such as jewelry, antiques or art, you may be required to obtain a report prepared by an appraiser. Only in a rare case would we ask for an investigator or consumer report in connection with an auto policy. If we did, information in that report would relate to your driving record, use of the automobile, drug or alcohol use and similar details.

The information we receive about you from an independent reporting agency will be treated in the same confidential way in which we treat the information you gave us on your application. However, the information collected by the agency may be retained by them and later shared with others who use these reports. It will be given to others only to the extent permitted by the Federal Fair Credit Reporting Act and your state's Fair Credit Reporting Act, if it has one.

If we use an independent reporting agency to prepare a report on you, you have the right to be personally interviewed by them. Information you give the agency during an interview will be included in the report sent to us. If you wish to be interviewed, please tell us how the agency can contact you, and every effort will be made to interview you.

Even if you are not interviewed, you have the further right to request that the reporting agency provide you with a copy of the report it makes. To do so, contact your agent. We, in turn, will provide you with the name and address of any agency we have used to prepare a report on you so that you can contact them directly to find out more about that report.

WHAT WE DO WITH THE INFORMATION ABOUT YOU

Information about you will be kept in our policy records. We will refer to and use that information for purposes related to issuing and servicing insurance policies and settling claims.

Without your prior authorization, we may, as permitted by law, share information about you contained in our files with certain persons or organizations. The types of persons or organizations with which we may share information include:

1. your agent, broker or sales representative,
2. adjusters, appraisers, investigators and attorneys,
3. persons or organizations who need the information to perform a business, professional or insurance function for us, such as businesses that help us with data processing or marketing,
4. other insurance companies, agents or consumer reporting agencies as it is needed in connection with any application, policy or claim involving you,
5. an insurance-support organization which is established to collect information for the purpose of detecting and preventing insurance crimes or fraudulent claims,
6. a medical professional to inform you of a medical condition of which you may not be aware,
7. persons or organizations that conduct scientific research, including actuarial studies, management audits, financial audits or program evaluations,
8. our affiliated companies or
9. to a court or government agencies when subpoenaed.

The Constitutional Casualty Insurance Company Complaint Department is:

Complaint Department
5559 N. Elston Ave.
Chicago, IL 60630-1314
1-800-833-3427
(773) 763-7100

The address of the Public Service Division of the Illinois Department of Insurance is:

Illinois Department of Insurance
Public Service Division
Springfield, IL 62767

**SEEPAGE, POLLUTION, CONTAMINATION
DEBRIS REMOVAL, COST OF
CLEAN UP AND AUTHORITIES
EXCLUSION ENDORSEMENT**

CC21
(Ed. 04-03)

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

This Endorsement is a part of your policy. Except for the change it makes, all other terms of the policy remain the same and apply to this Endorsement. It is effective at the same time as your policy is issued with it. If issued at a later date, the name, policy number and effective date must be shown.

This Endorsement is issued by CONSTITUTIONAL CASUALTY COMPANY, Chicago, Illinois.

NAMED INSURED*

POLICY NUMBER*

EFFECTIVE DATE*

12:01 A.M.

STANDARD TIME

(Applicable Owners, Landlords and Tenants, Liquor Liability, Commercial Property, General Liability, Commercial Automobile, Private Passenger Automobile, Homeowners, and Dwelling Fire.)

This policy does not insure against loss, damage, costs (including defense) or expenses in connection with any kind of description of seepage, pollution, contamination including mold, debris removal or cost of clean up, direct or indirect, arising from any cause whatsoever.

Nevertheless, if a fire policy is attached to this Endorsement and a fire arises directly or indirectly from seepage, pollution, contamination, debris removal and/or clean up, any loss or damage insured under this Policy arising directly from that fire shall (subject to terms, conditions and limitations of the Policy) be covered.

This policy does not insure against loss, damage, costs, expenses, fines or penalties incurred or sustained by or imposed on the Insured at the order of any governmental authority, court or other arising from any cause whatsoever.

This policy does not apply to any:

A. Liability, including defense, arising out of the actual, alleged or threatened discharge, dispersal, spill, release or escape of pollutants, contamination, debris removal or clean up

(1) At or from premises owned, rented or occupied by the named insured;

- (2) At or from any site or location used by or for the named insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (3) Which are at any time loaded or unloaded from a covered auto or transported, towed, handled, stored, treated, disposed of or processed as waste by or for the named insured or any person or organization for whom the named insured may be legally responsible; or
 - (4) At or from any site or location on which the named insured, employee or any contractor or subcontractor working directly or indirectly on behalf of the named insured, is performing operations:
 - (a) If the pollutants are brought on or to the site or location in connection with such operations; or
 - (b) If the operations are to test for, monitor, clean up, remove, contain, heat, detoxify or neutralize pollutants;
 - (5) Bodily Injury or Property Damage except when caused by heat, smoke, or fumes from a hostile fire;
- B. Loss, cost or expense arising out of any governmental direction or request that the named insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

The words "hostile fire" are used herein to mean a fire which becomes uncontrollable or breaks out from where it was intended to be.

The word "pollutants" as used herein shall mean any solid, liquid, gaseous, or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

It is the intent and effect of this provision to exclude any or all coverages afforded by this policy for any claim, action, judgement, liability, settlement, defense or expenses in any way arising out of a discharge, dispersal, release or escape of pollutants whether such results from the Insured's activities or the activities of others and whether or not such is sudden, gradual, accidental, intended, foreseeable, expected, fortuitous, inevitable and wherever or however such occurs.

*Entries may be left blank if shown elsewhere in this policy for this coverage.

**ILLINOIS CHANGES—CANCELLATION
AND NONRENEWAL**

CG 02 00 07 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY
COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART

A. Cancellation (Common Policy Conditions) is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing to us advance written notice of cancellation.
 2. We may cancel this policy by mailing to you written notice stating the reason for cancellation, if we cancel:
 - a. For nonpayment of premium, we will mail the notice at least 10 days prior to the effective date of cancellation.
 - b. For a reason other than nonpayment of premium, we will mail the notice at least:
 - (1) 30 days prior to the effective date of cancellation, if the policy has been in effect for 60 days or less.
 - (2) 60 days prior to the effective date of cancellation if the policy has been in effect for more than 60 days.
 3. If this policy has been in effect for more than 60 days, we may cancel only for one or more of the following reasons:
 - a. Nonpayment of premium;
 - b. The policy was obtained through a material misrepresentation;
 - c. Any insured has violated any of the terms and conditions of the policy;
 - d. The risk originally accepted has measurably increased;
 - e. Certification of the Director of Insurance of the loss of reinsurance by the insurer that provided coverage to us for all or a substantial part of the underlying risk insured; or
 - f. A determination by the Director of Insurance that the continuation of the policy could place us in violation of the insurance laws of this State.
 4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be effective even if we have not offered a refund.
- B.** The following is added and supersedes any provision to the contrary:

NONRENEWAL

If we decide not to renew or continue this policy, we will mail you and your agent or broker written notice, stating the reason for nonrenewal, at least 60 days before the end

of the policy period. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

If we fail to mail proper written notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

C. Mailing of Notices

We will mail cancellation and nonrenewal notices to you, and the agent or broker, at last addresses known to us. Proof of mailing will be sufficient proof of notice.

**COMBINED SINGLE LIMIT
OF LIABILITY ENDORSEMENT**

E1019184
(Ed. 7-98)

IT IS HEREBY UNDERSTOOD AND AGREED THAT INSTEAD OF THE AMOUNTS SPECIFIED IN THE SCHEDULE FOR BODILY INJURY, ONE PERSON, BODILY INJURIES, ONE OCCURRENCE, MEANS OF SUPPORT OR LOSS OF SOCIETY AND PROPERTY DAMAGE, THE LIMITS OF LIABILITY ARE EXPRESSED AS A COMBINED SINGLE LIMIT. THE LIABILITY OF THE INSURERS HEREUNDER SHALL NOT EXCEED IN THE AGGREGATE THE AMOUNT SET FORTH BELOW AS THE "COMBINED SINGLE LIMIT OF LIABILITY" WHICH SHALL BE THE AGGREGATE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE TO ANY AND ALL PERSONS CAUSED BY ANY INTOXICATED PERSON AND MEANS OF SUPPORT OR LOSS OF SOCIETY TO ANY AND ALL PERSONS CAUSED BY OR IN CONSEQUENCE OF ANY INTOXICATED PERSON.

COMBINED SINGLE LIMIT \$ _____.*

This endorsement which forms a part of and is for attachment to the following described policy issued by the company designated therein, takes effect on the effective date of said policy, unless another effective date is shown below, at the hour stated in said policy and expires concurrently with said policy.

Policy Number*

Complete only when this Endorsement is not prepared with the Policy OR is not to be effective with the policy.	
ISSUED TO:*	EFFECTIVE DATE OF THIS ENDORSEMENT*

Countersigned by

Authorized Representative

*Entries may be left blank if shown elsewhere in this policy for this coverage.

All other provisions of this policy apply.

**NUCLEAR ENERGY
LIABILITY EXCLUSION
ENDORSEMENT BROAD FORM**

GL0192B
(Ed. 1-92)

It is agreed that:

1. The policy does not apply:

- A. Under any Liability Coverage, to bodily injury or property damage
 - (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

- B. Under any Medical Payments coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

- C. Under any Liability Coverage, of bodily injury or property damage resulting from the hazardous properties of nuclear material, if
 - (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom:
 - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

“hazardous properties” include radioactive, toxic or explosive properties; “nuclear material” means source material, special nuclear material or byproduct material;

“source material”, “special nuclear material”, and “byproduct

material” have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

“spent fuel” means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

“waste” means any waste material

- (a) containing byproduct material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for the source material contents, and
- (b) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility;

“nuclear facility” means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

“nuclear reactor” means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

“property damage” includes all forms of radioactive contamination of property.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

(The above information is required only when this endorsement is issued subsequent to preparation of the policy).

**PUNITIVE OR EXEMPLARY
DAMAGE EXCLUSION
ENDORSEMENT — ILLINOIS**

GL0301E
(Ed. 01-01)

THIS ENDORSEMENT CHANGES THIS POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE OR EXEMPLARY DAMAGE EXCLUSION

This policy does not apply to a claim of or indemnification for punitive or exemplary damages.

Punitive or exemplary damages in excess of the amount needed to compensate for bodily injury or property damage which are imposed in order to punish You due to Your particularly wanton, willful or malicious character in order to make an example of or to punish You. Punitive or exemplary damages also include any damages awarded pursuant to statute in the form of double, treble, or other multiple damages in excess of compensatory damages.

If suit is brought against You for a claim falling within coverage provided under the policy, seeking both compensatory and punitive or exemplary damages, then We will afford a defense to such action; however, We will have no obligation to pay for any costs, interest, or damages attributable to punitive or exemplary damages.

**EXCLUSION—ASSAULT
AND/OR BATTERY**

LL 00 50
(Ed. 08 07)

-
1. This insurance does not apply to and we have no duty to defend any claims or “suits” for “bodily injury”, “property damage” or “personal and advertising injury” arising in whole or in part out of:
 - (a) the actual or threatened assault or battery whether caused by or at the instigation or direction of any insured, his employees, patrons or any other person;
 - (b) the failure of any insured or anyone else for whom any insured it is legally responsible to prevent or suppress assault or battery; or
 - (c) the negligent:
 - (i) employment;
 - (ii) investigation;
 - (iii) supervision;
 - (iv) training;
 - (v) retention;of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by (a) or (b) above.
 2. For the purpose of this endorsement, the words “assault and/or battery” are intended to include any act of sexual misconduct, sexual molestation or physical or mental abuse of any person and this exclusion applies only to those person(s) who actively participates in any act of sexual misconduct, sexual molestation, or physical or mental abuse of any person.
 3. Exclusion 2. of the Commercial General Liability Coverage Form is deleted in its entirety and replaced by the following:
 - (a) “bodily injury” or “property damage” expected or intended from the standpoint of any insured.
 4. This exclusion is not applicable where reasonable force is necessary and applied for your self defense of your property.

**LIMITED COMMON LAW
LIABILITY ENDORSEMENT
Liquor Liability**

LL0192B
(Ed. 1-92)

- A. In consideration of the premium paid, it is agreed that coverage for the Named Insured is hereby EXTENDED to include indemnity against all sums awarded as compensatory damages for the payment of which the insured or the insured's interest in the PRemises described in the Declarations of the Liquor Liability Policy to which this endorsement is attached shall become legally liable (whether in his own right or in any fiduciary capacity) to any person for Bodily Injury including death or for damage to tangible property caused during the currency period of the Certificate by any intoxicated person which liability arises by reason of the selling, serving or giving of any alcoholic beverage by the insured named in and at the premises stated in the Declarations of the Liquor Liability Policy which causes or contributes to the intoxication of such person.

Provided that at the time of the selling, serving or giving of such alcoholic liquor in the said premises the status of the insured shall be as set forth in, and that the premises shall have been used exclusively for the purposes set forth in, and in the manner set forth in, said Declarations.

Provided further that the indemnity provided herein shall not indemnify against liability for fines, penalties, punitive or exemplary damages.

- B. This endorsement does not apply to any Liability arising under the Illinois Liquor Control Act nor to any liability for Bodily Injury including death or for damage to tangible property which occurs in Illinois.

C. Other Insurance.

It is further agreed that this endorsement does not cover any liability which is insured or would, but for the existence of this endorsement, be insured by any other valid and collectible insurance, except this endorsement will provide excess insurance over and above any such other valid and collectible insurance.

D. Exception to Named Insured.

Exceptions to Named Insured shall, in respect to the coverage afforded by this endorsement be amended to read as follows:

“(1)The insurers do not agree to indemnify the insured named in the Declarations (Named Insured) against sums said Named Insured may become liable to pay;

“(2)To anyone for Bodily Injury including death or for damage to tangible property caused by intoxication resulting from alcoholic liquors sold, served or given to an employee or person acting on behalf of the Named Insured which are consumed while such employee or person is engaged in the business of the Named Insured; or

“(3)To anyone for Bodily Injury including death or for damage to tangible property caused by intoxication resulting from alcoholic liquors sold, served or given to the

Named Insured or to a person who owns or controls any interest in the business of selling, serving or giving alcoholic liquors on the premises whether or not such person is named on the license; or”

E. Limits of Liability. The Limits of Liability under this endorsement for such injury or damages are:

Our total limit of liability under this endorsement and under the policy to which this endorsement is attached together shall not exceed the applicable limits stated in the Declarations of the policy.

F. This endorsement is subject otherwise to the terms, limitations, declarations, conditions (except the paragraph entitled “Other Insurance”) and exceptions contained in or endorsed on the insurance to which this endorsement is attached.

All other terms and conditions of this policy remain unchanged.

**EXTENDED COMMON LAW
LIABILITY ENDORSEMENT
Liquor Liability**

LL0192C
(Ed. 07-07)

A. In consideration of the premium paid, it is agreed that coverage for the Named Insured is hereby EXTENDED to include indemnity against all sums awarded as compensatory damages for the payment of which the insured or the insured’s interest in the Premises described in the Declarations of the Liquor Liability Policy to which this endorsement is attached shall become legally liable (whether in his own right or in any fiduciary capacity) to any person for Bodily Injury including death or for damage to tangible property caused during the currency period of the Certificate by any intoxicated person which liability arises by reason of the selling, serving or giving of any alcoholic beverage by the insured named in and at the premises stated in the Declarations of the Liquor Liability Policy which causes or contributes to the intoxication of such person.

Provided that at the time of the selling, serving or giving of such alcoholic liquor in the said premises the status of the insured shall be as set forth in, and that the premises shall have been used exclusively for the purposes set forth in, and in the manner set forth in, said Declarations.

Provided further that the indemnity provided herein shall not indemnify against liability for fines, penalties, punitive or exemplary damages.

B. This endorsement does not apply to any Liability arising under the Illinois Liquor Control Act nor to any liability for Bodily Injury including death or for damage to tangible property which occurs in Illinois.

C. Other Insurance.

It is further agreed that this endorsement does not cover any liability which is insured or would, but for the existence of this endorsement, be insured by any other valid and collectible insurance, except this endorsement will provide excess insurance over and above any such other valid and collectible insurance.

D. Exception to Named Insured.

Exceptions to Named Insured shall, in respect to the coverage afforded by this endorsement be amended to read as follows:

- “(1) The insurers do not agree to indemnify the insured named in the Declarations (Named Insured) against sums said Named Insured may become liable to pay;
- “(2) To anyone for Bodily Injury including death or for damage to tangible property caused by intoxication resulting from alcoholic liquors sold, served or given to an employee or person acting on behalf of the Named Insured which are consumed while such employee or person is engaged in the business of the Named Insured; or
- “(3) To anyone for Bodily Injury including death or for damage to tangible property caused by intoxication resulting from alcoholic liquors sold, served or given to the Named Insured or to a person who owns or controls any interest in the business of selling, serving or giving alcoholic liquors on the premises whether or not such person is named on the license; or”

E. Limits of Liability. The Limits of Liability under this endorsement for such injury or damages are included and made part of limits indicated under Limits Of Insurance for this policy;

Our total limit of liability under this endorsement and under the policy to which this endorsement is attached together shall not exceed the applicable limits stated in the Declarations of the policy.

F. This endorsement is subject otherwise to the terms, limitations, declarations, conditions (except the paragraph entitled “Other Insurance”) and exceptions contained in or endorsed on the insurance which this endorsement is attached.

All other provision of this policy apply.

LIQUOR LIABILITY

LPJ
(Ed. 7-98)

Constitutional Casualty Company, Chicago, Illinois, herein called the Company in consideration of the payment of the premium. In reliance upon the statements in the declarations made a part hereof and subject to all of the terms of this policy, agrees with the named insured as follows:

I. LIABILITY

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay by reason of the liability imposed upon him by Section 135 of Chapter 43, Illinois Revised Statutes commonly known as the “Dram Shop Act”

and all laws amendatory thereof, for damages, including damages for bodily injury, or injury to the means of support or loss of society of any person or persons, or for damage to any property, provided such liability arises during the policy period as the result of the selling or the giving of any alcoholic liquor during the policy period to any person or persons at the premises described in the declarations. The company may make such investigations and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This policy does not apply:

- (a) to injury to or destruction of property owned by, used by, occupied by or rented to the insured or to property in the care, custody or control of the insured;
- (b) to loss caused directly or indirectly by any act of the owner or licensee or of any employee of such owner or licensee or anyone acting in their behalf other than the selling or giving of alcoholic liquors upon the premises;
- (c) to loss on account of injuries or death suffered, or alleged to have been suffered by, or injury to the means of support or loss of society of any licensee or of any person employed by or acting on behalf of the licensee;
- (d) to loss resulting from the selling or giving by the insured of alcoholic liquors to any person employed by or acting on behalf of the insured;
- (e) to loss arising from the selling or giving of alcoholic liquors unless at the time of such selling or giving of such liquors, the insured or the occupant, if the insured is the owner, of the premises is licensed to carry on the business of selling alcoholic liquors at the premises in accordance with the requirements of all laws and ordinances in force where such premises are located, provided the owner of the premises shall have actual knowledge that the occupant is not so licensed.
- (f) to loss on account of injuries or death suffered, or alleged to have been suffered by, or injury to the means of support or loss of society of any dependents of any named insured under this policy or any dependents of any person or persons employed by or acting on behalf of a named insured under this policy.

II. PERSONS INSURED

Each of the following is an insured under this policy to the extent set forth below:

- (a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor;
- (b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the

organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

III. LIMITS OF LIABILITY

The limit of liability stated in the declarations as applicable to “bodily injury one person” is the limit of the company’s liability for all damages, including damages for care and loss of services, arising out of bodily injury, excluding death at any time resulting therefrom, sustained by one person as the result of any one occurrence; the limit of such liability stated in the declarations as applicable to “bodily injury one occurrence” is, subject to the above provision respecting each person, the total limit of the company’s liability for all damages, including damages for care and loss of services, arising out of bodily injury, excluding death at any time resulting therefrom, sustained by two or more persons, as the result of any one occurrence.

The limit of liability stated in the declarations as applicable to “injury to the means of support or loss of society” is the limit of the company’s liability for loss in respect to all injury to the means of support or loss of society of all persons on account of any one person’s death, disability or failure to support for any cause such person, or persons, and also in respect to all injury to all means of support or loss of society of all persons on account of the death or disability of one or more persons arising out of any one accident or occurrence or series of accidents or occurrences resulting from any one event.

The limit of liability stated in the declarations as applicable to “property damage” is the limit of the company’s liability for loss in respect to all damages to any and all property on account of any one accident or occurrence or series of accidents or occurrences arising out of any one event.

The inclusion herein of more than one insured shall not operate to increase the limits of the company’s liability.

IV. DEFINITIONS

“**Insured**” means any person or organization qualifying as an insured in the “Persons insured” provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company’s liability;

“**licensee**” means any person, firm or corporation duly licensed to carry on the business of selling alcoholic liquors in the premises described in the declarations, in accordance with all laws and ordinances in force where such premises are located;

“**named insured**” means the person or organizations named in the declarations of this policy;

“**occurrence**” means an accident, including injurious exposure to conditions, which results, during the policy period, in bodily injury, injury to means of support or loss of society, or property damage neither expected nor intended from the standpoint of the insured;

“**owner**” means any person, firm or corporation having an interest in the premises described in the declarations as owner, agent, general lessee, trustee or receiver and not a licensee.

SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, but the company shall have no obligation to apply for or furnish any such bonds;
- (c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;
- (d) reasonable expenses incurred by the insured at the company's request, including actual loss of wages or salary (but not loss of other income) not to exceed \$25 per day because of his attendance at hearings or trials at such request.

CONDITIONS

- 1. Premium:** All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

The word "receipts" means the gross amount of money charged by the insured or by others trading under his name for all alcoholic liquors and other beverages sold in connection therewith or distributed during the policy period and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

- 2. Inspection and Audit:** The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to

determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3. Insured's Duties in the Event of Occurrence, Claim or Suit:

- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable. The named insured shall promptly take at his expense all reasonable steps to prevent other bodily injury or property damage from arising out of the same or similar conditions, but such expense shall not be recoverable under this policy.
- (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements. In the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of bodily injury or property damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

4. Action Against Company: No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the

insured's estate shall not relieve the company of any of its obligations hereunder.

- 5. Other Insurance:** The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurances apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

(a) Contribution by Equal Shares. If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

(b) Contribution by Limits. If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

- 6. Subrogation:** In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.
- 7. Changes:** Notice to any agent or knowledge possessed by any agent or by any person shall not effect a waiver or a change in any part of this policy or stop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.
- 8. Assignment:** Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary

custody thereof, as insured, but only, until the appointment and qualification of the legal representative.

- 9. Three Year Policy:** If this policy is issued for a period of three years, the limits of the company's liability shall apply separately to each consecutive annual period thereof.
- 10. Cancellation:** This policy may be cancelled by the named insured by surrender thereof to the company or any of its authorized agents or by mailing the company written notice stating when thereafter the cancellation shall be effective.
- A. If the insured fails to discharge when due any of the insured's obligations in connection with the payment of premiums or any installment of such premium, whether payable directly to this Company or the insured's agent, written notice of cancellation must be mailed at least 10 days prior to the effective date of such cancellation.
- B. If this policy has been in effect for 60 days or more, it may be cancelled by this company only for one or more of the following reasons:
1. Non-payment of premium;
 2. The policy was obtained through a material misrepresentation;
 3. Any insured has violated any of the terms and conditions of the policy;
 4. The risk originally accepted has measurably increased;
 5. Certification to the Director of the loss of reinsurance by the insurer which provided coverage to the Company for all of or a substantial part of the underlying risk insured; or
 6. A determination by the Director that the continuation of the policy could place the Company in violation of the insurance laws of this State.

If this policy has been in effect less than 61 days, it may be cancelled by this Company, for any permissible reason other than non-payment of premium, only by mailing to the insured at the last mailing address known by this Company, written notice of cancellation at least 30 days prior to the effective date of cancellation.

If this policy has been in effect 61 days or more, it may be cancelled by this Company, for any permissible reason stated in item B above, other than non-payment of premium, only by mailing to the insured at the last mailing address known by this Company written notice of cancellation at least 60 days prior to the effective date of cancellation

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Proof of mailing will be sufficient proof of notice. The time of surrender or the effective date and hour of

cancellation stated in the notice shall become the end of the policy period.

11. Renewal: If the company elects not to renew this policy, it shall mail to the insured at the last mailing address known by the company; written notice of such nonrenewal not less than sixty days prior to the expiration date; provided that, notwithstanding the failure of the company to comply with the foregoing provisions of this paragraph, this policy shall terminate

1. on such expiration date, if

(a) the insured has failed to discharge when due any of his obligations in connection with the payment of premium or any installment of such premium that is payable directly to the company or its agent, or

(b) the company has by any means manifested its willingness to renew directly to the insured, or

(c) the insured has notified the company or its agent that he does not wish this policy to be renewed, or

2. on the effective date of any other insurance policy procured by the insured as a replacement for this policy.

The mailing of notice as aforesaid shall be sufficient proof of notice.

12. Declarations: By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreement existing between himself and the company or any of its agents relating to this insurance.

