



IMPORTANT

INSURANCE POLICY

KEEP FOR YOUR RECORDS

*Thank you for choosing K&K Insurance Group, Inc. for your insurance needs.
Please file the enclosed documents in a safe place for future reference.*

CAMPS

(877) 355-0315 Fax: (260) 459-5990

ENTERTAINMENT

(800) 440-5580 Fax: (260) 459-5810

EVENTS & ATTRACTIONS

(800) 553-8368 Fax: (260) 459-5624

EVENT CANCELLATION

(866) 554-4636 Fax: (260) 459-5800

FRANCHISED DEALERSHIPS

(800) 552-9253 Fax: (260) 459-5511

MOTORSPORTS

(800) 348-1839 Fax: (260) 459-5118

OUTFITTERS & GUIDES

(800) 440-5580 Fax: (260) 459-5821

PRODUCTS LIABILITY

(800) 927-4756 Fax: (260) 459-5971

RECREATION

(877) 355-0315 Fax: (260) 459-5821

SPORTS

(800) 441-3994 Fax: (260) 459-5120

VENUES & GAMING

(800) 440-5580 Fax: (260) 459-5810

K&K

INSURANCE

Sports | Leisure | Entertainment

Claims: 800-237-2917

Email: KK_Claims@kandkinsurance.com

Web site: www.kandkinsurance.com



**Direct Business - Gross Commission
Single or multiple carrier offering**

Applicant: Z CAR CLUB ASSOCIATION

Disclosure of Commission

The Insurance Company(s) named below will pay K&K Insurance Group the following percent of the premium to be paid for this Policy and/or Certificate, representing K&K's commission for the underwriting, policy/certificate issuance, administration and claims handling services that K&K provides in lieu of the Insurance Company. This commission amount is included within the quoted or renewed premium.

<u>Insurance Company</u>	<u>K&K's Gross Commission</u>	
	%	\$
NATIONAL CASUALTY COMPANY	30%	

The applicant understands that, subject to applicable laws, K&K Insurance Group will invest the premium and, in accordance with the permission of the insurer, will receive any interest or other income that the premium generates prior to remittance to the insurer.

Treaty Disclosure – If the insurer noted above is a member of the Great American Insurance Companies or Scottsdale Insurance Companies, this insurer purchased insurance coverage of its own called "treaty reinsurance" and retained Aon Re, Inc., a reinsurance broker and an affiliate of K&K Insurance Group, to serve as its treaty reinsurance intermediary. In that regard, Aon Re, was paid a certain percentage of the insurer's treaty reinsurance premium. The treaty reinsurer agrees to accept liability on a block of business and the cumulative experience of that block of business determines the pricing of the treaty. As the treaty reinsurer performs no individual risk scrutiny, neither the cost of the treaty reinsurance nor the treaty reinsurance brokerage associated therewith, can be determined on a per-risk basis.

Your payment of premium will constitute your acceptance of all of the terms and conditions including but not limited to our compensation (commission).

K&K office use only

Underwriters Initials	Date	Prospect #
-----------------------	------	------------

National Casualty Company

POLICYHOLDER DISCLOSURE

NOTICE OF TERRORISM INSURANCE COVERAGE

TERRORISM RISK INSURANCE ACT

Under the Terrorism Risk Insurance Act of 2002, as amended pursuant to the Terrorism Risk Insurance Program Reauthorization Act of 2007, effective January 1, 2008 (the "Act"), you have a right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Act: The term "certified acts of terrorism" means any act that is certified by the Secretary of the Treasury—in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that where coverage is provided by this policy for losses resulting from "certified acts of terrorism," such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the Federal Government under the Act.

You should also know that the Act, as amended, contains a \$100 Billion Cap that limits United States Government reimbursement as well as insurers' Liability for losses resulting from "certified acts of terrorism" when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

CONDITIONAL TERRORISM COVERAGE

The federal Terrorism Risk Insurance Program Reauthorization Act of 2007 is scheduled to terminate at the end of December 31, 2014, unless renewed, extended or otherwise continued by the federal government. Should you select Terrorism Coverage provided under the Act and the Act is terminated December 31, 2014, any terrorism coverage as defined by the Act provided in the policy will also terminate.

IN ACCORDANCE WITH THE ACT, YOU MUST CHOOSE TO SELECT OR REJECT COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" BELOW:

<input type="checkbox"/>	I hereby elect to purchase certified terrorism coverage for a premium of 090% . I understand that the federal Terrorism Risk Insurance Program Reauthorization Act of 2007 may terminate on December 31, 2014. Should that occur my coverage for terrorism as defined by the Act will also terminate.
<input type="checkbox"/>	I hereby reject the purchase of certified terrorism coverage.

Z CAR CLUB ASSOCIATION

Policyholder/Applicant's Signature

Named Insured/Firm

Print Name

KEO0000000785200
Policy Number, If available

Date

**National Casualty Company
Scottsdale Indemnity Company**

LOSS CONTROL AVAILABILITY—TEXAS

Loss Control techniques are a function of safety in any operation. Loss Control is a managed analysis of accidents, equipment, facilities and employees to reduce the possibility that a loss will occur and/or reduce the severity of those that do occur. One or more of the following methods for controlling losses may be implemented:

- On-site physical inspection with recommendations for improvement
- Hand-outs of similar industry claims and loss analysis
- Provision of loss summaries and analysis of your operation
- Recommendations for vehicle maintenance and inspection
- Bulletin board type safety materials for posting in conspicuous locations
- Loss Control Newsletter

Managing losses through Loss Control techniques can reduce both personal and financial injury.

Should you desire loss control services, please call 1-800-423-7675, extension 3184.

National Casualty Company

IMPORTANT NOTICE—TEXAS

To obtain information or make a complaint:

You may contact your agent or you may call National Casualty Company's toll-free number for information or to make a complaint at:

1-800-423-7675

You may also write to Scottsdale Insurance at:

National Casualty Company
8877 N. Gainey Center Drive
P.O. Box 4110
Scottsdale, Arizona 85261

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

Texas Department of Insurance
P.O. Box 149104
Austin, Texas 78714-9104
1-512-475-1771 (Fax)
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE—TEXAS

Para obtener información o para someter una queja:

Usted puede comunicarse con su agente o puede llamar al número de teléfono gratis de National Casualty Company para información o para someter una queja al:

1-800-423-7675

Usted también puede escribir a Scottsdale Insurance:

National Casualty Company
8877 N. Gainey Center Drive
P.O. Box 4110
Scottsdale, Arizona 85261

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos or quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Texas Department of Insurance
P.O. Box 149104
Austin, Texas 78714-9104
1-512-475-1771 (Fax)
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el Departamento de Seguros de Texas.

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.

National Casualty Company

Home Office
Madison, Wisconsin
Administrative Office:
8877 North Gainey Center Drive • Scottsdale, Arizona 85258
1-800-423-7675
A STOCK COMPANY

KR-GL-D-1
(07/07)

COMMERCIAL GENERAL LIABILITY - DECLARATIONS

Policy No. KEO0000000785200

Policy Period: 03/01/10 to 03/01/11 12:01 am Standard Time

Replacement No. KEO0000000287901

NAMED INSURED AND ADDRESS:

Z CAR CLUB ASSOCIATION
306 DOUBLETREE DRIVE
HIGHLAND VILLAGE, TX 75077

FORM OF BUSINESS

- Individual Limited Liability Company
 Partnership Organization, including a Corporation (but not including a Partnership, Joint Venture or Limited Liability Company)
 Joint Venture

RETROACTIVE DATE: (CG 00 02 only) This insurance does not apply to "bodily injury" or "property damage" or "personal injury and advertising injury" which occurs before the following Retroactive Date: _____ (Enter date or NONE if no Retroactive Date Applies)

LIMITS OF INSURANCE

General Aggregate Limit (Other than Products – Completed Operations)	NONE
Products – Completed Operations Aggregate Limit	\$ 1,000,000
Personal and Advertising Injury Limit	\$ 1,000,000
Each Occurrence Limit	\$ 1,000,000
Damage to Premises Rented to You Limit	\$ 300,000 any one premises
Medical Expense Limit	NONE any one person

LEGAL LIABILITY TO PARTICIPANTS \$ 1,000,000 per occurrence

SCHEDULE OF LOCATIONS:

0001 VARIOUS AS ON FILE WITH THE COMPANY

PREMIUM

Advance Premium for this Coverage Part is INCLUDED

ENDORSEMENTS ATTACHED TO THIS COVERAGE PART:

KR-GL-SP-2(04/07)	KR-GL-SP-1(04/07)	CG0001(12/04)	UT-3G(03/92)	KR-GL-94(04/07)
KR-GL-43(04/07)	KR-GL-22(04/07)	KR-GL-69(04/07)	KR-GL-61(04/07)	KR-GL-16-TX(04/07)
KR-GL-60(04/07)	KR-GL-3(04/07)	KR-GL-4(04/07)	KR-GL-46(04/07)	KR-GL-53(04/07)
KR-GL-21(04/07)	KR-GL-71(04/07)	CG2002(11/85)	CG2026(07/04)	CG2135(10/01)
CG2167(12/04)	CG2407(01/96)	CG2173(01/08)	CG0067(03/05)	GL-58S(12/93)
CG0103(06/06)	CG2639(04/99)			

National Casualty Company

Home Office
Madison, Wisconsin
Administrative Office:
8877 North Gainey Center Drive • Scottsdale, Arizona 85258
1-800-423-7675
A STOCK COMPANY

COMMON POLICY – DECLARATIONS

Policy No. KEO0000000785200
Previous Policy No. KEO0000000287901

NAMED INSURED AND ADDRESS:
Z CAR CLUB ASSOCIATION
306 DOUBLETREE DRIVE
HIGHLAND VILLAGE, TX 75077

PRODUCER'S NAME AND ADDRESS:
K&K Insurance
1712 Magnavox Way
P.O. Box 2338
Fort Wayne, IN 46801

POLICY PERIOD: From 03/01/10 to 03/01/11
at 12:01 a.m. Standard Time at your mailing address shown above.

**Insurance is afforded by company indicated below:
(each a capital stock corporation.)**

NATIONAL CASUALTY COMPANY

BUSINESS DESCRIPTION: NON SPEED EVENTS

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

This policy consists of the following coverage parts and separate policies for which a premium is indicated. This premium may be subject to adjustment.

	PREMIUM
Commercial Property Coverage Part	_____
Commercial General Liability Coverage Part	INCLUDED
Commercial Inland Marine Coverage Part	_____
Commercial Crime Coverage Part	_____
Commercial Auto Coverage Part	_____
Liquor Liability Coverage Part	_____
Employee Benefits Liability	_____
Errors and Omissions Coverage Part	INCLUDED

Minimum Premium	\$ 1,500
TOTAL PREMIUM	SEE KR-GL-60
	& UT-3G

FORMS APPLICABLE TO ALL COVERAGE PARTS: IL0021(09/08) IL0168(09/08) UT-COVPG(01/08) IL0275(09/07) IL0017(11/98) IL0985(01/08)

COUNTERSIGNED _____
DATE 03/01/10

by: 
AUTHORIZED REPRESENTATIVE

National Casualty Company

Home Office:

Madison, Wisconsin

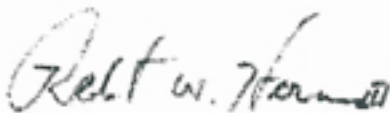
Administrative Office:

8877 North Gainey Center Drive • Scottsdale, Arizona 85258

1-800-423-7675

A STOCK COMPANY

In Witness Whereof, the Company has caused this policy to be executed and attested.



Secretary



President

The information contained herein replaces any similar information contained elsewhere in the policy.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
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 may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or

- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

- COMMERCIAL AUTOMOBILE COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- FARM COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY

1. The insurance 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, Nuclear Insurance Association of Canada or any of their successors, 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, 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, to "bodily injury" or "property damage" resulting from "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.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product 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 "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – DUTIES

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
- FARM COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
- OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added to the **Duties** Condition.

We will notify the first Named Insured in writing of:

1. An initial offer to compromise or settle a claim made or "suit" brought against any insured under this coverage. The notice will be given not later than the 10th day after the date on which the offer is made.

2. Any settlement of a claim made or "suit" brought against the insured under this coverage. The notice will be given not later than the 30th day after the date of the settlement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – CANCELLATION AND NONRENEWAL PROVISIONS FOR CASUALTY LINES AND COMMERCIAL PACKAGE POLICIES

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
- EMPLOYMENT-RELATED PRACTICES LIABILITY
- FARM COVERAGE PART – FARM LIABILITY COVERAGE FORM
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This endorsement also modifies insurance provided under the following when written as part of a Commercial Package Policy:

- CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- COMMERCIAL INLAND MARINE COVERAGE PART
- COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
- COMMERCIAL PROPERTY COVERAGE PART
- CRIME AND FIDELITY COVERAGE PART
- EMPLOYMENT-RELATED PRACTICES LIABILITY
- EQUIPMENT BREAKDOWN COVERAGE PART
- FARM COVERAGE PART – FARM LIABILITY COVERAGE FORM
- FARM COVERAGE PART – LIVESTOCK COVERAGE FORM
- FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM
- GLASS COVERAGE FORM
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraph 2. of the **Cancellation Common Policy Condition is replaced by the following:**

- 2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.**

However if this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then the notice of cancellation, as described above, will be provided to the First Named Insured 30 days before the effective date of cancellation. We will also provide 30 days' written notice to each unit-owner to whom we issued a certificate or memorandum of insurance, by mailing or delivering the notice to each last mailing address known to us.

The permissible reasons for cancellation are as follows:

- a. If this policy has been in effect for 60 days or less, we may cancel for any reason except, that under the provisions of the Texas Insurance Code, we may not cancel this policy solely because the policyholder is an elected official.**
- b. If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:**
 - (1) Fraud in obtaining coverage;**
 - (2) Failure to pay premiums when due;**
 - (3) An increase in hazard within the control of the insured which would produce an increase in rate;**

- (4) Loss of our reinsurance covering all or part of the risk covered by the policy; or
- (5) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.

B. The following condition is added and supersedes any provision to the contrary:

NONRENEWAL

1. We may elect not to renew this policy except, that under the provisions of the Texas Insurance Code, we may not refuse to renew this policy solely because the policyholder is an elected official.
2. This Paragraph, 2., applies unless the policy qualifies under Paragraph 3. below.

If we elect not to renew this policy, we may do so by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration date, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.

3. If this policy covers a condominium association, and the condominium property contains at least one residence or the condominium declarations conform with the Texas Uniform Condominium Act, then we will mail or deliver written notice of nonrenewal, at least 30 days before the expiration or anniversary date of the policy, to:

- a. The first Named Insured; and
- b. Each unit-owner to whom we issued a certificate or memorandum of insurance.

We will mail or deliver such notice to each last mailing address known to us.

4. If notice is mailed, proof of mailing will be sufficient proof of notice.
5. The transfer of a policyholder between admitted companies within the same insurance group is not considered a refusal to renew.

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium (Certified Acts) Rejected

This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(s):

Additional information, if any, concerning the terrorism premium:

You have rejected the offer of terrorism coverage for Acts of Terrorism that are certified under the Terrorism Risk Insurance Act as an Act of Terrorism. An exclusion of terrorism losses has been made a part of this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

QUICK REFERENCE COMMERCIAL GENERAL LIABILITY COVERAGE PART

Please read your policy carefully.

DECLARATIONS PAGES

- Named Insured and Mailing Address
- Policy Period
- Description of Business and Location
- Coverages and Limits of Insurance

SECTION I - COVERAGES

Beginning on Page

Coverage A -	Insuring Agreement	1
Bodily Injury and Property Damage Liability	Exclusions	2
Coverage B -	Insuring Agreement	5
Personal and Advertising Injury Liability	Exclusions	5
Coverage C -	Insuring Agreement	6
Medical Payments	Exclusions	7

SECTION II - WHO IS AN INSURED		8
--------------------------------------	--	---

SECTION III - LIMITS OF INSURANCE		9
---	--	---

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

Bankruptcy		9
Duties In The Event of Occurrence, Claim or Suit		9
Legal Action Against Us		10
Other Insurance		10
Premium Audit		11
Representations		11
Separation of Insureds		11
Transfer of Rights of Recovery Against Others To Us		11

SECTION V – DEFINITIONS		11
-------------------------------	--	----

COMMON POLICY CONDITIONS

- Cancellation
- Changes
- Examination of Your Books and Records
- Inspections and Surveys
- Premiums
- Transfer of Your Rights and Duties Under This Policy

ENDORSEMENTS (If Any)

LIABILITY SCHEDULE AND PREMIUM RECAP

POLICY NUMBER: KEO0000000785200

LOC. NO	* DESCRIPTION SUBLINE - CLASS CODE	**PREMIUM BASE ACT. EXPOSURE	RATES	PREMIUMS
1	334 46913 RACE TRACKS - MOTORIZED VEHICLES (LESSOR'S RISK ONLY)	U PER EVENT	\$282.00	\$282.00
	336 PRODUCTS: 16811 REFRESHMENT PRODUCTS 18434 NON-FOOD OR DRINK			
THIS POLICY IS SUBJECT TO A PER EVENT AUDIT				
			TOTAL	
			PREMIUMS	\$282.00

***SUBLINE KEY**

- 332 - Liquor Liability
- 334 - Premises/Operations
- 335 - Owners/Contractors Protective or
Principals Protective
- 336 - Products/Completed Operations
- 350 - Pollution Liability
- 345 - Other Composite Rated/Premises/Operations ONLY
- 346 - Other Composite Rated/Product/Completed
Operations ONLY
- 347 - Other Composite Rated - BOTH Premises/Operations
AND Product/Completed Operations or type in subline

****PREMIUM/EXPOSURE BASE KEY**

- A - Area (per 1,000 square feet)
- C - Total Cost (per \$1,000)
- E - Admissions (per head)
- M - Admissions (per 1,000)
- P - Payroll (per \$1,000)
- R - Receipts (per \$100)
- S - Gross Sales (per \$1,000)
- U - Units (per unit) or type in base

2. Exclusions

This insurance does not apply to:

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" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured 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:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES**COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY****1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" 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" or "property damage" 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 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 judgments or settlements under Coverages A or B or medical expenses under Coverage C.

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.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" 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" or "property damage" 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" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" 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 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" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" 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" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.
- g. Aircraft, Auto Or Watercraft**
- "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.
- This exclusion does not apply to:
- (1) A watercraft while ashore on premises you own or rent;

- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (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;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
 - (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

If such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" 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 "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

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**.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or 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 oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web-sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within one year of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to \$250 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.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

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 \$250 a day because of time off from work.

e. All costs taxed against the insured in the "suit".

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
- (2) Provides us with written authorization to:
- (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), 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:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while 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;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) 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 (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) 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", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

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 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 damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B**.

3. 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".
4. Subject to 2. above, 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.
5. Subject to 2. or 3. above, whichever applies, 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".
6. Subject to 5. 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.
7. Subject to 5. 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.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
- c. All other parts of the world if the injury or damage arises out of:

- (1) Goods or products made or sold by you in the territory described in a. above;
- (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
- (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
9. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

 - (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
10. "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".
 11. "Loading or unloading" means the handling of property:
 - a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
 12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- 13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 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;
 - 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. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, 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".

- 15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- 16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

- (a) When all of the work called for in your contract has been completed.
- (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

- 17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- 18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 19. "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.
- 20. "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.

21. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
- (2) The providing of or failure to provide warnings or instructions.

National Casualty Company

**ENDORSEMENT
NO.** 0000

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KE0000000785200	03/01/10	Z CAR CLUB ASSOCIATION	

Limits: \$1,000,000 Each Occurrence
\$1,000,000 Legal Liability to Participant

<u>Event Attendance</u>	<u>Class I</u>	<u>Class II</u>	<u>Class III</u>
1 - 250	\$159.00		
251 - 500	\$196.00		
501 - 1500	\$332.00		
1501 - 3000	\$412.00		

51 - 100 Miles. Additional 10% of Premium
101 - 200 Miles. Additional 15% of Premium
201 - 300 Miles. Additional 20% of Premium
Over 300 Miles. Additional 25% of Premium

<u>Class I</u>	<u>Class II</u>	<u>Class III</u>
Bike Show/Bike Wash/Car Show Caravan (No Rides) Guided Tours Poker Run/Toy Run/Rally	Trade Show	All Field Events **Flea Markets/Swap Meets

K&K Release and Waiver Liability Assumption of Risk and Indemnity Agreement Form
Must be Utilized.

**Subject to Underwriting Approval

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KE00000000785200	03/01/10	Z CAR CLUB ASSOCIATION	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENED COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. The following replaces SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, a.:**
- a. "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. SECTION I—COVERAGES, Coverage A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY, subsection 2. Exclusions, paragraph g.(2) is replaced by:**
- (2) A watercraft you do not own that is:
- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge.
- C. SECTION I—COVERAGES, Coverage B—PERSONAL AND ADVERTISING INJURY LIABILITY, subsection 2. Exclusions, paragraph b. and c. 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;
- D. SECTION I—COVERAGES, SUPPLEMENTARY PAYMENTS—COVERAGES A and B, paragraph 1.b. and 1.d. are replaced by:**
- b. Up to \$1,000 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.
- 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.
- E. The following replaces SECTION II—WHO IS AN INSURED, 3.a.:**
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
- F. The following are added to SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:**
- 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 Items **a.** and **b.** of this condition.

G. 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.

Waiver of Right of Recovery

We waive all rights of recovery when you have agreed to waive your rights of recovery when required by a written contract. However, this provision only applies if the written contract was executed prior to the date of the "occurrence."

H. With respect to this endorsement, the following replaces SECTION V—DEFINITIONS, paragraph 3. and 14.:

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 offences:
 - 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 occu-

pies, 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."
- I. Broadened Coverage—Damage to Premises Rented to You**
1. The word **fire** is replaced with the phrase **fire or explosion** where it appears in:
 - a. **SECTION I—COVERAGES, Coverage A, 2. Exclusions, j. Damage to Property;**
 - b. **SECTION I—COVERAGES, Coverage A, 2. Exclusions,** last paragraph;
 - c. **SECTION III—LIMITS OF INSURANCE,** Item 6.;
 - d. **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance,** Item (1)(b).
 2. The Limit of Insurance applicable to Damage to Premises Rented to You is \$300,000 unless a higher limit is specified on the Commercial General Liability Coverage Part Supplemental Declarations.

AUTHORIZED REPRESENTATIVE

DATE

National Casualty Company

ENDORSEMENT NO. 0000

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KE00000000785200	03/01/10	Z CAR CLUB ASSOCIATION	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARNED PREMIUM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is effective only when indicated by an "x."

- Premium Fully Earned at inception..... \$1,500
- Premium Fully Earned at inception _____
(Percentage of Policy Term Premium)
- Balance earned _____
(Indicate when 100% of premium is earned)
- Total Premium..... _____
- 90% of the annual premium is earned during the term of the event or season
- Premium Fully Earned as follows:
 _____ of Total Premium is Fully Earned in the event of cancellation prior to _____
 Total Policy Premium is Fully Earned in the event of cancellation after _____
- Event Premiums

The following premiums apply to each category of event indicated and are Fully Earned as of the beginning of each event:

EVENT	PREMIUM PER EVENT

AUTHORIZED REPRESENTATIVE

DATE

National Casualty Company

**ENDORSEMENT
NO. 0000**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KE0000000785200	03/01/10	Z CAR CLUB ASSOCIATION	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY MOTORSPORT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following modifies the Commercial General Liability Coverage form and for the coverage provided in the Independent Club Event Liability, Member Liability Coverage, Motorsports Racing Liability Coverage, Motorsports/Racing Owners/Sponsors Liability Coverage, Power Boat Racing Liability Coverage, Promoter Liability Insurance and Sledowners Liability Coverage.

The following is added to **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS:**

PREMIUM REFUNDS FOR EVENT CANCELLATION

In the event a "covered program" is completely canceled for any reason and no "participants" or spectators have been admitted to the "premises" or no "competition vehicles" have been on the track, no premium will be charged for the "covered program." Any premium received will be applied to future "covered programs" and no coverage is provided for the canceled event.

If a "covered program" is canceled for any reason, including adverse weather conditions, after any "participants" or spectators have been admitted to the "premises" and/or any "competition vehicles" have been on the track for any reason, 25% of the premium for said program will be retained by us.

In the event more than one-half of the "covered program" has been run before being canceled, or, if the spectators' rain checks are not honored at any other race date, 100% of the premium will be retained by us.

Regardless of events canceled or premium refunded, the minimum earned premium still applies.

AUTHORIZED REPRESENTATIVE

DATE

National Casualty Company

**ENDORSEMENT
NO.** 0000

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KEO0000000785200	03/01/10	Z CAR CLUB ASSOCIATION	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION—TUNING AND TESTING SESSIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following modifies the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** and for the coverage provided in the **MOTORSPORTS RACING LIABILITY COVERAGE**.

This insurance does not apply to "bodily injury" or "property damage" arising out of tuning and testing activities that are not associated with the normal staging of a "covered program."

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KE0000000785200	03/01/10	Z CAR CLUB ASSOCIATION	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIREWORKS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of fireworks.

For the purposes of this endorsement, fireworks means any display of explosive or burning devices, material or pyrotechnics. Fireworks does not include:

- a. The firing of an explosive commonly used to start or end an event; or
- b. Flashboxes which are induced electronically in a cylinder with no projectile, wadding or wrapping.

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KE0000000785200	03/01/10	Z CAR CLUB ASSOCIATION	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEGAL LIABILITY TO PARTICIPANTS WHO ARE MINORS—TEXAS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to "bodily injury" to any "participant" during a "covered program" who is under the age of sixteen (16) years old at the time of the "occurrence."

This exclusion does not apply:

1. To a "participant" who is not a driver or rider;
2. If the "participant" driver possesses a valid driver's license; or
3. The "participant" is injured during a "covered program" listed in the schedule below.

Event	Date(s)	Location	Minimum Age

B. Definitions

For purposes of this endorsement, all of the provisions within **SECTION V—DEFINITIONS** incorporated herein by reference and apply to this endorsement except to the extent any definitions below differ.

1. "Participant" means any person that you grant permission to enter the "restricted area" but only if:
 - a. The person has clearly defined duties directly allotted to them as respects a "covered program"; and
 - b. The person is within the "restricted area."
2. "Restricted Area" means any area requiring special authorization, credentials or permission to enter and to which admission by the general public is restricted or prohibited.
3. "Covered Program" means any event which:
 - a. Was specifically submitted to us as a scheduled event or activity at the inception of this policy; or
 - b. Is usual and customary to your business activities and events; or
 - c. Has been specifically endorsed to this policy

AUTHORIZED REPRESENTATIVE

DATE

National Casualty Company

**ENDORSEMENT
NO. 0000**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KE0000000785200	03/01/10	Z CAR CLUB ASSOCIATION	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY "COVERED PROGRAM" EVENT TYPE/LIMIT/RATE SCHEDULE

Limits of liability indicated below apply to each type of event specified herein:

TYPE OF EVENT: AUTOCROSS

LIMITS: \$1,000,000 EACH OCCURRENCE
 \$1,000,000 LEGAL LIABILITY TO PARTICIPANT
 RATE: \$282.00 EACH EVENT; ANNUAL

TYPE OF EVENT: MEMBERSHIP (\$8.24 X 50 MEMBERS)

LIMITS: \$1,000,000 EACH OCCURRENCE
 \$1,000,000 LEGAL LIABILITY TO PARTICIPANT
 RATE: \$412.00 EACH EVENT; ANNUAL

TYPE OF EVENT: CLASS I (OVER 3000 ATTENDANCE)

LIMITS: \$1,000,000 EACH OCCURRENCE
 \$1,000,000 LEGAL LIABILITY TO PARTICIPANT
 RATE: \$519.00 EACH EVENT; ANNUAL

TYPE OF EVENT: _____

LIMITS: _____ EACH OCCURRENCE
 _____ LEGAL LIABILITY TO PARTICIPANT
 RATE: _____ EACH EVENT; ANNUAL

TYPE OF EVENT: _____

LIMITS: _____ EACH OCCURRENCE
_____ LEGAL LIABILITY TO PARTICIPANT

RATE: _____ EACH EVENT; ANNUAL

TYPE OF EVENT: _____

LIMITS: _____ EACH OCCURRENCE
_____ LEGAL LIABILITY TO PARTICIPANT

RATE: _____ EACH EVENT; ANNUAL

TYPE OF EVENT: _____

LIMITS: _____ EACH OCCURRENCE
_____ LEGAL LIABILITY TO PARTICIPANT

RATE: _____ EACH EVENT; ANNUAL

TYPE OF EVENT: _____

LIMITS: _____ EACH OCCURRENCE
_____ LEGAL LIABILITY TO PARTICIPANT

RATE: _____ EACH EVENT; ANNUAL

TYPE OF EVENT: _____

LIMITS: _____ EACH OCCURRENCE
_____ LEGAL LIABILITY TO PARTICIPANT

RATE: _____ EACH EVENT; ANNUAL

TYPE OF EVENT: _____

LIMITS: _____ EACH OCCURRENCE
_____ LEGAL LIABILITY TO PARTICIPANT

RATE: _____ EACH EVENT; ANNUAL

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KE0000000785200	03/01/10	Z CAR CLUB ASSOCIATION	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INDEPENDENT CLUB EVENT LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY is amended as follows:

1. The following is added to exclusion (g) under **SECTION I—COVERAGES, Coverage A, 2. Exclusions:**

This insurance does not apply to "competition vehicles" or "official vehicles" during a "covered program" while on "premises."

2. Paragraph (2) of exclusion (h) under **SECTION I—COVERAGES, Coverage A, 2. Exclusions** is deleted and replaced with the following:

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity. This exclusion does not apply to "competition vehicles" or "official vehicles" during a "covered program" while on "premises."

3. Exclusion (d) under **SECTION I—COVERAGES, Coverage A, 2. Exclusions** is deleted and replaced with the following:

Any obligation of the Insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law, including but not limited to, the United States Longshore and Harbor Workers' Compensation Act and the Jones Act.

B. The following exclusions are added to SECTION I—COVERAGES, Coverage A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:

This insurance does not apply to:

1. "Property damage" to:
 - a. Property owned by, loaned to, leased to, rented to or used by any "participant" or your employee when in any "restricted area"; or
 - b. Any "auto," "official vehicle" or "competition vehicle" when in any "restricted area."
2. "Bodily injury" or "property damage" arising out of the use of the "premises" for any exhibition, event or activity not a part of the "covered program."
3. "Bodily injury" to:
 - a. Any person injured in the "restricted area" from whom you have not previously obtained a valid release and waiver on a form approved by us; or
 - b. Any person under the age of 18 years who is injured in a "restricted area" from whom you have not previously obtained a valid release and waiver signed by the minor person's parent or legal guardian, on a form approved by us.

This exclusion does not apply if:

1. You require each person to sign a release and waiver form previously approved by us prior to the "covered program"; and
 2. Your failure to obtain a valid and executed release and waiver was due to your inadvertent error, or misrepresentation or fraud by the person.
4. "Bodily injury" and "property damage" arising out of:
- (a) Any four wheel drive events that take place off public roads;
 - (b) Performance or pro rally events;

- (c) Racing competition events; or
- (d) Events which involve wheel-to-wheel competition which involve more than one-car-at-a-time competing simultaneously on the same course.

- 5. "Bodily injury" or "property damage" which arises out of a "competitive event" unless we are notified of the event in advance and a premium has been paid.
- 6. "Bodily injury" to a participant.
- 7. "Bodily injury" or "property damage" that does not occur during a "covered program."

C. The following definitions are added to SECTION V—DEFINITIONS:

"Competition vehicle" means any self-propelled vehicle, land motor vehicle or "watercraft" on the "premises" for the specific purpose of competing or performing in a "covered program."

"Competitive event" means supervised events such as gymkhanas, time/speed/distance rallies, autocrosses, slaloms, field trials, time trials and similar non-racing one-car-at-a-time events.

"Covered program" means any event which:

- a. Was specifically submitted to us as a scheduled event or activity at the inception of this policy; or
- b. Is usual and customary to your business activities and events; or
- c. Has been specifically endorsed to this Policy.

"Covered program" includes registration and technical inspection on or off the "premises."

"Official vehicle" means vehicles or "watercraft" on premises which are allowed access into the "restricted area." An "official vehicle" includes, but is not limited to, an ambulance, fire truck, tow truck, barge, boat, communication worker's car, physician's car, course or safety marshal's car or any other substitute vehicle.

"Participant" means any person granted permission to enter the "restricted area" but only if:

- a. The person has clearly defined duties directly allotted to them as respects a "covered program"; and
- b. The person is within the "restricted area."

"Premises" means:

- a. The property on which the event is being conducted; and
- b. Roads, buildings or structures adjacent to the property on which the event is being conducted.

Regarding "watercraft" events, "premises" means the area of water or property from which the event may be viewed with an unaided eye.

"Restricted Area" means any area requiring special authorization, credentials or permission to enter and to which admission by the general public is restricted or prohibited.

"Watercraft" means any boat or personal watercraft registered with the sanctioning body or association for the specific purpose of competing or performing in a "covered program."

D. For purposes of this endorsement, SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS are incorporated herein by reference and apply to this endorsement except to the extent any conditions below differ.

1. The following are added to SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS:

- a. The following is added to Condition 2.b.:

Immediately deliver to us the required release and waiver form dated and signed prior to the time of the "occurrence." With respect to minors, the release and waiver form must be signed by the minor person's parent or legal guardian.

You must utilize a release and waiver form that we approve prior to the "covered program."

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KEO0000000785200	03/01/10	Z CAR CLUB ASSOCIATION	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEGAL LIABILITY TO PARTICIPANTS—INDEPENDENT CLUB EVENT LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Additional Exclusions.

- The following is added to **SECTION I—COVERAGES, COVERAGE A. "BODILY INJURY" AND "PROPERTY DAMAGE" LIABILITY, 2. Exclusions:**

This insurance does not apply to:

"Bodily injury" to a "participant."

- The following is added to **SECTION I—COVERAGES, COVERAGE C. MEDICAL PAYMENTS, 2. Exclusions:**

This insurance does not apply to:

"Bodily injury" to a "participant."

B. Insuring Agreement.

The following is added to **SECTION I—COVERAGES: COVERAGE—LIABILITY TO "PARTICIPANTS"**

1. Insuring Agreement.

- We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" to any "participant" during a "covered program." 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" 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:

- The amount we will pay for damages is limited as described in Section C—Limits of Insurance in this endorsement; and

- Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements.

b. This insurance applies to "bodily injury" only if:

- The "bodily injury" is caused by an "occurrence" that takes place in the "coverage territory"; and

The "bodily injury" occurs during the policy period.

Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

2. Exclusions.

This insurance does not apply to:

- "Bodily injury" that is excluded under **SECTION I—COVERAGES, Coverage A, 2. Exclusions, Paragraphs a., b., c., d., e., f., g., h., i. and o.**

- The following is added to Exclusion (g) under **SECTION I—COVERAGES, Coverage A, 2. Exclusions.**

"Competition vehicles" or "official vehicles" during a "covered program" while on "premises."

- c. Paragraph (2) of **Exclusion (h)** under **SECTION I—COVERAGES, Coverage A, 2. Exclusions** is deleted and replaced with the following:

The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity. This exclusion does not apply to "competition vehicles" or "official vehicles" during a "covered program" while on "premises."

- d. **Exclusion (d)** under **SECTION I—COVERAGES, Coverage A, 2. Exclusions** is deleted and replaced with the following:

Any obligation of the insured under a workers' compensation, unemployment compensation or disability benefits law, or any similar law including, but not limited to, the United States Longshore and Harbor Workers' Act and the Jones Act.

- e. "Bodily injury" arising out of the use of the "premises" for any exhibition, event, or activity not a part of the "covered program."
- f. "Bodily injury" which involves the operation or use of any "watercraft" during non-racing periods. However, this exclusion does not apply to activities that are customary and usual in the "restricted area" and on the competition course.
- g. "Bodily injury" to:
- (1) Any "participant" injured in a "restricted area" from whom you have not previously obtained a valid release and waiver on a form approved by us; or
 - (2) Any "participant" under the age of 18 years who is injured in a "restricted area" from whom you have not previously obtained a valid release and waiver signed by the minor person's parent or legal guardian, on a form approved by us.

This exclusion does not apply if:

- (1) You require each "participant" to sign a release and waiver form previously approved by us prior to the "covered program"; and
- (2) Your failure to obtain a valid and executed release and waiver was due to your unintentional error, or misrepresentation or fraud by the "participant."

- h. "Bodily injury" arising out of:

- (1) Any four wheel drive events that take place off public roads;
- (2) Performance or pro rally events;
- (3) Racing competition events; or
- (4) Events which involve wheel-to-wheel competition which involve more than one-car-at-a-time competing simultaneously on the same course.

- i. "Bodily injury" which occurs during or arises out of a "competitive event" unless we are notified of the event in advance and a premium has been paid.

C. Limits of Insurance.

1. **SECTION III—LIMITS OF INSURANCE, Paragraph 2.** is replaced by the following:

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 damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - c. Damages under **Coverage B**; and
 - d. Damages under **Coverage—Liability To "Participants."**

2. The following is added to **SECTION III—LIMITS OF INSURANCE**:

Subject to paragraph 2. above, the Liability To "Participants" Limit shown in the Declarations is the most we will pay for the sum of all damages under **Coverage—Liability To "Participants"** because of all "bodily injury" to "participants" arising out of any one "occurrence."

D. Definitions.

1. The following are added to **SECTION V—DEFINITIONS**:

- a. "Competition vehicle" means any self-propelled vehicle, land motor vehicle or watercraft on the "premises" for the specific purpose of competing or performing in a "covered program."
- b. "Competitive event" means any non-racing one-car-at-a-time events, including, but not limited to, gymkhanas, time, speed, distance

rallies, autocrosses, slaloms, field trials and/or time trials.

- c. "Covered program" means any event which:
1. Was specifically submitted to us as a scheduled event or activity at the inception of this policy; or
 2. Is usual and customary to your business activities and events; or
 3. Has been specifically endorsed to this Policy.

"Covered program" includes registration and technical inspection on or off the "premises."

- d. "Official vehicle" means vehicles or "watercraft" on "premises" which are allowed access into the "restricted area." An "official vehicle" includes, but is not limited to, an ambulance, fire truck, tow truck, barge, boat, communication worker's car, physician's car, course or safety marshal's car or any other substitute vehicle.
- e. "Participant" means any person granted permission to enter the "restricted area" but only if:
1. The person has clearly defined duties directly allotted to them as respects a "covered program"; and
 2. The person is within the "restricted area."
- f. "Participant accident insurance" means insurance acceptable to us covering "participants" which contains minimum limits of:

Accidental Death & Dismemberment	Medical Reimbursement
N/A	N/A

Any national, state or provincial government health plan in effect will constitute "participant accident insurance."

g. "Premises" means:

1. The property on which the event is being conducted;
2. Roads, buildings or structures adjacent to the property on which the event is being conducted:

Regarding "watercraft" events, "premises" means the area of water or property from which the event may be viewed with an unaided eye.

h. "Restricted area" means any area requiring special authorization, credentials or permission to enter and to which admission of the general public is restricted or prohibited.

2. For the purposes of this endorsement, "watercraft" means any boat or personal watercraft registered with the sanctioning body or association for the specific purpose of competing or performing in a "covered program."

E. Conditions.

1. For the purposes of this endorsement, the following is added to **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS 2.b.:**

Immediately deliver to us the required release and waiver form dated and signed prior to the time of the "occurrence." With respect to minors, the release and waiver form must be signed by the minor person's parent or legal guardian.

2. The following additional conditions apply to coverage provided by this endorsement:
 - a. You must utilize a release and waiver form that we approve prior to the "covered program."
 - b. You must maintain "participant accident insurance" if a limit is designated in the definition of "participant accident insurance."

AUTHORIZED REPRESENTATIVE

DATE

National Casualty Company

**ENDORSEMENT
NO.** 0000

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KE0000000785200	03/01/10	Z CAR CLUB ASSOCIATION	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED EVENT COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance applies only to "bodily injury," "property damage" or "personal and advertising injury" arising out of an "occurrence" or offense which takes place during an event shown in the Schedule below. Notwithstanding the specific date(s) shown in the Schedule below, those activities that are part of the setup and teardown required for the event are considered part of the event.

The following is added to **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If any of the events in the schedule below are postponed by you, we may amend the scheduled date(s) to the date(s) you tell us. You must promptly notify us in writing of the postponement on or prior to the scheduled start date(s) and prior to the revised start date(s).

If any of the events in the schedule are cancelled by you, we may refund to you the premium for the cancelled events if you cancel the event(s) prior to the scheduled start date(s). You must promptly notify us in writing of the cancellation prior to the scheduled start date(s).

SCHEDULE

<u>TYPE OF EVENT</u> EVENTS REPORTED TO AND APPROVED BY THE COMPANY	<u>DATE OF EVENT</u>	<u>LOCATION</u>	<u>LIMITS</u>	<u>PREMIUM</u>
---	----------------------	-----------------	---------------	----------------

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KEO0000000785200	03/01/10	Z CAR CLUB ASSOCIATION	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION—DESIGNATED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Description of Designated Operation(s):

"Street Autocross Events". "Street Autocross Events" are described as autocross events held on public roadways.

Specified Location (If Applicable):

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to **SECTION I—COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This insurance does not apply to "bodily injury" or "property damage" arising out of the operations described in the Schedule of this endorsement, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

Unless a "location" is specified in the Schedule, this exclusion applies regardless of where such operations are conducted by you or on your behalf. If a specific "location" is designated in the Schedule of this endorsement, this exclusion applies only to the described operations conducted at that "location."

For the purpose of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, water way or right-of-way of a railroad.

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KE0000000785200	03/01/10	Z CAR CLUB ASSOCIATION	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXPENSE REIMBURSEMENT FOR COMPETITION VEHICLE DAMAGE CLAIMS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following modifies the Commercial General Liability Coverage form and for the coverage provided in the Member Liability Coverage, Motorsports Racing Liability Coverage, Promoter Liability Insurance and Sledowners Liability Coverage.

A. Additional Coverages

The following is added to **SECTION I—COVERAGES:**

COVERAGE—EXPENSE REIMBURSEMENT

We will reimburse you for "expenses" arising out of a claim or "suit" by a "participant" alleging "property damage" to any "competition vehicle" while in a "restricted area" during a "covered program." This reimbursement is subject to a co-payment as provided in **B. Limits Of Insurance** below.

We have no obligation or duty to defend against any claim or suit covered by this Expense Reimbursement endorsement.

B. Limits Of Insurance

The following is added to **SECTION III—LIMITS OF INSURANCE:**

The most we will reimburse you for "expenses" under **COVERAGE—EXPENSE REIMBURSEMENT** arising from "covered programs" during any one annual policy period is \$100,000. This limit is in addition to and not part of any other limits specified in **SECTION III—LIMITS OF INSURANCE.**

Each reimbursement by us under **COVERAGE—EXPENSE REIMBURSEMENT** is subject to a 10% co-payment by you. We will reimburse you for 90% of all covered "expenses," subject to the annual policy period limit specified above.

C. Additional Conditions

With respect to this endorsement, the following condition is added to **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Duties In The Event Of "Covered Expenses"

If a claim or "suit" covered by this endorsement is brought against you, you must:

- Be sure that we receive written notice of the claim or "suit" as soon as practicable; and
- Submit your "expenses" for reimbursement with sufficient detail to verify compliance with the definition of "expenses."

D. Definitions

With respect to this endorsement, the following is added to **SECTION V—DEFINITIONS:**

"Expenses" means costs, expenses, and legal fees incurred in the investigation, adjustment, defense, or appeal of a claim or "suit" covered by this endorsement. "Expenses" shall not include remuneration, salary, overhead, or benefit expenses of any insured.

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KE0000000785200	03/01/10	Z CAR CLUB ASSOCIATION	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OFFICIAL VEHICLE PROPERTY DAMAGE

For the coverage provided in the **MOTORSPORTS RACING LIABILITY COVERAGE:**

Exclusion. **B.1.** of the Motorsports Racing Liability Coverage is deleted in its entirety and replaced with the following:

1. The following exclusions are added to **SECTION I—COVERAGES A and C, Exclusions:**

This insurance does not apply to:

1. "Property Damage" to:
 - a. Property owned by, loaned to, leased to, rented to or used by any "participant" or your employee when in any "restricted area"; or

- b. Any "competition vehicle" when in any "restricted area."

This endorsement is subject to the following:

You are to assume and pay the following first expense (deductible) for each "occurrence" resulting in a "property damage" claim to any "auto" or "official vehicle" while in a "restricted area."

\$1,000 _____ Deductible each "occurrence."

AUTHORIZED REPRESENTATIVE

DATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - CLUB MEMBERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

WHO IS AN INSURED (Section II) is amended to include as an insured any of your members, but only with respect to their liability for your activities or activities they perform only on your behalf.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<ul style="list-style-type: none"> a. Any person or organization engaged in operating, managing, sanctioning, sponsoring the "covered program", or providing the "premises" for a "covered program", including officials of the "covered program" b. Any "participant" (excluding drivers), "competition vehicle" owner and "competition vehicle" sponsor. c. Any "participant" driver but only with respect to "bodily injury" or "property damage" to persons other than any other driver.
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or

omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – COVERAGE C – MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description And Location Of Premises Or Classification:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any premises or classification shown in the Schedule:

1. Section I – Coverage C – Medical Payments does not apply and none of the references to it in the Coverage Part apply; and

2. The following is added to Section I – Supplementary Payments:

- h. Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Fungi Or Bacteria**
- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.
- B. The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Fungi Or Bacteria**
- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- C. The following definition is added to the **Definitions** Section:
- "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRODUCTS/COMPLETED OPERATIONS HAZARD REDEFINED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Description of Premises and Operations:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to "bodily injury" or "property damage" arising out of "your products" manufactured, sold, handled or distributed:

1. On, from or in connection with the use of any premises described in the Schedule, or
2. In connection with the conduct of any operation described in the Schedule, when conducted by you or on your behalf,

Paragraph **a.** of the definition of "Products-completed operations hazard" in the DEFINITIONS Section is replaced by the following:

"Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" that arises out of "your products" if the "bodily injury" or "property damage" occurs after you have relinquished possession of those products.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

Any injury or damage arising, directly or indirectly, out of a *certified act of terrorism*.

B. The following definitions are added:

1. For the purposes of this endorsement, *any injury or damage* means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to *bodily injury*, *property damage*, *personal and advertising injury*, *injury* or *environmental damage* as may be defined in any applicable Coverage Part.

2. *Certified act of terrorism* means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a *certified act of terrorism* include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – VIOLATION OF STATUTES THAT GOVERN
E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF
SENDING MATERIAL OR INFORMATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2.,
Exclusions of Section I – Coverage A – Bodily Injury
And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

**DISTRIBUTION OF MATERIAL IN VIOLATION OF
STATUTES**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

**B. The following exclusion is added to Paragraph 2.,
Exclusions of Section I – Coverage B – Personal
And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

**DISTRIBUTION OF MATERIAL IN VIOLATION OF
STATUTES**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

National Casualty Company

**ENDORSEMENT
NO.** 0000

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KEO0000000785200	03/01/10	Z CAR CLUB ASSOCIATION	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LEAD CONTAMINATION EXCLUSION

This endorsement modifies insurance provided under:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement excludes "occurrences" at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured; or from the operations of the insured, which result in:

- a. "Bodily injury" arising out of the ingestion, inhalation or absorption of lead in any form;
- b. "Property Damage" arising from any form of lead;
- c. "Personal Injury" arising from any form of lead;
- d. "Advertising Injury" arising from any form of lead;
- e. **Medical Payments** arising from any form of lead;
- f. Any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead; or
- g. Any loss, cost or expense arising out of any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.

AUTHORIZED REPRESENTATIVE

DATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. With regard to liability for Bodily Injury, Property Damage and Personal And Advertising Injury, unless we are prejudiced by the insured's or your failure to comply with the requirement, no provision of this Coverage Part requiring you or any insured to give notice of "occurrence", claim or "suit", or forward demands, notices, summonses or legal papers in connection with a claim or "suit" will bar coverage under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

“Bodily injury” to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person’s employment; or
 - Ⓞ Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of “bodily injury” to that person at whom any of the employment-related practices described in Paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and

- (2) To any obligation to share damages with or to repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

“Personal and advertising injury” to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person’s employment; or
 - Ⓞ Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of “personal and advertising injury” to that person at whom any of the employment-related practices described in Paragraphs (a), (b) or (c) above is directed.

National Casualty Company

Home Office
Madison, Wisconsin
Administrative Office:
8877 North Gainey Center Drive • Scottsdale, Arizona 85258
1-800-423-7675
A STOCK COMPANY

KR-EO-D-1
(04/07)

Motorsports Errors and Omissions Coverage—Declarations

Policy Number: KEO0000000785200
Renewal of Policy: KEO0000000287901

Coverage Period:

12:01 A.M. Standard Time at the address of
the Named Insured as stated herein.

Effective Date: 03/01/10

Expiration Date: 03/01/11

NAMED INSURED AND ADDRESS:

Z CAR CLUB ASSOCIATION
306 DOUBLETREE DRIVE
HIGHLAND VILLAGE, TX 75077

This Coverage Part provides Motorsports Errors and Omissions Coverage for Covered Programs.

Motorsports Errors and Omissions

ITEM 1. LIMITS OF INSURANCE

Each Incident \$ 100,000

Annual Aggregate NONE

ITEM 2. DEDUCTIBLE

Each Incident 0

ITEM 3. PREMIUM

Total Premium INCLUDED

ITEM 4. FORM OF BUSINESS

Individual Partnership Joint Venture Limited Liability Company

Organization, including a Corporation (but not including a Partnership, Joint Venture,
or Limited Liability Company)

Business Activities &
Events Description: NON SPEED EVENTS

ITEM 5. ENDORSEMENTS ATTACHED

KR-EO-P-1(04/07)

KR-EO-D-1 (04-07)

National Casualty Company
A Stock Insurance Company, herein called the Company

SPORTS AND LEISURE PROGRAM

MOTORSPORTS ERRORS AND OMISSIONS COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we," "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II—WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI—DEFINITIONS**.

SECTION I—MOTORSPORTS ERRORS AND OMISSIONS COVERAGE

A. Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as monetary damages caused by a negligent act, error or omission during a "covered program" and arising out of:

1. Technical Inspections;
2. Scoring;
3. Disqualification;
4. Officiating;
5. Award Payments; or
6. The refusal to allow a person to participate in a "covered program" solely based on that person's mental or physical limitations.

However, this insurance only applies if such negligent act, error or omission occurs during the coverage period stated on the **MOTORSPORTS ERRORS AND OMISSIONS COVERAGE DECLARATIONS**.

We will have the right and duty to defend any suit seeking those damages, but the amount we will pay for damages is limited as described in **SECTION III—LIMITS OF INSURANCE**. Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **MOTORSPORT ERRORS AND OMISSIONS COVERAGE**.

We have no right or duty to defend claims for damages not covered by this Coverage Form.

B. Exclusions

This insurance does not apply to:

1. Any claim if caused by any intentionally wrongful, dishonest, fraudulent or criminal acts, errors or omissions committed by any insured;
2. Any "bodily injury," "property damage" or "personal and advertising injury";
3. Any claim by "you" against another insured;
4. Any non-compensatory amounts, including but not limited to punitive, exemplary or multiplication of damages, fines, taxes or penalties, in whatever form assessed;
5. Any claim that arises out of or relates to alleged violations of any law that prohibits the monopolization or unlawful restraint of trade, business or profession;
6.
 - a. Any injury, damages or loss which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time; or
 - b. Any loss, cost or expense arising out of any:
 - 1) Request, demand, order or statutory or regulatory requirement that any

insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

- 2) claim or suit by or on behalf of a governmental authority for any damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants";
7. Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law;
8. Any liability of others assumed by any insured under any contract or agreement;
9. Any violation of the Racketeer Influenced and Corrupt Organizations Act (RICO), including any similar federal, state or local laws;
10. Any claim that arises out of:
 - a. The gaining of access to a computer, computer system, or computer network by an unauthorized person or persons or an authorized person in an unauthorized manner;
 - b. the use of a computer, computer system, or computer network by an unauthorized person or persons or an authorized person in an unauthorized manner; or
 - c. the transmission of Malicious Code which shall mean an unauthorized corrupting or harmful piece of code and includes, but is not limited to, "Trojan horses," "worms," and "time or logic bombs";
11. Any claim that arises out of wear and tear or gradual deterioration;
12. Any claim that arises out of:
 - a. any change in electrical power supply, including but not limited to power failure, power interruption, power surge, brown-out, blackout, short-circuit, over voltage, induction or power fluctuation; or

- b. interruptions or outages to gas, water, telephone, cable or satellite services furnished by utility companies; or

13. Any claim arising out of any actual or alleged conflict of interest or self-dealing by any insured, including, but not limited to any claim arising out of any insured's participation as a contestant or contender in any "covered program."

C. Supplementary Payments

We will pay in addition to our limit of insurance:

1. All expenses we incur.
2. Premiums on appeal bonds or bonds to release property used to secure your legal obligations, in a claim we defend but only for bond amounts within our limits. We do not have to furnish or secure these bonds.
3. Up to \$100 a day for loss of earnings (but not other income) because of attendance at hearings or trials at our request.

SECTION II—WHO IS AN INSURED

A. If you are designated in the **MOTORSPORTS ERRORS AND OMISSIONS COVERAGE DECLARATIONS** as:

1. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
2. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
3. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
4. An organization other than a partnership, joint venture, or limited liability company, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

B. Each of the following is also an insured:

1. Your employees and volunteers, other than either your executive officers (if you are an

organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to a "covered program."

2. Any sanctioning body of a "covered program," including their executive officers, directors and stewards, but only with respect to their duties as officers, directors and stewards when such duties arise out of or relate to your "covered program."

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the **MOTORSPORTS ERRORS AND OMISSIONS COVERAGE DECLARATIONS**.

SECTION III—LIMITS OF INSURANCE

Regardless of the number of insureds covered, premiums charged, persons or organizations who make claims, the most we will pay is the limit shown on the **MOTORSPORTS ERRORS AND OMISSIONS COVERAGE DECLARATIONS** as applicable to:

1. Each Incident with respect to all damages arising out of the same negligent act, error, or omission; or
2. Annual Aggregate with respect to the sum of all damages incurred during the Policy Period as shown on the **MOTORSPORTS ERRORS AND OMISSIONS COVERAGE DECLARATIONS**.

SECTION IV—DEDUCTIBLE

Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount stated on the **MOTORSPORTS ERRORS AND OMISSIONS COVERAGE DECLARATIONS**. We may pay any part or all of the deductible amount to effect settlement of any claim and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount paid by us.

SECTION V—CONDITIONS

A. Duties In The Event Of A Claim

In the event a claim is made against any insured, or you have knowledge of a claim, you must:

1. Report this to us in writing as soon as possible. Give us all the details you can, including when, where and how it happened, the names and addresses of persons involved;
2. Promptly send us all documents, if any insured is sued or if claim is made against them. If a dispute arises as to whether you mailed, or we received, notice of a claim or suit, only a certified mailing receipt will be proof of mailing; or
3. Cooperate and assist us in the investigation, settlement, defense, enforcement or contribution of indemnification. The insured may not, except at their own expense, make any offer or payment, assume any obligation or incur any expenses unless otherwise permitted in this Coverage Form.

B. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Form, our obligations are limited as follows:

1. Primary Insurance

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described below.

2. Method Of Sharing

- a. If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
- b. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

C. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

D. Legal Action Against Us

No person or organization has a right under this Coverage Form:

1. To join us as a party or otherwise bring us into a suit asking for "damages" from an insured; or
2. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Form or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

SECTION VI—DEFINITIONS:

When used in this Coverage Form:

- A. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.
- B. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- C. "Covered program" means any event which:
1. Was specifically submitted to us as a scheduled event or activity at the effective date of this Coverage Form; or
 2. Is usual and customary to your business activities and events as stated on the **MOTORSPORTS ERRORS AND OMISSIONS COVERAGE DECLARATIONS**; or
 3. Has been specifically endorsed to this Policy.

"Covered program" includes registration and technical inspection on or off the premises.

- D. "Personal and advertising injury" means injury, including consequential "bodily injury," arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment;
2. Malicious prosecution;
3. 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;
4. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
5. Oral or written publication of material that violates a person's right of privacy;
6. The use of another's advertising idea in your "advertisement"; or
7. Infringing upon another's copyright, trade dress or slogan in your "advertisement."

- E. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- F. "Property damage" means:

1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
2. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

RATE CARD #: 1
FACILITY # / NAME: 999999 FACILITY NOT APPLICABLE
EVENT CODE / DESCRIPTION: 45 GYMKHANA/AUTOCROSS
CLASS CODE / DESCRIPTION: 711 INDEPENDENT--MOTORSPORTS
SUBCLASS CODE / DESCRIPTION: A08 SPORTS CAR

ACCT. EXEC.	ACCOUNT LOCATION	ST	TR	DATE	ACCOUNT#	SURFACE / LENGTH
TWC	VARIOUS		00	12/04/09	105405	/

NJD

K&K Insurance Group, Inc.
 P.O. Box 2338
 Fort Wayne, IN 46801
 (800) 348-1839

Z CAR CLUB ASSOCIATION
 BOB BOSSE
 306 DOUBLETREE DRIVE
 HIGHLAND VILLAGE, TX 75077-0000

RACING & SPORT/LEISURE
 INSURANCE RISK SPECIALISTS

AUTOCROSS

EFFECTIVE DATE: 3/01/10 **EXPIRATION DATE:** 3/01/11
PHONE NUMBERS: DAY (972) 317-7363 NIGHT

FAX#

Policy #	Coverage	Limits
KEO0000785200	COMMERCIAL GENERAL LIABILITY	\$1,000,000
	PRODUCT/COMPLETED OPERATIONS	\$1,000,000
	PERSONAL & ADVERTISING INJURY	\$1,000,000
	DAMAGE PREMISES RENTED-ANY ONE PREM	\$300,000
	ERRORS & OMISSIONS	\$100,000
	PARTICIPANT LEGAL LIABILITY	\$1,000,000
	PIT PROPERTY	\$1,000,000
	COMMERCIAL GENERAL LIABILITY BF	\$1,000,000
	SPECTATOR LIABILITY PREMIUM:	\$282.00
	TOTAL AMOUNT DUE FOR RATE CARD:	\$282.00

RATE CARD #: 2
 FACILITY # / NAME: 999999 FACILITY NOT APPLICABLE
 EVENT CODE / DESCRIPTION: G6 MEMBER
 CLASS CODE / DESCRIPTION: 711 INDEPENDENT--MOTORSPORTS
 SUBCLASS CODE / DESCRIPTION: Z00 ALL VEHICLES

ACCT. EXEC.	ACCOUNT LOCATION	ST	TR	DATE	ACCOUNT#	SURFACE / LENGTH
TWC	VARIOUS		00	12/04/09	105405	/

NJD
 K&K Insurance Group, Inc.
 P.O. Box 2338
 Fort Wayne, IN 46801
 (800) 348-1839

Z CAR CLUB ASSOCIATION
 BOB BOSSE
 306 DOUBLETREE DRIVE
 HIGHLAND VILLAGE, TX 75077-0000

RACING & SPORT/LEISURE
 INSURANCE RISK SPECIALISTS

MEMBERSHIP (\$8.24 PER X 50 MEMBERS)
 EFFECTIVE DATE: 3/01/10 EXPIRATION DATE: 3/01/11
 PHONE NUMBERS: DAY (972) 317-7363 NIGHT FAX#

Policy #	Coverage	Limits
KEO0000785200	COMMERCIAL GENERAL LIABILITY	\$1,000,000
	PRODUCT/COMPLETED OPERATIONS	\$1,000,000
	PERSONAL & ADVERTISING INJURY	\$1,000,000
	DAMAGE PREMISES RENTED-ANY ONE PREM	\$300,000
	ERRORS & OMISSIONS	\$100,000
	PARTICIPANT LEGAL LIABILITY	\$1,000,000
	PIT PROPERTY	\$1,000,000
	COMMERCIAL GENERAL LIABILITY BF	\$1,000,000
	SPECTATOR LIABILITY PREMIUM:	\$412.00
	TOTAL AMOUNT DUE FOR RATE CARD:	\$412.00

RATE CARD #: 3
FACILITY # / NAME: 999999 FACILITY NOT APPLICABLE
EVENT CODE / DESCRIPTION: F9 LOW SPEED-ICEL
CLASS CODE / DESCRIPTION: 711 INDEPENDENT--MOTORSPORTS
SUBCLASS CODE / DESCRIPTION: A08 SPORTS CAR

ACCT. EXEC.	ACCOUNT LOCATION	ST	TR	DATE	ACCOUNT#	SURFACE / LENGTH
TWC	VARIOUS		00	12/04/09	105405	/

NJD
 K&K Insurance Group, Inc.
 P.O. Box 2338
 Fort Wayne, IN 46801
 (800) 348-1839

Z CAR CLUB ASSOCIATION
 BOB BOSSE
 306 DOUBLETREE DRIVE
 HIGHLAND VILLAGE, TX 75077-0000

RACING & SPORT/LEISURE
 INSURANCE RISK SPECIALISTS

CLASS I (1-250 ATTENDANCE)
 EFFECTIVE DATE: 3/01/10 EXPIRATION DATE: 3/01/11
 PHONE NUMBERS: DAY (972) 317-7363 NIGHT FAX#

Policy #	Coverage	Limits
KEO0000785200	COMMERCIAL GENERAL LIABILITY	\$1,000,000
	PRODUCT/COMPLETED OPERATIONS	\$1,000,000
	PERSONAL & ADVERTISING INJURY	\$1,000,000
	DAMAGE PREMISES RENTED-ANY ONE PREM	\$300,000
	ERRORS & OMISSIONS	\$100,000
	PARTICIPANT LEGAL LIABILITY	\$1,000,000
	PIT PROPERTY	\$1,000,000
	COMMERCIAL GENERAL LIABILITY BF	\$1,000,000
	SPECTATOR LIABILITY PREMIUM:	\$159.00
	TOTAL AMOUNT DUE FOR RATE CARD:	\$159.00

RATE CARD #: 4
 FACILITY # / NAME: 999999 FACILITY NOT APPLICABLE
 EVENT CODE / DESCRIPTION: F9 LOW SPEED-ICEL
 CLASS CODE / DESCRIPTION: 711 INDEPENDENT--MOTORSPORTS
 SUBCLASS CODE / DESCRIPTION: A08 SPORTS CAR

ACCT. EXEC.	ACCOUNT LOCATION	ST	TR	DATE	ACCOUNT#	SURFACE / LENGTH
TWC	VARIOUS		00	12/04/09	105405	/

NJD
 K&K Insurance Group, Inc.
 P.O. Box 2338
 Fort Wayne, IN 46801
 (800) 348-1839

Z CAR CLUB ASSOCIATION
 BOB BOSSE
 306 DOUBLETREE DRIVE
 HIGHLAND VILLAGE, TX 75077-0000

RACING & SPORT/LEISURE
 INSURANCE RISK SPECIALISTS

CLASS I (251-500 ATTENDANCE)
 EFFECTIVE DATE: 3/01/10 EXPIRATION DATE: 3/01/11
 PHONE NUMBERS: DAY (972) 317-7363 NIGHT FAX#

Policy #	Coverage	Limits
KEO0000785200	COMMERCIAL GENERAL LIABILITY	\$1,000,000
	PRODUCT/COMPLETED OPERATIONS	\$1,000,000
	PERSONAL & ADVERTISING INJURY	\$1,000,000
	DAMAGE PREMISES RENTED-ANY ONE PREM	\$300,000
	ERRORS & OMISSIONS	\$100,000
	PARTICIPANT LEGAL LIABILITY	\$1,000,000
	PIT PROPERTY	\$1,000,000
	COMMERCIAL GENERAL LIABILITY BF	\$1,000,000
	SPECTATOR LIABILITY PREMIUM:	\$196.00
	TOTAL AMOUNT DUE FOR RATE CARD:	\$196.00

RATE CARD #: 5
 FACILITY # / NAME: 999999 FACILITY NOT APPLICABLE
 EVENT CODE / DESCRIPTION: F9 LOW SPEED-ICEL
 CLASS CODE / DESCRIPTION: 711 INDEPENDENT--MOTORSPORTS
 SUBCLASS CODE / DESCRIPTION: A08 SPORTS CAR

ACCT. EXEC.	ACCOUNT LOCATION	ST	TR	DATE	ACCOUNT#	SURFACE / LENGTH
TWC	VARIOUS		00	12/04/09	105405	/

NJD
 K&K Insurance Group, Inc.
 P.O. Box 2338
 Fort Wayne, IN 46801
 (800) 348-1839

Z CAR CLUB ASSOCIATION
 BOB BOSSE
 306 DOUBLETREE DRIVE
 HIGHLAND VILLAGE, TX 75077-0000

RACING & SPORT/LEISURE
 INSURANCE RISK SPECIALISTS

CLASS I (501-1500 ATTENDANCE)
 EFFECTIVE DATE: 3/01/10 EXPIRATION DATE: 3/01/11
 PHONE NUMBERS: DAY (972) 317-7363 NIGHT FAX#

Policy #	Coverage	Limits
KEO0000785200	COMMERCIAL GENERAL LIABILITY	\$1,000,000
	PRODUCT/COMPLETED OPERATIONS	\$1,000,000
	PERSONAL & ADVERTISING INJURY	\$1,000,000
	DAMAGE PREMISES RENTED-ANY ONE PREM	\$300,000
	ERRORS & OMISSIONS	\$100,000
	PARTICIPANT LEGAL LIABILITY	\$1,000,000
	PIT PROPERTY	\$1,000,000
	COMMERCIAL GENERAL LIABILITY BF	\$1,000,000
	SPECTATOR LIABILITY PREMIUM:	\$332.00
	TOTAL AMOUNT DUE FOR RATE CARD:	\$332.00

RATE CARD #: 6
 FACILITY # / NAME: 999999 FACILITY NOT APPLICABLE
 EVENT CODE / DESCRIPTION: F9 LOW SPEED-ICEL
 CLASS CODE / DESCRIPTION: 711 INDEPENDENT--MOTORSPORTS
 SUBCLASS CODE / DESCRIPTION: A08 SPORTS CAR

ACCT. EXEC.	ACCOUNT LOCATION	ST	TR	DATE	ACCOUNT#	SURFACE / LENGTH
TWC	VARIOUS		00	12/04/09	105405	/

NJD
 K&K Insurance Group, Inc.
 P.O. Box 2338
 Fort Wayne, IN 46801
 (800) 348-1839

Z CAR CLUB ASSOCIATION
 BOB BOSSE
 306 DOUBLETREE DRIVE
 HIGHLAND VILLAGE, TX 75077-0000

RACING & SPORT/LEISURE
 INSURANCE RISK SPECIALISTS

CLASS I (1501-3000 ATTENDANCE)
 EFFECTIVE DATE: 3/01/10 EXPIRATION DATE: 3/01/11
 PHONE NUMBERS: DAY (972)317-7363 NIGHT FAX#

Policy #	Coverage	Limits
KEO0000785200	COMMERCIAL GENERAL LIABILITY	\$1,000,000
	PRODUCT/COMPLETED OPERATIONS	\$1,000,000
	PERSONAL & ADVERTISING INJURY	\$1,000,000
	DAMAGE PREMISES RENTED-ANY ONE PREM	\$300,000
	ERRORS & OMISSIONS	\$100,000
	PARTICIPANT LEGAL LIABILITY	\$1,000,000
	PIT PROPERTY	\$1,000,000
	COMMERCIAL GENERAL LIABILITY BF	\$1,000,000
	SPECTATOR LIABILITY PREMIUM:	\$412.00
	TOTAL AMOUNT DUE FOR RATE CARD:	\$412.00

RATE CARD #: 7
 FACILITY # / NAME: 999999 FACILITY NOT APPLICABLE
 EVENT CODE / DESCRIPTION: F9 LOW SPEED-ICEL
 CLASS CODE / DESCRIPTION: 711 INDEPENDENT--MOTORSPORTS
 SUBCLASS CODE / DESCRIPTION: A08 SPORTS CAR

ACCT. EXEC.	ACCOUNT LOCATION	ST	TR	DATE	ACCOUNT#	SURFACE / LENGTH
TWC	VARIOUS		00	12/04/09	105405	/

NJD

K&K Insurance Group, Inc.
 P.O. Box 2338
 Fort Wayne, IN 46801
 (800) 348-1839

Z CAR CLUB ASSOCIATION
 BOB BOSSE
 306 DOUBLETREE DRIVE
 HIGHLAND VILLAGE, TX 75077-0000

RACING & SPORT/LEISURE
 INSURANCE RISK SPECIALISTS

CLASS I (OVER 3000 ATTENDANCE)
 EFFECTIVE DATE: 3/01/10 EXPIRATION DATE: 3/01/11
 PHONE NUMBERS: DAY (972) 317-7363 NIGHT

FAX#

Policy #	Coverage	Limits
KEO0000785200	COMMERCIAL GENERAL LIABILITY	\$1,000,000
	PRODUCT/COMPLETED OPERATIONS	\$1,000,000
	PERSONAL & ADVERTISING INJURY	\$1,000,000
	DAMAGE PREMISES RENTED-ANY ONE PREM	\$300,000
	ERRORS & OMISSIONS	\$100,000
	PARTICIPANT LEGAL LIABILITY	\$1,000,000
	PIT PROPERTY	\$1,000,000
	COMMERCIAL GENERAL LIABILITY BF	\$1,000,000
	SPECTATOR LIABILITY PREMIUM:	\$519.00
	TOTAL AMOUNT DUE FOR RATE CARD:	\$519.00

Received 12/19/09



P.O. Box 2338
1712 Magnavox Way
Fort Wayne, IN 46801
Ph: 877-783-1161 / Fax: 800-363-3694
scu@kandkinsurance.com

120409

Z CAR CLUB ASSOCIATION
306 DOUBLETREE DRIVE
HIGHLAND VILLAGE, TX 75077

Excess \$1M Policy

Re: XK0000000786700 Policy Period: 03/01/10 - 03/01/11 *(General Liability Policy)*

Dear Sir/Madam,

In our ongoing commitment to improve customer service we have streamlined the renewal process:

- Enclosed please find the renewal for the above referenced policy. ✓
- A premium notice will be mailed shortly. ✓

The optional terrorism coverage election on the primary underlying policy will also apply to any applicable excess coverage. If you wish to change your election, please contact the undersigned.

A premium notice for the renewal will be sent to you separately. Please note that the premium amount due as indicated on the premium notice, must be received by our office on or before the effective date of the policy.

This policy will be null and void and no coverage will apply if payment is not received by the due date.

We value and appreciate your business and look forward to serving you again this year.

Sincerely,

Thomas Cupka

Thomas Cupka
Underwriter

K&K Insurance Group

**Direct Business - Gross Commission
Single or multiple carrier offering**

Applicant: Z CAR CLUB ASSOCIATION

Disclosure of Commission

The Insurance Company(s) named below will pay K&K Insurance Group the following percent of the premium to be paid for this Policy and/or Certificate, representing K&K's commission for the underwriting, policy/certificate issuance, administration and claims handling services that K&K provides in lieu of the Insurance Company. This commission amount is included within the quoted or renewed premium.

<u>Insurance Company</u>	<u>K&K's Gross Commission</u>	
	%	\$
NATIONAL CASUALTY COMPANY	30%	

The applicant understands that, subject to applicable laws, K&K Insurance Group will invest the premium and, in accordance with the permission of the insurer, will receive any interest or other income that the premium generates prior to remittance to the insurer.

Treaty Disclosure – If the insurer noted above is a member of the Great American Insurance Companies or Scottsdale Insurance Companies, this insurer purchased insurance coverage of its own called "treaty reinsurance" and retained Aon Re, Inc., a reinsurance broker and an affiliate of K&K Insurance Group, to serve as its treaty reinsurance intermediary. In that regard, Aon Re, was paid a certain percentage of the insurer's treaty reinsurance premium. The treaty reinsurer agrees to accept liability on a block of business and the cumulative experience of that block of business determines the pricing of the treaty. As the treaty reinsurer performs no individual risk scrutiny, neither the cost of the treaty reinsurance nor the treaty reinsurance brokerage associated therewith, can be determined on a per-risk basis.

Your payment of premium will constitute your acceptance of all of the terms and conditions including but not limited to our compensation (commission).

K&K office use only

Underwriters Initials	Date	Prospect #
-----------------------	------	------------

National Casualty Company

IMPORTANT NOTICE—TEXAS

To obtain information or make a complaint:

You may contact your agent or you may call National Casualty Company's toll-free number for information or to make a complaint at:

1-800-423-7675

You may also write to Scottsdale Insurance at:

National Casualty Company
8877 N. Gainey Center Drive
P.O. Box 4110
Scottsdale, Arizona 85261

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

Texas Department of Insurance
P.O. Box 149104
Austin, Texas 78714-9104
1-512-475-1771 (Fax)
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE—TEXAS

Para obtener información o para someter una queja:

Usted puede comunicarse con su agente o puede llamar al número de teléfono gratis de National Casualty Company para información o para someter una queja al:

1-800-423-7675

Usted también puede escribir a Scottsdale Insurance:

National Casualty Company
8877 N. Gainey Center Drive
P.O. Box 4110
Scottsdale, Arizona 85261

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos or quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Texas Department of Insurance
P.O. Box 149104
Austin, Texas 78714-9104
1-512-475-1771 (Fax)
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el Departamento de Seguros de Texas.

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.

DECLARATIONS
EXCESS LIABILITY POLICY

National Casualty Company

Policy Number

XKO0000000570500

Renewal of Number

XKO0000000786700

Home Office:
16 North Carroll Street, Suite 209 • Madison, Wisconsin 53703-2703
Property/Casualty Division:
8877 North Gainey Center Drive • Scottsdale, Arizona 85258
1-800-423-7675

A STOCK COMPANY

ITEM 1. NAMED INSURED AND MAILING ADDRESS

Z CAR CLUB ASSOCIATION
306 DOUBLETREE DRIVE
HIGHLAND VILLAGE, TX 75077

AGENT NAME AND ADDRESS

K&K INSURANCE GROUP, INC.
1712 MAGNAVOX WAY
P.O. BOX 2338
FORT WAYNE IN 46801

Agent No. _____ Program No. _____

ITEM 2. POLICY PERIOD

From: 03/01/10 To: 03/01/11

12:01 A.M. Standard Time at your mailing address.

ITEM 3. THE NAMED INSURED Individual Partnership Corporation Joint Venture Other

ITEM 4. LIMIT OF INSURANCE:

A. Each Occurrence or Accident..... \$ 1,000,000

B. Annual Aggregate where applicable..... \$ 1,000,000

ITEM 5. SCHEDULE OF UNDERLYING INSURANCE:

See Schedule of Underlying Insurance

ITEM 6. PREMIUM COMPUTATION:

Flat Premium.....

Subject to Adjustment:

Estimated Deposit Premium..... \$ 2,000

Estimated Exposure Base: _____

Rate: _____ Per: _____

Policy Minimum Premium..... SEE UT-119G

Audit Period: Annual Other: _____

Premium above includes this amount for the Terrorism Risk Insurance Act.....

ITEM 7. ENDORSEMENTS ATTACHED TO THE POLICY AT INCEPTION: See Schedule of Forms and Endorsements



Authorized Representative

THIS EXCESS LIABILITY DECLARATIONS WITH THE COVERAGE FORM AND ENDORSEMENTS, IF ANY,
COMPLETE THE ABOVE NUMBERED POLICY.

National Casualty Company

Home Office:

Madison, Wisconsin

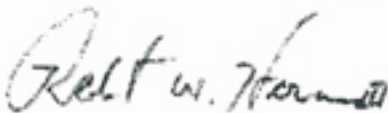
Administrative Office:

8877 North Gainey Center Drive • Scottsdale, Arizona 85258

1-800-423-7675

A STOCK COMPANY

In Witness Whereof, the Company has caused this policy to be executed and attested.



Secretary



President

The information contained herein replaces any similar information contained elsewhere in the policy.

National Casualty Company

COMMERCIAL EXCESS LIABILITY SCHEDULE OF CONTROLLING UNDERLYING INSURANCE

Policy No.: XKO0000000786700 Effective Date: 03/01/10
12:01 A.M. Standard Time

Named Insured: Z CAR CLUB ASSOCIATION Agent No.: _____

INSURER, POLICY NUMBER AND POLICY PERIOD	TYPE OF COVERAGE	APPLICABLE LIMITS
Insurer's Name NATIONAL CASUALTY COMPANY Policy Number KEO 0000000786700 Policy Period 03/01/10 to 03/01/11 * General Aggregate Applies	Commercial General Liability <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims-made	Applicable Limits \$1,000,000 Each Occurrence \$1,000,000 Personal and Advertising Injury NONE General Aggregate (other than products/completed operations) * \$1,000,000 Products/Completed Operations Aggregate
Insurer's Name Policy Number Policy Period to	Auto Liability	Bodily Injury and Property Damage Limit Each Accident
Insurer's Name Policy Number Policy Period to	Employer's Liability	Bodily Injury Limit Each Accident (by accident) ** Policy Limit (by disease) ** Each Employee (by disease) ** ** or unlimited in states where benefits are unlimited.

National Casualty Company

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No. XKO0000000786700 Effective Date 03/01/10
12:01 A.M. Standard Time
Named Insured Z CAR CLUB ASSOCIATION Agent No. _____

It is hereby understood and agreed the following forms and endorsements are attached to and are a part of this policy:

	Form and Edition	Date Added* Or ST Date Deleted	Form Description
1.	XL-P-2(07/96)		
2.	XL-2330-KR(04/07)		
3.	XL-2328-KR(04/07)		
4.	XL-2306(03/08)		
5.	XL-0270(07/96)		
6.	UT-119G(01/00)		
7.	XL-2331-KR(04/07)		
8.	XL-0396-TX(10/97)		
9.	UT-167G-TX(02/94)		
10.			
11.			
12.			
13.			
14.			
15.			
16.			

*If not at inception

EXCESS LIABILITY COVERAGE FORM

National Casualty Company

Scottsdale, Arizona

(A Stock Insurance Company, herein called the Company)

VARIOUS PROVISIONS IN THIS POLICY RESTRICT COVERAGE. READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.

Throughout this policy, the words "you" and "your" refer to the "Named Insured" shown in the Declarations and any person or organization qualifying as an "Insured" in the "Underlying Insurance." "We," "us," "our" and "Company" refers to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (Section III) and other provisions of this Policy for such meanings.

In consideration of the payment of premium and in reliance upon the statements in the Declarations and subject to all the terms, conditions, exclusions and endorsements of this Policy, the Company agrees with the "Named Insured" to provide coverage, as follows:

INSURING AGREEMENTS

I. COVERAGE

This Policy is excess insurance and, except as otherwise stated in this Policy, follows the terms, conditions, exclusions, definitions and endorsements of the "Underlying Insurance" described in ITEM 5. of the Declarations.

- A. We will pay on behalf of the insured those sums in excess of the "Underlying Insurance" which the insured becomes legally obligated to pay as damages arising out of an occurrence or accident during the policy period stated in ITEM 2. of the Declarations (the POLICY PERIOD).
- B. We have no other obligation or liability to pay sums or perform services, except as described in Section II, Defense and Supplementary Payments.
- C. If we are prevented by law or statute to pay on behalf of the insured, we will, in accordance with A. and B. above, indemnify the insured for those sums in excess of the "Underlying Insurance."
- D. Where any terms of this Policy conflict with any terms of the "Underlying Insurance," the terms of this Policy shall apply.

- E. Settlement of any claim or suit for an amount in excess of available "Underlying Insurance" by you or any underlying insurer shall not be binding on us unless we consent in writing.

II. DEFENSE AND SUPPLEMENTARY PAYMENTS

- A. We will not be obligated to assume the investigation, settlement or defense of any claim made, or suit brought, or proceedings instituted against you. We will, however, have the right to participate in the investigation, settlement or defense of any suit or proceeding which relates to any occurrence or accident that we feel may create liability on our part under the terms of this Policy. We will not defend any suit after we have exhausted the applicable LIMITS OF INSURANCE as stated in ITEM 4. of the Declarations.
- B. When defense and supplementary payments of:
 - (1) Any "Underlying Insurance" reduce the limits of insurance provided by that policy, then any such expense payments made under this Policy will reduce the LIMITS OF INSURANCE provided by this Policy; or

- (2) None of the "Underlying Insurance" reduce the limits of insurance provided by those policies, then any such expense payment made under this Policy will not reduce the LIMITS OF INSURANCE provided by this Policy.

C. We will only pay the following expenses:

- (1) If the insured becomes legally liable for interest that accrues on a judgment after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable LIMITS OF INSURANCE, then we will pay the interest on the part of the judgment to which this Policy applies.
- (2) Expenses incurred directly by this Company and at the sole discretion of this Company.
- (3) Pre-judgment interest awarded against the insured on that part of the judgment we pay.

However, if we make an offer to pay the applicable LIMITS OF INSURANCE, prior to judgment, we will not pay any pre-judgment interest that accrues after our offer.

III. DEFINITIONS

"Underlying Insurance" means any policy or policies of insurance as listed in ITEM 5. of the Declarations including any renewal or replacement of such policies.

IV. LIMITS OF INSURANCE

- A. The LIMITS OF INSURANCE shown in the Declarations and the rules below fix the most we will pay, regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or suits brought;
 - (3) Persons or organizations making claims or bringing suits.
- B. The Each Occurrence or Accident Limit stated in ITEM 4.A. of the Declarations is the most we will pay for damages arising out of any one occurrence or accident.
- C. The Annual Aggregate stated in ITEM 4.B. of the Declarations applies in the same manner as the Aggregate Limits listed on the SCHEDULE OF

UNDERLYING INSURANCE, and when applicable, is the most we will pay for all damages under this Policy.

- D. The LIMITS OF INSURANCE of this Policy 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, unless the POLICY PERIOD is extended after issuance of this Policy for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding POLICY PERIOD for purposes of determining the LIMITS OF INSURANCE.

V. CONDITIONS

A. Bankruptcy or Insolvency of Underlying Insurer.

For all purposes of this Policy, if any "Underlying Insurance" is not available or collectible because of (a) the bankruptcy or insolvency of the underlying insurer(s) providing such "Underlying Insurance," or (b) the inability or failure for any other reason of such underlying insurer(s) to comply with any of the obligations of its policy, then this Policy shall apply (and amounts payable thereunder shall be determined) as if such "Underlying Insurance" were available and collectible.

B. Cancellation.

- (1) The first "Named Insured" may cancel this Policy by mailing or delivering to us advance written notice of cancellation.
- (2) We may cancel this Policy by mailing or delivering to the first "Named Insured" written notice of cancellation at least:
 - (a) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or
 - (b) 30 days before the effective date of cancellation, if we cancel for any other reason.
- (3) We will mail or deliver our notice to the first "Named Insured's" last mailing address known to us.
- (4) Notice of cancellation will state the effective date of cancellation and will be effective for all insureds. The POLICY PERIOD will end on that date.

- (5) If this Policy is canceled, we will send the first "Named Insured" any premium refund due. If we cancel, the premium refund will be pro rata. If the first "Named Insured" cancels, the refund will be at least 90% of the pro rata refund. The cancellation will be effective even if we have not made or offered a refund.
- (6) If notice is mailed, proof of mailing will be sufficient proof of notice.

C. Changes.

This Policy, including the Declarations and any schedules and endorsements attached to the Policy, contains all the agreements between you and us concerning the insurance afforded by this Policy. The first "Named Insured" shown in the Declarations is authorized to make changes in the terms of this Policy, with our consent. This Policy's terms and conditions can be amended or waived only by endorsement issued by us and made a part of this Policy.

D. Duties in the Event of Occurrence, Accident, Claim or Suit.

- (1) You must notify us of any occurrence or accident which may result in a claim or suit under this Policy. Notice shall include:
 - (a) How, when and where the occurrence or accident took place;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the occurrence or accident.
- (2) If a claim is made or suit is brought against any insured that is likely to involve this Policy, you must notify us, in writing, of the claim or suit as soon as practicable.
- (3) You and any other involved insureds must:
 - (a) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with any claim or suit;
 - (b) Authorize us to obtain records and other information;

- (c) Cooperate with us in the investigation, settlement or defense of any claim or suit; and
- (d) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to any insured because of injury or damage to which this insurance may also apply.

- (4) No insureds will, except at their own cost, voluntarily make a payment, assume any obligation or incur any expense, other than for first aid, without our consent.

E. Examination of Your Books and Records.

We may examine and audit your books and records as they relate to this Policy at any time during the POLICY PERIOD and for up to three years afterward.

F. Inspections and Surveys.

We have the right, but are not obligated, to:

- (1) make inspections and surveys at any time;
- (2) give you reports on the conditions we find; and
- (3) recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And, we do not warrant that conditions are safe or healthful or comply with laws, regulations, codes or standards.

This Condition F. applies not only to us, but also to any rating, advisory, rate service or similar organization that makes insurance inspections, surveys, reports or recommendations.

G. Loss Payments.

This Policy will apply after the insured or the insured's underlying insurer has paid or has been held to pay the full amount of the underlying limits of insurance. When the amount of the loss has finally been determined, we will promptly pay on behalf of the insured the amount of loss which is covered under the terms and conditions of this Policy.

H. Maintenance of Underlying Insurance.

- (1) You agree:
 - (a) To maintain each policy listed on the SCHEDULE OF UNDERLYING INSURANCE in full force during the POLICY PERIOD.
 - (b) That the limits of liability for each policy listed on the "Underlying Insurance" will not change except for reduction or exhaustion of the aggregate limits of insurance due to payments for occurrences or accidents during the POLICY PERIOD.
 - (c) To renew any of the policies on the SCHEDULE OF UNDERLYING INSURANCE with limits of insurance at least equal to the expiring limits.
 - (d) To notify us in writing of any material changes in the "Underlying Insurance" as respects:
 - (i) Terms, conditions, exclusions, and endorsements;
 - (ii) Coverages;
 - (iii) Termination of any coverage; or
 - (iv) Exhaustion of aggregate limits.

If you do not meet these requirements, this insurance shall apply as if the "Underlying Insurance" were available and collectible.

If any of the "Underlying Insurance" is canceled, non-renewed, or terminated, coverage under this Policy is automatically terminated on the same effective date and time.

I. Other Insurance.

If there is any other collectible insurance available to the insured (whether such insurance is stated to be primary, contributing, excess or contingent) that covers a loss that is also covered by this Policy, the insurance provided by this Policy will apply in excess of, and shall not contribute with, such insurance. This Condition I. does not apply to any insurance policy purchased specifically (and which is so specified in such insurance policy) to apply in excess of this Policy.

J. Premium Computation.

We will compute all premiums for this Policy in accordance with our rules and rates. Your premium may be flat or adjustable (subject to audit).

If the premium shown in the Declarations is indicated as a flat premium, the premium is not subject to adjustment unless there is a substantial change in type and/or scope of your operations. If there is a substantial change in your operations which results in an additional charge for your "Underlying Insurance," we have the right to charge an additional premium also.

If the premium shown in the Declarations is subject to adjustment, the deposit premium is an advance premium. At the close of each audit period or if this Policy is canceled, we will compute the earned premium. If the earned premium is more than the advance premium, you will pay us the additional premium immediately. If the earned premium is less than the advance premium, we will return the excess premium to you; however, the premium amount shown in the Declarations as the Policy Minimum Premium is the minimum amount we will retain for the POLICY PERIOD.

K. Transfer of Rights of Recovery Against Others to Us.

If any insured has rights to recover all or part of any payment we have made under this Policy, those rights are transferred to us. The insured must do nothing to impair these rights or the transfer thereof to us. The insured will cooperate with us and, at our request will assist in the pursuit and enforcement of those rights.

If there is any money recovered, we will disburse that money, as follows:

- (1) First, we will repay any actual payment made by the insured that is in excess of the "Underlying Insurance";
- (2) Second, we will be repaid to the extent of our actual payment; and
- (3) Third, if any money remains, the insured or any underlying insurer will be repaid to the extent of their actual payment.

If any expenses are incurred to recover money we will share the expenses with the insured or any underlying insurer in proportion to the amount that each is repaid.

If our recovery attempt is not successful, we will bear all of the recovery expenses.

L. Transfer of Your Rights and Duties Under this Policy.

Your rights and duties under this Policy may not be transferred without our prior written consent, except in the case of death of an individual "Named Insured."

If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties, but only with respect to that property.

VI. NUCLEAR ENERGY LIABILITY EXCLUSION

This Policy does not apply to:

A. Any injury or damage:

- (1) With respect to which an insured under this Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, 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.

- (3) Resulting from "hazardous properties" of "nuclear material," if:
 - (a) The "nuclear material":
 - (i) Is at any "nuclear facility" owned by, or operated by or on behalf of, an insured, or
 - (ii) Has been discharged or dispersed therefrom;
 - (b) 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
 - (c) 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 (c) applies only to property damage to such "nuclear facility" and any property thereat.

For purposes of this Exclusion A, the term "hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material," "special nuclear material" or "by-product material."

"Source material," "special nuclear material," and "by-product 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 "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, 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:
 - (i) Separating the isotopes of uranium or plutonium,
 - (ii) Processing or utilizing "spent fuel," or
 - (iii) 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.
XKO0000000786700	03/01/10	Z CAR CLUB ASSOCIATION	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF SCHEDULED UNDERLYING POLICIES

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE FORM

The following condition is added to the Policy:

We shall be furnished a complete copy of each policy described in the Schedule of Underlying Insurance. You shall immediately notify us of any change in the coverage or limits of insurance afforded by any such policy, other than a reduction in any aggregate limit as the result of the payment of a claim or suit. Your failure to do so shall not invalidate this policy but, in the event you fail to report any such change, we shall be liable only to the same extent that we would have been had no change been made.

This endorsement does not change any other provision of the policy.

AUTHORIZED REPRESENTATIVE

DATE

National Casualty Company

**ENDORSEMENT
NO.** 0000

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XKO0000000786700	03/01/10	Z CAR CLUB ASSOCIATION	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDATORY ENDORSEMENT
(Maintenance of Underlying Insurance)**

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE FORM

The last paragraph of subsection **H. Maintenance of Underlying Insurance** is deleted.

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XKO0000000786700	03/01/10	Z CAR CLUB ASSOCIATION	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

The following **Exclusion** is added:

This policy does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism":

For purposes of this endorsement, the following definitions are added to Section **III. DEFINITIONS**:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to

all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Any injury or damage" means any injury or damage covered under any policy or underlying insurance to which this endorsement is applicable, and includes but is not limited to bodily injury, property damage, personal and advertising injury, injury or environmental damage as may be defined in any applicable policy or underlying insurance.

AUTHORIZED REPRESENTATIVE

DATE

National Casualty Company

**ENDORSEMENT
NO.** 0000

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XK0000000786700	03/01/10	Z CAR CLUB ASSOCIATION	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CARE, CUSTODY, OR CONTROL EXCLUSION

This policy does not apply to any damages for property damage to any property:

- (1) You own, rent, lease, occupy, or use;
- (2) In your care, custody, or control; or
- (3) As to which you are for any purpose exercising physical control.

AUTHORIZED REPRESENTATIVE

DATE

National Casualty Company

**ENDORSEMENT
NO.** 0000

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XKO0000000786700	03/01/10	Z CAR CLUB ASSOCIATION	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED CANCELLATION PREMIUM

The following provision is added to the Cancellation Condition:

If You request cancellation of this policy, We will retain not less than 30 % of the original premium.

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XKO0000000786700	03/01/10	Z CAR CLUB ASSOCIATION	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE FORM

The following exclusion is added to the Policy:

This Policy does not apply to:

- a. Bodily injury, or damages arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust";
- b. Property damage or damages arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust";
- c. Personal injury or advertising injury offense or damages arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust"; or

- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust," by any insured or by any other person or entity.

With respect to this endorsement, the following definitions apply:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

AUTHORIZED REPRESENTATIVE

DATE

National Casualty Company

**ENDORSEMENT
NO. 0000**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XKO0000000786700	03/01/10	Z CAR CLUB ASSOCIATION	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEFENSE AND SUPPLEMENTARY PAYMENTS CHANGES—TEXAS (EXCESS UMBRELLA)

Section II . DEFENSE AND SUPPLEMENTARY PAYMENTS is deleted in its entirety and is replaced with the following:

II. DEFENSE AND SUPPLEMENTARY PAYMENTS

- A. We will not be obligated to assume the investigation, settlement or defense of any claim made, or suit brought, or proceedings instituted against you.
- B. To the extent that defense coverage is provided in the "Underlying Insurance," we shall have the right and option to participate in the investigation, settlement or defense of any suit or proceeding which relates to any occurrence or accident that we feel may create liability on our part under the terms of this Policy. We will not defend any suit after we have exhausted the applicable LIMIT OF INSURANCE as stated in ITEM 4. of the Declarations.
- C. We will pay, with respect to any claim or suit against you we defend:
 - 1. All expenses we incur.
 - 2. Up to \$250 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.

- 3. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance. We do not have to furnish these bonds.
- 4. 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 \$250 a day because of time off from work.
- 5. All costs taxed against the insured in the suit.
- 6. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- 7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the Limits of Insurance.

AUTHORIZED REPRESENTATIVE

DATE

National Casualty Company

**ENDORSEMENT
NO. 0000**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XKO0000000786700	03/01/10	Z CAR CLUB ASSOCIATION	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGES—CANCELLATION AND NONRENEWAL—TEXAS

The CANCELLATION Condition in the policy is deleted in its entirety and replaced with the following:

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to the Company advance written notice of cancellation.
2.
 - a. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation, stating the reason for cancellation, at least 10 days before the effective date of cancellation.
 - b. If this policy has been in effect for 60 or fewer days, we may cancel for any reason.
 - c. If this policy has been in effect for more than 60 days, or if it is a renewal or continuation of a policy issued by us, we may cancel only for one or more of the following reasons:
 - (1) Fraud in obtaining coverage;
 - (2) Failure to pay premiums when due;
 - (3) An increase in hazard within the control of the insured which would produce an increase in rate;
 - (4) Loss of our reinsurance covering all or part of the risk covered by the policy; or
 - (5) If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.
 - d. We will not cancel this policy based solely on the fact that a policyholder is an elected official.
 - e. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

- f. Notice of cancellation will state the effective date of cancellation. The policy will end on that date.
- g. 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 may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- h. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. NONRENEWAL

The following condition is added to the policy and supersedes any provision to the contrary:

NONRENEWAL

- a. We may elect not to renew this policy by mailing or delivering to the first Named Insured, at the last mailing address known to us, written notice of nonrenewal, stating the reason for nonrenewal, at least 60 days before the expiration date. If notice is mailed or delivered less than 60 days before the expiration, this policy will remain in effect until the 61st day after the date on which the notice is mailed or delivered. Earned premium for any period of coverage that extends beyond the expiration date will be computed pro rata based on the previous year's premium.
- b. We will not refuse to renew this policy based solely on the fact that a policyholder is an elected official.
- c. If notice is mailed, proof of mailing will be sufficient proof of notice.

AUTHORIZED REPRESENTATIVE

DATE



We Take Fun Seriously.

Insuring the world's fun® is serious business—and no one understands that better than we do. For more than five decades, K&K is a reliable source for sports, leisure and entertainment insurance.

Our vast experience combined with in-depth knowledge of the industries we serve allows us to develop, underwrite and service specialty programs in world-class fashion—providing you with a distinct advantage in this highly competitive marketplace.

As one of the country's largest managing general underwriters, we have the carrier relationships and the internal resources to ensure our clients receive the best products and service possible.

CAMPS

Including Leisure Camps, Day, Summer, Resident, Learning, Leadership, Religious Camp & Conference Centers, Boy & Girl Scout Council Camps, Campfire Girl Camps.

EVENTS & ATTRACTIONS

Fairs & Fairgrounds
Festivals
Special Events
Tenant User
Themed Attractions
Trade Shows
Zoo & Aquariums

FRANCHISED DEALERSHIPS

Powersport Dealers including: Motorcycles, ATVs, Snowmobiles, Personal Watercraft, Boats, Scooters, Utility Vehicles, Dirt/Motocross Bikes, etc.

RECREATION

Community Centers
Health & Fitness Facilities
Ice/In-line Skating Facilities
Racquet Clubs

SPORTS

Amateur Sports Associations
Amateur Sports Events
College Bowl Games
High School All-star Games
Intercollegiate Athletics
Interscholastic Athletics
Professional Sports
Sports Camps

MOTORSPORTS

Boat Racing
Drag Racing
Facilities & Events
Independent Car Clubs
Karting
Motorcycle Racing
Off-course & Storage
Off-road Club/Event Liability
On-track Crash Damage
Oval Tracks & Road Courses
Owners & Sponsors
Racing Schools
Race Teams & Race Shops
Snowmobile Racing
Tractor Pulls & Truck Pulls

EVENT CANCELLATION

ENTERTAINMENT

Concert Promoters

OUTFITTERS & GUIDES

Adventure/Challenge Courses
Carriage Rides
Guided Equine Operations
Hunting & Fishing
Mountaineering
Outfitters & Guides
Permanent Climbing Walls
Ropes Courses
White Water Rafting

VENUES & GAMING

Amphitheaters
Arenas & Stadiums
Athletic Fields
Auditoriums
Bowling Centers
Civic & Convention Centers
Entertainment Centers
Movie Theaters
Pari-mutuel Racing
Performing Arts Centers
Sports Complexes
Tenant User
Theaters
Tribal Gaming

PRODUCTS LIABILITY

Manufacturers, Importers & Distributors of Sport, Leisure & Entertainment Equipment.

RISK PURCHASING GROUP

Cheer Gyms
Dance Schools
Event Planners
Gymnastics Clubs
Health & Fitness Facilities
Martial Arts Schools

Fee Based Programs

Amateur Sports: Teams, Leagues, Associations, Tournaments, & Events
Circuit Training
Concessionaires
Dance Instructors
Entertainers
Exercise Studios
Exhibitors
Fitness Instructors
Performers
Short Term Special Events
Sports Camps & Clinics
Sports Instructors
Vendors



Sports | Leisure | Entertainment

www.kandkinsurance.com

800-637-4757

