

ENTERTAINMENT LIABILITY ENHANCEMENT ENDORSEMENT

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases that appear in bold have special meaning as defined below or in the Form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Endorsement; these titles have only been inserted for ease of reading.

This Endorsement is attached to the Commercial General Liability Max Form, and, except as otherwise provided under this Endorsement, is subject to all terms, conditions, limitations and exclusions of such Form.

AMENDMENTS TO SECTION I – COVERAGES

1. The following exclusions are added under **COMMON EXCLUSIONS COVERAGES A, B, C, and D:**

This insurance does not apply to:

1.1. Special Products

- 1.1.1. any loss or damage arising out of the use of **properties**.

For the purposes of this exclusion, the term **properties** means any live, filmed or taped production or presentation whether released or presented theatrically, on television, on cassette or disc; the term **properties** also includes any videotape, radio program, phonograph record, audio tape, electrical transcription, book or other publication or by any other device for public dissemination, similar or dissimilar.

1.2. Employment Practices Liability

- 1.2.1. **bodily injury, personal injury or advertising injury** to a person arising out of any:

1.2.1.1. Refusal to employ that person;

1.2.1.2. Termination of that person's employment; or

1.2.1.3. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

- 1.2.2. the spouse, child, parent, brother or sister of that person as a consequence of **bodily injury, personal injury or advertising injury** to that person at whom any of the employment-related practices described in sub-paragraphs 1.2.1.1., 1.2.1.2. or 1.2.1.3. above is directed.

These exclusions applies:

- 1.2.3. whether the injury-causing event described in sub-paragraphs 1.2.1.1., 1.2.1.2. or 1.2.1.3. above occurs before employment, during employment or after employment of that person;

- 1.2.4. whether the Insured may be liable as an employer or in any other capacity; and

- 1.2.5. to any obligation to share **compensatory damages** with or repay someone else who must pay **compensatory damages** because of the injury.

2. The following exclusion is added to paragraph 2. **EXCLUSIONS**, under **SECTION I, COVERGE B – PERSONAL INJURY AND ADVERTISING INJURY LIABILITY:**

This insurance does not apply to:

2.1. Field of Entertainment

- 2.1.1. **personal injury or advertising injury** arising out of the following offences:

2.1.1.1. infringement of copyright, whether under statutory or common law;

2.1.1.2. infringement of common law property rights in literary or musical materials;

2.1.1.3. plagiarism, unfair competition or invasion of privacy;

2.1.1.4. unauthorized use of titles, formats, ideas, character, plots or other program material;

provided that such offences are arising out of the **business of the Insured in the field of Entertainment**.

- 2.1.2. for the purposes of this Endorsement, the **business of the Insured in the field of Entertainment** means:

2.1.2.1. the production, pre-production, post-production, distribution, exploitation and exhibition of motion pictures, television programs, commercial films, electrical transcriptions, sheet music, electronic data or other similar **properties**;

2.1.2.2. the conduct of any actors, entertainers or musicians in any show, theatrical performance or exhibition;

2.1.2.3. the ownership, operation, maintenance or use of theatres and similar exhibition media;

2.1.2.4. the ownership, operation, maintenance or use of merchandising programs, advertising or publicity material, characters or ideas; whether or not on your premises at the time of the alleged offence.

- 2.1.3. for the purposes of this exclusion, paragraph 4. **Advertising injury** under **SECTION IV - DEFINITIONS**, is amended by the deletion of sub-paragraphs 4.1 and 4.2.

- 2.1.4. for the purposes of this exclusion, paragraph 23. **Personal Injury** under **SECTION IV – DEFINITIONS**, is amended by the deletion of sub-paragraphs 23.4. and 23.5.

ADDITIONAL COVERAGE – SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Notwithstanding sub-paragraph 2.4. Employer's Liability of paragraph 2. **EXCLUSIONS** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the following coverage is added:

EMPLOYERS' BODILY INJURY LIABILITY

1.1. INSURING AGREEMENT

We will pay on behalf of the Insured all sums which the Insured becomes legally obligated to pay as **compensatory damages** because of **bodily injury** caused by accident sustained by any person and arising out of and in the course of his or her employment by the Insured, in the operations described in the Declaration Page(s).

1.2. LIMITS OF INSURANCE

Regardless of the number of (1) Insureds under this Policy, (2) persons or organizations who sustain **bodily injury** or (3) claims made or **actions** brought on account of **bodily injury**, the following is the most we will pay:

The Occurrence Limit applicable to this additional coverage is as specified in the Declaration Page(s) for sub-paragraph 4.1. **Compensatory damages** under Coverage A (**bodily injury** only) of paragraph 4. of **SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLES** for the Commercial General Liability Max Form, and is part of and not in addition to such Each Occurrence Limit.

1.3. EXCLUSIONS

This insurance does not apply to:

- 1.3.1. liability assumed by the Insured under any contract or agreement;
- 1.3.2. **bodily injury** arising out of the ownership, maintenance, use or operation by or on behalf of the Insured of any aircraft, except while being used as a prop or set and not in motion, or while being transported to and from an **insured production** and not self-propelled;
- 1.3.3. **bodily injury** resulting from the acts or omissions of, or **bodily injury** sustained by, any **employee** by the Insured in violation of the law as to age, with the Insured's actual knowledge or the actual knowledge of any of your **executive officers**;
- 1.3.4. **bodily injury** arising out of structural alterations which involve changing the size of or moving buildings or other structures, new construction or demolition operations, unless done in relation to the operations of an **insured production**;
- 1.3.5. any obligation for which we or the Insured may be held liable under any workers' compensation, disability benefits or unemployment or employment compensation law or any similar law providing benefits for death, sickness, disease, injury, disability, or unemployment; and
- 1.3.6. that portion of a claim for which you are covered and able to successfully claim under any compulsory workers compensation or employers liability insurance.

AMENDMENTS TO SECTION II – WHO IS AN INSURED

1. Sub-paragraph 2.1. of paragraph 2. under **SECTION II – WHO IS AN INSURED** is deleted and replaced as follows:

- 2.1. Your **volunteer workers** and **freelance workers** only while performing duties related to the conduct of your business, or **employees**, other than either your **executive officers** (if you are an organization other than a partnership, limited liability 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**, **volunteer workers** or **freelance workers** are Insureds for:

2.1.1. **Bodily injury, personal injury or advertising injury:**

- 2.1.1.1. to you, to your partners or members (if you are a partnership, limited liability 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 on your behalf, or to your other **volunteer workers** or **freelance workers** while performing duties related to the conduct of your business, except with respect to **incidental medical malpractice injury**;
- 2.1.1.2. to the spouse, child, parent, brother or sister of that co-**employee**, **volunteer worker** or **freelance worker** as a consequence of sub-paragraph 2.1.1.1. above;
- 2.1.1.3. for which there is any obligation to share **compensatory damages** with or repay someone else who must pay **compensatory damages** because of the injury described in sub-paragraphs 2.1.1.1. or 2.1.1.2. above;
- 2.1.1.4. arising out of his or her providing or failing to provide professional health care services; or
- 2.1.1.5. to any person who at the time of injury is entitled to benefits under any workers' compensation or disability benefits law or a similar law.

2.1.2. **Property damage** to property that is:

- 2.1.2.1. owned or occupied by; or
- 2.1.2.2. rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose.

By you, any of your **employees**, **volunteer workers** or **freelance workers**, any partner or member (if you are a partnership, limited liability partnership or joint venture) or any member (if you are a limited liability company).

2. Sub-paragraph 2.6. of paragraph 2. under **SECTION II – WHO IS AN INSURED** is deleted and replaced as follows:

- 2.6. Any Canadian domiciled person or organization, including a subsidiary, under your management control and for which you are responsible for arranging insurance, but only with respect to your premises, your operations, **your product** or **your work**.

3. Paragraph 2. under **SECTION II – WHO IS AN INSURED** is amended by the addition of the following sub-paragraph:

2. EACH OF THE FOLLOWING IS ALSO AN INSURED:

- 1. **Loan-Out Corporation** for whom you have contracted in writing to provide liability insurance. Coverage under this provision is afforded as per the present policy terms, limitations and conditions and only with respect to the specific work for which the **loan-out corporation** has agreed to provide the services of a **leased worker** to you for an **insured production**;
- 2. Any governmental agency or subdivisions, or political subdivisions issuing a permit or authorization for whom you have contracted in writing to provide liability insurance. Coverage under this provision is afforded as per the present policy terms, limitations and conditions and only with respect to operations performed by you or on your behalf for which the permit or authorization has been issued;
- 3. Any person or organization identified as an additional insured on a certificate of insurance issued on our behalf and to be filed with us, but only with respect to liability arising out of your operations or premises, **your product** or **your work**;

AMENDMENT TO SECTION IV – DEFINITIONS

1. Paragraph 17. **Insured contract** under **SECTION IV – DEFINITIONS** is deleted and replaced by the following:

17. **Insured contract** means:

- 17.1. 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 to premises while rented to you or temporarily occupied by you with permission of the owner is not an **insured contract**;
- 17.2. A sidetrack agreement;
- 17.3. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
- 17.4. Any other easement agreement;
- 17.5. An obligation, as required by ordinance or bylaw, to indemnify a municipality, except in connection with work for a municipality;
- 17.6. An elevator maintenance agreement;
- 17.7. A declaration of co-ownership;
- 17.8. 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 **compensatory damages** because of **bodily injury** or **property damage** to a third person or organization, provided the **bodily injury** or **property damage** is caused, in whole or in part, by you or by those acting on your behalf and provided that such **bodily injury** or **property damage** arises from **your work**. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Sub-paragraph 17.8. does not include that part of any contract or agreement:

- 17.8.1. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

17.8.1.1. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings, and specifications; or

17.8.1.2. Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- 17.8.2. 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 17.8.1. above and supervisory, inspection, architectural or engineering activities;

- 17.9. A filming location rental agreement.

2. For the purposes of this Endorsement only, the following definitions are added to **SECTION IV – DEFINITIONS**:

Freelance worker means a person who provides informational content or artistic, creative or other services to an **insured production** pursuant to a contract or agreement with you.

Insured Production means a production or event that has been declared and accepted by us and endorsed to this Policy.

Loan-Out Corporation means a firm or organization, and its **employees**, who have agreed on specific terms and conditions under which to provide you with the artistic, creative or other services of a person or persons to be used in your **insured production**.

AMENDMENT TO ADDITIONAL COVERAGE – LIABILITY EDGE

1. Notwithstanding any contrary provision contained in this Policy, if LIABILITY EDGE 1.0 Form, LIABILITY EDGE 2.0 Form or LIABILITY EDGE 3.0 Form is part of this Policy, Extension of Coverage 13. – **TRADEMARK INFRINGEMENT** afforded by such Form is deleted in its entirety.

All other terms and conditions of the Policy remain unchanged.