

GENERAL LIABILITY — COMMUNICABLE DISEASE/WORLDWIDE PANDEMIC ENDORSEMENT

PCL-99-83

This Endorsement changes the terms and conditions of the Policy issued. Please read it carefully!

In consideration of an additional premium separately listed and due from the Insured, the following coverage is added to the Policy:

A. Coverage

1. Subject to all other terms and conditions of the Policy, we will defend and indemnify the Named Insured against allegations of negligence made by a Registered Participant arising out of exposure to Communicable Disease or Pathogen that has been declared a Worldwide Pandemic by the World Health Organization (WHO), which causes the development of a symptomatic Communicable Disease provided:
 - a. The exposure to Communicable Disease or Pathogen occurs during the Policy Period (including any Policy Period extended by a specifically identified Retroactive Date) stated on the Declarations; and
 - b. The exposure occurs while the Registered Participant is on the insured premises and participating in an activity, event, or service otherwise covered in this Policy; and
 - c. The Registered Participant receives a positive diagnostic test result for current infection of the Communicable Disease or Pathogen from a duly licensed or government authorized provider during the Policy Period; and
 - d. Any Claim arising out of the exposure and development of symptomatic Communicable Disease is made against you and reported to us in writing during the Policy Period.

The date of an exposure is the date upon which such exposure occurred regardless of the date the Communicable Disease is first discovered, first diagnosed, first manifest or first reported.

B. Conditions of Coverage

1. Coverage under this endorsement is expressly contingent upon the following condition(s):
 - a. The Named Insured shall follow all guidelines set forth by the United States Centers for Disease Control (CDC) as well as all other federal, state and local guidelines pertaining to Communicable Disease safety. To the extent that any guideline conflicts with another guideline, the Insured shall utilize the most restrictive guideline available.

C. Exclusions

In addition to any and all exclusions of the Policy, the following exclusions shall apply to claims made under this Endorsement:

1. Coverage is limited to symptomatic Communicable Disease developed in the Registered Participant. No coverage is provided under this endorsement for Communicable Disease developed in other persons due to subsequent exposure to the infected Registered Participant.
2. No coverage is provided under this endorsement for Communicable Disease developed in volunteers, spectators, observers or any person other than the Registered Participant.

D. Definitions

The following definitions are added and apply under this endorsement:

1. "Communicable Disease" means an illness caused by an infectious agent or its toxins that occurs through the direct or indirect transmission of the infectious agent or its products from an infected individual or via an animal, vector or the inanimate environment to a susceptible animal or human host.
2. "Pathogen" means any organism including bacteria, parasites, fungi, and/or viruses that cause disease in human beings.
3. "Registered Participant" means an authorized person participating in in an activity, event, or service otherwise covered in this Policy, who appears on the participant register or log maintained by you and who has signed a provided waiver and release of liability, acknowledgment, and assumption of risk form.