



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
OPS1586372	07/01/2023	Rite of Passage, Inc.	Negley Associates 29518

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## GENERAL LIABILITY EXTENSIONS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following Extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted in this endorsement.

#### A. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:
  - a. The last paragraph of **SECTION I—COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions;**
  - b. **SECTION I—COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, j. Damage to Property;**
  - c. **SECTION III—LIMITS OF INSURANCE, Paragraph 6.;** and
  - d. Paragraph **9.a.** of the **DEFINITIONS** Section.

2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the words "Fire insurance" are changed to "insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protection systems" where it appears in **SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance, b. Excess Insurance (1)(a).**

#### B. Extended "Property Damage"

**SECTION I—COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions,** Exclusion **a.** is deleted in its entirety and is replaced by the following:

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

**C. Non-Owned Watercraft**

**SECTION I—COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions, Exclusion g. Aircraft, Auto or Watercraft (2)** is deleted in its entirety and is replaced by the following:

**(2)** A watercraft you do not own that is:

- (a)** Less than fifty-eight (58) feet long; and
- (b)** Not being used to carry persons or property for a charge;

**D. Medical Payments—Reporting Expenses**

If **COVERAGE C. MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

**COVERAGE C. MEDICAL PAYMENTS, Section 1. Insuring Agreement, a.(3)(b)** is deleted in its entirety and is replaced by the following:

provided that:

- (b)** The expenses are incurred within one year of the date of the accident and reported to us within three years of the date of the accident; and

**E. Supplementary Payments—Bail Bonds**

**SUPPLEMENTARY PAYMENTS — COVERAGES A. AND B. Paragraph 1.b.** is deleted in its entirety and is replaced with the following:

- b.** Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**F. Supplementary Payments—Loss of Earnings**

**SUPPLEMENTARY PAYMENTS— COVERAGES A. AND B. Paragraph 1.d.** is deleted in its entirety and is replaced with the following:

- 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.

**G. Additional Insured—Managers, Landlords, or Lessors of Premises**

**1. SECTION II—WHO IS AN INSURED** is amended to include as an additional insured the following:

Any person or organization 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.

However:

- a.** The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III—LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This Extension shall not increase the applicable Limits of Insurance shown in the Declarations.

3. This insurance does not apply to:
  - a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
  - b. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization.

**H. Additional Insured—Lessor of Leased Equipment (Automatic Status When Required in Lease Agreement With You)**

1. **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured the following:

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

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

- b. The insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

3. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III—LIMITS OF INSURANCE:** The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This Extension shall not increase the applicable Limits of Insurance shown in the Declarations.

**I. SECTION II—WHO IS AN INSURED, newly acquired or formed organizations**

If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, **SECTION II—WHO IS AN INSURED**, Paragraph 3.a. is deleted in its entirety and is replaced by the following:

- a. Coverage under this provision is afforded only until the end of the policy period;

**J. Bodily Injury—Mental Anguish**

Paragraph **3.** of the **DEFINITIONS** Section is deleted in its entirety and is replaced by the following:

1. “Bodily injury”:
  - a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
  - b. Except for mental anguish, includes death resulting from the foregoing (Item **a.** above) at any time.

**K. Personal and Advertising Injury—Abuse of Process**

If **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, Paragraph **14.b.** of the **DEFINITIONS** Section is deleted in its entirety and is replaced by the following:

- b. Malicious prosecution or abuse of process;

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### ADDITIONAL INSURED – FUNDING SOURCE

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

For the purposes of this endorsement the coverage part is amended as follows:

**A. Section II—Who is An Insured** is amended to include as an additional insured any person(s) or organization(s) to whom you become contractually required to include as an additional insured, as specifically required in a written contract or agreement executed prior to loss, only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or caused in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf with respect to their liability as a funding source, as specified in the written contract or agreement with the Named Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

There is no coverage for the person(s) or organization(s) as an additional insured for its sole acts or omissions unless it is the acts or omissions of the Named Insured and such acts or omissions arise directly from the Named Insured's activities performed for the additional insured.

**B.** With respect to the insurance afforded to additional insureds under this endorsement, the following is added to **SECTION III—LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Commercial General Liability Coverage Part Supplemental Declarations

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Commercial General Liability Coverage Part Supplemental Declarations.

**C.** With respect to the insurance afforded to additional insureds under this endorsement, the following Conditions apply only when required by contract or agreement:

**1. Cancellation Notification Condition:**

If this policy is cancelled, we will endeavor to give written notice of such cancellation to the person(s) or organization(s) provided additional insured status under this endorsement at least

thirty (30) days before the effective date of cancellation. If the contract or agreement you have entered into with the additional insured requires a shorter notification period, we will endeavor to give written notice in the time required by such agreement. Such notice may be provided before or after the effective date of cancellation. The notice will state the effective date of cancellation. However, such notice of cancellation is solely for the purpose of informing person(s) or organization(s) provided additional insured status, of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

Failure to give notice in accordance with the terms of this endorsement does not:

- a. Alter the effective date of policy cancellation;
- b. Render such cancellation ineffective;
- c. Grant, alter, or extend any rights or obligations under this policy; or
- d. Extend the insurance beyond the effective date of cancellation.

**2. Primary Noncontributory Condition:**

Coverage provided by this endorsement is amended to be afforded to the person(s) or organization(s) provided additional insured status under this endorsement on a primary, noncontributory or primary and noncontributory basis when and as agreed to in writing in a contract or agreement between you and such person(s) or organization(s).

**3. Waiver of Transfer of Rights of Recovery Against Others to Us:**

We waive any right of recovery we may have against the person(s) or organization(s) provided additional insured status under this endorsement because of payments we make for injury or damage arising out of your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured. This waiver applies only to the person(s) or organization(s) provided additional insured status under this endorsement.

**All other terms and conditions of this policy remain unchanged.**



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**ADDITIONAL INSURED FUNDING SOURCE EXTENSION**

This endorsement modifies insurance provided under the following:

**PROFESSIONAL LIABILITY COVERAGE PART**

For the purposes of this endorsement the coverage part is amended as follows:

**A. The following is added to SECTION III—WHO IS AN INSURED:**

Any person(s) or organization(s) to whom you become contractually required to include as an insured, as specifically required in a written contract or agreement executed prior to loss, only with respect to vicarious liability as a funding source as specified in the written contract or agreement with the Named Insured.

However, there is no coverage for the person(s) or organization(s) for its sole negligence or any other negligence that does not arise directly or indirectly from the Named Insured’s activities performed for the insured.

**B. With respect to the insurance afforded to additional insureds under this endorsement, the following is added to SECTION IV—LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Professional Liability Coverage Part Supplemental Declarations

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Professional Liability Coverage Part Supplemental Declarations.

**C. With respect to the insurance afforded to the additional insureds under this endorsement, the following Conditions apply only when required by contract or agreement:**

**1. Cancellation Notification Condition:**

If this policy is cancelled, we will endeavor to give written notice of such cancellation to the person(s) or organization(s) provided additional insured status under this endorsement at least thirty (30) days before the effective date of cancellation. If the contract or agreement you have entered into with the additional insured requires a shorter notification period, we will endeavor to give written notice in the time required by such agreement. Such notice may be provided before or



after the effective date of cancellation. The notice will state the effective date of cancellation. However, such notice of cancellation is solely for the purpose of informing person(s) or organization(s) provided additional insured status, of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

Failure to give notice in accordance with the terms of this endorsement does not:

- a. Alter the effective date of policy cancellation;
- b. Render such cancellation ineffective;
- c. Grant, alter, or extend any rights or obligations under this policy; or
- d. Extend the insurance beyond the effective date of cancellation.

**2. Primary Noncontributory Condition:**

Coverage provided by this endorsement is amended to be afforded to the person(s) or organization(s) provided additional insured status under this endorsement on a primary, noncontributory or primary and noncontributory basis when and as agreed to in writing in a contract or agreement between you and such person(s) or organization(s).

**3. Waiver of Transfer of Rights of Recovery Against Others to Us:**

We waive any right of recovery we may have against the person(s) or organization(s) provided additional insured status under this endorsement because of payments we make for injury or damage arising out of your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured. This waiver applies only to the person(s) or organization(s) provided additional insured status under this endorsement.

All other terms and conditions of this policy remain unchanged.

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**PROFESSIONAL LIABILITY COVERAGE PART**

For the purposes of this endorsement the coverage part is amended as follows:

A. The following is added to **SECTION III—WHO IS AN INSURED:**

Any person(s) or organization(s) to whom you become contractually required to include as an insured, as specifically required in a written contract or agreement, but only for any vicarious liability imposed upon the additional insured for the negligence of the Named Insured.

However, coverage only applies to written contracts or agreements executed prior to loss and prior to July 1, 2023.

Coverage does not apply to renewals or extensions of written contracts or agreements originally executed prior to July 1, 2023.

There is no coverage for the person(s) or organization(s) for its sole negligence or any other negligence unless it is the negligence of the Named Insured and such negligence arises directly from the Named Insured's activities performed for the additional insured.

B. With respect to the insurance afforded to additional insureds under this endorsement, the following is added to **SECTION IV—LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by a written contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Professional Liability Coverage Part Supplemental Declarations

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Professional Liability Coverage Part Supplemental Declarations.

C. With respect to the insurance afforded to the additional insureds under this endorsement, the following Conditions apply only when required by contract or agreement:

**1. Cancellation Notification Condition:**

If this policy is cancelled, we will endeavor to give written notice of such cancellation to the person(s) or organization(s) provided additional insured status under this endorsement at least thirty (30) days before the effective date of cancellation. If the contract or agreement you have entered into with the additional insured requires a shorter notification period, we will endeavor to give written notice in the time required by such agreement. Such notice may be provided before or after the effective date of cancellation. The notice will state the effective date of cancellation. However, such notice of cancellation is solely for the purpose of informing person(s) or organization(s) provided additional insured status, of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

Failure to give notice in accordance with the terms of this endorsement does not:

- a. Alter the effective date of policy cancellation;
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**2. Primary Noncontributory Condition:**

Coverage provided by this endorsement is amended to be afforded to the person(s) or organization(s) provided additional insured status under this endorsement on a primary, noncontributory or primary and noncontributory basis when and as agreed to in writing in a contract or agreement between you and such person(s) or organization(s).

**3. Waiver of Transfer of Rights of Recovery Against Others to Us:**

We waive any right of recovery we may have against the person(s) or organization(s) provided additional insured status under this endorsement because of payments we make for injury or damage arising out of your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured. This waiver applies only to the person(s) or organization(s) provided additional insured status under this endorsement.

**All other terms and conditions of this policy remain unchanged.**



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