

State: California **Filing Company:** Intrepid Insurance Company
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability
Product Name: General Risk Program - Commercial General Liability Coverages
Project Name/Number: GL CW New Forms, Rules & Rates For Fitness Clubs/IDI-GL-2019-5428-RARUFM-CA-34592

Filing at a Glance

Company: Intrepid Insurance Company
Product Name: General Risk Program - Commercial General Liability Coverages
State: California
TOI: 17.0 Other Liability-Occ/Claims Made
Sub-TOI: 17.0001 Commercial General Liability
Filing Type: Form/Rate/Rule
Date Submitted: 07/16/2019
SERFF Tr Num: BNIC-132014832
SERFF Status: Closed-Approved
State Tr Num: 19-2713
State Status: Approved
Co Tr Num: IDI-GL-2019-5428-RARUFM-CA-34592

Effective Date: 09/15/2019
Requested (New):
Effective Date: 09/15/2019
Requested (Renewal):
Author(s): Norma Jean Knight, Ashley Brewer, Tanyatta Johnson
Reviewer(s): Thomas Hwang (primary), Scott Carlson
Disposition Date: 09/26/2019
Disposition Status: Approved
Effective Date (New): 09/26/2019
Effective Date (Renewal): 09/26/2019

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General Information

Project Name: GL CW New Forms, Rules & Rates For Fitness Clubs Status of Filing in Domicile: Pending

Project Number: IDI-GL-2019-5428-RARUFM-CA-34592 Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 09/26/2019
State Status Changed: 09/26/2019 Deemer Date: 10/01/2019
Created By: Ashley Brewer Submitted By: Ashley Brewer
Corresponding Filing Tracking Number:

Filing Description:

Intrepid Insurance Company (IIC) is amending the General Liability Coverages under their General Risk Program.

Intrepid Insurance Company (IIC) has not written any business since it is still awaiting licensing approval. Intrepid Insurance Company (IIC) will not write any business prior to licensing approval.

The attached filing memorandums describe the materials being submitted for your review and approval.

We respectfully request that the proposed materials be implemented for all new and renewal policies effective on or after September 15, 2019.

Please note that this filing is mutually exclusive to all other Programs filed and approved on behalf of the above captioned company. All other filed and approved programs for the above captioned company remain on file without change.

Company and Contact

Filing Contact Information

Ashley Brewer, Regulatory Consultant abrewer@wrberkley.com
1250 E. Diehl Road 630-210-0358 [Phone]
Suite 200
Naperville, IL 60563

Filing Company Information

Intrepid Insurance Company	CoCode: 10749	State of Domicile: Iowa
7400 College Blvd	Group Code: 98	Company Type:
Suite 350	Group Name: W. R. Berkley Corporation	State ID Number:
Overland Park, KS 66210	FEIN Number: 38-3464412	
(913) 217-4252 ext. [Phone]		

Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:

State Specific

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Variance Requested? (Yes/No): No

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Filing Company: Intrepid Insurance Company

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Thomas Hwang	09/26/2019	09/26/2019

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Pending company response	Raul Rojo	07/18/2019	07/18/2019

Response Letters

Responded By	Created On	Date Submitted
Ashley Brewer	07/29/2019	07/29/2019

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Disposition

Disposition Date: 09/26/2019
 Effective Date (New): 09/26/2019
 Effective Date (Renewal): 09/26/2019
 Status: Approved

Comment: approval letter attached

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	Number of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where req'd):	Minimum % Change (where req'd):
Intrepid Insurance Company	0.000%	0.000%	\$0	0	\$0	0.000%	0.000%

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	New Prior Approval Rate Application		Yes
Supporting Document	Filing Memorandums		Yes
Supporting Document	Underwriting Guidelines		Yes
Supporting Document	Exhibit 18 & Base Rate Calculation		Yes
Form	Limited Coverage - Abuse or Molestation		Yes
Form	Tanning Exclusion		Yes
Form	Private Label Exclusion		Yes
Form	Child Care Exclusion		Yes
Form	Martial Arts Exclusion		Yes
Form	Trampoline or Rebounding Device Exclusion		Yes
Form	Swimming Pool Exclusion		Yes
Form	Climbing Wall Exclusion		Yes
Form	Limitation of Coverage for Tanning		Yes
Form	Nutritional Supplements Exclusion		Yes
Form	Club Member Medical Expense Endorsement		Yes
Form	Sports/Fitness Instructor Professional Liability Coverage (Excluding Punitive "Damages")		Yes
Form	Sauna Exclusion		Yes

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Schedule	Schedule Item	Schedule Item Status	Public Access
Form	Off Premises Property Damage Including Care, Custody or Control		Yes
Form	Additional Insured – Club or Facility Members		Yes
Form	Additional Insured – Subcontractor – Aerobics Instructors, Massage Therapists, and Personal Trainers		Yes
Rate	Limited Coverage - Abuse or Molestation		Yes
Rate	Tanning Exclusion		Yes
Rate	Private Label Exclusion		Yes
Rate	Child Care Exclusion		Yes
Rate	Martial Arts Exclusion		Yes
Rate	Trampoline or Rebounding Device Exclusion		Yes
Rate	Swimming Pool Exclusion		Yes
Rate	Climbing Wall Exclusion		Yes
Rate	Limitation of Coverage for Tanning		Yes
Rate	Nutritional Supplements Exclusion		Yes
Rate	Club Member Medical Expense Endorsement		Yes
Rate	Sports/Fitness Instructor Professional Liability Coverage (Excluding Punitive “Damages”)		Yes
Rate	Sauna Exclusion		Yes
Rate	Off Premises Property Damage, Including Care, Custody or Control		Yes
Rate	Additional Insured – Club or Facility Members		Yes
Rate	Additional Insured – Subcontractor – Aerobics Instructors, Massage Therapists, and Personal Trainers		Yes
Rate	Fitness Base Rates		Yes

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General Risk Program - Commercial General Liability Coverages

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GL CW New Forms, Rules & Rates For Fitness Clubs/IDI-GL-2019-5428-RARUFM-CA-34592

Attachment 19-2713 Approval Letter.pdf could not be reproduced here for the following reason: PDF header signature not found.

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Objection Letter

Objection Letter Status	Pending company response
Objection Letter Date	07/18/2019
Submitted Date	07/18/2019
Respond By Date	07/29/2019

Dear Ashley Brewer,

Introduction:

Submit an Exhibit 18 that contains the following:

- 1) The charge for the rule. Support or justify the charge and provide the rate or premium development method.
- 2) The rate impact of the rule to the current book of business, showing the calculation.

Conclusion:

Sincerely,
Raul Rojo

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Filing Company: Intrepid Insurance Company

Response Letter

Response Letter Status Submitted to State
Response Letter Date 07/29/2019
Submitted Date 07/29/2019

Dear Thomas Hwang,

Introduction:

This is our response to your objection dated July 18, 2019.

Response 1

Comments:

Please see the attached exhibits in response to your objections.

Changed Items:

Supporting Document Schedule Item Changes	
Satisfied - Item:	Exhibit 18 & Base Rate Calculation
Comments:	
Attachment(s):	CA Exhibit 18.pdf Base rate calculation - CA.pdf

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Conclusion:

We trust with this additional information you will be able to continue your review of our filing and grant an approval.

Sincerely,

Ashley Brewer

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Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Limited Coverage - Abuse or Molestation	ICCG 84 06	12 14	END	New		48.000	ICCG 84 06 12 14 Limited Coverage - Abuse or Molestation.pdf
2		Tanning Exclusion	IDCG 83 06	09 19	END	New		45.000	IDCG 83 06 09 19 Tanning Exclusion.pdf
3		Private Label Exclusion	IDCG 83 07	09 19	END	New		45.000	IDCG 83 07 09 19 Private Label Exclusion.pdf
4		Child Care Exclusion	IDCG 83 08	09 19	END	New		45.000	IDCG 83 08 09 19 Child Care Exclusion.pdf
5		Martial Arts Exclusion	IDCG 83 09	09 19	END	New		45.000	IDCG 83 09 09 19 Martial Arts Exclusion.pdf
6		Trampoline or Rebounding Device Exclusion	IDCG 83 10	09 19	END	New		45.000	IDCG 83 10 09 19 Trampoline or Rebounding Device Exclusion.pdf
7		Swimming Pool Exclusion	IDCG 83 11	09 19	END	New		45.000	IDCG 83 11 09 19 Swimming Pool Exclusion.pdf
8		Climbing Wall Exclusion	IDCG 83 12	09 19	END	New		45.000	IDCG 83 12 09 19 Climbing Wall Exclusion.pdf
9		Limitation of Coverage for Tanning	IDCG 83 13	09 19	END	New		45.000	IDCG 83 13 09 19 Limitation of Coverage for Tanning.pdf
10		Nutritional Supplements Exclusion	IDCG 83 14	09 19	END	New		45.000	IDCG 83 14 09 19 Nutritional Supplements Exclusion.pdf

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Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
11		Club Member Medical Expense Endorsement	IDCG 83 15	09 19	END	New		45.000	IDCG 83 15 09 19 Club Member Medical Expense Endorsement.pdf
12		Sports/Fitness Instructor Professional Liability Coverage (Excluding Punitive "Damages")	IDCG 83 16	09 19	END	New		47.000	IDCG 83 16 09 19 Sports Fitness Instr Prof Liab Cov (Excl Pun Dmgs).pdf
13		Sauna Exclusion	IDCG 83 17	09 19	END	New		45.000	IDCG 83 17 09 19 Sauna Exclusion.pdf
14		Off Premises Property Damage Including Care, Custody or Control	IDCG 83 18	09 19	END	New		45.000	IDCG 83 18 09 19 Off Premises Property Damage Including Care, Custody, or Control.pdf
15		Additional Insured – Club or Facility Members	IDCG 83 19	09 19	END	New		45.000	IDCG 83 19 09 19 Additional Insured - Club or Facility Members.pdf
16		Additional Insured – Subcontractor – Aerobics Instructors, Massage Therapists, and Personal Trainers	IDCG 83 20	09 19	END	New		45.000	IDCG 83 20 09 19 Addl Ins - Subcntr - Aerobics Intrs, Msge Thpts, and Psnl Trs.pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – SUBCONTRACTOR –
AEROBICS INSTRUCTORS, MESSAGE THERAPISTS,
AND PERSONAL TRAINERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION II – WHO IS AN INSURED is amended to include as an additional insured Aerobics Instructors, Massage Therapists, and Personal Trainers with whom you agreed in a written contract, agreement or permit to provide insurance, that such person or organization be added as an additional insured on your policy. Such person is an additional insured 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 in the performance of your ongoing operations. No Aerobics Instructor, Massage Therapist, or Personal Trainer is an additional insured with respect to any claim arising out of the rendering of or failure to render professional services.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CLUB OR FACILITY MEMBERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Under **SECTION II – WHO IS AN INSURED**, Paragraph 2., the following is added:

Each of the following is also an insured:

Your club or facility members, 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.

OFF PREMISES PROPERTY DAMAGE INCLUDING CARE, CUSTODY, OR CONTROL

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Property Damage - Off Premises Care, Custody Or Control Occurrence Limit 25000

Property Damage - Off Premises Care, Custody Or Control Aggregate Limit 25000

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

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by this endorsement.

A. COVERAGE

Subparagraph **j.(4)** of Paragraph **2.**, **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced with the following:

(4) Personal property of others in the care, custody, or control of an insured at premises owned, occupied by, or rented to an insured;

Subparagraphs **j.(5)** and **(6)** of Paragraph **2.**, **Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability** are deleted.

B. EXCLUSIONS

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

This insurance shall not apply to:

1. "Property damage" :
 - a. To property owned by any Named Insured, any person qualifying as an insured in Paragraph **1.** of **Section II - Who Is An Insured**, or any "employee" of any Named Insured;
 - b. To property on any premises owned, rented, leased, operated or used by you; or
 - c. To property while in transit to or from any premises owned, rented, leased, operated or used by you.
2. "Property damage" to property included in the "products-completed operations hazard".
3. "Property damage" to borrowed equipment if coverage is provided by another endorsement attached to this policy described as **Property Damage - Borrowed Equipment**.

C. LIMITS OF INSURANCE

The following is added to **Section III - Limits Of Insurance**:

1. Subject to **2.** below, the Property Damage - Off Premises Care, Custody Or Control Occurrence Limit shown in the Schedule is the most we will pay due to "property damage" to property of others as a result of any one "occurrence". This limit is part of and not in addition to the Each Occurrence Limit applicable to **Coverage A - Bodily Injury And Property Damage Liability** described in Paragraph **5.** of **Section III - Limits Of Insurance.**

2. The Property Damage - Off Premises Care, Custody Or Control Aggregate Limit shown in the Schedule is the most that is payable under this coverage regardless of the number of claims or "suits" made against you. This limit is part of, and not in addition to the General Aggregate Limit described in Paragraph **2.** of **Section III - Limits Of Insurance.**

D. DEDUCTIBLE

For the purposes of the coverage provided by this endorsement:

We will not pay for "property damage" in any one "occurrence" until the amount of "property damage" exceeds **\$250.** If the policy to which this endorsement is attached contains a "property damage" deductible, that deductible shall apply if it is greater than **\$250.**

E. CONDITIONS

For the purposes of the coverage provided by this endorsement, **Section IV - Commercial General Liability Conditions** is amended as follows:

1. The following condition is added:

In the event of a loss covered by this endorsement, you shall, at our request, replace the damaged property or furnish labor and materials necessary for repairs at your actual cost, excluding profit or overhead charges.

2. The following is added to condition **4. Other Insurance**, Paragraph **b. Excess Insurance**:

The insurance afforded by this endorsement is excess over any other insurance, whether primary, excess, contingent or on any other basis that applies to "property damage" covered by this endorsement.

3. Condition **7. Separation of Insureds** is replaced with the following:

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.

However, this condition does not apply if damages are to the property of any insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SAUNA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION 1 - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions; COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions; and COVERAGE C. MEDICAL PAYMENTS, 2. Exclusions:**

This insurance does not apply to "bodily injury", "property damage", or "personal or advertising injury" arising out of the ownership, rental, maintenance, operation, supervision, or use by any person of any sauna or related supplies and equipment on the insured's premises.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

SPORTS/FITNESS INSTRUCTOR PROFESSIONAL LIABILITY COVERAGE (EXCLUDING PUNITIVE “DAMAGES”)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

**Coverage – Sports/Fitness Instructor
Professional Liability**

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as “damages” because of any “wrongful act” of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured for any “suit” seeking those “damages.” However, we will have no duty to defend any insured against any “suit” seeking “damages” to which this insurance does not apply. We may, at our discretion, investigate any report of a “wrongful act” 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 Coverage A.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Supplementary Payments – Coverages A & B**.

- b. This insurance applies to “damages” because of “wrongful acts” only if:
- (1) The “wrongful act” is committed in the rendering or failure to render “professional Sports/Fitness Instructor services;”

- (2) The “wrongful act” occurs during this policy period; and
- (3) The “wrongful act” takes place in the “coverage territory.”

EXCLUSIONS

In addition to all of the exclusions contained in paragraph 2. **Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, this insurance does not apply to:

- a. **Dishonest, Fraudulent, Criminal or Malicious Acts Or Intentional Injury**
“Damages” arising out of any:
 - (1) Insured's act, error or omission;
 - (2) Act, error, or omission committed by any other person for whose acts the insured is legally liable; or
 - (3) Act, error or omission committed at the direction of any insured that is dishonest, fraudulent, criminal, malicious, a willful or reckless violation of any statute, knowingly wrongful, or intended to cause injury.
- b. **Contractual Liability**
“Damages” the insured is obligated to pay by reason of the assumption of liability in a contract or agreement.
- c. **Liquor Liability**
“Damages” for which any insured may be held liable by reason of:
 - (1) Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises for consumption on your premises;
 - (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 even if the "claim"s against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol if the occurrence which caused the "damages" involved that which is described in paragraph (1), (2) or (3) above.

This exclusion applies only if you:

- (1) Manufacture, sell or distribute alcoholic beverages;
- (2) Serve or furnish alcoholic beverages for a charge whether or not such activity:
 - (a) Requires a license;
 - (b) Is for the purpose of financial gain or livelihood;
- (3) Serve or furnish alcoholic beverages without a charge, if a license is required for such activity; or
- (4) Permit any person to bring any alcoholic beverages on your premises, for consumption on your premises.

d. Employer's Liability

Liability for "damages" 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 whether the insured may be liable as an employer or in any other capacity and to any obligation to share "damages" with or repay someone else who must pay "damages" because of the injury.

e. Aircraft, Auto, Watercraft or Mobile Equipment

"Damages" arising out of the ownership, maintenance, use, entrustment to others, or transportation of any aircraft, "auto," watercraft or "mobile equipment" owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

This exclusion applies even if the "claim"s 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 "damages" or injury involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto," watercraft or "mobile equipment" that is owned or operated by or rented or loaned to any insured.

f. Insured versus Insured

"Damages" arising out of any "claim" made or "suit" brought against an insured by another insured.

g. Membership and Accreditation

Any "claim" or "suit" arising out of membership in a professional sports/fitness instructor organization: accreditation board or committee; union; society; association; or any similar board, committee or organization.

h. Recording and Distribution of Material or Information, or Failure to Properly Protect Material or Information, in Violation of Law

"Damages" arising out of any error, act or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the: printing, dissemination, disposal, collecting, recording, sending, transmitting, protecting, communicating or distribution of material or information, including nonpublic personal or private information.

i. Consumer Protection Acts

“Damages” arising out of any violation or alleged violation of any antitrust law, unfair trade practices act, consumer protection act, or any similar law.

j. Directors, Officers, and Volunteers

“Damages” arising from any insured’s activities as:

- (1) An executive officer, director, partner, trustee, volunteer, or “employee” of a business enterprise, charitable organization, pension fund, welfare fund, profit sharing plan administrator, mutual fund, investment fund, trust or any other type of organization not specifically named in the Declarations; or
- (2) A fiduciary under the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto or any other employee benefit plan.

k. Fines and Penalties

Any civil, criminal or administrative fines or penalties levied against an insured or subcontractor working on behalf of an insured.

l. Insolvency or Bankruptcy

“Damages” arising out of the insolvency or bankruptcy of any insured or any other person or organization in which an insured has a financial interest.

m. Non-Monetary “Damages”

- (1) Any actions, “claim”s”, “suits” or demands seeking relief or redress in any form other than money “damages”; or

- (2) Any costs, fees, or expenses which an insured may become obligated to pay as a result of an adverse judgment or injunctive or declaratory relief.

n. Other Operations or Businesses

“Damages” arising from:

- (1) Any business or operations conducted at any owned, leased, or rented location not designated in this policy;
- (2) Any business or operations other than those designated in the Declarations; or
- (3) Any “claim” or “suit” brought by any business enterprise which is controlled, operated, managed or owned in whole or in part, by an insured or its parent company or any of its affiliated, subsidiary or associated companies.

o. Other Professional Services

“Damages” arising out of the rendering or failure to render professional services other than “professional sports/fitness instructor services,” including but not limited to:

- (1) An insured’s acts, errors, or omissions as a surgeon, physician, osteopath, dentist, orthodontist, chiropractor, psychiatrist, or psychologist;
- (2) The acts, errors, or omissions of physicians, surgeons, osteopaths, podiatrists, dentists, orthodontists, chiropractors, psychiatrists, homeopaths, or psychologists contracted by an insured;
- (3) The rendering or failure to render radiological services, surgical services, or shock therapy;
- (4) The rendering of or failure to render medical services, dental services, nursing services or other treatments, other than as directed by a physician; or
- (5) The use, prescription, furnishing or dispensing of dietary supplements, over-the-counter or prescription drugs, or medical, dental, or nursing supplies or appliances, other than as directed by a physician.

- scope of their duties as such and subject to the exclusions of this policy.
- p. Personal and Advertising Injury**
Any “damages” out of “personal and advertising injury.”
- q. Prior Acts, Errors, or Omissions**
- (1) Any “damages” arising out of an act, error or omission disclosed in your application for insurance or any accompanying documents provided by you or your representative to us;
 - (2) Any “damages” arising out of an act, error or omission you had knowledge of, or information on, prior to the effective date of this policy term; or
 - (3) Any “damages” arising out of a “wrongful act” that first occurred prior to this “policy period.”
- r. Securities Acts**
“Damages” arising out of any violation or alleged violation of:
- (1) The Securities Act of 1933 as amended;
 - (2) The Securities Exchange Act of 1934 as amended;
 - (3) Any State Securities law (also known as the blue sky laws) or similar State or Federal statute; or
- any regulation or order issued pursuant to any of the foregoing.
- s. Statutory Violation**
“Damages” arising out of any violation or alleged violation of any federal, state, or local statutes, regulations, or ordinances.
- t. Warranties or Guarantees**
“Damages” arising out of any express or implied warranties or guarantees made by you.
- u. Wrongful Conversion**
“Damages” arising out of any coercion, conversion, or misappropriation of the funds or property of others.
- v. Punitive “Damages”**
Punitive “damages”, exemplary “damages”, multiplied “damages”, fines or penalties.
- B. For the insurance provided by this endorsement, SECTION II - WHO IS AN INSURED is amended as follows:**
1. Paragraph 2.a.(1)(d) is replaced by the following:
 - (d) Arising out of his or her providing or failing to provide professional services except for “Sports/Fitness Instructor services” and only while acting within the
2. The following is added:
Any Aerobics Instructors, Massage Therapists, and Personal Trainers with whom you agreed in a written contract, agreement or permit, that such person or organization be added as an additional insured on your policy. Such person is an additional insured only with respect to liability for “damages” in the performance of “Professional sports/fitness instructor services”.
- C. For the insurance provided by this endorsement, SECTION III – LIMITS OF INSURANCE, paragraph 5. is replaced by the following:**
5. Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. “Damages” under Coverage A including under the Sports/Fitness Instructor Professional Liability Coverage endorsement; and
 - b. Medical Expenses under Coverage C because of “damages” arising out of any one “occurrence.”
For the purposes of determining the applicable Limits Of Insurance, all covered “damages” arising from negligent acts, errors or omissions that are causally or logically connected, including but not limited to a series of negligent acts, errors or omissions committed by the same person or by two or more persons acting in concert, will be combined and considered to have arisen from only one “occurrence.”
- D. For the insurance provided by this endorsement, Condition 2. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:**
2. **Duties In The Event of a “Wrongful Act”, “claim” or “Suit”**
 - a. You must see to it that we are notified as soon as practicable of a “wrongful act” which may result in a “claim”. To the extent possible, notice should include:
 - (1) What the “wrongful act” was and when and where the “occurrence” took place;
 - (2) The names and addresses of any witnesses and anyone who may suffer “damages” as a result of the “wrongful act,” “claim,” or “suit,” and
 - (3) The nature of any damage arising out of the “wrongful act”.

- 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 a "wrongful act" 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 without our prior written consent.

E. For the insurance provided by this endorsement, the following additional definitions are added to **SECTION V – DEFINITIONS:**

- 1. "Claim" means any written demand presented for monetary "damages" for a "wrongful act" or a "suit" against you arising from a "wrongful act" to which this insurance applies. All "claim"s" made on account of a single "wrongful act" shall be treated as a single "claim" first made on the date the earliest of the "claim"s" was made, regardless of whether that date is before or during the policy period.
- 2. "Damages" means a monetary loss which an insured is legally obligated to pay for any "claim" to which this insurance applies and shall include judgments and settlements. "Damages" does not include fines or penalties imposed by law, or punitive or exemplary "damages" or other matters which may be deemed uninsurable under the law pursuant to which the policy shall be construed.

- 3. "Policy period" means the period from the effective date of the policy to its expiration, nonrenewal, cancellation or termination. If the policy issued under the original policy period is renewed, then the date of the renewal shall begin a new policy period.
- 4. "Professional sports/fitness instructor services" means those professional services incidental to the health and fitness industry, including the provision of physical training, fitness counseling, and nutritional counseling services.
- 5. "Wrongful act" means any actual or alleged negligent act, error or omission in the actual rendering or failure to render "professional services" in your capacity as a health and fitness organization. All "wrongful acts" arising from the interrelated series of acts, errors or omissions shall be deemed to be one "wrongful act" taking place at the time of the earliest "wrongful act".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLUB MEMBER MEDICAL EXPENSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is removed from **SECTION 1 - COVERAGES, COVERAGE C. MEDICAL PAYMENTS, 2. Exclusions:**

e. Athletics Activities

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

SECTION 1 – COVERAGES, COVERAGE C. MEDICAL PAYMENTS, 1. Insuring Agreement, part a. is replaced with the following:

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:

- (a)** The accident takes place in the “coverage territory” and during the policy period;
- (b)** The expenses are incurred and reported to us within one year of the date of the accident;
- (c)** The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require; and
- (d)** The injured person is one of your Club Members on the date of the accident.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUTRITIONAL SUPPLEMENTS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION 1 - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions; COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions; and COVERAGE C. MEDICAL PAYMENTS, 2. Exclusions:**

This insurance does not apply to “bodily injury”, “property damage” or “personal or advertising injury” arising out of the following:

1. Nutritional supplements or dietary supplements, in any form including but not limited to a capsule, powder, liquid, soft gel, or gel cap; or
2. Any product intended to supplement the diet that bears or contains one or more of the following dietary ingredients; vitamins, minerals, amino acids, herbs or other botanicals, or
3. A dietary substance for use to supplement the diet by increasing the total dietary intake; or
4. A concentrate, metabolite, constituent, extract, or combination of any ingredient described above or herein.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE FOR TANNING

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION 1 - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions; COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions; and COVERAGE C. MEDICAL PAYMENTS, 2. Exclusions:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of or caused by any ultra-violet rays or any other carcinogenic agent producing or inciting malignant or benign growths or any other cancerous or pre-cancerous growths, conditions or disorder arising out of the ownership, maintenance or use of any tanning apparatus or tanning product.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLIMBING WALL EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION 1 - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions; COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions; and COVERAGE C. MEDICAL PAYMENTS, 2. Exclusions:**

This insurance does not apply to “bodily injury”, “property damage” or “personal or advertising injury” arising out of the ownership, maintenance, or use of climbing walls or similar equipment.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SWIMMING POOL EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION 1 - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions; COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions; and COVERAGE C. MEDICAL PAYMENTS, 2. Exclusions:**

This insurance does not apply to “bodily injury”, “property damage”, or “personal or advertising injury” arising out of the ownership, rental, maintenance, operation, supervision, or use by any person of any swimming pool, wading pool, hot tub, cold plunge, or related supplies and equipment on the insured's premises.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRAMPOLINE OR REBOUNTING DEVICE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION 1 - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions; COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions; and COVERAGE C. MEDICAL PAYMENTS, 2. Exclusions:**

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the ownership, operation, provision, maintenance, supervision or use by any person of any “Rebounding Device”.

For the purposes of this endorsement, “rebounding device” includes but is not limited to trampolines, mini trampolines, slingshot trampolines, pitch backs, and bungee cord jumping. A rebounding device does not include any rebounding device that is four feet or less in diameter or width and whose surface is no more than two feet above floor level.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MARTIAL ARTS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to **SECTION 1 - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions; COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions; and COVERAGE C. MEDICAL PAYMENTS, 2. Exclusions:**

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of any Martial Arts activities including but not limited to aikido, karate, kung fu, kenpō, judo, jiu-jitsu, Taekwondo, fencing, wrestling, or mixed martial arts; nor does it apply to the sales of martial arts equipment, or the teaching or demonstration of martial arts weapons.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHILD CARE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION 1 - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions; COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions; and COVERAGE C. MEDICAL PAYMENTS, 2. Exclusions:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the operation of a child care center or the provision of a child care service.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIVATE LABEL EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION 1 - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions; COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions; and COVERAGE C. MEDICAL PAYMENTS, 2. Exclusions:**

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sale of private label merchandise.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TANNING EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION 1 - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions; COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions; and COVERAGE C. MEDICAL PAYMENTS, 2. Exclusions:**

This insurance does not apply to “bodily injury”, “property damage”, or “personal and advertising injury” arising out of ownership, rental, maintenance, operation, supervision or use by any person of any tanning product or “Tanning Device.”

“Tanning device” is a device, including its accompanying equipment, which emits ultraviolet radiation to produce change in pigmentation of human skin. “Tanning device” includes, but is not limited to, tanning beds, tanning booths, facial tanning units, sunlamps, and overhead lamp systems.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
LIMITED COVERAGE - ABUSE OR MOLESTATION

This endorsement modifies insurance under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE	
Abuse or Molestation Each Claim Sublimit:	\$
Abuse or Molestation Aggregate Sublimit:	\$
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)	

A. The following exclusion is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. Exclusions**, and also to **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph **2. Exclusions**:

This insurance does not apply to “bodily injury,” “property damage,” “personal and advertising injury” or medical expenses attributable to or arising out of the actual or threatened “abuse or molestation” of any person by anyone.

B. The following – **LIMITED COVERAGE – ABUSE OR MOLESTATION**, is added to **SECTION I – COVERAGES**:

1. We will pay “damages” the insured is legally obligated to pay because of “abuse or molestation,” but only if the insured’s legal obligation to pay “damages” results from:

- a.** the insured’s negligent:
 - (1) employment;
 - (2) selection;
 - (3) investigation;
 - (4) supervision;
 - (5) retention; or
 - (6) training
 of a person for whom the insured is or ever was legally responsible;
- b.** the insured’s negligent:
 - (1) design;
 - (2) control;
 - (3) maintenance;
 - (4) supervision; or
 - (5) inspection
 of premises under your control; or

c. the insured’s negligent reporting or failure to report any actual, threatened or suspected “abuse or molestation” to the proper authorities.

2. We will have the right and duty to defend an insured against any “suit” seeking those “damages.” However, we will have no duty to defend any insured against any “suit” seeking “damages” for “abuse or molestation” to which this insurance does not apply.

We may, at our discretion, investigate any “abuse or molestation” and settle any “claim” or “suit” that may result; but:

- a.** the amount we will pay for “damages” is limited as described in **Section E. Sublimits of Insurance** of this **LIMITED COVERAGE – ABUSE OR MOLESTATION** endorsement; and
- b.** our right and duty to defend ends when we have used up the applicable Sublimits of Insurance in the payment of “damages” under this **LIMITED COVERAGE – ABUSE OR MOLESTATION** endorsement.

No other obligation or liability to pay sums or perform acts or services is covered.

3. This insurance applies to “damages” because of “abuse or molestation” only if:

- a.** The “abuse or molestation” takes place in the “coverage territory;”
- b.** The “abuse or molestation” occurs during the “policy period;” and
- c.** prior to the “policy period,” none of the following knew of the “abuse or molestation” or “interrelated abuse or molestation:”

- (1) your officers or directors;
- (2) any "employee" authorized by you to give or receive notice of circumstances likely to result in a "claim;"
- (3) you, if you are a sole proprietor; or
- (4) your family member, if you are a sole proprietor.

However, (1) above does not apply to any officer or director alleged to have directly committed, participated in or instigated any "abuse or molestation."

C. Exclusions

With the exception of the "abuse or molestation" exclusion contained in **A.** above, all of the exclusions contained in paragraph **2. Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and paragraph **2. Exclusions of COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM**, shall apply to the coverage provided under this **LIMITED COVERAGE – ABUSE OR MOLESTATION** endorsement.

This **LIMITED COVERAGE – ABUSE OR MOLESTATION** insurance also does not apply to:

1. Perpetrators

- a. Any person who is alleged to have directly committed, participated in, or instigated any "abuse or molestation;" or
- b. Any person who knew that "abuse or molestation" had occurred and failed to take action to prevent the continuation of the "abuse or molestation."

2. Prior Abuse or Molestation

Any "damages" arising out of "abuse or molestation" or "interrelated abuse or molestation" if the "abuse or molestation" or "interrelated abuse or molestation" occurred prior to this "policy period."

3. Professional Services

"Damages" arising out of performing or failing to perform the following professional services: legal, accounting, financial, appraisal, architectural, engineering, or "professional health care services."

4. Your Workers, Students, And Volunteers

Any "claim" or "suit" brought by an insured, director, "employee," "temporary employee," volunteer, or "student in training."

- D. For the insurance provided by this endorsement all references to **SUPPLEMENTARY PAYMENTS – COVERAGES A and B** are replaced by **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B and LIMITED COVERAGE – ABUSE OR MOLESTATION.**

E. Sublimits of Insurance

1. The Sublimits of Insurance shown in the **SCHEDULE** above and the rules below fix the most we will pay for "damages" regardless of the number of:
 - a. Insureds;
 - b. "Claims" made or "suits" brought; or
 - c. Persons or organizations making "claims" or bringing "suits."
2. Subject to the provisions of paragraphs **3.** and **4.** below, the Abuse or Molestation Aggregate Sublimit shown in the **SCHEDULE** above is the most we will pay for the sum of all "damages" because of "abuse or molestation" to which the insurance provided by this endorsement applies. This Aggregate Sublimit applies 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 of this policy, unless that "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.
3. The Abuse or Molestation Each Claim Sublimit shown in the **SCHEDULE** above is the most we will pay for all "damages" as the result of any one "claim" for "abuse or molestation" or "interrelated abuse or molestation." For the purposes of determining the applicable limit of insurance, all "claims" arising out of "interrelated abuse or molestation" to one or more persons will be combined and considered to be a single "claim."
4. For the purposes of determining the applicable limit of insurance, all "damages" for "interrelated abuse or molestation" will be assigned to only one policy. Only the policy that was in effect when the first incident of "interrelated abuse or molestation" occurred will apply. All "damages" attributable to "interrelated abuse or molestation" will be treated as one "claim" and assigned to one "policy period" even if the limits of insurance under that policy have been eroded or exhausted.

5. We will not pay any "claim" for "damages" for "abuse or molestation" or the costs of defense after the applicable Sublimits of Insurance under this **LIMITED COVERAGE – ABUSE OR MOLESTATION** endorsement have been exhausted by payment of "damages."

F. Application of the Policy General Aggregate Limit SECTION III – LIMITS OF INSURANCE, paragraph 2. of the COMMERCIAL GENERAL LIABILITY COVERAGE FORM Is replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard;"
 - b. Damages under Coverage **B**;
 - c. Medical expenses under Coverage **C**; and
 - d. "Damages" under the **LIMITED COVERAGE – ABUSE OR MOLESTATION** endorsement.

G. New Definitions

For the purposes of this endorsement the following is added to **SECTION V – DEFINITIONS** of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**:

1. "Abuse or molestation" means actual, threatened, or alleged physical, psychological, or sexual:
 - a. abuse;
 - b. molestation;
 - c. assault;
 - d. battery;
 - e. exploitation; or
 - f. humiliationof a person or persons.
2. "Claim" means a demand for "damages."
3. "Damages" means money damages, or a monetary judgment, award, or settlement, to compensate a person or persons for "bodily injury."

"Damages" does not include amounts an insured is required to pay as a result of injunctive or equitable relief, attorneys' fees, amounts deemed to be uninsurable, fines, sanctions, penalties, restitution, punitive or exemplary awards, or the multiplied portion of any monetary judgment or award.

4. "Interrelated abuse or molestation" means any "abuse or molestation" covered by a policy issued by us that is causally or logically connected, and includes, but is not limited to, all incidents of "abuse or molestation" committed by the same person and all incidents of "abuse or molestation" committed by two or more persons acting in concert with any one or more persons.
5. "Policy period" means the period from the effective date of the policy to its expiration, nonrenewal, cancellation or termination. If the policy issued under the original policy period is renewed, then the date of the renewal shall begin the new policy period.
6. "Professional health care services" means any medical, dental or pharmaceutical services, including physical examinations, screenings, procedures or therapies for the purpose of diagnosing, assessing or treating illness or disease.
7. "Student in training" means a person enrolled in an accredited program who is engaged in an internship, residency or other training program with you.

H. Revised Definitions

For the purposes of this endorsement, the definition of "suit" contained in the Definitions Section of the **COMMERCIAL GENERAL LIABILITY COVERAGE FORM** is replaced by the following:

"Suit" means a civil proceeding for "damages." "Suit" also includes:

1. an arbitration proceeding in which "damages" are sought, and to which the insured must submit or does submit with our consent; or
2. any other alternative dispute resolution proceeding in which such "damages" are sought and to which the insured submits with our consent.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

SERFF Tracking #:

BNIC-132014832

State Tracking #:

19-2713

Company Tracking #:

IDI-GL-2019-5428-RARUFM-CA-34592

State: California
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability
Product Name: General Risk Program - Commercial General Liability Coverages
Project Name/Number: GL CW New Forms, Rules & Rates For Fitness Clubs/IDI-GL-2019-5428-RARUFM-CA-34592

Filing Company: Intrepid Insurance Company

Rate Information

Rate data applies to filing.

Filing Method: Prior Approval
Rate Change Type: Neutral
Overall Percentage of Last Rate Revision: 0.000%
Effective Date of Last Rate Revision: 11/01/2018
Filing Method of Last Filing: Prior Approval
SERFF Tracking Number of Last Filing: PERR-131654136

Company Rate Information

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	Number of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where req'd):	Minimum % Change (where req'd):
Intrepid Insurance Company	0.000%	0.000%	\$0	0	\$0	0.000%	0.000%

SERFF Tracking #:	BNIC-132014832	State Tracking #:	19-2713	Company Tracking #:	IDI-GL-2019-5428-RARUFM-CA-34592
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State:	California	Filing Company:	Intrepid Insurance Company
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability		
Product Name:	General Risk Program - Commercial General Liability Coverages		
Project Name/Number:	GL CW New Forms, Rules & Rates For Fitness Clubs/IDI-GL-2019-5428-RARUFM-CA-34592		

Rate/Rule Schedule

State: California
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability
Product Name: General Risk Program - Commercial General Liability Coverages
Project Name/Number: GL CW New Forms, Rules & Rates For Fitness Clubs/IDI-GL-2019-5428-RARUFM-CA-34592

Filing Company:

Intrepid Insurance Company

Item No.	Schedule Item Status	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing Number	Attachments
1		Limited Coverage - Abuse or Molestation	ICCG 84 06 - 1	New		ICCG 84 06 Limited Coverage - Abuse or Molestation CW ED 09 19.pdf
2		Tanning Exclusion	IDCG 83 06 - 1	New		IDCG 83 06 Tanning Exclusion CW ED 09 19.pdf
3		Private Label Exclusion	IDCG 83 07 - 1	New		IDCG 83 07 Private Label Exclusion CW ED 09 19.pdf
4		Child Care Exclusion	IDCG 83 08 - 1	New		IDCG 83 08 Child Care Exclusion CW ED 09 19.pdf
5		Martial Arts Exclusion	IDCG 83 09 - 1	New		IDCG 83 09 Martial Arts Exclusion CW ED 09 19.pdf
6		Trampoline or Rebounding Device Exclusion	IDCG 83 10 - 1	New		IDCG 83 10 Trampoline or Rebounding Device Exclusion CW ED 09 19.pdf
7		Swimming Pool Exclusion	IDCG 83 11 - 1	New		IDCG 83 11 Swimming Pool Exclusion CW ED 09 19.pdf
8		Climbing Wall Exclusion	IDCG 83 12 - 1	New		IDCG 83 12 Climbing Wall Exclusion CW ED 09 19.pdf
9		Limitation of Coverage for Tanning	IDCG 83 13 - 1	New		IDCG 83 13 Limitation of Coverage for Tanning CW ED 09 19.pdf
10		Nutritional Supplements Exclusion	IDCG 83 14 - 1	New		IDCG 83 14 Nutritional Supplements Exclusion CW ED 09 19.pdf
11		Club Member Medical Expense Endorsement	IDCG 83 15 - 1	New		IDCG 83 15 Club Member Medical Expense Endorsement CW ED 09 19.pdf
12		Sports/Fitness Instructor Professional Liability Coverage (Excluding Punitive Damages)	IDCG 83 16 - 1	New		IDCG 83 16 Sports Fitness Instructor PL Cov (Excl Pun Dmgs) CW ED 09 19.pdf
13		Sauna Exclusion	IDCG 83 17 - 1	New		IDCG 83 17 Sauna Exclusion CW ED 09 19.pdf
14		Off Premises Property Damage, Including Care, Custody or Control	IDCG 83 18 - 1	New		IDCG 83 18 Off Premises Property Damage Including Care, Custody, or Control CW ED 09 19.pdf

SERFF Tracking #:

BNIC-132014832

State Tracking #:

19-2713

Company Tracking #:

IDI-GL-2019-5428-RARUFM-CA-34592

State:

California

Filing Company:

Intrepid Insurance Company

TOI/Sub-TOI:

17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability

Product Name:

General Risk Program - Commercial General Liability Coverages

Project Name/Number:

GL CW New Forms, Rules & Rates For Fitness Clubs/IDI-GL-2019-5428-RARUFM-CA-34592

15		Additional Insured Club or Facility Members	IDCG 83 19 - 1	New		IDCG 83 19 Additional Insured - Club or Facility Members CW ED 09 19.pdf
16		Additional Insured Subcontractor Aerobics Instructors, Massage Therapists, and Personal Trainers	IDCG 83 20 - 1	New		IDCG 83 20 Addl Ins-Subcntratr -Aerobics Instrs, Msge Thpts, and Per Trnrs CW ED 09 19.pdf
17		Fitness Base Rates	Fitness Base Rates - 1	New		CG Fitness Base Rates GRP2 ED 09 19.pdf

INTREPID INSURANCE COMPANY
GENERAL RISK PROGRAM
DIVISION SIX – GENERAL LIABILITY – COMMERCIAL LINES MANUAL
Company Rules

MULTISTATE

**IDCG 83 20 ADDITIONAL INSURED – SUBCONTRACTOR – AEROBICS INSTRUCTORS, MASSAGE
THERAPISTS, AND PERSONAL TRAINERS**

A. Description Of Coverage

This endorsement provides additional insured status for subcontracted aerobics instructors, massage therapists, and personal trainers.

B. Premium Determination

The premium charge for this endorsement is \$150, which is in addition to the policy writing minimum premium and is not subject to further modification.

INTREPID INSURANCE COMPANY
GENERAL RISK PROGRAM
DIVISION SIX – GENERAL LIABILITY – COMMERCIAL LINES MANUAL
Company Rules

MULTISTATE

IDCG 83 19 ADDITIONAL INSURED – CLUB OR FACILITY MEMBERS

A. Description Of Coverage

This endorsement provides additional insured status for club or facility members.

B. Premium Determination

The premium charge for this endorsement is \$100, which is in addition to the policy writing minimum premium and is not subject to further modification.

INTREPID INSURANCE COMPANY
GENERAL RISK PROGRAM
DIVISION SIX – GENERAL LIABILITY – COMMERCIAL LINES MANUAL
Company Rules

MULTISTATE

IDCG 83 18 OFF PREMISES PROPERTY DAMAGE, INCLUDING CARE, CUSTODY OR CONTROL

A. Description Of Coverage

This endorsement provides limited coverage enhancements for off premises property damage to the Commercial General Liability Coverage Form.

B. Premium Determination

The basic limit premium charge for this endorsement is \$50 and is not subject to further modification.

INTREPID INSURANCE COMPANY
GENERAL RISK PROGRAM
DIVISION SIX – GENERAL LIABILITY – COMMERCIAL LINES MANUAL
Company Rules
MULTISTATE

IDCG 83 17 SAUNA EXCLUSION

Attach this optional endorsement to exclude losses arising out of the ownership, rental, maintenance, operation, supervision, or use by any person of any sauna, or related supplies and equipment on the insured's premises.

There is no premium charge for the attachment of this endorsement.

INTREPID INSURANCE COMPANY
GENERAL RISK PROGRAM
DIVISION SIX – GENERAL LIABILITY – COMMERCIAL LINES MANUAL
Company Rules

MULTISTATE

**IDCG 83 16 SPORTS/FITNESS INSTRUCTOR PROFESSIONAL LIABILITY COVERAGE
(EXCLUDING PUNITIVE “DAMAGES”)**

A. Description Of Coverage

This endorsement provides professional liability coverage enhancements to the Commercial General Liability Coverage Form.

B. Premium Determination

The premium charge for this endorsement is 1.0% of the total general liability policy premium, subject to a \$150 minimum premium charge, which is in addition to the policy writing minimum premium and is not subject to further modification.

INTREPID INSURANCE COMPANY
GENERAL RISK PROGRAM
DIVISION SIX – GENERAL LIABILITY – COMMERCIAL LINES MANUAL
Company Rules

MULTISTATE

IDCG 83 15 CLUB MEMBER MEDICAL EXPENSE ENDORSEMENT

A. Description Of Coverage

This optional endorsement is used to provide medical expense to club members.

B. Premium Determination

The premium charge for this endorsement is \$50 and is not subject to further modification.

INTREPID INSURANCE COMPANY
GENERAL RISK PROGRAM
DIVISION SIX – GENERAL LIABILITY – COMMERCIAL LINES MANUAL
Company Rules
MULTISTATE

IDCG 83 14 NUTRITIONAL SUPPLEMENTS EXCLUSION

Attach this optional endorsement to exclude losses arising out of dietary or nutritional supplements sold by the insured.

There is no premium charge for the attachment of this endorsement.

INTREPID INSURANCE COMPANY
GENERAL RISK PROGRAM
DIVISION SIX – GENERAL LIABILITY – COMMERCIAL LINES MANUAL
Company Rules
MULTISTATE

IDCG 83 13 LIMITATION OF COVERAGE FOR TANNING

A. Description Of Coverage

This endorsement limits coverage for tanning operations to exclude coverage for any losses related to any Cancerous conditions and arising out of the ownership, maintenance or use of any tanning apparatus or tanning product.

B. Premium Determination

The charge for this endorsement is \$75 per tanning bed and not subject to further modification.

INTREPID INSURANCE COMPANY
GENERAL RISK PROGRAM
DIVISION SIX – GENERAL LIABILITY – COMMERCIAL LINES MANUAL
Company Rules
MULTISTATE

IDCG 83 12 CLIMBING WALL EXCLUSION

Attach this optional endorsement to exclude losses arising out of the ownership, maintenance, or use of climbing walls or similar equipment.

There is no premium charge for the attachment of this endorsement.

INTREPID INSURANCE COMPANY
GENERAL RISK PROGRAM
DIVISION SIX – GENERAL LIABILITY – COMMERCIAL LINES MANUAL
Company Rules
MULTISTATE

IDCG 83 11 SWIMMING POOL EXCLUSION

Attach this optional endorsement to exclude losses arising out of the ownership, rental, maintenance, operation, supervision, or use by any person of any swimming pool, wading pool, hot tub, or cold plunge, or related supplies and equipment on insured's premises.

There is no premium charge for the attachment of this endorsement.

INTREPID INSURANCE COMPANY
GENERAL RISK PROGRAM
DIVISION SIX – GENERAL LIABILITY – COMMERCIAL LINES MANUAL
Company Rules
MULTISTATE

IDCG 83 10 TRAMPOLINE OR REBOUNTING DEVICE EXCLUSION

Attach this optional endorsement to exclude losses arising out of ownership, operation, provision, maintenance, supervision, or use by any person of any “Rebounding Device.”

There is no premium charge for the attachment of this endorsement.

INTREPID INSURANCE COMPANY
GENERAL RISK PROGRAM
DIVISION SIX – GENERAL LIABILITY – COMMERCIAL LINES MANUAL
Company Rules
MULTISTATE

IDCG 83 09 MARTIAL ARTS EXCLUSION

Attach this optional endorsement to exclude losses arising out of martial arts activities.

There is no premium charge for the attachment of this endorsement.

INTREPID INSURANCE COMPANY
GENERAL RISK PROGRAM
DIVISION SIX – GENERAL LIABILITY – COMMERCIAL LINES MANUAL
Company Rules
MULTISTATE

IDCG 83 08 CHILD CARE EXCLUSION

Attach this optional endorsement to exclude losses arising out of the operation of a child care center.

There is no premium charge for the attachment of this endorsement.

INTREPID INSURANCE COMPANY
GENERAL RISK PROGRAM
DIVISION SIX – GENERAL LIABILITY – COMMERCIAL LINES MANUAL
Company Rules
MULTISTATE

IDCG 83 07 PRIVATE LABEL EXCLUSION

Attach this optional endorsement to exclude coverage arising out of the manufacture or sale of private label merchandise.

There is no premium charge for the attachment of this endorsement.

INTREPID INSURANCE COMPANY
GENERAL RISK PROGRAM
DIVISION SIX – GENERAL LIABILITY – COMMERCIAL LINES MANUAL
Company Rules
MULTISTATE

IDCG 83 06 TANNING EXCLUSION

Attach this optional endorsement to exclude losses arising out of tanning operations.

There is no premium charge for the attachment of this endorsement.

INTREPID INSURANCE COMPANY
GENERAL RISK PROGRAM
DIVISION SIX – GENERAL LIABILITY – COMMERCIAL LINES MANUAL
Company Rules

MULTISTATE

ICCG 84 06 LIMITED COVERAGE - ABUSE OR MOLESTATION

A. Description Of Coverage

This endorsement provides limited abuse or molestation coverage enhancements to the Commercial General Liability Coverage Form.

B. Premium Determination

The basic limit premium charge for this endorsement is 5.4% of the total general liability policy premium, subject to a \$150 minimum premium charge, which is in addition to the policy writing minimum premium and is not subject to further modification, notwithstanding the limit options shown below.

C. Limits of Liability

For alternative limits of liability, apply factors in accordance with ISO Premises/Operations Increased Limits Table 3.

INTREPID INSURANCE COMPANY
GENERAL RISK PROGRAM
DIVISION SIX – GENERAL LIABILITY – COMMERCIAL LINES MANUAL
Company Rating Information

MULTISTATE GROUP 2

BASE RATES

This rule applies to fitness risks that follow a membership model.

Rates for a \$100,000 / \$200,000 occurrence/aggregate limit are as follows:

Class Code	Sales Per Member	Rate
84332	\$0 - \$200	3.60
84333	\$201 - \$400	3.14
84334	\$401 - \$600	2.92
84335	\$601 - \$1,000	2.58
84336	\$1,001 - \$1,500	2.49
84337	\$1,501 +	2.12

The rates include products/completed operations.

The rates are subject to the liability increased limits factor (ISO Increased Limits – Table 2.) Loss cost multiplier (LCM) does not apply. All other modifications apply.

SERFF Tracking #:

BNIC-132014832

State Tracking #:

19-2713

Company Tracking #:

IDI-GL-2019-5428-RARUFM-CA-34592

State: California
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability
Product Name: General Risk Program - Commercial General Liability Coverages
Project Name/Number: GL CW New Forms, Rules & Rates For Fitness Clubs/IDI-GL-2019-5428-RARUFM-CA-34592

Filing Company: Intrepid Insurance Company

Supporting Document Schedules

Satisfied - Item:	New Prior Approval Rate Application
Comments:	
Attachment(s):	CA PriorAppRateAPL_Ed04-30-2019.pdf CA PriorAppRateAPL_Ed04-30-2019.xlsm
Item Status:	
Status Date:	
Satisfied - Item:	Filing Memorandums
Comments:	
Attachment(s):	5428 - Actuarial Memo - CW without 84 20.pdf 5428 - Form Filing Memo - CW without 84 20.pdf 5428 - Rate Rule Filing Memo - CW without 84 20.pdf
Item Status:	
Status Date:	
Satisfied - Item:	Underwriting Guidelines
Comments:	
Attachment(s):	General Risk Underwriting Guidelines 3-12-2018 IDI.pdf
Item Status:	
Status Date:	
Satisfied - Item:	Exhibit 18 & Base Rate Calculation
Comments:	
Attachment(s):	CA Exhibit 18.pdf Base rate calculation - CA.pdf
Item Status:	
Status Date:	

GENERAL RISK UNDERWRITING GUIDELINES

Underwriting Rules, Rating, and Guidelines

Intrepid Insurance Company

March 12, 2018

Overview and General Guidelines:

Notice of Proprietary Interest and Statement of Confidentiality:

The information contained in these Underwriting Guidelines, and any and all information subsequently provided in connection with any subject matter or topic incorporated within this presentation, is proprietary privileged and confidential, and may not be divulged, disclosed, disseminated, or distributed, in whole or in part, or used by, any person or entity without the prior written consent of:

Intrepid Insurance Company

Intrepid Insurance Company may be contacted via their principal administration office located at 10851 Mastin Blvd Suite 200 Overland Park, Kansas 66210.

Upon written request made by the company named above any person or organization having in their possession these guidelines or copies of these guidelines, shall promptly return this material and no copies may be retained or made without prior written authorization of the company.

The information incorporated in this presentation does not constitute any warranty, either express or implied, by the company.

In the event that any person or entity in possession of the information contained in this presentation shall become compelled by law to disclose any of the information herein. The company shall be given prompt written notice for the purpose of affording an opportunity to pursue an appropriate remedy to prevent such disclosure.

The right to invoke any legally appropriate remedy, and to seek attorneys' fees, in the event of any violation of the terms and conditions of this NOTICE OF PROPRIETARY INTEREST AND STATEMENT OF CONFIDENTIALITY, is expressly reserved.

Program Statement

These Underwriting Guidelines serve as general guidance for the underwriting and pricing of general risks in accordance with all filings approved by all applicable state departments of insurance and as disseminated internally.

Authorized Territory:

All states and all lines for which Intrepid Insurance Company is licensed.

Lines of Insurance:

Commercial Automobile Liability and Physical Damage
Commercial General Liability Coverage
Commercial Liability Umbrella Coverage
Commercial Inland Marine Coverage
Commercial Property Coverage
Crime and Fidelity Coverage
Workers' Compensation Coverage
Commercial Multi Peril (Package)

Eligibility:

As this is a General Risk Program, all classes of business are eligible as defined in the classification manuals of the various rating bureau organizations (ISO, NCCI, Independent) which were adopted in the applicable state approved filings.

Workers' Compensation:

Workers Compensation (Non-Dividend) policies are offered via Intrepid Insurance Company.

Rates, Rules, and Forms:

All rates, rules, and policy forms that are eligible are to be found in Genesys which has all the data from the most current approved materials that have been filed with each individual state. These materials are based upon the following Rate Service Organizations:

- Insurance Services Office, Inc.
- National Council of Compensation Insurers (NCCI) and State Workers' Compensation Programs.

We have included in our filings amendatory endorsements for various lines of business.

Premium Computation and Premium Changes

Calculation of additional and return premiums:

- A. Calculate all changes requiring additional/return premium according to approved filings.
- B. Compute additional/return premium based on the rates in force at policy inception

Policy Cancellations

ODEN Terminator will be used for cancellation, nonrenewal, or reinstatements of policies. Use of ODEN's Terminator provides compliant cancellation and nonrenewal notices. The exact reason for the termination or nonrenewal must be disclosed. Reasons for cancellation such as underwriting or marketing requirements are not acceptable.

Underwriting Authority:

The underwriting authority of each underwriting management unit is determined by its management in cooperation with WR Berkley Group Management. Individual underwriter authorities will be set by each underwriting management unit.

Schedule and Experience Rating:

Schedule and Experience rating shall be done in accordance with individual state approved filings. Whenever schedule rating is used the underwriting file must be documented with the actual reasons for application of a credit or debit. The reason must be supported by information that exists within documents in the file, ie. application and supporting documents, physical inspection/survey, photographs of risk, financial records/reports, correspondence from insured/agent, etc.

Underwriting Considerations

Each risk should be evaluated based on its individual characteristics, exposures to loss, and control of these exposures by the Insured. Risks can be evaluated for acceptability even in higher hazard classes based on the Bureau classification manuals.

The following are some examples of key underwriting considerations. The ideal risk would result in a positive response to each item. Significant negative deviations from these ideals should be addressed through application of available underwriting tools including but not limited to loss control engineering, higher deductibles, and schedule rating.

Quality of Management

Recognition of quality of management can be displayed by:

1. business or premises awards,
2. commendations,
3. membership in organizations which promote quality,
4. quality handling and treatment of staff, property, and equipment, and
5. cooperation in safeguarding and proper handling of hazards which cause loss.

Additionally the underwriter should consider:

- Management's response to prior years' severe losses if any.
- Management's response to loss control recommendations.
- Management's experience in the business.
- Management's length of profitable time in business.

Quality of Staff

Recognition of quality of management can be displayed by knowledge of the property and equipment evidenced by:

1. degrees,
2. designations,
3. training,
4. discipline, and
5. participation in developing or promoting quality standards

Additionally the underwriter should consider:

- New officers and managers are carefully screened for attitudes about safety, equipment and property knowledge.
- Use of safety committees and regular meetings on safety.
- Interviewing and hiring process is selective.
- Are drug testing and/or background checks required?
- Are MVRs required?

Quality of Premises, Equipment, and Operations

The following are underwriting considerations

- Has the location or equipment been surveyed?
- Have construction, occupancies, protection features, and exposures to neighboring risks been addressed in Risk Control measures in and on the property?
- Are premises (man-made) free from unnecessary hazards and well maintained?
- Is equipment current and well-maintained?
- Are operations performed according to training manuals?
- Are protective measures passive/automatic rather than requiring human intervention?
- Are appropriate measures in place to mitigate business interruption when specialized equipment is part of the equipment schedule?
- Are hazards which could interfere with entrance to or egress from the premises absent?
- Are warnings posted for all hazards which are out of the ordinary?

Distinctive Features of the Account

Features outside of the characteristics above may also reduce or increase the potential severity or frequency risk which the average account would face. Those features also need to be considered in the underwriting process.

Loss Experience

Is the frequency and severity of loss commensurate with the class?

INTREPID INSURANCE COMPANY

GENERAL RISK PROGRAM

EXHIBIT 18

Intrepid Insurance Company is amending the Commercial General Liability Coverages under its General Risk Program as described below:

New Rules

We are submitting the following new rules for your review. In developing rating charges for these new rules, we reviewed approved filings in California for Hanover (10-8892,10-8893,10-8894,10-8895) and Philadelphia (16-1961.)

IDCG 83 13 – Limitation of Coverage for Tanning

Attach this endorsement when providing coverage for tanning to exclude coverage for malignant or benign growths. There is a premium charge of \$75 per bed.

Our rates were developed by a review of filed and approved Hanover rates for this class. Hanover charges \$100 per bed, we have selected \$75 per bed to adjust for expense differences.

IDCG 83 15 – Club Member Medical Expense Endorsement

Attach this endorsement to provide medical expense to club members for a flat charge of \$50.

There is a \$50 premium charge for the attachment of this endorsement. As this is a new coverage for Intrepid Insurance Company, we do not yet have data on which to derive a rate. We intend to charge a nominal amount for this coverage and will monitor our experience and adjust accordingly.

IDCG 83 18 – Off Premises Property Damage, Including Care, Custody and Control

Attach this endorsement to junk hauler accounts to provide coverage for damage done to customers' homes/property while on a job site. Removes care, custody, and control exclusion, while sub-limiting.

There is a \$50 premium charge for the attachment of this endorsement. As this is a new coverage for Intrepid Insurance Company, we do not yet have data on which to derive a rate. We intend to charge a nominal amount for this coverage and will monitor our experience and adjust accordingly.

Fitness Class Codes

We are introducing proprietary class codes and proprietary rates to fitness facilities based upon a per-member exposure basis, in lieu of the per \$1,000 sales exposure basis used in ISO class code 44311/44315. Our rates were developed by a review of filed and approved Hanover countrywide rates for fitness classes, adjusted for loss trend and expense differences. We note that Hanover has not revised the countrywide rates since they were introduced in 2010/2011, our selection of accident dates for trending of 1/1/2015 is selected to reflect the long-term rate level for these classes.

Please see the attached Base Rate calculation exhibit for additional details.

ICCG 84 06 – Limited Coverage - Abuse or Molestation Coverage

Attach this endorsement to provide limited coverage for sexual abuse or molestation for a premium charge.

The premium charge for this endorsement is 5.4% for basic limits, which may be increased via ISO Increased Limit factors for Premises/Operations Table 3. The basic limits charge and relevant ISO ILF table is based upon Philadelphia's rating plan for "Other Than Social Services – Health & Fitness."

INTREPID INSURANCE COMPANY

GENERAL RISK PROGRAM

EXHIBIT 18

As this charge is a % of our general liability premium, no adjustment for expense variances between Intrepid Insurance Company and Philadelphia is warranted.

IDCG 83 16 – Sports Fitness Instructor Professional Liability Coverage

Attach this endorsement to provide coverage for professional liability of sports fitness instructors for a premium charge.

The premium charge for this endorsement is 1% of general liability premium, and is based upon Hanover's rating plan for Fitness risks under endorsement 421-1396.

As this charge is a % of our general liability premium, no adjustment for expense variances between Intrepid Insurance Company and Hanover is warranted.

IDCG 83 19 – Additional Insured – Club or Facility Members

Attach this endorsement to extend general liability coverage to the insured's club or facility members.

The premium charge for this is \$100. As this is a new coverage for Intrepid Insurance Company, we do not yet have data on which to derive a rate. We intend to charge a nominal amount for this coverage and will monitor our experience and adjust accordingly.

IDCG 83 20 – Additional Insured – Subcontractor – Aerobics Instructors, Massage Therapists, and Personal Trainers

Attach this endorsement to extend general liability to aerobics instructors, massage therapists, and personal trainers while performing work as a subcontractor of the insured.

The premium charge for this is \$150. As this is a new coverage for Intrepid Insurance Company, we do not yet have data on which to derive a rate. We intend to charge a nominal amount for this coverage and will monitor our experience and adjust accordingly. We note that Hanover charges \$100 per FTE, after adjusting for expense differences our selected charge reflects approximately 2 FTE's per insured.

Rate Impact

There is no rate impact to existing insureds as a result of this filing. Intrepid Insurance Company has no business in California at this time, as such, no existing insureds would be impacted by this filing.

Intrepid Fitness Base Rate Derivation

Hanover Rates (mid-point)

Reference Filing: CA Filing 10-8892, 10-8893, 10-8894, 10-8895

Class Code	Sales Per Member	Hanover Filed Range	Mid-Point of Range
84332	\$0 - \$200	3.28-4.09	3.69
84333	\$201 - \$400	2.86-3.57	3.22
84334	\$401 - \$600	2.67-3.32	3.00
84335	\$601 - \$1,000	2.36-2.94	2.65
84336	\$1,001 - \$1,500	2.27-2.83	2.55
84337	\$1,501 +	1.93-2.40	2.17

Average Rate Adjusted for Expense Difference, Trend
3.60
3.14
2.92
2.58
2.49
2.12

Expense Adjustment

Hanover Countrywide Expense Load
2018 IEE Part III - Hanover Insurance Group - Line 052

Commission	18%
Tax	2%
Other Acq.	5%
General	9%
Total	35%

Intrepid Target Expense Load

Commission	0%
Tax	2%
Other Acq.	8%
General	8%
Total	18%

Rate Adjustment Factor

0.79

Trend Adjustment

Assumed Average Loss Date - Hanover Rates
Average Loss Date - Intrepid Rates
Trend Years
Severity Trend
Trend Adjustment

1/1/2015
9/1/2020
5.67
3.80%

1.24

Severity trend - Average BI/PD for OL&T from AS-GL-2019-010, 10-year fit.

INTREPID INSURANCE COMPANY

GENERAL RISK PROGRAM

Rate & Rule Filing Memorandum

Intrepid Insurance Company is amending the Commercial General Liability Coverages under its General Risk Program as described below:

New Rules

We are submitting the following new rules for your review.

ICCG 84 06 – Limited Coverage - Abuse or Molestation

Attach this endorsement to provide limited coverage for sexual abuse or molestation for a premium charge.

The premium charge for this endorsement is 5.4% for basic limits, which may be increased via ISO Increased Limit factors for Premises/Operations Table 3, based upon Philadelphia's countrywide rating plan.

IDCG 83 06 – Tanning Exclusion

Attach this exclusion to fitness accounts to prevent unintentional coverage of tanning devices, as defined by the form. There is no premium charge for the attachment of this endorsement.

IDCG 83 07 – Private Label Exclusion

Attach this exclusion to fitness accounts to exclude the products exposure from the manufacture and/or sale of private label merchandise. There is no premium charge for the attachment of this endorsement.

IDCG 83 08 – Child Care Exclusion

Attach this exclusion to fitness accounts to prevent the unintentional coverage for child care. There is no premium charge for the attachment of this endorsement.

IDCG 83 09 – Martial Arts Exclusion

Attach this exclusion to fitness accounts to prevent the unintentional coverage of martial arts activities. There is no premium charge for the attachment of this endorsement.

IDCG 83 10 – Trampoline or Rebounding Device Exclusion

Attach this exclusion to fitness accounts to prevent the unintentional coverage of trampolines or similar equipment. There is no premium charge for the attachment of this endorsement.

IDCG 83 11 – Swimming Pool Exclusion

Attach this exclusion to fitness accounts to prevent the unintentional coverage of swimming pools and similar equipment. There is no premium charge for the attachment of this endorsement.

INTREPID INSURANCE COMPANY

GENERAL RISK PROGRAM

Rate & Rule Filing Memorandum

IDCG 83 12 – Climbing Wall Exclusion

Attach this exclusion to fitness accounts to prevent the unintentional coverage of the activity of wall climbing. There is no premium charge for the attachment of this endorsement.

IDCG 83 13 – Limitation of Coverage for Tanning

Attach this endorsement when providing coverage for tanning to exclude coverage for malignant or benign growths. There is a premium charge of \$75 per bed.

IDCG 83 14 – Nutritional Supplements Exclusion

Attach this endorsement to exclude coverage for dietary or nutritional supplements sold by the insured. There is no premium charge for the attachment of this endorsement.

IDCG 83 15 – Club Member Medical Expense Endorsement

Attach this endorsement to provide medical expense to club members for a flat charge of \$50.

IDCG 83 16 – Sports/Fitness Instructor Professional Liability Coverage (Excluding Punitive “Damages”)

Attach this endorsement to provide coverage for professional liability of sports fitness instructors for a premium charge.

The premium charge for this endorsement is 1% of general liability premium, and is based upon Hanover’s countrywide rating plan for Fitness risks.

IDCG 83 17 – Sauna Exclusion

Attach this exclusion to fitness accounts to prevent unintentional coverage of a sauna exposure. There is no premium charge for the attachment of this endorsement.

IDCG 83 18 – Off Premises Property Damage, Including Care, Custody or Control

Attach this endorsement to junk hauler accounts to provide coverage for damage done to customers’ homes/property while on a job site. Removes care, custody, or control exclusion, while sub-limiting.

There is a \$50 premium charge for the attachment of this endorsement.

IDCG 83 19 – Additional Insured – Club or Facility Members

Attach this endorsement to extend general liability coverage to the insured’s club or facility members. The premium charge for this is \$100.

INTREPID INSURANCE COMPANY

GENERAL RISK PROGRAM

Rate & Rule Filing Memorandum

IDCG 83 20 – Additional Insured – Subcontractor – Aerobics Instructors, Massage Therapists, and Personal Trainers

Attach this endorsement to extend general liability to aerobics instructors, massage therapists, and personal trainers while performing work as a subcontractor of the insured. The premium charge for this is \$150.

Fitness Base Rates

We are introducing proprietary class codes and proprietary rates to fitness facilities based upon a per-member exposure basis, in lieu of the per \$1,000 sales exposure basis used in ISO class code 44311/44315. Our rates were developed by a review of filed and approved Hanover countrywide rates for fitness classes, adjusted for loss trend and expense differences.

Rate Impact

There is no rate impact to existing insureds as a result of this filing.

INTREPID INSURANCE COMPANY

GENERAL RISK PROGRAM

Form Filing Memorandum

Intrepid Insurance Company is amending the Commercial General Liability Coverages under its General Risk Program as described below:

New Forms

We are submitting the following new forms for your review.

ICCG 84 06 – Limited Coverage - Abuse or Molestation

Attach this endorsement to provide limited coverage for sexual abuse or molestation for a premium charge. This form is a me-too of Berkley National's CG 84 06.

IDCG 83 06 – Tanning Exclusion

Attach this exclusion to fitness accounts to prevent unintentional coverage of tanning devices, as defined by the form.

IDCG 83 07 – Private Label Exclusion

Attach this exclusion to fitness accounts to exclude the products exposure from the manufacturing and/or sale of private label merchandise.

IDCG 83 08 – Child Care Exclusion

Attach this exclusion to fitness accounts to prevent the unintentional coverage for child care.

IDCG 83 09 – Martial Arts Exclusion

Attach this exclusion to prevent the unintentional coverage of Martial Arts activities.

IDCG 83 10 – Trampoline or Rebounding Device Exclusion

Attach this exclusion to fitness accounts to prevent the unintentional coverage of trampolines or similar equipment.

IDCG 83 11 – Swimming Pool Exclusion

Attach this exclusion to fitness accounts to prevent the unintentional coverage of swimming pools and similar equipment.

IDCG 83 12 – Climbing Wall Exclusion

Attach this exclusion to fitness accounts to prevent the unintentional coverage of climbing walls.

IDCG 83 13 – Limitation of Coverage for Tanning

Attach this endorsement when providing coverage for tanning to exclude coverage for malignant or benign growths.

INTREPID INSURANCE COMPANY

GENERAL RISK PROGRAM

Form Filing Memorandum

IDCG 83 14 – Nutritional Supplements Exclusion

Attach this endorsement to exclude coverage for dietary or nutritional supplements sold by the insured.

IDCG 83 15 – Club Member Medical Expense Endorsement

Attach this endorsement to provide medical expense to club members.

IDCG 83 16 – Sports/Fitness Instructor Professional Liability Coverage (Excluding Punitive “Damages”)

Attach this endorsement to provide coverage for professional liability of sports fitness instructors for a premium charge.

IDCG 83 17 – Sauna Exclusion

Attach this exclusion to fitness accounts to prevent unintentional coverage of a sauna exposure.

IDCG 83 18 – Off Premises Property Damage Including Care, Custody or Control

Attach this endorsement to junk hauler accounts to provide coverage for damage done to customers' homes/property while on a job site. Removes care, custody, or control exclusion, while sub-limiting.

IDCG 83 19 – Additional Insured – Club or Facility Members

Attach this endorsement to extend general liability coverage to the insured's club or facility members.

IDCG 83 20 – Additional Insured – Subcontractor – Aerobics Instructors, Massage Therapists, and Personal Trainers

Attach this endorsement to extend general liability to aerobics instructors, massage therapists, and personal trainers while performing work as a subcontractor of the insured.

INTREPID INSURANCE COMPANY

GENERAL RISK PROGRAM

Actuarial Memorandum

Intrepid Insurance Company is amending the Commercial General Liability Coverages under its General Risk Program as described below:

New Rules

We are submitting the following new rules for your review.

ICCG 84 06 – Limited Coverage - Abuse or Molestation

Attach this endorsement to provide limited coverage for sexual abuse or molestation for a premium charge.

The premium charge for this endorsement is 5.4% for basic limits, which may be increased via ISO Increased Limit factors for Premises/Operations Table 3. The basic limits charge and relevant ISO ILF table is based upon Philadelphia's countrywide rating plan.

As this charge is a % of our general liability premium, no adjustment for expense variances between Intrepid Insurance Company and Philadelphia is warranted.

IDCG 83 13 – Limitation of Coverage for Tanning

Attach this endorsement when providing coverage for tanning to exclude coverage for malignant or benign growths. There is a premium charge of \$75 per bed.

Our rates were developed by a review of filed and approved Hanover countrywide rates for this class. Hanover charges \$100 per bed, we have selected \$75 per bed to adjust for expense differences.

IDCG 83 15 – Club Member Medical Expense Endorsement

Attach this endorsement to provide medical expense to club members for a flat charge of \$50.

There is a \$50 premium charge for the attachment of this endorsement. As this is a new coverage for Intrepid Insurance Company, we do not yet have data on which to derive a rate. We intend to charge a nominal amount for this coverage and will monitor our experience and adjust accordingly.

IDCG 83 16 – Sports/Fitness Instructor Professional Liability Coverage (Excluding Punitive "Damages")

Attach this endorsement to provide coverage for professional liability of sports fitness instructors for a premium charge.

The premium charge for this endorsement is 1% of general liability premium, and is based upon Hanover's countrywide rating plan for Fitness risks.

As this charge is a % of our general liability premium, no adjustment for expense variances between Intrepid Insurance Company and Hanover is warranted.

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IDCG 83 18 – Off Premises Property Damage, Including Care, Custody or Control

Attach this endorsement to junk hauler accounts to provide coverage for damage done to customers' homes/property while on a job site. Removes care, custody, or control exclusion, while sub-limiting.

There is a \$50 premium charge for the attachment of this endorsement. As this is a new coverage for Intrepid Insurance Company, we do not yet have data on which to derive a rate. We intend to charge a nominal amount for this coverage and will monitor our experience and adjust accordingly.

IDCG 83 19 – Additional Insured – Club or Facility Members

Attach this endorsement to extend general liability coverage to the insured's club or facility members. The premium charge for this is \$100.

IDCG 83 20 – Additional Insured – Subcontractor – Aerobics Instructors, Massage Therapists, and Personal Trainers

Attach this endorsement to extend general liability to aerobics instructors, massage therapists, and personal trainers while performing work as a subcontractor of the insured. The premium charge for this is \$150.

Fitness Base Rates

We are introducing proprietary class codes and proprietary rates to fitness facilities based upon a per-member exposure basis, in lieu of the per \$1,000 sales exposure basis used in ISO class code 44311/44315. Our rates were developed by a review of filed and approved Hanover countrywide rates for fitness classes, adjusted for loss trend and expense differences.

Please see the attached Base Rate calculation exhibit for additional details.

Rate Impact

There is no rate impact to existing insureds as a result of this filing.