

**LIMITED COMMON LAW LIABILITY ENDORSEMENT  
(Liquor Liability)**

IN CONSIDERATION of the payment of premium and subject to the terms, conditions, exclusions and definitions of the Insurance to which this Endorsement is attached, Underwriters agree to pay on behalf of the named Assured all sums which the Assured shall be legally liable to pay for bodily injury including death or from damage to tangible property which occurs during the Insurance period directly caused by the intoxication of any one person, provided such liability arises out of the selling, serving or giving of alcoholic beverages to such intoxicated person by the Assured named in Statement 1 (A) at the Premises described in the Schedule of Warranties attached hereto.

**LIMIT OF LIABILITY**

Underwriters' limit of liability including Claim Expenses under this Endorsement for the Assured's legal liability for all injuries and damages during the Insurance period directly caused by the intoxication of any one person, shall be equal to The amount set forth in the attached Schedule of Warranties as the "Combined Single Limit" (as defined in the attached Insurance), subject to the \$1,000,000 aggregate limit of liability set forth immediately below.

In no event shall the liability of Underwriters exceed \$1,000,000 in aggregate including Claim Expenses for the Assured's legal liability for all injuries and damages during the Insurance period.

The "intoxication of any one person" limit of liability applies no matter how many -

- 1) persons are injured or how much property or properties are damaged;
- 2) alcoholic drinks were sold, served or given to the intoxicated person;
- 3) claims are made or suits are brought
- 4) times the acts of the alleged intoxicated person are or were repeated.

The Limits of Liability include "Claim Expenses."

**EXCLUSIONS**

This Endorsement does not apply to,

- (1) liability for fines, penalties, punitive or exemplary damages or any damages which are a multiple of compensatory damages, except that if a suit is brought against the Assured on a claim falling within the coverage of this endorsement, seeking both compensatory and punitive, exemplary, or any damages which are a multiple of compensatory damages, then Underwriters will, subject to the Limit of Liability provided, afford a defense to such action without liability, however, for such punitive, exemplary or any damages which are a multiple of compensatory damages,
- (2) any liability under the Illinois Liquor Control Act, or
- (3) any liability for bodily injury including death or damage to tangible property which occurs in Illinois.

**OTHER INSURANCE**

The insurance provided by this Endorsement is excess over any deductible, self insured retention, or any other applicable insurance, whether collectible or not, and whether or not such insurance, deductible or self insured retention is primary, excess, contributory, contingent or otherwise, unless such amounts are written to be specifically excess over the insurance provided by this Insurance.

All the terms and conditions of the Insurance to which this Endorsement is attached remain unchanged.