

**Illinois
Casualty
Company**

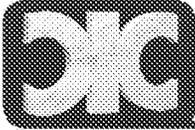
A Mutual Insurance Company

225 20th Street, Rock Island, IL 61201 ♦ (309) 793-1700 ♦ (800) 445-3726 ♦ Fax: (309) 793-1707 ♦ www.ilcasco.com

PLEASE NOTE:

The attached policy is only effective upon receipt of the required initial premium payment.

If payment has already been submitted, please disregard this memo. Thank you.



**Illinois
Casualty
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A Mutual Insurance Company

LIQUOR LIABILITY POLICY

225 20th Street, Rock Island, IL 61201 ♦ (309) 793-1700 ♦ (800) 445-3726 ♦ Fax: (309) 793-1707 ♦ www.ilcasco.com

Illinois Casualty Company is pleased to provide your Liquor Liability Policy. Should you have any questions or concerns, please contact your agent.

NOTICE CONSUMER INFORMATION AND COMPLAINTS

In the event of a question, problem, or complaint you are unable to resolve, you may contact either Illinois Casualty Company or the Iowa Insurance Division.

Illinois Casualty Company

225 20th Street

PO Box 5018

Rock Island, IL 61204-5018

1-800-445-3726

**Iowa Insurance Division
Consumers Affairs Bureau**

330 East Maple Street

Des Moines, IA 50319-0065

NOTICE OF TERRORISM COVERAGE

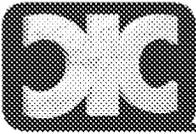
You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from "certified acts of terrorism", as defined in Section 102(1) of the Act: The term "certified act of terrorism" means any act that is certified by the Secretary of the Treasury-in concurrence with the Secretary of State, and the Attorney General of the United States-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States (U.S.) Government by coercion.

You should know the terrorism coverage offered under this policy excludes "certified acts of terrorism" involving nuclear, biological, chemical or radiological terrorism.

You should know that where coverage is provided by this Policy for losses resulting from "certified acts of terrorism", such losses may be partially reimbursed by the U.S. Government under a formula established by federal law. However, your Policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the U.S. Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is provided below and does not include any charges for the portion of loss that may be covered by the federal government under the Act.

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from "certified acts of terrorism" when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage, as provided, for "certified acts of terrorism" is: \$0.00 (zero).



These Declarations, together with the Coverage Form and any applicable endorsements attached thereto, complete the below numbered Policy:

NO. LL9347

Name and Mailing Address of Named Insured: City of Cedar Rapids Ellis Golf Course; City of Cedar Rapids Jones Golf; City of Cedar Rapids Twin Pines Golf Course; City of Cedar Rapids Gardner Golf Course 101 1st St SE Cedar Rapids, IA 52401	Name and Mailing Address of Agent/Broker: 02316 RPS Scobie Group - West Des Moines Special Risk Facilities- P.O. Box 65660 West Des Moines, IA 50265 (800) 475-1000
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**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY**

POLICY PERIOD	
From: 04/05/2015 12:01 AM Standard Time at your Mailing Address shown above	To: 04/05/2016 12:01 AM

DESCRIPTION OF BUSINESS			
Form of Business of the Named Insured:	<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Joint Venture
	<input type="checkbox"/> Trust	<input type="checkbox"/> Club	<input checked="" type="checkbox"/> Organization (any other)

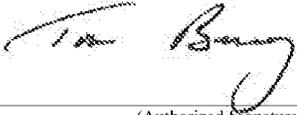
DESCRIBED PREMISES
The specifically described location(s) at which you sell, serve or furnish alcoholic beverages covered by this Policy is (are): Loc# 1 - 1401 Zika Ave NW, Cedar Rapids, IA 52405 (Linn) Loc# 2 - 2901 Fruitland Blvd SW, Cedar Rapids, IA 52404 (Linn) Loc# 3 - 3800 42nd St NE, Cedar Rapids, IA 52402 (Linn) Loc# 4 - 5101 Golf Course Rd, Marion, IA 52302 (Linn)

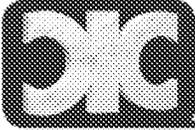
LIMITS OF INSURANCE
\$1,000,000 Each Common Cause

CLASSIFICATION OF RISK
Loc# 1 - Tavern
Loc# 2 - Tavern
Loc# 3 - Tavern
Loc# 4 - Tavern

FORMS AND ENDORSEMENTS			PREMIUM
FORMS AND ENDORSEMENTS MADE PART OF THIS POLICY AT TIME OF ISSUANCE OF THESE DECLARATIONS:			
Number	Edition	Name	
LLCF01	0914	Liquor Liability Coverage Form	Included
LLEX12	0914	Conditional Exclusion of Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)	Included
LLIA01	0914	Iowa Changes	Included

FORMS AND ENDORSEMENTS MADE PART OF THIS POLICY AT TIME OF ISSUANCE OF THESE DECLARATIONS:		PREMIUM
<u>Number</u>	<u>Edition</u>	<u>Name</u>
LLLT01	0914	Limited Terrorism Coverage
Loss Free Credit		Included
Terrorism Coverage is provided		Applied
MINIMUM PREMIUM \$750		TOTAL ADVANCE PREMIUM \$1,665
		AMOUNT DUE \$1,665

<p><u>Declarations Effective:</u> Sunday, April 5, 2015</p>	<p>Countersigned at Rock Island, Illinois this 15th day of January, 2015</p> <p style="text-align: center;">  _____ (Authorized Signature) </p>
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WE ARE HERE TO ASSIST YOU! NOTICE TO POLICYHOLDERS

Policyholder:

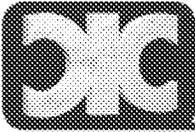
Thank you for choosing Illinois Casualty Company as your provider for dram shop insurance. We will do our best to continue to earn your business. One of those ways is to keep you informed about “issues” that may directly affect your business. An example is below.

In the State of Iowa, Liquor Licenses are issued by the State of Iowa Alcoholic Beverages Division (ABD). The May 2008 edition of the ABD’s magazine “Iowa Liquor Quarterly” included an article listing some of the reasons a liquor license may be denied or revoked. The article included the following paragraph:

“Dram shop insurance must remain in effect during the entire period of the license. A thirty-day cancellation notice is required to ensure the Division [ABD] has adequate time to begin the process of suspending the license. Routine cancellation of dram shop protection indicates a lack of good financial standing. As such, the Division [ABD] will deny or revoke a license upon receipt of three or more notices of cancellation during the twelve-month license period. Licensees, therefore, should take the necessary steps to assure that dram premiums are paid in a timely fashion.”

We want to remain your dram shop insurance carrier. As stated above, we are REQUIRED to provide the ABD with a 30 day notice of cancellation for non-payment of premium. We do not want to see your license revoked or denied. We encourage you to pay your premium promptly in order to avoid having notice of cancellation sent to them for non-payment of premium. For your convenience, we offer a variety of payment options, among them Automatic Clearing House (ACH) Enrollment for the direct payment of premium. If you are interested in enrolling in ACH, please contact your insurance agent to obtain additional information and an ACH Enrollment Form.

We do appreciate your business!



**Illinois
Casualty
Company**

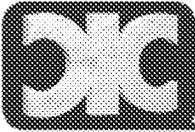
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**Illinois
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A Mutual Insurance Company

DIRECT BILL FORM
Named insured: CITY OF CEDAR RAPIDS ELLIS GOLF COURSE

225 20th Street, Rock Island, IL 61201 ♦ (309) 793-1700 ♦ (800) 445-3726 ♦ Fax: (309) 793-1707 ♦ www.ilcasco.com

USE THIS FORM TO MAKE ANY CHANGES TO YOUR RENEWAL BILLING
No action is necessary if you would like to keep the current payment options.

**PAYMENT
OPTIONS:**

Fill out the information below

1. SELECT BILLING PLAN (Changes will be effective at the renewal effective date)

All Policies	By Policy				
	BP	LL	UL	WC	
<input type="checkbox"/>	16.7% down and 10 monthly installments; continuous (ACH required)				
<input type="checkbox"/>	25% down and 9 monthly installments				
<input type="checkbox"/>	25% down, 25% at 2 months, 25% at 5 months, 25% at 8 months				
<input type="checkbox"/>	40% down, 30% at 3 months, 30% at 6 months				
<input type="checkbox"/>	One payment per policy term				

2. SELECT PAYMENT METHOD

- ACH** (Automatic Withdrawal) A Direct Bill ACH Enrollment form is required.
Fee Free Option – ACH required and have your statement faxed or emailed to receive no installment fee.
- CHECK**

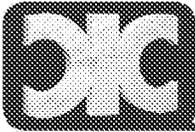
**STATEMENT
OPTIONS:**

- Email** Email address: _____
- Fax** Fax Number: _____
- Mail** c/o: _____
- Address: _____
- Address cont'd: _____
- City/State/Zip: _____

Printed Name: _____

Signature: _____

Date: _____



**Illinois
Casualty
Company**

A Mutual Insurance Company

LIQUOR LIABILITY POLICY

225 20th Street, Rock Island, IL 61201 ♦ (309) 793-1700 ♦ (800) 445-3726 ♦ Fax: (309) 793-1707 ♦ www.ilcasco.com

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225 20th Street

PO Box 5018

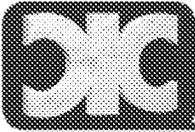
Rock Island, IL 61204-5018

1-800-445-3726

**Iowa Insurance Division
Consumers Affairs Bureau**

330 East Maple Street

Des Moines, IA 50319-0065



**Illinois
Casualty
Company**

A Mutual Insurance Company

ACH ENROLLMENT & AUTHORIZATION FORM DIRECT BILL AUTOMATIC ACH PAYMENT

225 20th Street, Rock Island, IL 61201 ♦ (309) 793-1700 ♦ (800) 445-3726 ♦ Fax: (309) 793-1707 ♦ www.ilcasco.com

Account Information:

ICC Account #: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: (____) _____ - _____ Fax Number: (____) _____ - _____

Email Address: _____

Financial Institution Information:

Name: _____

Phone Number: _____

Routing Transit Number: _____ (always 9 digits)

Account Number: _____

Please Select All that Apply: Checking Account Savings Account
 Commercial/Business Personal

Authorization:

I/We authorize Illinois Casualty Company (ICC) to process debit entries for amounts due under our payment plan, from the account and financial institution designated above. I recognize that if I fail to provide complete and accurate information on this enrollment form, the processing of the enrollment may be delayed or made impossible, or my electronic payments may be erroneously made, possibly causing my policy/policies to be cancelled for nonpayment of premium, or my account to incur late fees and/or other applicable charges.

If I decide to change or revoke this authorization, I recognize that I must request and submit a Direct Bill ACH Withdrawal Form to Illinois Casualty Company revoking the ACH authorization. If the information I have provided on this authorization changes, I understand that I must forward a new Direct Bill Enrollment Form to ICC providing the correct information. (The change or revocation is effective on the day ICC processes the request or a future date specified by you.)

Signature: _____ Printed Name: _____

Title: _____ Date: _____ / _____ / _____

***** Please include a copy of a voided check with this enrollment form *****

Fax: (309) 793-1707
Email: Billing@ilcasco.com

NOTICE OF TERRORISM COVERAGE

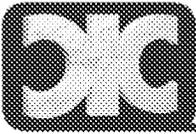
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NO. LL9347

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POLICY PERIOD	
From: 04/05/2015 12:01 AM Standard Time at your Mailing Address shown above	To: 04/05/2016 12:01 AM

DESCRIPTION OF BUSINESS			
Form of Business of the Named Insured:	<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Joint Venture
	<input type="checkbox"/> Trust	<input type="checkbox"/> Club	<input type="checkbox"/> Limited Liability Company
		<input checked="" type="checkbox"/> Organization (any other)	

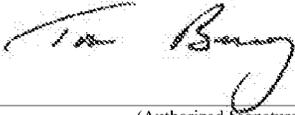
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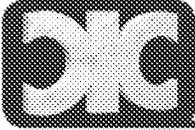
LIMITS OF INSURANCE
\$1,000,000 Each Common Cause

CLASSIFICATION OF RISK
Loc# 1 - Tavern
Loc# 2 - Tavern
Loc# 3 - Tavern
Loc# 4 - Tavern

FORMS AND ENDORSEMENTS			PREMIUM
FORMS AND ENDORSEMENTS MADE PART OF THIS POLICY AT TIME OF ISSUANCE OF THESE DECLARATIONS:			
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LLCF01	0914	Liquor Liability Coverage Form	Included
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LLIA01	0914	Iowa Changes	Included

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<u>Number</u>	<u>Edition</u>	<u>Name</u>	
LLLT01	0914	Limited Terrorism Coverage	Included
Loss Free Credit			Applied
Terrorism Coverage is provided			\$0
MINIMUM PREMIUM \$750		TOTAL ADVANCE PREMIUM	
		\$1,665	
			AMOUNT DUE
			\$1,665

<p><u>Declarations Effective:</u> Sunday, April 5, 2015</p>	<p>Countersigned at Rock Island, Illinois this 15th day of January, 2015</p> <div style="text-align: center;">  _____ (Authorized Signature) </div>
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WE ARE HERE TO ASSIST YOU! NOTICE TO POLICYHOLDERS

Policyholder:

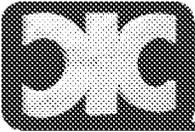
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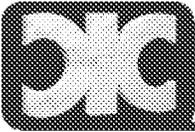
We do appreciate your business!



LIQUOR LIABILITY TABLE OF CONTENTS

This table of contents is provided only as a convenience. It should not be assumed to provide a reference to every provision that can affect a question, claim or coverage. To determine the full scope of coverage and pertinent restrictions and exclusions, the policy (including endorsements) must be read in its entirety. The features may also be affected by related provisions not referenced at all in the table of contents, or noted elsewhere in it. For instance, an Exclusion feature addresses a specific policy exclusion; but restrictions of coverage and exclusions also appear within the areas where coverage, covered causes of loss, etc., are described.

A. Coverage	1
1. Insuring Agreement.....	1
B. Exclusions	1
1. This insurance does not apply to:.....	1
C. Supplementary Payments	3
1. We will pay, with respect to any claim we investigate or settle, or any “suit” against an insured we defend:	3
D. Who Is An Insured	3
1. If you are designated in the Declarations as:	3
2. Each of the following is also an insured:.....	4
E. Limits Of Insurance	5
1. The Most We Will Pay.....	5
F. Liquor Liability Conditions	5
1. Cancellation	5
2. Changes.....	5
3. Examination Of Your Books And Records.....	5
4. Inspections And Surveys	5
5. Premiums.....	6
6. Transfer Of Your Rights And Duties Under This Policy.....	6
7. Bankruptcy	6
8. Duties In The Event Of Injury, Claim Or Suit.....	6
9. Legal Action Against Us.....	7
10. Other Insurance	7
11. Premium Audit	7
12. Concealment, Misrepresentation Or Fraud.....	7
13. Separation Of Insureds	8
14. Transfer Of Rights Of Recovery Against Others To Us.....	8
15. Two Or More Policies Issued By Us	8
16. Liberalization.....	8
17. Mutual Members Participation	8
18. Office Of Foreign Assets Control	8
19. Conformance To Statutes And Regulations	8
G. Definitions	9
1. Words With Special Meaning.....	9



Policy Number: **LL93347**

LIQUOR LIABILITY COVERAGE FORM

Various provisions in this Coverage Form and/or endorsements attached hereto restrict coverage. Read the entire Coverage Form and endorsements attached hereto carefully to determine rights, duties and what is and is not covered. Throughout this Coverage Form and endorsements attached hereto, the words “you” and “your” refer to the Named Insured shown in the Declarations. The words “we”, “us” and “our” refer to the Company providing this insurance.

The word “insured” means any person or organization qualifying as such under Section **D. Who Is An Insured**.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G. Definitions**.

A. Coverage

1. Insuring Agreement

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of “injury” to which this insurance applies if liability for such “injury” is imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage at “your premises”. We will have the right and duty to defend the insured against any “suit” seeking those damages. However, we will have no duty to defend the insured against any “suit” seeking damages for “injury” to which this insurance does not apply. We may, at our discretion, investigate any “injury” and settle any claim or “suit” that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **E. Limits Of Insurance**; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.
- (3) If we initially defend an insured or pay for an insured’s defense but later determine that the claim(s) is (are) not covered under this insurance, we will have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement for the defense costs under this provision will only apply to defense costs we have incurred after we notify you in writing that there may not be coverage, and that we are reserving our rights to terminate the defense and seek reimbursement for defense costs.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section **C. Supplementary Payments**.

- b.** This insurance applies to “injury” which occurs during the Policy Period in the “coverage territory”.

B. Exclusions

1. This insurance does not apply to:

a. Other Acts

“Injury” caused directly or indirectly by any act of any insured other than the selling, serving or furnishing of any alcoholic beverage.

b. Injury To You And Other Insureds

“Injury” to you. If you are a partnership, this includes “injury” to your partners. If you are a limited liability company, this includes “injury” to your members or managers. If you are a corporation, this includes “injury” to your “executive officers”, directors and stockholders. If you are a trust, this includes “injury” to your trustees, beneficiaries and/or the agents of either.

c. Workers Compensation And Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

d. Injury To An Employee

“Injury” 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 (a) or (b) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the “injury”.

e. Injury To A Club Member Or Volunteer Worker

“Injury” to:

- (1) A “club member” or “volunteer worker” of the insured arising out of and in the course of performing duties related to the conduct of the insured’s business; or
- (2) The spouse, child, parent, brother or sister of that “club member” or “volunteer worker” as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; or
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the “injury”.

f. Damage To Property

“Property damage” to:

- (1) Property you own, rent or occupy;
- (2) Property loaned to you;
- (3) Property in the care, custody or control of any insured;

g. Liquor License Or Permit Not In Effect

“Injury” arising out of any alcoholic beverage sold, served or furnished:

- (1) While any required license or required permit is not in effect; or
- (2) While the required license or required permit in effect is not the particular license or particular permit needed for the type of sale, service or furnishing that takes place.

h. Your Product

“Injury” arising out of “your product”. This exclusion does not apply to “injury” for which the insured or the insured’s indemnitees may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (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.

i. Other Insurance

Any “injury” with respect to which other insurance is afforded, or would be afforded but for the exhaustion of the Limits Of Insurance.

This exclusion does not apply if the other insurance responds to liability for "injury" imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage.

j. War

"Injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

k. Personal And Advertising Injury

"Injury" arising out of "personal and advertising injury".

C. Supplementary Payments

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- d. All costs taxed against the insured in the "suit".
- e. Prejudgment interest awarded against the insured on that part of the judgment we pay.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.
- g. Expenses incurred by the insured for first aid administered to others at the time of "injury" to which this insurance applies.

These payments will not reduce the Limits Of Insurance.

D. Who Is An Insured

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of the insured's business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of the insured's business. Your managers are insureds, but only with respect to their duties as your managers.
- d. A trust, you are an insured. Your trustees, beneficiaries and/or the agents of either are also insureds, but only with respect to their duties as trustees, beneficiaries and/or the agents of either.
- e. A club, you are an insured. Your "executive officers" are insureds, but only with respect to their duties as your officers. Your auxiliaries and auxiliary members are insureds, but only with respect to their liability for your activities or activities they perform on your behalf.
- f. An organization other than a partnership, joint venture, limited liability company, a trust or a club, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a.** Your “employees”, other than either your “executive officers” or your managers, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these “employees” is an insured for:

(1) “Injury”:

- (a)** To you, to your partners or members, to a co-“employee” while that co-“employee” is either in the course of his or her employment or performing duties related to the conduct of your business, or to your “volunteer worker” while that “volunteer worker” is performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of your “employees” or your “volunteer workers” as a consequence of Paragraph **(1)(a)** above; or
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the “injury” described in Paragraph **(1)(a)** or **(1)(b)** above.
- (d)** To property:
 - i.** Owned or occupied by;
 - ii.** Rented or loaned to; or
 - iii.** In the care custody or control of;
any insured.

- b.** Your “club members” or “volunteer workers” but only for acts while performing duties related to the conduct of the insured’s business. However, none of these “club members” or “volunteer workers” is an insured for:

(1) “Injury”:

- (a)** To you, to your partners, members, “club members”, or “volunteer worker(s)”, while that “club member” or “volunteer worker” is performing duties related to the conduct of your business or to your “employees” while either in the course of employment or performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of your “club member(s)”, “volunteer worker(s)” or your “employees” as a consequence of Paragraph **(1)(a)** above; or
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the “injury” described in Paragraph **(1)(a)** or **(1)(b)** above.
- (d)** To property:
 - i.** Owned or occupied by;
 - ii.** Rented or loaned to; or
 - iii.** In the care custody or control of;
any insured.

- c.** Any person(s) owning, renting, leasing or permitting the occupancy of “your premises” with knowledge that alcoholic beverages are to be sold, served or furnished at “your premises”, but only with respect to their liability for “injury” arising out of your selling, serving or furnishing of any alcoholic beverages at “your premises”. If this is the holder of legal and equitable title under a land trust, the trustees, beneficiaries and/or the agents of either are included.

- d.** Any person or organization having proper temporary custody of your property if you die, but only:

- (1)** With respect to liability arising out of the maintenance or use of that property; and
- (2)** Until your legal representative has been appointed.

- e.** Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Form.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

E. Limits Of Insurance

1. The Most We Will Pay

- a. The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - (1) Insureds;
 - (2) Claims made or "suits" brought; or
 - (3) Persons or organizations making claims or bringing "suits".
- b. The most we will pay for all damages resulting from "bodily injury", injury to means of support, loss of society and "property damage" sustained by one or more persons from any "common cause" is the Limits Of Insurance stated in the Declarations at the time of "injury" for Each Common Cause.

F. Liquor Liability Conditions

1. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this Policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The Policy Period will end on that date.
- e. If this Policy is cancelled, we will send the first Named Insured any premium refund due. The refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

2. Changes

This Policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this Policy with our consent. This Policy's terms can be amended or waived only by written endorsement issued by us and made a part of this Policy.

3. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this Policy at any time during the Policy Period and up to three years afterward.

4. Inspections And Surveys

- a. We have the right to:
 - (1) Make inspections and surveys at any time;
 - (2) Give you reports on the conditions we find;
 - (3) Mandate or recommend changes; and
 - (4) Offer goods and services at no additional charge that are intended to assist you in reducing your potential for loss.
- b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant these conditions:

- (1) Are safe or healthful; or
- (2) Comply with laws, regulations, codes or standards.

- c. You are obligated to make changes we mandate that relate to insurability by us. Your failure to do so within 30 days of receipt can result in the cancellation of this Policy.
- d. Paragraphs a. and b. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

5. Premiums

- a. The first Named Insured shown in the Declarations:
 - (1) Is responsible for the payment of all premiums; and
 - (2) Will be the payee for any return premiums we pay.
- b. The premium shown in the Declarations was computed based on the rates in effect at the time this Policy was issued.
- c. Undeclared exposures or changes in your business operations may occur during the Policy Period that are not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules in effect at Policy inception.

6. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this Policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

7. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Policy.

In case an execution against the insured on a final judgment is returned unsatisfied, then such judgment creditor shall have a right of action on this Policy against us to the same extent that the insured would have, had the insured paid the final judgment.

8. Duties In The Event Of Injury, Claim Or Suit

We have no duty to pay nor any duty to defend unless you and any other insured have fully complied with the conditions outlined below:

- a. You must see to it that we are notified as soon as practicable of an "injury" which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "injury" took place;
 - (2) The names and addresses of any injured persons, witnesses, and your "employees" who were at "your premises" at the time the "injury" took place; and
 - (3) The nature and location of any "bodily injury" or "property damage" arising out of the "injury".
- 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.
 - (3) Promptly notify any other company providing insurance which may have a duty to pay, pay on behalf of, indemnify and/or defend you.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or other 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 of the claim, settlement of the claim, or defense against the "suit";
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured, in whole or in part, because of "injury" to which this insurance may also apply;
 - (5) Agree to be examined under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim or "suit". At our option and expense, any examination under oath may be visually or audibly recorded as well as be recorded by stenographic record. In the event of an examination, an insured's answers must be signed; and
 - (6) Tender the investigation of any claim and tender the defense of any "suit" to any other company providing insurance which may have a duty to pay, to pay on behalf of, to indemnify and/or defend any insured.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
 - e. Notice given by or on behalf of the insured to any of our authorized agents, with particulars sufficient to identify the insured, shall be considered to be notice to us. Notice can be by any means of communication.

9. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured, but we will not be liable for damages that are not payable under the terms of this Coverage Form or that are in excess of the applicable Limit Of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

10. Other Insurance

- a. This insurance is primary.
- b. If there is other insurance covering the same loss or damage that is also primary, we will share with all other insurance on a pro-rata basis.

11. Premium Audit

- a. This Policy is subject to audit if a premium designated as an Advance Premium is shown in the Declarations. We may audit but are not required to do so. We will compute the final premium due when we determine your actual exposures covered by this Policy.
- b. Premium shown in this Policy as Advance Premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is shown as the due date on the bill. If the sum of the advance and audit premiums paid for the Policy Period is greater than the earned premium, we will return the excess to the first Named Insured, subject to the minimum premium. The minimum premium is the lowest premium for which this Policy will be written for the Policy Period stated in the Declarations.
- c. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request. Within the first thirty (30) days of the Policy Period, if we receive complete copies of the state sales tax returns for the most recent twelve (12) months, or other verifiable financial information acceptable to us, we will waive our right to audit this Policy.

12. Concealment, Misrepresentation Or Fraud

- a. This Policy is void if you or any other insured commit fraud or conceal or misrepresent a fact in the process leading to the issuance of this Policy and such fraud, concealment or misrepresentation is stated in this Policy or any endorsement or in any written application, including any and all supplemental information or documentation provided for issuance or endorsement of this Policy and:
 - (1) Was made with actual intent to deceive; or

(2) Materially affected either our decision to provide this Policy or the risk we assumed.

However, this condition will not serve as a reason to void this Policy after it has been in effect for one year or one Policy Period, whichever is less.

b. This Policy is void if you or any other insured, at any time subsequent to the issuance of this Policy, commit fraud or intentionally conceal or misrepresent a material fact relating to:

(1) This Policy; or

(2) A claim under this Policy.

13. Separation Of Insureds

Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned in this Coverage Form 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.

14. Transfer Of Rights Of Recovery Against Others To Us

If any insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured may waive rights of recovery prior to loss if done so in writing. The insured must do nothing after loss to impair rights of recovery. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Our rights do not apply against any person or organization insured under this or any other Policy we issue with respect to the same "common cause" which results in "injury".

15. Two Or More Policies Issued By Us

If this Policy and any other policy issued to you by us apply to the same "injury", the aggregate maximum Limit Of Insurance under all policies shall not exceed the highest applicable Limit Of Insurance under any one policy. This condition does not apply to any policy issued by us to apply as excess insurance over this Policy.

16. Liberalization

If we adopt any revision that would broaden the coverage under this Policy without additional premium within 45 days prior to or during the Policy Period, the broadened coverage will immediately apply to this Policy.

17. Mutual Members Participation

By acceptance of this Policy, the Named Insured becomes a member of the Company and shall be entitled to vote at all meetings of the members and, upon termination of this Policy, shall participate in the distribution of dividends as fixed and determined by the Directors of the Company in accordance with the law.

This Policy is not assessable. Your liability as a policyholder and member of the Company under this Policy is limited to payment of premium.

You will be notified of the day, time and place of the regular annual meeting, unless you waive your right to receive a meeting notice.

18. Office Of Foreign Assets Control

Payments under this Coverage Form will only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

19. Conformance To Statutes And Regulations

Terms and/or conditions of this Policy which are in conflict with the statutes or regulations of any State are hereby amended to conform to such statutes or regulations.

G. Definitions

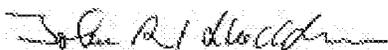
1. Words With Special Meaning

- a. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - (1) Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - (2) Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an "advertisement".
- b. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- c. "Club member" means a person who is a member of an organization composed of people who voluntarily meet on a regular basis for a mutual purpose other than educational, religious, charitable, or financial pursuits.
- d. "Coverage territory" means:
 - (1) The United States of America (including its territories and possessions), Puerto Rico and Canada; or
 - (2) International waters or airspace, provided the "injury" does not occur in the course of travel or transportation to or from any place not included in Paragraph (1) above.
- e. "Common cause" means "injury" sustained by one or more persons or organizations as the result of the selling, serving or furnishing of any alcoholic beverage to any one person.
- f. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker" or a "volunteer worker".
- g. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- h. "Injury" means all compensatory damages, including damages because of "bodily injury" and "property damage", and including damages for care, loss of society or loss of support. "Injury" does not include punitive or exemplary damages.
- i. "Leased worker" means a person leased to you by a labor leasing firm under a written agreement between you and the labor leasing firm, to perform duties related to the conduct of the insured's business. "Leased worker" does not include a "temporary worker".
- j. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - (1) False arrest, detention or imprisonment;
 - (2) Malicious prosecution;
 - (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - (4) Oral or written publication, in any manner, or material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - (5) Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - (6) The use of another's advertising idea in your "advertisement"; or
 - (7) Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- k. "Property damage" means:
 - (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

- (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it; and
 - (3) All other injury to property recoverable under any statute imposing liability for damage to property, not otherwise excluded.
- l.** "Suit" means a civil proceeding in which damages because of "injury" to which this insurance applies are alleged. "Suit" includes:
- (1) An arbitration proceeding in which such damages are claimed 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 claimed and to which the insured submits with our consent.
- m.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- n.** "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- o.** "Your premises" means the location specifically described in the Declarations at the time of "injury" and includes approaches immediately adjoining and adjacent to such location. "Your premises" also includes any other real property adjoining or adjacent to the location specifically described in the Declarations that is owned by, leased to you under a contract or otherwise in your control.
- p.** "Your product" means:
- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired.
 - (d) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - (2) Includes:
 - (a) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (b) The providing of or failure to provide warnings or instructions.
 - (3) Does not include vending machines or other property rented to or located for the use of others but not sold.

IN WITNESS WHEREOF, the ILLINOIS CASUALTY COMPANY (A Mutual Insurance Company), Rock Island, Illinois has caused these presents to be signed by its officers.

ILLINOIS CASUALTY COMPANY
(A Mutual Insurance Company)

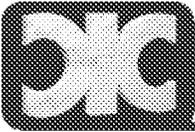


Secretary

ILLINOIS CASUALTY COMPANY
(A Mutual Insurance Company)



President



POLICY NUMBER: **LL93347** EFFECTIVE DATE FOR THIS ENDORSEMENT: **April 5, 2015**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

A. Applicability Of The Provisions Of This Endorsement

- 1. The provisions of this endorsement will become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the Policy Period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.**
 - a. The federal Terrorism Risk Insurance Program (Program), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Form; or**
 - b. A renewal, extension, continuation or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:**
 - (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or**
 - (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or**
 - (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.**
- 2. If the provisions of this endorsement become applicable, such provisions:**
 - a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to loss or injury or damage from an incident(s) of terrorism (however defined) that occurs on or after the date when the provisions of this endorsement become applicable; and**
 - b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.**
- 3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism" will continue in effect unless we notify you of changes to that endorsement in response to federal law.**

The following provisions are added to the Liquor Liability Coverage Form:

B. The following exclusion is added to Paragraph B. Exclusions:

This insurance does not apply to:

I. Terrorism

“Any injury or damage” arising directly or indirectly out of a “certified act of terrorism” or an “other act of terrorism”. However, with respect to an “other act of terrorism”, this exclusion applies only when one or more of the following are attributed to such act:

- (1) The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the terrorism and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
- (2) Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
 - a. Physical injury that involves a substantial risk of death; or
 - b. Protracted and obvious physical disfigurement; or
 - c. Protracted loss of or impairment of the function of a bodily member or organ; or
- (3) The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
- (4) The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- (5) Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

With respect to this exclusion, Paragraphs 1. and 2. describe the thresholds used to measure the magnitude of an incident of an “other act of terrorism” and the circumstances in which the threshold will apply for the purpose of determining whether this exclusion will apply to that incident.

C. As respects this endorsement, the following definitions are added:

1. “Any injury or damage” means any injury or damage covered under the Liquor Liability Coverage Form to which this endorsement is applicable, and includes but is not limited to “bodily injury”, “property damage”, and “personal and advertising injury” as defined in the Coverage Form.
2. “Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The federal Terrorism Risk Insurance Act sets forth the following criteria for a “certified act of terrorism”:
 - a. The act resulted in aggregate losses in excess of \$5 million; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
3. “Other act of terrorism” means a violent act or an act that is dangerous to human life, property or infrastructure that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion, and the act is not certified as a terrorist act pursuant to the federal Terrorism Risk Insurance Act. Multiple incidents of an “other act of terrorism” which occur within a seventy-two hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

- D. In the event of any incident of a "certified act of terrorism" or an "other act of terrorism" that is not subject to this exclusion, coverage does not apply to any loss or damage that is otherwise excluded under this Coverage Form.

OTHER TERMS

All other terms of your policy remain the same.

Countersigned by:

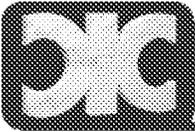
ILLINOIS CASUALTY COMPANY
225 20th Street, PO Box 5018
Rock Island, IL 61204-5018

By:

A handwritten signature in black ink, appearing to read "Tom Berry", written over a horizontal line.

Tom Berry

IMPORTANT – ATTACH THIS ENDORSEMENT TO YOUR POLICY



POLICY NUMBER: **LL93347** EFFECTIVE DATE FOR THIS ENDORSEMENT: **April 5, 2015**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA CHANGES

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

A. Paragraph 1. Cancellation of Section **F. Liquor Liability Conditions** is deleted and replaced with the following:

1. Cancellation

- a.** The first Named Insured shown in the Declarations may cancel this Policy by mailing or delivering 30 days advance written notice of cancellation to the Company and to the Alcoholic Beverages Division of the Iowa Department of Commerce.
 - (1)** The 30 day period will begin on the date that the Alcoholic Beverages Division receives the notice of cancellation.
 - (2)** The notice of cancellation must be mailed to the Alcoholic Beverages Division by certified mail.
 - (3)** The notice of cancellation must contain the following:
 - (a)** The name of the party to whom the notice of cancellation was mailed;
 - (b)** The address to which the copy of the notice of cancellation was sent;
 - (c)** The date on which the notice of cancellation was mailed;
 - (d)** The date the policy is being cancelled; and
 - (e)** The liquor control licensee or permit number of the licensee or permittee to be affected by such cancellation.
 - (4)** Advance written notice may be modified to be less than 30 days if consent is granted by the Alcoholic Beverages Division, and the first Named Insured and the Company are in agreement.
- b.** We may cancel this Policy by mailing or delivering 30 days written notice of cancellation to the first Named Insured.
- c.** If this Policy is a new policy and has been in effect for less than 60 days, we may cancel for:
 - (1)** Loss of reinsurance, subject to Paragraph **e.** below; or
 - (2)** Any other reason.
- d.** If this Policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this Policy only for one or more of the following reasons:
 - (1)** Nonpayment of premium;
 - (2)** Misrepresentation or fraud made by or with your knowledge in obtaining this Policy, when renewing this Policy, or in presenting a claim under this Policy;
 - (3)** Acts or omissions by you that substantially change or increase the risk insured;
 - (4)** Determination by the Commissioner that the continuation of this Policy would jeopardize our solvency or would place us in violation of the insurance laws of this or any other state;

(5) You have acted in a manner which you knew or should have known was in violation or breach of a term or condition of this Policy; or

(6) Loss of Reinsurance subject to Paragraph e. below.

- e. We may cancel due to loss of reinsurance which provides coverage to us for a significant portion of the underlying risk insured, but only if the Commissioner determines that such cancellation is justified.
- f. We will mail or deliver our notice to the first Named Insured's, and any loss payee's, last mailing addresses known to us.
- g. Notice of cancellation will state:
 - (1) The reason for cancellation; and
 - (2) The effective date of cancellation. The Policy period will end on that date.
- h. If this Policy is cancelled, we will send the first Named Insured any premium refund due. The refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- i. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice. However, if cancellation is for nonpayment of premium, a certificate of mailing is not required.

B. The following provision is added to Section F. **Liquor Liability Conditions**:

20. Nonrenewal

- a. If we decide not to renew this Policy, we will mail or deliver written notice of nonrenewal to the first Named Insured and any loss payee at least 45 days before the expiration date of this Policy, except if:
 - (1) We have offered to issue a renewal Policy; or
 - (2) You have failed to pay a premium due or any Advance Premium required by us for renewal.
- b. If notice is mailed, a post office department certificate of mailing is proof of receipt of notice.

OTHER TERMS

All other terms of your Policy remain the same.

Countersigned by:

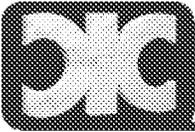
ILLINOIS CASUALTY COMPANY
225 20th Street, PO Box 5018
Rock Island, IL 61204-5018

By:



Tom Berry

IMPORTANT – ATTACH THIS ENDORSEMENT TO YOUR POLICY



POLICY NUMBER: **LL93347** EFFECTIVE DATE FOR THIS ENDORSEMENT: **April 5, 2015**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED TERRORISM COVERAGE; EXCLUSION OF CERTIFIED NUCLEAR, BIOLOGICAL, CHEMICAL OR RADIOLOGICAL ACTS OF TERRORISM; CAP ON LOSSES FROM “CERTIFIED ACTS OF TERRORISM”

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM

The following provisions are added to the Liquor Liability Coverage Form:

A. The following exclusion is added:

This insurance does not apply to:

Terrorism

“Any injury or damage” arising, directly or indirectly, out of a “certified act of terrorism”. However, this exclusion applies only when one or more of the following are attributed to such act:

1. The terrorism involves the use, release or escape of nuclear materials, or directly or indirectly results in nuclear reaction or radiation or radioactive contamination; or
2. The terrorism is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
3. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

B. The following exclusion is added:

This insurance does not apply to:

Terrorism Punitive Damages

Damages arising, directly or indirectly, out of a “certified act of terrorism” that are awarded as punitive damages.

C. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is \$0.

D. Cap On Certified Terrorism Losses

The following limitation applies to coverage for any one or more “certified acts of terrorism” that are not excluded by the terms of the exclusion in Paragraph **A**.

If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

E. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program year (January 1 through December 31), the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

F. As respects this endorsement, the following definition is added to Section G. Definitions:

1. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
2. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under this Coverage Form or any applicable endorsement, and includes but is not limited to "bodily injury", "property damage" or "injury", as may be defined in this Coverage Form or any applicable endorsement.

G. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Form, such as losses excluded by the War Exclusion.

OTHER TERMS

All other terms of your policy remain the same.

Countersigned by:

ILLINOIS CASUALTY COMPANY
225 20th Street, PO Box 5018
Rock Island, IL 61204-5018

By:



Tom Berry

IMPORTANT – ATTACH THIS ENDORSEMENT TO YOUR POLICY