UNITED SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 062 50 (05/19)

THIRD-PARTY SECURITY AND COLOR OF LAW EXCLUSIONS ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, and **COVERAGE B PERSONAL AND ADVERTISING INJURY**, are amended to include the following additional exclusions:

A. <u>Third Party Or Contracted Security Exclusion</u>

This insurance does not apply to, and we shall have no duty to defend any claim or "suit" for any liability arising from, based on, attributable to, or in any way related to the acts, omissions or operations of any third-party or contracted security services provider or vendor or its employees, personnel, staff, or representative, including but not limited to:

a. defense, safety, protective, barricade or security fencing operations or activities;
b. crowd, patron, or audience control, supervision or management operations or activities;
c. Customer or patron search, patron pat down, wanding, property search, ejection, door supervision, line control, bouncer activities or security guarding;
d. The, hiring, contracting of, investigation, supervision, management, training or retention of any entity or non-employee individuals engaged in any of the operations or activities set forth in paragraphs 1a) through 1(c), above; or
e. The alleged failure to provide or inadequate provision of any of the operations or activities set forth in paragraphs 1a) through 1(d), above.

B. <u>Color of Law Exclusion</u>

This insurance does not apply to, and we shall have no duty to defend any claim or "suit" for any liability arising from, based on, attributable to, or in any way related to the following types of activities:

a. Any person who engages in or appears to engage in a police-like action or under color of law;
b. Any person acting or purporting to act in the performance of official duties under any law, ordinance or regulation; any person performing an action by using or appearing to use power or authority given to him/her by a governmental agency (local, state or federal);
c. Any person carrying out official governmental duties or acting in a manner which makes it seem or appear as if the person is carrying out official governmental duties; any person who acts or appears to act cloaked in the authority of law either directly or in an implied manner; any person who acts with apparent governmental authority; or
d. Any person who creates the appearance of an act being performed based upon enforcement of law or statute; any person who performs an act with the apparent authority of law or the semblance or appearance of legal enforcement right.

The above exclusions are not applicable if the Named Insured complies with all of the condition precedents set forth in the policy, including the "**CONTRACTORS WARRANTY AND CONDITIONS (ADDITIONAL DEDUCTIBLES OF $25,000)"** endorsement.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.