



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 8 Cadillac Drive, Suite 200 Brentwood TN 37027	<b>CONTACT NAME:</b> Kelly Johnston <b>PHONE (A/C, No, Ext):</b> 615-661-7500 <b>E-MAIL ADDRESS:</b> Kelly_Johnston@ajg.com		<b>FAX (A/C, No):</b> 615-377-5101
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> S.P.E.B.S.Q.S.A. Barbershop Harmony Society 110 7th Avenue North Nashville TN 37203	BARBHAR-02	<b>INSURER A:</b> Philadelphia Indemnity Insurance Company <b>NAIC #</b> 18058	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 1473609602

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2361626	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2361626	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB797264	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Certificate Holder is included as additional insured when required by written contract as respects to general liability policy (per form PI-AS-009 (04/04)). Waiver of Subrogation applies to General Liability coverage when required by written contract (per form CG 24 04 05 09). Subject to all of the terms, conditions, exclusions and definitions of the above referenced policies as issued by the carrier(s).

**CERTIFICATE HOLDER****CANCELLATION**

Proof of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**GENERAL LIABILITY DELUXE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposures are provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy.

Throughout this endorsement 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 following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

- A. Supplementary Payments – Bail bonds increased to \$2,500/Loss of earnings increased to \$500 each day;*
- B. Tenant’s Legal Liability – for Fire, Lightning, Explosion, Smoke and Leaks from Sprinklers - Limit increased to \$300,000;*
- C. Broadened Definition of Who is An Insured;*
- D. Amended Duties In The Event Of Occurrence, Claim Or Suit;*
- E. Broadened Definition of Advertising Injury - includes Televised Or Videotaped Publication;*
- F. Amended Definition of Bodily Injury to include Mental Anguish;*
- G. Broadened Definition of Personal Injury - includes Abuse of Process/Discrimination;*
- H. Amended Unintentional Failure To Disclose Hazards;*
- I. Amended Liberalization Clause;*
- J. Added Employee Indemnification Defense Coverage – We will pay up to \$25,000 in defense costs for an “employee” in a criminal proceeding (subject to established criteria);*
- K. “Property Damage” - Removed Exclusion for “Property damage” resulting from the use of reasonable force to protect persons or property;*
- L. Added Blanket Additional Insured - Funding Source;*
- M. Added Blanket Additional Insured - Managers or Lessors of Premises;*
- N. Non-owned Watercraft - Coverage length is increased to 58 ft.*

**A. Supplementary Payments**

In the **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** provision:

1. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and
2. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

**B. Fire, Lightning, Explosion, Smoke and Leaks from Sprinklers**

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word “fire” is changed to “fire, lightning, explosion, smoke, or leakage from automatic fire protective systems” where it appears in:
  - a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**;
  - b. **SECTION III – LIMITS OF INSURANCE**, Paragraph **6.**;
  - c. **SECTION V – DEFINITIONS**, Paragraph **9.a.**
2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the words “Fire insurance” are changed to “insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems” where it appears in:
  - a. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**.
3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:
  - a. \$300,000; or
  - b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

**C. Who is An Insured**

**SECTION II – WHO IS AN INSURED** is changed as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph **3.a.** is changed to read:

Coverage under this provision is afforded until the end of the policy period.

**D. Duties In The Event Of Occurrence, Claim Or Suit**

1. In **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **2.a.**, the requirement that you must see to it that we are notified as soon as practicable of an “occurrence” or an offense, applies only when the “occurrence” or offense is known to:
  - a. You, if you are an individual;

- b. A partner, if you are a partnership; or
- c. An executive officer or insurance manager, if you are a corporation.

2. In **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **2.b.**, the requirement that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- a. You, if you are an individual;
- b. A partner, if you are a partnership; or
- c. An executive officer or insurance manager, if you are a corporation.

**E. Advertising Injury – Televised Or Videotaped Publication**

1. In **SECTION V – DEFINITIONS**, Items **14. (d), (e), (f) and (g)** are changed to read:

- d. Oral, written, televised or videotaped publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral, written, televised or videotaped publication of material that violates a person's right of privacy;
- f. Missappropriation of advertising ideas or style of doing business; or
- g. Infringement of copyright, title or slogan.

2. In **SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, Subsection **2. Exclusions**, Paragraphs **b.** and **c.** are changed to read:

- b. "Personal and advertising injury" arising out of oral, written, televised or videotaped publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- c. "Personal and advertising injury" arising out of oral, written, televised or videotaped publication of material whose first publication took place before the beginning of the policy period.

**F. Bodily Injury – Mental Anguish**

In **SECTION V – DEFINITIONS**, Paragraph **3.** is changed to read:

"Bodily Injury"

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

**G. Personal Injury – Abuse Of Process/Discrimination**

If Personal and Advertising Injury Liability Coverage (Coverage B.) is not otherwise excluded from this Coverage Part:

In **SECTION V – DEFINITIONS**, the definition of “personal and advertising injury” (Paragraph 14.) is changed by:

1. Revising Item **b.** of that definition to read:

Malicious prosecution or abuse of process;

2. Adding the following:

“Personal and advertising injury” also means discrimination based on race, color, religion, sex, age or national origin, except when:

a. Done intentionally by or at the direction of, or with the knowledge or consent of:

(1) Any insured; or

(2) Any executive officer, director, stockholder, partner or member of the insured; or

b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or

c. Directly or indirectly related to the sale, rental, lease or sub-lease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The insurance afforded by **G.2.** above does not apply to fines or penalties imposed because of discrimination.

#### **H. Unintentional Failure To Disclose Hazards**

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

#### **I. Liberalization**

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

#### **J. Employee Indemnification Defense Coverage**

Under **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** the following is added:

We will pay on your behalf defense costs incurred by an “employee” in a criminal proceeding. However, you must have a prior written agreement with such “employee” whereby you agree to indemnify the “employee” for such defense costs and the agreement includes a provision for repayment of defense costs in the event of an adverse judgment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the number of “employees,” claims or "suits" brought or persons or organizations making claims or bringing "suits."

**K. Extended “Property Damage”**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **a.** is deleted and replaced by the following:

**a. Expected or Intended Injury**

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

**L. Additional Insured – Funding Source**

Under **SECTION II – WHO IS AN INSURED** the following is added:

Any person or organization with respect to their liability arising out of:

1. Their financial control of you; or
2. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

**M. Additional Insured – Managers or Lessors of Premises**

Under **SECTION II – WHO IS AN INSURED** the following is added:

Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased to you subject to the following additional exclusions:

This insurance does not apply to:

1. Any “occurrence” which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

**N. Non-owned Watercraft**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **g. (2)** is amended to read as follows:

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

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

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

Any Person or organization where required by written contract that was executed prior to occurrence of loss or claim

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

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.