

## HOSPITALITY INSURANCE GROUP

### IMPORTANT INFORMATION REGARDING YOUR UPCOMING LIQUOR POLICY RENEWAL

**Our policy has changed to serve you better.**

#### **Assault & Battery Coverage Options**

We now offer sub limits for Assault & Battery Coverage.

The Assault & Battery coverage now includes **ALL** Assault & Battery regardless if it was an Assault & Battery as a result of over serving a patron or an Assault & Battery where over serving is not involved.

**Prior to this change, Liquor Assault & Battery was automatically included in your liquor policy. We have removed the coverage from the policy and now let you decide if you want to purchase the coverage and allow you to select what limits you wish to purchase. If you elect not to purchase Assault & Battery please be sure to check the decline box on the application.**

If you have Assault & Battery covered under your General Liability policy (not insured with Hospitality Insurance Group), we will discount the premium we charge for the coverage as Hospitality would be excess over your General Liability policy. (Proof of coverage is required.)

**Editorial changes** – The following editorial changes have been made to clarify coverage. Changes are highlighted.

#### **SECTION I – LIQUOR LIABILITY COVERAGE**

**A.** Insuring Agreement has been revised to read as follows:

We will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as “damages” because of “bodily injury” to any person, caused by an “occurrence”, if such liability is imposed upon the Insured by reason of the negligence of the Insured in the distribution, sale or serving of any alcoholic beverage at the “Insured premises” **to an intoxicated person or minor, or in violation of any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.** We shall have the right and duty to defend any “suit” against the Insured seeking such “damages”, even if the allegations of the “suit” are groundless, false or fraudulent, and may make such investigation and settlement of any claim or “suit” as we deem expedient. **However, we will have no duty to defend the Insured against any “suit” seeking damages for “bodily injury” to which this insurance does not apply.** This insurance applies only to “occurrences” which result in “bodily injury” during the Policy period in the “coverage territory”. We have no other obligation or liability to pay any other sums or perform any other acts or services unless they are explicitly provided for under SUPPLEMENTARY PAYMENTS.

**B. EXCLUSIONS - The** following exclusions are hereby added to the policy

Liquor license not in effect  
Expected or Intended “Bodily Injury”  
Workers’ Compensation or Similar Laws  
Employer’s Liability  
Other Insurance  
War

#### **SECTION IV – CONDITIONS**

**D. Premium Audit and Inspection** - this section of the policy has been revised to reflect our new procedure on not requiring audits for insured’s subject to company’s discretion.

**All other terms and conditions remain the same.**

Should you have any questions regarding our new liquor policy, or the changes reflected above, please contact your insurance agent.

We thank you for your business and believe our policy changes will better serve your needs and allow you better flexibility in choosing coverage options.

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