

CHUBB® **IMPORTANT NOTICE TO POLICYHOLDERS**
INTERNATIONAL WORKERS COMPENSATION
INTERNATIONAL TRAVEL ASSISTANCE SERVICES WITH NATURAL
DISASTER

This notice is for information only and does not become a part of or a condition of the Policy, if issued.

No coverage is provided by this summary nor can it be construed to replace any provisions of your Policy. The references to insurance policy provisions are not intended to amend or alter any final policy or contract, if issued. The terms and conditions of the ultimate, final policy or contract will govern the rights and obligations of the parties. We urge you to review the terms and conditions of your policy in its entirety and refer any questions you may have to your broker.

Trip planning, travel assistance and emergency response services are available to all Chubb International Workers' Compensation Insurance insureds, including their employees, volunteers and students. Please communicate this notice to your international travelers in order to provide them access and incorporate the registration process into your company's travel policy.

Register Now

Risk Managers visit: <https://portal.chubbtravelsmart.com/?registeradmin> to register for Risk Manager Portal.

International Travelers visit:

To gain on-line and mobile access to Chubb International Travel Assistance Services you must first visit us at <https://portal.chubbtravelsmart.com> and use your policy number below to register and create your personal profile.

POLICY NUMBER: 35987074

A One Stop Travel Tool

Your traveler can use the Chubb Travel Smart Website to research their travel country. It provides country specific facts, information and ratings regarding safety risk (crime, environmental), culture (dos and don'ts), travel needs, medical information and alerts. The Website also includes an e-learning portal to educate travelers on the risk they may face while traveling and printable wallet cards with our travel hotline which can also be obtained online as well.

Download the Chubb Travel App

Your traveler can also take Chubb International Travel Assistance Services mobile by downloading the Chubb Travel Smart App onto their smartphones. Simply lookup "Chubb Travel Smart" in the App store. The App provides most of the information above and includes a currency converter and Embassy information for every nationality. If they enable Location Services on their smartphone, the Travel App will push information to them based upon their current location.

Available Services

The following are just some of the services and information available to our insureds through our mobile app or at <https://portal.chubbtravelsmart.com>.

Trip Planning

- Immunization requirements
- Embassy locations
- Visa/Passport Requirements
- Culture and Etiquette
- Country Information
- Crime and Country Risk Levels

Travel Alerts

- Political Instability
- Union Strikes and Service Disruption
- Natural Disasters and Weather
- Crime, Terrorism or Disease Outbreaks

Security Services

- Political Evacuation
- Natural Disaster Evacuation
- Consultation Services
- Legal Assistance/Bail
- Emergency Travel Arrangements & Passport Replacement

E-Learning Portal

- Transportation Safety
- Cyber Safety
- Travel Health Risk
- Crowd Safety
- High Risk Locations
- Female Travelers
- Terrorism/Mass Casualty Attack
- Carjacking
- LGBTQ Travelers
- Video and test for each module

Emergency Assistance

- Emergency Medical Transport
- Hospital Admission Guarantee
- Emergency Medical Payment Advance and Guarantee
- Medical Monitoring and Referrals
- Doctor or Specialist Dispatch
- Medication and Eye wear Replacement
- Medical Evacuation and Repatriation
- Interpretation/Translation
- Family Reunion Travel Arrangements
- Transportation Escort
- Return of Dependent Children and Travelling Companion
- Repatriation of Remains

Concierge Services

- Hotel, Car and Airline Reservations
- Restaurant Referrals
- Tee Times
- Personalized Retail Shopping Assistance

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DISASTER

Wallet card

CHUBB	International Travel Assistance Services
If you are in need of Medical or Security assistance 24 hours a day / 7 days a week, call: <u>International outside the U.S. and Canada</u> +1 630 694 9783 <u>U.S. and Canada</u> 1 855 327 1431	<ul style="list-style-type: none"> * Medical and Political Evacuation Emergencies * Emergency Medical, Travel, and Legal Services * Concierge Services <hr/> <p style="text-align: center;">Register at: portal.chubbtravelsmart.com for a web and mobile application</p>

Chubb is the marketing name used to refer to subsidiaries of Chubb Limited providing insurance and related services. For a list of these subsidiaries, please visit our website at www.chubb.com. Insurance provided by ACE American Insurance Company and its U.S. based Chubb underwriting company affiliates. All products may not be available in all states. This communication contains product summaries only. Coverage is subject to the language of the policies as actually issued. Surplus lines insurance sold only through licensed surplus lines producers. Chubb, 202 Hall's Mill Road, Whitehouse Station, NJ 08889-1600.

IMPORTANT NOTICE TO POLICYHOLDERS**HOW TO REPORT YOUR CLAIMS**

In the event of a claim, suit or loss under your Policy, contact your agent or broker. To report a claim, occurrence, accident, suit, loss or injury to us, in accordance with and as provided in the respective coverage parts of your Policy, please use any of the following methods, and please provide the information listed below, as well as any information your Policy requires:

EMAIL:

ChubbClaimsFirstNotice@chubb.com

(This e-mail address is to be used for new claim reporting only.)

FAX:

(877) 395-0131 (Toll Free)

(302) 476-7254 (Local)

PHONE:

(800) 433-0385 (Business Hours)

(800) 523-9254 (After Hours)

MAIL:

Chubb North American Claims

P.O. Box 5122

Scranton, PA 18505-0554

Please be sure to include the following information, in addition to any specific information required by the applicable coverage part:

- Policy Holder Name
- Policy Number
- Type of loss
- Date of Event
- Description of loss
- Insured contact name and details (phone, e-mail, etc.)
- Third Party contact name and details (phone, e-mail, etc.)
- Any other pertinent information available

IMPORTANT NOTICE TO POLICYHOLDERS

TERRORISM RISK INSURANCE ACT

This Important Notice is being provided with your policy to further satisfy the disclosure requirements of the Terrorism Risk Insurance Act.

At the time you received the written offer for this policy, we provided you with an Important Notice to Policyholders indicating that the insurance provided in your policy for losses caused by certain acts of terrorism (as defined in the Terrorism Risk Insurance Act) would be partially reimbursed by the United States of America, pursuant to the formula set forth in the Terrorism Risk Insurance Act. In addition, as required by the Terrorism Risk Insurance Act, we:

- indicated that we would make available insurance for such losses in the same manner as we provide insurance for other types of losses;
- specified the premium we would charge, if any, for providing such insurance; and
- except to the extent prohibited by law, gave you the opportunity to reject such insurance and have a terrorism exclusion, sublimit or other limitation included in your policy.

This Important Notice refers back to that Important Notice and provides information about your decision and the manner in which your policy has been subsequently modified.

If:

- You rejected terrorism insurance under the Terrorism Risk Insurance Act, your policy includes the appropriate amendatory endorsement(s).
- You did not reject terrorism insurance under the Terrorism Risk Insurance Act, the premium charged for your policy, including that portion applicable to terrorism insurance under the Terrorism Risk Insurance Act, is shown in your policy. To the extent your policy includes a limitation on terrorism insurance, it has been modified so that such limitation does not apply to terrorism insurance under the Terrorism Risk Insurance Act.

Please carefully review your policy and the Important Notice previously provided to you for further details. Please remember that only the terms of your policy establish the scope of your insurance protection.

Please note that if your policy:

- ***provides commercial property insurance in a jurisdiction that has a statutory standard fire policy, the premium we charge for terrorism insurance under the Terrorism Risk Insurance Act, includes an amount attributable to the insurance provided pursuant to that standard fire policy. Rejection of such statutory insurance is legally prohibited.***
- ***is a workers compensation policy, rejection of insurance for terrorism is legally prohibited.***

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year 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.

IMPORTANT NOTICE TO POLICYHOLDERS

This Important Notice is not your policy. Please read your policy carefully to determine your rights, duties, and what is and what is not covered. Only the provisions of your policy determine the scope of your insurance protection.

THIS IMPORTANT NOTICE PROVIDES INFORMATION CONCERNING POSSIBLE IMPACT ON YOUR INSURANCE COVERAGE DUE TO COMPLIANCE WITH APPLICABLE TRADE SANCTION LAWS.

PLEASE READ THIS NOTICE CAREFULLY.

Various trade or economic sanctions and other laws or regulations prohibit us from providing insurance in certain circumstances. For example, the United States Treasury Department's Office of Foreign Asset Control (OFAC) administers and enforces economic and trade sanctions and places restrictions on transactions with foreign agents, front organizations, terrorists, terrorists organizations, and narcotic traffickers. OFAC acts pursuant to Executive Orders of the President of the United States and specific legislation, to impose controls on transactions and freeze foreign assets under United States jurisdiction. (To learn more about OFAC, please refer to the United States Treasury's web site at <http://www.treas.gov/ofac>.)

To the extent that you or any other insured, or any person or entity claiming the benefits of this insurance has violated any applicable sanction laws, this insurance will not apply.

We have added a condition or section that applies to the entire policy called Compliance With Applicable Trade Sanctions, which stipulates that your insurance policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.



POLICYHOLDER NOTICE

All of the members of the Chubb Group of Insurance companies doing business in the United States (hereinafter "Chubb") distribute their products through licensed insurance brokers and agents ("producers"). Detailed information regarding the types of compensation paid by Chubb to producers on US insurance transactions is available under the Producer Compensation link located at the bottom of the page at www.chubb.com, or by calling 1-866-588-9478. Additional information may be available from your producer.

Thank you for choosing Chubb.

Important Notice To Policyholders

**THIS IMPORTANT NOTICE PROVIDES INFORMATION CONCERNING
NEW YORK CITY LOCATIONS REQUIRING JURISDICTIONAL
INSPECTIONS**

PLEASE READ THIS NOTICE CAREFULLY

***New York City
Department Of
Buildings – Building
Owner Registration
Requirement To
Prevent Jurisdictional
Inspection Fines***

This Notice is intended to inform you that the New York City Department of Buildings requires building owners to register in the city's NOW Safety System. Required jurisdictional inspections can not be filed until this registration process has been completed and the email address of the building registrant has been provided to Chubb. Failure to complete registration and provide Chubb with this information will result in our inability to file inspections and can lead to missed inspection fines of \$1,000 or more per object which will be your responsibility.

Important Notice – Updated Exposure Information

The premium for this policy is based upon the exposure information reported to us by you. It is important that this exposure information be updated each time your policy renews. Please note that property exposures are based on the statement of values submitted to us and liability exposures are reflected on the General Liability Declarations page. It is incumbent on you to report updated exposure information at least 90 days prior to the expiration of your policy so that it can be used in the calculation of the renewal premium for this policy. Your policy may include a provision which automatically increases certain exposure information to account for economic inflation and other factors. In the absence of updated information from you, the increases determined based upon these policy provisions will be used to calculate your renewal premium. Please provide updated renewal specifications as described above.

Should you have further questions, please contact your insurance producer.

The Burgee Program

FOR

CAL SAILING CLUB

Producer:

**GOWRIE GROUP INC(BURGEE PROGRAM)
70 ESSEX ROAD
WESTBROOK, CT 06498-0000**

Chubb Servicing Office:

**NEW HAVEN
555 LONG WHARF DRIVE
NEW HAVEN, CT 06511-6107**



Customarq Series The Burgee Program

How To Report A Loss

To report a **Loss**, use the following procedure.

Loss Notification

If an **Insured Person** has a **Loss**, please contact us by telephone as soon as possible for further assistance:

Telephone Number: 1-800-252-4670

24 hours a day, 7 days a week

Fax Number

You may also fax the loss report during normal business hours to:

Fax Number: 1-800-300-2538

Mailing Address

You may mail your loss report to the following address:

Chubb Group Of Insurance Companies
Claim Service Center
600 Independence Parkway
P.O. Box 4700
Chesapeake, Va. 23327-4700

Table Of Contents

This Table Of Contents is provided to acquaint you with the overall organization of this policy.

POLICY ORGANIZATION

Insuring Agreement

Premium Summary

Property Insurance Section

Property Schedule Of Forms & Declarations

Property Contracts *

Property Endorsements

Liability Insurance Section

Liability Schedule Of Forms & Declarations

Liability Contracts *

Liability Endorsements

International Workers' Compensation Section

International Workers' Compensation Declarations

International Workers' Compensation Contracts *

International Workers' Compensation Endorsements

Auto DIC Section

Auto DIC Declarations

Auto DIC Contracts *

Auto DIC Endorsements

Common Policy Section

Common Policy Conditions

Common Policy Endorsements

* Note: Each contract within a section has its own Table Of Contents to facilitate your use of them.



NOTICE TO POLICYHOLDERS

Enclosed is your commercial insurance policy from Chubb. The bill that corresponds with this policy has been mailed separately. When you receive the bill, please pay the amount due by the date indicated. Payment should be made directly to Chubb. As always, prompt payment will keep your coverage in place.

If you have any questions about the attached policy or need assistance with additional insurance, contact your agent or broker. For questions about billing, call our Premium Accounting Service Center at 1-800-372-4822. Thank you for insuring through Chubb.

Insuring Agreement

Chubb Group of Insurance Companies
202B Hall's Mill Road
Whitehouse Station, NJ 08889

Named Insured and Mailing Address

CAL SAILING CLUB
124 UNIVERSITY AVENUE
BERKELEY, CA 94710

Policy Number 3598-70-74 ECE

Effective Date APRIL 14, 2025

*Issued by the stock insurance company
indicated below, herein called the company.*

**FEDERAL INSURANCE
COMPANY**

Producer No. 0060435

*Incorporated under the laws of
INDIANA*

Producer GOWRIE GROUP INC(BURGEE PROGRAM)
70 ESSEX ROAD
WESTBROOK, CT 06498-0000

Company and Policy Period

Insurance is issued by the company in consideration of payment of the required premium.

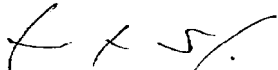
This policy is issued for the period 12:01 AM standard time at the Named Insured's mailing address shown above:

From: APRIL 14, 2025 To: APRIL 14, 2026

Your acceptance of this policy terminates, effective with the inception of this policy, any prior policy of the same number issued to you by us.

This Insuring Agreement together with the Premium Summary, Schedule Of Forms, Declarations, Contracts, Endorsements and Common Policy Conditions comprise this policy.

In Witness Whereof, the company issuing this policy has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless also signed by a duly authorized representative of the company.


President


Secretary



Authorized Representative

Chubb Group of Insurance Companies
202B Hall's Mill Road
Whitehouse Station, NJ 08889

Named Insured and Mailing Address

CAL SAILING CLUB
124 UNIVERSITY AVENUE
BERKELEY, CA 94710

Policy Number 3598-70-74 ECE

Effective Date APRIL 14, 2025

*Issued by the stock insurance company
indicated below, herein called the company.*

**FEDERAL INSURANCE
COMPANY**

Producer No. 0060435

*Incorporated under the laws of
INDIANA*

Producer GOWRIE GROUP INC(BURGEE PROGRAM)
70 ESSEX ROAD
WESTBROOK, CT 06498-0000

Policy Period

From: APRIL 14, 2025 To: APRIL 14, 2026
12:01 A.M. standard time at the Named Insured's mailing address shown above.

Premium Payment

The First Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay.

Premium Audit

Certain classifications within our rates and rules indicate that premiums calculated therefrom can be significantly affected by large increases or decreases in your business results. Based upon our underwriting review of information provided by you, we may at our discretion perform a premium audit. You may also request such an audit.

If an audit is conducted and additional premiums are due, they are payable upon notice to the First Named Insured. If as a result of an audit the premium paid is greater than the earned premium, we will return the excess to the First Named Insured. The First Named Insured must keep records of the information we need to perform the audit and send us copies at such times as we may request.

Certificate Or Handling Fees

If Equipment Breakdown coverage is provided on this policy, additional certificate or handling fees may be imposed during the policy term as respects to certification of pressure vessels as mandated by State or local jurisdictional authorities.

Payment Plan - Annual

Premium Summary
(continued)

TOTAL (Excluding Taxes, Surcharges and Fees)	\$ 9,242
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The policy premium, taxes, surcharges and fees will be billed separately.

Property Insurance Section

Declarations

Property Insurance**Schedule of Forms**

Policy Period APRIL 14, 2025 TO APRIL 14, 2026
Effective Date APRIL 14, 2025
Policy Number 3598-70-74 ECE
Insured CAL SAILING CLUB

Name of Company FEDERAL INSURANCE COMPANY

Date Issued MARCH 3, 2025

The following is a schedule of forms issued as of the date shown above:

<i>Form Number</i>	<i>Edition Date</i>	<i>Form Name</i>	<i>Effective Date</i>	<i>Date Issued</i>
80-02-1313	3-19	EXCLUSIONS	04/14/25	03/03/25
80-02-1323	3-19	SUBSIDIARY LIMITS OF INSURANCE	04/14/25	03/03/25
80-02-1373	3-19	EXCL. FOR LEAKAGE FROM FIRE PROTECTION EQUIP	04/14/25	03/03/25
80-02-5241	3-19	COMMUNICABLE DISEASE CONTAMINATION	04/14/25	03/03/25
80-02-0005	1-18	PROPERTY DECLARATIONS	04/14/25	03/03/25
80-02-0045	3-20	MALICIOUS PROGRAMMING EXCLUSION ADDED	04/14/25	03/03/25
80-02-0210	1-15	PROPERTY SUPPLEMENTARY DECLARATIONS	04/14/25	03/03/25
80-02-0459	11-23	MALICIOUS PROGRAMMING AND SYSTEM - DEF AMEND	04/14/25	03/03/25
80-02-1000	3-19	BUILDING AND PERSONAL PROPERTY	04/14/25	03/03/25
80-02-1018	3-19	EXTRA EXPENSE	04/14/25	03/03/25
80-02-1097	3-19	PROPERTY/BI CONDITIONS & DEFINITIONS	04/14/25	03/03/25
80-02-1658	1-15	CAP ON CERT. TERRORISM LOSSES (ALL PREMISES)	04/14/25	03/03/25
80-02-5253	10-08	BUILD & PERS PROP AMENDED - BURGEE PROG	04/14/25	03/03/25
80-02-5407	3-19	OCEAN CARGO COVERAGE ADDED	04/14/25	03/03/25
80-02-5698	9-22	ERRORS IN SYSTEMS PROGRAMMING EXCL AMENDED	04/14/25	03/03/25
80-02-5702	10-22	AUTO INCREASE IN LIMITS PROVISION AMENDED	04/14/25	03/03/25
99-10-0996	4-18	IMPORTANT NOTICE-NY LOC INSPECTIONS	04/14/25	03/03/25



Property Insurance

Declarations

Named Insured and Mailing Address

CAL SAILING CLUB
124 UNIVERSITY AVENUE
BERKELEY, CA 94710

Producer No. 0060435
Producer
GOWRIE GROUP INC(BURGEE PROGRAM)
70 ESSEX ROAD
WESTBROOK, CT 06498-0000

Chubb Group of Insurance Companies
202B Hall's Mill Road
Whitehouse Station, NJ 08889

Policy Number 3598-70-74 ECE
Effective Date APRIL 14, 2025

Issued by the stock insurance company
indicated below, herein called the company.
**FEDERAL INSURANCE
COMPANY**

Incorporated under the laws of
INDIANA

Policy Period: From: APRIL 14, 2025 To: APRIL 14, 2026
12:01 A.M. standard time at the Named Insured's mailing address shown above.

Deductible \$ 2,500
Extended Period UNLIMITED

The information shown above applies to:

- all premises coverages;
- all additional coverages; and
- debris removal coverage,

and all premises shown in this and all other property declarations, unless corresponding specific information is shown as applicable to a specific premises or coverage.

Premises Schedule

1. 124 UNIVERSITY AVE, BERKELEY, CA 94710

Premises Coverages If "Blanket" or "Loss Limit" is shown under Limits Of Insurance as applicable to a Premises, please refer to the "Premises Coverages – Blanket Limits" section or the "Loss Limits Of Insurance" section above to determine the Limit Of Insurance applicable to such Premises. "Blanket" limits are numbered for ease of reference. If a specific limit is shown under Limits Of Insurance for a Premises Coverage, that Limit applies to such coverage, even if a "Blanket" limit applies to other Premises Coverage at such premises.

PREMISES # 1 124 UNIVERSITY AVE BLDG # 1
BERKELEY, CALIFORNIA 94710
DESC: CLUBHOUSE



Premises Coverages
(continued)

			<u>Limits Of Insurance</u>
BUILDING			\$ 84,736
AUTOMATIC INCREASE IN LIMITS	5%		
PERSONAL PROPERTY			\$ 11,340
AUTOMATIC INCREASE IN LIMITS	5%		

PREMISES # 1	124 UNIVERSITY AVE	BLDG # 2
	BERKELEY, CALIFORNIA 94710	
DESC: TOOLSHED		

			<u>Limits Of Insurance</u>
BUILDING			\$ 8,472
AUTOMATIC INCREASE IN LIMITS	5%		

Additional Coverages

			<u>Limits Of Insurance</u>
MOBILE COMMUNICATION PROPERTY			SEE PROPERTY SUPPLEMENTARY DECLARATIONS
DEDUCTIBLE		\$ 3,500	
COMMUNICABLE DISEASE CONTAMINATION			
ANNUAL AGGREGATE LIMIT			\$ 1,000

Chubb. Insured.SM

Supplementary Declarations - Property

Chubb Group of Insurance Companies
202B Hall's Mill Road
Whitehouse Station, NJ 08889

Named Insured and Mailing Address

CAL SAILING CLUB
124 UNIVERSITY AVENUE
BERKELEY, CA 94710

Policy Number 3598-70-74 ECE

Effective Date APRIL 14, 2025

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Producer No. 0060435

*Incorporated under the laws of
INDIANA*

Producer GOWRIE GROUP INC(BURGEE PROGRAM)
70 ESSEX ROAD
WESTBROOK, CT 06498-0000

Policy Period

From: APRIL 14, 2025 To: APRIL 14, 2026
12:01 A.M. standard time at the Named Insured's mailing address shown above.

Covered Premises \$250,000 Blanket Limit Of Insurance

The Blanket Limit Of Insurance shown above applies only for the Premises Coverages shown below. Unless otherwise stated, this Blanket Limit Of Insurance applies separately at each covered premises shown in the Declarations. This Blanket Limit Of Insurance applies in excess of the applicable deductible shown in the Declarations.

At time of loss, the first Named Insured may elect to apportion this Blanket Limit Of Insurance to one or any combination of the Premises Coverages shown, but under no circumstance will the aggregate apportionment be permitted to exceed the Blanket Limit Of Insurance shown above at any one covered premises. For the purpose of the application of this \$250,000 Blanket Limit Of Insurance, all property at one premises shall constitute a single premises.

Separate specific Limits Of Insurance may be purchased for each of these Premises Coverages. If purchased, these Limits Of Insurance and any applicable deductible will be shown in the Declarations with the Premises Coverages. If no deductible is shown in the Declarations with the Premises Coverages, then the Property Deductible will apply. When a specific Limit Of Insurance is purchased for any of these Premises Coverages, such specific Limit Of Insurance will apply in addition to whatever amount the first Named Insured apportions to that coverage at time of loss as provided in the previous paragraphs.

Coverages Included In The Blanket Limit Of Insurance:

ACCOUNTS RECEIVABLE
ELECTRONIC DATA PROCESSING PROPERTY
FINE ARTS
LEASEHOLD INTEREST -
BONUS PAYMENT,
PREPAID RENT,
SUBLEASE PROFIT,
TENANTS' LEASE INTEREST

LEASEHOLD INTEREST – UNDAMAGED
TENANT'S IMPROVEMENTS & BETTERMENTS
NON-OWNED DETACHED TRAILERS
OUTDOOR TREES, SHRUBS, PLANTS OR LAWNS
PAIR AND SET
PERSONAL PROPERTY OF EMPLOYEES
PUBLIC SAFETY SERVICE CHARGES
RESEARCH AND DEVELOPMENT PROPERTY
VALUABLE PAPERS

Property Coverages

The Limits Of Insurance shown below:

- are provided for the Premises Coverages and Additional Coverages shown at no additional cost to you;
- apply separately at each premises shown in the Declarations, except for the following Additional Coverages which apply anywhere within the Coverage Territory:
 - Any Other Location;
 - Deferred Payments;
 - Exhibition, Fair Or Trade Show;
 - Installation;
 - In Transit; or
 - Mobile Communication Property (greater than 1,000 feet from a premises shown in the Declarations); and
- do not apply when the applicable coverage has been excluded as shown in the Declarations or by endorsement to this policy.

The Limits Of Insurance for:

- Debris Removal; and
- Preparation Of Loss Fees,

apply separately at each premises shown in the Declarations or anywhere within the Coverage Territory.

You may purchase increased Limits Of Insurance, and we will charge you an additional premium. If you purchase increased Limits Of Insurance for any of these coverages, the Limits Of Insurance shown in the Declarations will reflect your total Limit Of Insurance, including the Limits Of Insurance shown below. Any applicable deductible will be shown in the Declarations with the coverage. If no deductible is shown in the Declarations with the coverage, then the Property Deductible will apply. Extra Expense Coverage is not subject to any deductible.

Extra expense is subject to the:

- Business Income With Extra Expense contract and Business Income With Extra Expense And Research And Development Income contract if purchased; or
- Extra Expense contract, if the Business Income With Extra Expense contract or Business Income With Extra Expense And Research And Development Income contract is not purchased.

Supplementary Declarations - Property

Effective Date APRIL 14, 2025

Policy Number 3598-70-74 ECE

Property Coverages**Limit Of Insurance****ANY OTHER LOCATION**

ACCOUNTS RECEIVABLE	\$ 50,000
BUILDING COMPONENTS	\$ 50,000
ELECTRONIC DATA PROCESSING PROPERTY	\$ 50,000
FINE ARTS	\$ 50,000
PERSONAL PROPERTY	\$ 50,000
RESEARCH AND DEVELOPMENT PROPERTY	\$ 50,000
VALUABLE PAPERS	\$ 50,000

DEBRIS REMOVAL

PREMISES SHOWN IN THE DECLARATIONS	\$ 100,000
ANY OTHER LOCATION	\$ 25,000
IN TRANSIT	\$ 25,000

DEFERRED PAYMENTS

\$ 25,000

EXHIBITION, FAIR OR TRADE SHOW

ELECTRONIC DATA PROCESSING PROPERTY	\$ 50,000
FINE ARTS	\$ 50,000
PERSONAL PROPERTY	\$ 50,000

EXTRA EXPENSE

\$ 100,000

FUNGUS CLEAN-UP OR REMOVAL

\$ 25,000

INSTALLATION

ANY JOB SITE	\$ 25,000
IN TRANSIT	\$ 25,000

IN TRANSIT

ACCOUNTS RECEIVABLE	\$ 25,000
BUILDING COMPONENTS	\$ 25,000
ELECTRONIC DATA PROCESSING PROPERTY	\$ 50,000
FINE ARTS	\$ 25,000
PERSONAL PROPERTY	\$ 25,000
VALUABLE PAPERS	\$ 25,000

Property Coverages	Limit Of Insurance
LOSS OF MASTER KEY	\$ 15,000
LOSS PREVENTION EXPENSES	\$ 15,000
MOBILE COMMUNICATION PROPERTY (GREATER THAN 1,000 FEET FROM A PREMISES SHOWN IN THE DECLARATIONS)	\$ 15,000
MONEY & SECURITIES	
ON PREMISES	\$ 15,000
OFF PREMISES	\$ 15,000
POLLUTANT CLEAN-UP OR REMOVAL	\$ 25,000
PROCESSING WATER	\$ 10,000
PREPARATION OF LOSS FEES	\$ 10,000

The following displays the Coverages and the applicable Limits Of Insurance for:

Newly Acquired Premises Or Newly Acquired Or Constructed Property	Limit Of Insurance
BUILDING	\$2,500,000
PERSONAL PROPERTY	\$ 1,000,000
PERSONAL PROPERTY AT EXISTING PREMISES	\$ 100,000
ELECTRONIC DATA PROCESSING EQUIPMENT	\$ 1,000,000
ELECTRONIC DATA	\$ 50,000
COMMUNICATION PROPERTY	\$ 50,000
FINE ARTS	\$ 25,000

Supplementary Declarations - Property

Effective Date APRIL 14, 2025

Policy Number 3598-70-74 ECE

You may purchase increased Limits Of Insurance for any of the Newly Acquired Premises or Newly Acquired or Constructed Property Limits Of Insurance shown above and we will charge you an additional premium. If you purchase such increased Limits Of Insurance, the Limits Of Insurance shown in the Declarations will reflect your total limit, including the Limits Of Insurance shown above.



Authorized Representative

Chubb. Insured.™

Property Insurance**Building And Personal Property****Table Of Contents**

Premises Coverages		Errors In Systems Programming	14
Building Or Personal Property	3	Fire To Property Of Others	15
Accounts Receivable	3	Flood	15
Burglary Damage To Building	3	Forgery	15
Electronic Data Processing Property	3	Fungus	15
Fine Arts	4	Governmental Or Military Action	16
Fungus Clean-up Or Removal	4	Inherent Vice/Latent Defect	16
Leasehold Interest – Bonus Payment, Prepaid Rent, Sublease Profit, Tenants' Lease Interest	4	Insects Or Animals	16
Leasehold Interest – Undamaged Tenant's Improvements And Betterments	5	Mechanical Breakdown (Other Than Abrupt And Accidental)	17
Loss Of Master Key	5	Nuclear Hazard	17
Loss Prevention Expenses	5	Planning, Design, Materials Or Maintenance	18
Money And Securities – On Premises	5	Pollutants	18
Non-Owned Detached Trailers	6	Repair, Restoration Or Retouching	18
Outdoor Trees, Shrubs, Plants Or Lawns	6	Settling	19
Pair And Set	6	Utility Supply Failure	19
Personal Property Of Employees	6	War And Military Action	19
Processing Water	6	Wear And Tear	20
Public Safety Service Charges	6	Limits Of Insurance	
Removal	7	Automatic Increase In Limits	20
Research And Development Property	7	Building Extended Limit Of Insurance	20
Valuable Papers	7	Deductible	21
Additional Coverages		Loss Payment Basis	
Any Other Location	7	Our Loss Payment Options	21
Arson Or Theft Reward	8	Replacement Cost Basis	21
Deferred Payments	8	Accounts Receivable	22
Exhibition, Fair Or Trade Show	8	Actual Cash Value Basis	22
Fire Protection Equipment	8	Brands And Labels	23
In Transit	9	Construction Fees	23
Installation	9	Extended Warranties	23
Mobile Communication Property	10	Fine Arts	23
Money And Securities Off Premises	10	Historic Buildings	23
Newly Acquired Property	10	Money	23
Pollutant Clean-up Or Removal	11	Ordinance Or Law Or Green Standards	24
Preparation Of Loss Fees	12	Pair Or Set – Fine Arts	25
Debris Removal Coverage		Securities	25
Debris Removal	12	Valuable Papers	26
Exclusions		Loss Payment Basis Exceptions	
Acts Or Decisions	13	Covered Property Not Owned By You	26
Audit	13	Deferred Payments	26
Bookkeeping	13	Electronic Data	26
Business Errors	13	Finished Stock And Sold Personal Property	26
Disappearance	13	Gold, Gold Salts And Other Precious Metals	27
Dishonesty	14	Nuclear Hazard	27
Earthquake	14	Research And Development Property	27

Table Of Contents *(continued)*

Stock In Process	27
Undamaged Tenant's Improvements And Betterments	27
Loss Payment Limitations	
Accounting	27
Books And Records	27
Electronic Data	27
Expenses	28
Income, Interest Or Dividends	28
Kidnap/Ransom Or Extortion	28
Loss Of Market	28
Payment Made By Others (Money And Securities)	28
Prototypes	28
Suspension, Lapse Or Cancellation Of Any License	28
Tenant's Improvements And Betterments	29
Conditions (Including Coverage Territory)	29
Definitions	29

Contract

Words and phrases that appear in **bold** print have special meanings and are defined in the Property/Business Income Conditions And Definitions form included in this policy.

Throughout this contract, 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.

Premises Coverages

The following Premises Coverages apply only at those premises for which a Limit Of Insurance applicable to such coverages is shown in the Declarations.

Except as otherwise provided, the loss or damage must:

- be caused by or result from a peril not otherwise excluded; and
- occur at, or within 1,000 feet of, the premises shown in the Declarations.

Building Or Personal Property

We will pay for direct physical loss or damage to:

- **building**; or
- **personal property**,

caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Building Or Personal Property shown in the Declarations.

Accounts Receivable

We will pay for the **accounts receivable** loss you incur caused by or resulting from direct physical loss or damage to your **accounts receivable records** caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Accounts Receivable shown in the Declarations.

Burglary Damage To Building

We will pay for direct physical loss or damage to a **building**:

- you do not own;
- you occupy; and
- for which you are contractually liable,

caused by or resulting from burglary or any attempt at burglary, not to exceed the Limit Of Insurance for Personal Property shown in the Declarations for the premises where the loss or damage occurred.

This Premises Coverage does not apply:

- to ensuing loss or damage caused by or resulting from a peril not otherwise excluded; or
- if a Limit Of Insurance for Building applicable to the premises, where the loss or damage occurred, is shown in the Declarations.

Electronic Data Processing Property

We will pay for direct physical loss or damage to **electronic data processing property** caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Electronic Data Processing Property shown in the Declarations.

Premises Coverages

(continued)

Fine Arts

We will pay for direct physical loss or damage to **fine arts** caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Fine Arts shown in the Declarations.

Fungus Clean-up Or Removal

We will pay the costs you incur to clean up, remove, restore or replace covered property because of the presence of **fungus** at the premises shown in the Declarations.

The most we will pay at the premises for the sum of all such covered costs that occur during each separate 12 month policy period, regardless of whether this Premises Coverage appears in any other contract or contracts that form part of this policy is the applicable Limit Of Insurance for Fungus Clean-up Or Removal shown in the Declarations.

We will not pay for the costs to test for, monitor, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of **fungus**, other than payment for testing that is performed during the clean-up or removal of **fungus**.

This Premises Coverage does not apply if the presence of **fungus**:

- A. is caused by or results from:
 - 1. a peril that is excluded under this insurance; or
 - 2. moisture, other than **water** or **flood**, if the **flood** would be covered under this insurance;
- B. existed prior to the effective date shown in the Declarations;
- C. is not reported to us in writing as soon as possible after you first become aware, or in the exercise of reasonable care, should have become aware, of the presence of **fungus**; or
- D. is at premises that has been specifically excluded in the Declarations or by endorsement to this policy.

Leasehold Interest – Bonus Payment, Prepaid Rent, Sublease Profit, Tenants' Lease Interest

We will pay for the:

- **bonus payment;**
- **prepaid rent;**
- **sublease profit;** or
- **tenants' lease interest,**

loss you incur directly resulting from the cancellation of your written lease for the premises shown in the Declarations, not to exceed the applicable Limit Of Insurance for:

- Bonus Payment;
- Prepaid Rent;
- Sublease Profit; or
- Tenants' Lease Interest,

shown under Leasehold Interest in the Declarations.

Cancellation of the lease must be:

- by the lessor;
- by a valid condition of your lease; and

Premises Coverages**Leasehold Interest –
Bonus Payment, Prepaid
Rent, Sublease Profit,
Tenants' Lease Interest
(continued)**

- due to direct physical loss or damage to a **building** caused by or resulting from a peril not otherwise excluded at the premises shown in the Declarations.

**Leasehold Interest –
Undamaged Tenant's
Improvements And
Betterments**

We will pay for the value of undamaged **tenant's improvements and betterments** when your lease is canceled:

- by the lessor; and
- by a valid condition of your lease,

due to direct physical loss or damage to **building** or **personal property** caused by or resulting from a peril not otherwise excluded at the premises shown in the Declarations, not to exceed the applicable Limit Of Insurance for Leasehold Interest – Undamaged Tenant's Improvements And Betterments shown in the Declarations.

Loss Of Master Key

We will pay for the reasonable and necessary costs you incur to:

- replace keys or key cards;
- adjust locks to accept new keys, key cards or other entry mechanisms; or
- if required, install new locks or other entry mechanisms,

due to direct physical loss or damage caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Loss Of Master Key shown in the Declarations.

**Loss Prevention
Expenses**

We will pay the reasonable and necessary costs you incur to protect:

- **building;**
- **personal property;** or
- **research and development property,**

at the premises shown in the Declarations from imminent direct physical loss or damage caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Loss Prevention Expenses shown in the Declarations.

To the extent possible, you must notify us of your intent to incur such cost before you take any loss prevention action.

In any event, you must notify us within 48 hours after you have taken any loss prevention action.

**Money And Securities –
On Premises**

We will pay for direct physical loss or damage to **money** or **securities** caused by or resulting from a peril not otherwise excluded **on premises**, not to exceed the applicable Limit Of Insurance for Money And Securities On Premises shown in the Declarations.

Premises Coverages

(continued)

Non-Owned Detached Trailers

We will pay for direct physical loss or damage to **non-owned detached trailers** caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Non-Owned Detached Trailers shown in the Declarations.

Outdoor Trees, Shrubs, Plants Or Lawns

We will pay for direct physical loss or damage to **outdoor trees, shrubs, plants or lawns** at premises you own, rent or occupy, shown in the Declarations, caused by or resulting from a **specified peril**, other than windstorm or hail, not to exceed the applicable Limit Of Insurance for Outdoor Trees, Shrubs, Plants Or Lawns shown in the Declarations.

Pair And Set

We will pay for consequential loss to undamaged **personal property** that is part of:

- your product; or
- any product in your care, custody or control,

which has become unmarketable as a complete product, because of covered direct physical loss or damage to **personal property** which is part of the same product, not to exceed the applicable Limit Of Insurance for Pair And Set shown in the Declarations.

This Premises Coverage applies only when you have purchased a Limit Of Insurance for Personal Property.

Personal Property Of Employees

We will pay for direct physical loss or damage to **personal property of employees** caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Personal Property Of Employees shown in the Declarations.

We will also pay for direct physical loss or damage to **personal property of employees** caused by or resulting from a peril not otherwise excluded while such **personal property of employees** is away from your premises for the purpose of performing duties relating to the conduct of your business, not to exceed \$2,500 for any one employee or \$10,000 in the aggregate for any **occurrence**, regardless of the number of employees.

Processing Water

We will pay the cost you incur to replace water that is used in your processing operations and contained in any:

- above-ground tank;
- processing equipment; or
- any associated above-ground piping,

when such water has been released or rendered unusable for its intended purpose as a direct result of direct physical loss or damaged to such tank, equipment or piping caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Processing Water shown in the Declarations.

The loss or damage must occur at the premises show in the Declarations.

This Premises Coverage does not apply to fire protection equipment.

Public Safety Service Charges

We will pay the charges you:

- assume under any contract or agreement; or

Premises Coverages**Public Safety Service Charges**
(continued)

- are required to pay by local ordinance, in effect at the time of the direct physical loss or damage, if a fire department or other municipal agency charged with preserving public safety is called to save or protect covered property from direct physical loss or damage caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Public Safety Service Charges shown in the Declarations.

Removal

We will pay for direct physical loss or damage to covered property (other than a structure) while:

- being moved to another location or returned from such location to its original location; or
- temporarily stored at another location,

if you must move such covered property from such location to preserve it from imminent loss or damage caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance shown in the Declarations.

Research And Development Property

We will pay for:

- direct physical loss or damage to **research and development property** caused by or resulting from a peril not otherwise excluded; and
- the necessary and reasonable additional cost you incur to repair or replace **research and development property** that has been lost or damaged by a peril not otherwise excluded,

not to exceed the applicable Limit Of Insurance for Research And Development Property shown in the Declarations.

These additional costs must be in excess of the cost you would otherwise incur to repair or replace lost or damaged **research and development property** in order to meet your last scheduled introduction date (prior to loss or damage) for any new product which is based on such **research and development property**.

Valuable Papers

We will pay for direct physical loss or damage to **valuable papers** caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Valuable Papers shown in the Declarations.

Additional Coverages

The following Additional Coverages apply within the coverage territory.

Any Other Location

We will pay for:

- direct physical loss or damage to covered property (other than a structure); or
- **accounts receivable** loss you incur caused by or resulting from direct physical loss or damage to your **accounts receivable records**,

at unspecified premises caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for such covered property or **accounts receivable** shown under Any Other Location in the Declarations.

Additional Coverages

Any Other Location (continued)

This Additional Coverage does not apply to:

- property while at any exhibition, fair or trade show;
- property at newly acquired premises;
- property while **in transit**; or
- property at a job site or temporarily warehoused elsewhere awaiting installation at the job site.

This Additional Coverage applies only if a Limit Of Insurance applicable to such covered property or **accounts receivable** is shown under Any Other Location in the Declarations.

Arson Or Theft Reward

We will pay a reward of 25% of the covered loss or damage, up to a maximum of \$25,000, for information leading to a felony conviction arising out of direct physical loss or damage to covered property caused by or resulting from arson, larceny, burglary or vandalism.

Deferred Payments

We will pay for your interest in **personal property** that suffers direct physical loss or damage caused by or resulting from a peril not otherwise excluded and sold by you under a conditional sale or trust agreement or any installment or deferred payment plan:

- while **in transit** to buyers; or
- after delivery to buyers,

not to exceed the applicable Limit Of Insurance for Deferred Payments shown in the Declarations.

This Additional Coverage does not apply to default by the buyer of such agreement or plan.

This Additional Coverage applies only if a Limit Of Insurance for Deferred Payments is shown in the Declarations.

Exhibition, Fair Or Trade Show

We will pay for direct physical loss or damage to **personal property, electronic data processing property** (other than **mobile communication property**) or **fine arts** caused by or resulting from a peril not otherwise excluded while:

- **in transit** to or from any exhibition, fair or trade show; or
- at any exhibition, fair or trade show,

not to exceed the applicable Limit Of Insurance for such property shown under Exhibition, Fair Or Trade Show in the Declarations.

This Additional Coverage applies only if a Limit Of Insurance for such property is shown under Exhibition, Fair Or Trade Show in the Declarations.

Fire Protection Equipment

We will pay the cost you incur to refill your discharged fire protection equipment whether or not there is direct physical loss or damage to property.

This Additional Coverage is provided regardless of whether a Limit Of Insurance is shown in the Declarations.

Additional Coverages*(continued)****In Transit***

We will pay for direct physical loss or damage to:

- A. covered property (other than a structure) while **in transit**;
- B. **personal property** being shipped FOB or on other similar terms after the title of a shipment passes to the consignee; or
- C. **personal property** which has been refused by the consignee, from the time such property has been refused until:
 - 1. the time such property is returned to your premises; or
 - 2. 14 consecutive days after such property has been refused,whichever occurs first,

caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for such property shown under In Transit in the Declarations.

We will also pay for **accounts receivable** loss you incur caused by or resulting from covered direct physical loss or damage to your **accounts receivable records** while **in transit**, not to exceed the applicable Limit Of Insurance for Accounts Receivable shown under In Transit in the Declarations.

We will not attempt to collect from the consignee, unless you:

- provide us with your written consent to do so; or
- assign us your right of action.

We will also pay for:

- A. the necessary additional expenses you incur to inspect, repackage and reship **personal property** damaged by a peril not otherwise excluded;
- B. general average and salvage charges that may be assessed against your covered **personal property** shipments that are waterborne; and
- C. loss or damage to **personal property** during loading and unloading of that property from a transporting conveyance, by a peril not otherwise excluded,

not to exceed the applicable Limit Of Insurance for Personal Property shown under In Transit in the Declarations.

This Additional Coverage does not apply:

- to any property while **in transit** to or from any exhibition, fair or trade show;
- to any property while **in transit** to or from any job site;
- when you are acting as a carrier for hire;
- if you have purchased separate ocean marine insurance that covers any property **in transit**; or
- to shipments by mail, unless registered.

Installation

We will pay for direct physical loss or damage to **personal property** caused by or resulting from a peril not otherwise excluded while such **personal property** is:

- A. at a job site or temporarily warehoused elsewhere:
 - 1. awaiting and during installation;
 - 2. awaiting and during tests; or

Additional Coverages

Installation (continued)

3. awaiting acceptance by the buyer,

not to exceed the applicable Limit Of Insurance for Any Job Site shown under Installation in the Declarations; or

- B. **in transit** to or from such job site or temporary warehouse, not to exceed the applicable Limit Of Insurance for In Transit shown under Installation in the Declarations.

We will not pay for any loss or damage to:

- **personal property** not a part of or destined to become part of the installation;
- tools; or
- **contractors' equipment**.

This Additional Coverage ends when the first of the following occurs:

- your interest in the **personal property** ceases;
- the buyer accepts the **personal property**;
- the **personal property** is put to use for its intended purpose; or
- this policy is terminated.

This Additional Coverage applies only if a Limit Of Insurance for Any Job Site or In Transit is shown under Installation in the Declarations.

Mobile Communication Property

We will pay for direct physical loss or damage to **mobile communication property** caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for Mobile Communication Property shown in the Declarations.

This Additional Coverage does not apply to **mobile communication property** at, or within 1,000 feet of, the premises shown in the Declarations.

Money And Securities – Off Premises

We will pay for direct physical loss or damage to **money** or **securities** caused by or resulting from a peril not otherwise excluded **off premises**, not to exceed the applicable Limit Of Insurance for Money And Securities Off Premises shown in the Declarations.

Newly Acquired Property

We will pay for direct physical loss or damage to:

- **building** under construction at existing or newly acquired premises;
- **building** or other covered property at newly acquired premises; or
- newly acquired covered property (other than a structure) at existing premises shown in the Declarations,

caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance for such covered property shown in the Declarations under Newly Acquired Premises or Newly Acquired Or Constructed Property.

This Additional Coverage applies until the first of the following occurs:

- you report the value of the **building** or other covered property at the newly acquired premises to us and we add such **building** or other covered property to this policy;
- you report the value of the newly acquired covered property at the existing premises shown in the Declarations, and we add such covered property to this policy;

Additional Coverages**Newly Acquired Property
(continued)**

- 180 days pass from the date you acquire the premises, covered property (other than a structure), or construction begins on the **building**; or
- this policy expires.

We will charge you additional premium for the reported values from the date you acquire such premises or covered property, or construction begins on the **building**, if we add such premises, covered property or **building** to this policy.

Covered property being moved from a vacated premises to a new premises is not considered newly acquired covered property.

**Pollutant Clean-up Or
Removal**

We will pay the costs you incur to clean up or remove **pollutants** from land, water or air:

- A. at the premises shown in the Declarations and either inside or outside of a **building**; or
- B. if the **pollutants** were part of:
 1. **personal property**;
 2. **research and development property**; or
 3. **building components**,
 while **in transit**,

if the presence of such **pollutants** on or in such land, water or air is caused by or results from a peril not otherwise excluded.

The costs will be paid only if they are reported to us in writing within 180 days of the date the peril occurred which caused or resulted in the presence of the **pollutants**.

The most we will pay:

- at a premises shown in the Declarations; and
- for any property **in transit**,

for all such covered costs that occur during each separate 12 month policy period, regardless of whether this Additional Coverage appears in any other contract or contracts that form part of this policy, is the applicable Limit Of Insurance for Pollutant Clean-up Or Removal shown in the Declarations.

We will not pay for the costs to test for, monitor, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of **pollutants**, other than payment for testing that is performed during the clean up or removal of the **pollutants** from the land, water or air, either inside or outside of a **building**.

This Additional Coverage does not apply if the presence of **pollutants**:

- is caused by or results from a peril that is excluded under this insurance; or
- occurred prior to the effective date shown in the Declarations.

Additional Coverages

(continued)

Preparation Of Loss Fees

We will pay the reasonable and necessary expenses we require you to incur after covered direct physical loss or damage to covered property to determine the extent of such loss or damage, not to exceed the applicable Limit Of Insurance for Preparation Of Loss Fees shown in the Declarations.

This Additional Coverage does not apply to any expenses you incur for any:

- insurance adjuster, consultant, or attorney; or
- of your subsidiaries or affiliates.

Debris Removal Coverage

The following Debris Removal Coverage applies.

Debris Removal

- A. We will pay for the costs you incur to:
1. demolish and remove debris of damaged covered property (other than **outdoor trees, shrubs, plants or lawns**) caused by or resulting from a peril not otherwise excluded that occurs during the policy period; or
 2. remove debris of damaged **outdoor trees, shrubs, plants or lawns** at the premises shown in the Declarations, caused by or resulting from a **specified peril**, other than windstorm or hail, that occurs during the policy period.
- B. The most we will pay for debris removal is the lesser of:
1. 25% of the covered direct physical loss or damage; or
 2. the remaining applicable Limit Of Insurance for such covered property shown in the Declarations, after payment of the covered direct physical loss or damage.
- C. If the amount in B. above is insufficient to pay the debris removal, we will pay the remaining debris removal, subject to the applicable Limit Of Insurance shown under Debris Removal in the Declarations.
- We will also pay up to \$10,000 for the costs you incur at each premises to remove debris that is blown onto your premises by wind, if the wind would be covered by this insurance.
- D. Debris removal will be paid only if:
1. reported to us in writing within 180 days of the date of the covered direct physical loss or damage; and
 2. a Limit Of Insurance applicable to the damaged covered property is shown in the Declarations.
- E. Debris removal does not apply to costs to:
1. a. clean up or remove **pollutants** from land, water or air;
 - b. clean up, remove, restore or replace covered property because of the presence of **fungus**; or
 - c. clean up, remove, restore or replace polluted land, water or air, either inside or outside of a **building**; or
 2. demolish and clear the site of the undamaged portion of the **building**.
-

Exclusions

The following Exclusions apply.

Acts Or Decisions

This insurance does not apply to loss or damage caused by or resulting from acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

This Acts Or Decisions exclusion does not apply to ensuing loss or damage caused by or resulting from a peril not otherwise excluded.

Audit

This insurance does not apply to **accounts receivable** loss disclosed by an audit or inventory count. In the event the loss or damage is established by independent means, you may use an audit or inventory count to support your claim for that loss.

Bookkeeping

This insurance does not apply to **accounts receivable** loss caused by or resulting from bookkeeping, accounting or billing errors or omissions.

Business Errors

This insurance does not apply to loss or damage (including the costs of correcting or making good) caused by or resulting from errors in the:

- altering;
- calibrating;
- constructing;
- developing;
- distributing;
- installing;
- manufacturing;
- maintaining;
- processing;
- repairing;
- researching; or
- testing,

of part or all of any property.

This Business Errors exclusion does not apply to:

- **accounts receivable records, fine arts, money, securities or valuable papers;**
- loss or damage that results to other covered property; or
- ensuing loss or damage caused by or resulting from a peril not otherwise excluded.

Disappearance

This insurance does not apply to loss or damage caused by or resulting from:

- disappearance; or
- shortage disclosed on taking inventory,

where there is no physical evidence to show what happened.

Exclusions

Disappearance (continued)

This Disappearance exclusion does not apply to:

- **accounts receivable records, electronic data processing property, fine arts, money, securities, personal property while in transit, research and development property or valuable papers; or**
- ensuing loss or damage caused by or resulting from a peril not otherwise excluded.

Dishonesty

This insurance does not apply to loss or damage caused by or resulting from fraudulent, dishonest or criminal acts or omission committed alone or in collusion with others by you, your partners, members, officers, managers, directors, trustees, employees, anyone performing acts coming within the scope of the usual duties of your employees, or by anyone authorized to act for you, or anyone to whom you have entrusted covered property for any purpose.

This Dishonesty exclusion does not apply to:

- A. acts of vandalism;
- B. acts committed by carriers or warehousemen for hire or anyone claiming to be a carrier or warehousemen for hire, other than:
 - 1. you, your partners, directors, trustees and employees;
 - 2. anyone performing acts coming within the scope of the usual duties of your employees; or
 - 3. anyone authorized to act for you; or
- C. ensuing loss or damage caused by or resulting from a peril not otherwise excluded.

Earthquake

This insurance does not apply to loss or damage caused by or resulting from earthquake, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

This Earthquake exclusion does not apply to:

- **accounts receivable records, fine arts, money, securities, personal property while in transit, research and development property or valuable papers;**
- **electronic data processing property**, except for earthquake in the state of California; or
- ensuing loss or damage caused by or resulting from a **specified peril**.

Errors In Systems Programming

This insurance does not apply to loss or damage (including the costs of correcting or making good) caused by or resulting from:

- A. errors or omissions in the development of, programming of, or instructions to:
 - 1. **electronic data processing property**; or
 - 2. a machine; or
- B. **electronic data** which is faulty, inadequate or defective for the use intended at the time of loss or damage.

Exclusions**Errors In Systems
Programming**
(continued)

This Errors In Systems Programming exclusion does not apply to:

- **accounts receivable records, electronic data processing property, fine arts, money, securities, personal property while in transit, research and development property or valuable papers; or**
- ensuing loss or damage caused by or resulting from a **specified peril**.

**Fire To Property Of
Others**

This insurance does not apply to loss or damage to **money** or **securities** of others that you hold as a pledge or as collateral, caused by or resulting from fire.

Flood

This insurance does not apply to loss or damage caused by or resulting from:

- waves, tidal water or tidal waves; or
- rising, overflowing or breaking of any boundary,

of any natural or man-made lakes, reservoirs, ponds, brooks, rivers, streams, harbors, oceans or any other body of water or watercourse, whether driven by wind or not, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

This Flood exclusion does not apply to:

- **accounts receivable records, electronic data processing property, fine arts, money, securities, personal property while in transit, research and development property or valuable papers; or**
- ensuing loss or damage caused by or resulting from a **specified peril**.

Forgery

This insurance does not apply to loss or damage to **money** or **securities** caused by or resulting from forgery.

Fungus

This insurance does not apply to loss or damage:

- which is **fungus**;
- which is in anyway attributed to the presence of **fungus**; or
- caused by or resulting from **fungus**,

regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

Exclusions

Fungus (continued)

This Fungus exclusion does not apply:

- A. when the presence of **fungus** results from:
 - 1. explosion;
 - 2. fire;
 - 3. leakage from fire protection equipment; or
 - 4. lightning; or
- B. to the extent insurance is provided under the Fungus Clean-up Or Removal Premises Coverage; or
- C. to **accounts receivable records, electronic data processing property, fine arts, money, securities, personal property while in transit, research and development property or valuable papers.**

Governmental Or Military Action

This insurance does not apply to loss or damage caused by or resulting from seizure, confiscation, expropriation, nationalization or destruction of property by order of governmental or military authority, whether de jure or de facto, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

This Governmental Or Military Action exclusion does not apply to loss or damage caused by or resulting from acts of destruction ordered by governmental or military authority:

- A. when taken at the time of a fire to prevent its spread, if the fire would be covered under this insurance; or
- B. if the act of destruction is made necessary by direct physical loss or damage to:
 - 1. covered property while **in transit**; or
 - 2. a conveyance in or on which covered property while **in transit** is loaded, caused by or resulting from a peril not otherwise excluded.

Inherent Vice/Latent Defect

This insurance does not apply to loss or damage caused by or resulting from inherent vice or latent defect.

This Inherent Vice/Latent Defect exclusion does not apply to:

- **accounts receivable records, electronic data processing property, fine arts, money, securities or valuable papers;**
- loss or damage caused by or resulting from a **specified peril**; or
- ensuing loss or damage caused by or resulting from a **specified peril or water.**

Insects Or Animals

This insurance does not apply to loss or damage caused by or resulting from nesting or infestation by, or discharge or release of waste products or secretions of any insect, bird, rodent or other animal.

Exclusions

Insects Or Animals (continued)

This Insects Or Animals exclusion does not apply to:

- **accounts receivable records, electronic data processing property, money, securities or valuable papers;** or
- ensuing loss or damage caused by or resulting from a peril not otherwise excluded.

Mechanical Breakdown (Other Than Abrupt And Accidental)

This insurance does not apply to loss or damage caused by or resulting from mechanical breakdown.

This Mechanical Breakdown (Other Than Abrupt And Accidental) exclusion does not apply to:

- A. abrupt and accidental breakdown of **mechanical or electrical system or apparatus** which causes direct physical loss or damage to all or part of that **mechanical or electrical system or apparatus** provided the direct physical loss or damage becomes manifest at the time of the breakdown that caused it.

Abrupt and accidental breakdown of **mechanical or electrical system or apparatus** does not include:

1. rust, oxidation or corrosion;
 2. faulty, inadequate or defective design, plan, specifications or installation;
 3. failure of **mechanical or electrical system or apparatus** to perform in accordance with plans or specifications; or
 4. freezing caused by or resulting from weather conditions;
- B. ensuing loss or damage caused by or resulting from a peril not otherwise excluded; or
- C. **accounts receivable records, electronic data processing property, fine arts, money, securities or valuable papers.**

Nuclear Hazard

This insurance does not apply to loss or damage caused by or resulting from nuclear reaction or radiation, or radioactive contamination, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

This Nuclear Hazard exclusion does not apply to ensuing loss or damage to:

- **building;**
- **personal property;**
- **personal property of employees;** or
- **research and development property,**

caused by or resulting from fire, if the fire would be covered under this insurance and there is a law in effect in the jurisdiction where the loss or damage occurs that expressly prohibits us from excluding such ensuing loss or damage.

Exclusions

(continued)

Planning, Design, Materials Or Maintenance

This insurance does not apply to loss or damage (including the costs of correcting or making good) caused by or resulting from any faulty, inadequate or defective:

- planning, zoning, development, surveying, siting;
- design, specifications, plans, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- materials used in repair, construction, renovation or remodeling; or
- maintenance,

of part or all of any property on or off the premises shown in the Declarations.

This Planning, Design, Materials Or Maintenance exclusion does not apply to ensuing loss or damage caused by or resulting from a peril not otherwise excluded.

Pollutants

This insurance does not apply to loss or damage caused by or resulting from the mixture of or contact between property and a **pollutant** when such mixture or contact causes the property to be impure and harmful to:

- itself or other property;
- persons, animals or plants;
- land, water or air; or
- any other part of an environment,

either inside or outside of a building or other structure, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

This Pollutants exclusion does not apply to:

- A. the mixture of or contact between property and **pollutants** if the mixture or contact is directly caused by or directly results from a **specified peril**;
- B. any solid, liquid or gas used to suppress fire;
- C. **water**; or
- D. **accounts receivable records, electronic data processing property, fine arts, money, securities, personal property while in transit, research and development property or valuable papers.**

Paragraphs B and C do not apply to loss or damage involving:

- viruses or pathogens; or
- ammonia.

Repair, Restoration Or Retouching

This insurance does not apply to loss or damage to **fine arts** caused by or resulting from repair, restoration or retouching.

Exclusions*(continued)***Settling**

This insurance does not apply to loss or damage caused by or resulting from settling, cracking, shrinking, bulging or expansion of land, paved or concrete surfaces, foundations, pools, **buildings** or other structures.

This Settling exclusion does not apply to:

- **accounts receivable records, electronic data processing property, fine arts, money, securities, personal property while in transit, research and development property or valuable papers; or**
- ensuing loss or damage caused by or resulting from a **specified peril**.

Utility Supply Failure

This insurance does not apply to loss or damage caused by or resulting from suspension or reduction of:

- water services;
- electrical or other power services;
- natural gas or other fuel services; or
- internet or other communication services,

regardless of any other cause or event that:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

This Utility Supply Failure exclusion does not apply:

- if the suspension or reduction of such services is the direct result of direct physical loss or damage caused by or resulting from a peril not otherwise excluded;
- to **accounts receivable records, fine arts, money, securities or valuable papers; or**
- to ensuing loss or damage caused by or resulting from a **specified peril**.

War And Military Action

This insurance does not apply to loss or damage caused by or resulting from:

- war, including undeclared or civil war;
- 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
- insurrection, rebellion, revolution, usurped power or action taken by governmental or military authority, whether de jure or de facto, in hindering or defending against any of these,

regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or

Exclusions

War And Military Action (continued)

- contributes in any sequence to,
the loss or damage, even if such other cause or event would otherwise be covered.

Wear And Tear

This insurance does not apply to loss or damage caused by or resulting from wear and tear or deterioration.

This Wear And Tear exclusion does not apply to:

- **money or securities** ; or
- ensuing loss or damage caused by or resulting from a **specified peril or water**.

Limits Of Insurance

Except as provided under Fungus Clean-up Or Removal and Pollutant Clean-up Or Removal, the most we will pay in any **occurrence** is the amount of loss or damage, not to exceed the applicable Limit Of Insurance shown in the Declarations.

If any Premises Coverage or Additional Coverage appears in more than one contract which form a part of this policy, unless otherwise specified, the applicable Limit Of Insurance shown in the Declarations for such coverages is the most we will pay in any **occurrence**, regardless of the number of contracts in which such Premises Coverage or Additional Coverage appears.

Automatic Increase In Limits

The Limits Of Insurance for Building or Personal Property will automatically increase by the annual percentage shown in the Declarations under Automatic Increase In Limits. At the time of loss or damage, the amount of increase will be determined by multiplying the applicable Limit Of Insurance shown in the Declarations by the percentage of annual increase applied on a pro rata basis.

This Automatic Increase In Limits:

- A. applies only to a premises shown in the Declarations for which the Automatic Increase In Limits is shown; and
- B. does not apply to any Limit of Insurance applicable to:
 - 1. more than one **building**;
 - 2. **personal property** in more than one **building**;
 - 3. **building** and **personal property** combined; or
 - 4. **building** or **personal property** combined with any other coverage.

Building Extended Limit Of Insurance

If an Extended Limit Of Insurance for Building is shown in the Declarations, the most we will pay in any **occurrence** is the amount of loss or damage, not to exceed 125% of the applicable Limit Of Insurance for Building shown in the Declarations.

The Extended Limit Of Insurance for Building:

- applies only to **building** at a premises shown in the Declarations for which the Extended Limit Of Insurance for Building is shown; and
 - does not apply to any Limit Of Insurance applicable to more than one **building** or **building** and any other coverage combined.
-

Deductible

Subject to the applicable Limit Of Insurance, we will pay the amount of loss or damage, after application of Coinsurance if applicable, in excess of the applicable deductible amount shown in the Declarations for each **occurrence**.

If two or more deductibles apply to the same **occurrence**, only the largest single deductible will apply, unless otherwise stated.

Loss Payment Basis

The following Loss Payment Basis provisions apply.

Subject to the applicable Limit Of Insurance shown in the Declarations:

- A. covered property is valued on a replacement cost basis as described below, unless:
 - 1. the Loss Payment Basis shown in the Declarations is Actual Cash Value; or
 - 2. otherwise stated under Loss Payment Basis Exceptions; and
- B. valuation also includes, for covered property, costs you incur as described below under Ordinance Or Law Or Green Standards, Construction Fees, Brands And Labels and Extended Warranties.

Our Loss Payment Options

In the event of loss or damage covered by this insurance, at our option, we will either:

- pay the covered value of the lost or damaged covered property;
- pay the cost of repairing or replacing the lost or damaged covered property plus any reduction in value of the repaired item;
- take all or any part of the covered property at an agreed or appraised value; or
- repair or replace the covered property with other such property of comparable material and quality for the same use or occupancy.

Replacement Cost Basis

Lost or damaged covered property will be valued at the cost to repair or replace such property at the time of loss or damage, but not more than you actually spend to repair or replace such property at the same or another location for the same use or occupancy. There is no deduction for physical deterioration or depreciation.

If you replace the lost or damaged covered property, the valuation includes customs duties incurred.

If you do not repair or replace the covered property, we will only pay as provided under Actual Cash Value Basis.

If you commence the repair or replacement of the lost or damaged covered property within 24 months from the date of the loss or damage, we will pay you the difference between the actual cash value previously paid and the lesser of the:

- replacement cost at the time of loss or damage; or
- actual costs you incur to repair or replace.

Payment under the Replacement Cost Basis will not be made until the completion of the repairs or the replacement of the covered property.

Loss Payment Basis

(continued)

Accounts Receivable

Accounts receivable loss payment will be determined as follows:

- A. When there is proof that a covered loss has occurred but you cannot accurately establish the amount of **accounts receivable** outstanding at the time of the loss, the amount of the loss will be based on your latest financial statements and will be computed as follows:
1. determine the amount of all outstanding **accounts receivable** at the end of the same month in the year immediately preceding the year in which the loss occurred;
 2. determine your total gross sales of goods and services for the 12 month period immediately preceding the month in which the loss occurred;
 3. determine your total gross sales of goods and services for the 12 month period immediately preceding the same month in the year immediately preceding the year in which the loss occurred;
 4. calculate the percentage increase or decrease of step 2 over step 3;
 5. the total amount of **accounts receivable** as of the last day of the month in which the loss occurs will be the amount determined in step 4; and
 6. the established monthly amount of **accounts receivable** will be adjusted for the normal fluctuation in the amount of **accounts receivable** in the month in which the loss occurs.
- B. We will deduct from the established total amount of **accounts receivable**:
1. the amount of any accounts evidenced by records not lost or damaged;
 2. any other amounts you are able to establish or collect; and
 3. an amount to allow for probable bad debts, returns, discounts and allowances which you normally would have been unable to collect.
- C. If you recover the amount of any **accounts receivable** that were included in the amount of the paid loss, you will return the recovered amount to us, up to the total amount of the paid loss. You will keep the amount of any **accounts receivable** you recover in excess of the amount of the paid loss.
- D. You shall take reasonable measures to attempt the reproduction of **accounts receivable records** in an effort to mitigate your **accounts receivable** loss.

Actual Cash Value Basis

If the Loss Payment Basis shown in the Declarations is Actual Cash Value, lost or damaged covered property will be valued at the cost to repair or replace such property at the time of loss or damage with material of like kind and quality, less allowance for each of the following:

- physical deterioration;
- physical depreciation;
- obsolescence; and
- depletion.

Brands And Labels

Personal property valuation includes the cost of:

- replacing labels, capsules, wrappers or containers from lost or damaged **personal property**; and
- identifying and reconditioning lost or damaged **personal property**.

Loss Payment Basis**Brands And Labels**
(continued)

In the event of loss or damage to **stock**, you have two options when:

- you do not want to sell your lost or damaged **stock** under your brand or label; or
- the owner of any lost or damaged **stock** in your care, custody or control does not want to sell that lost or damaged **stock** under the owner's brand or label,

even though the lost or damaged **stock** has salvage value, you may:

- remove the brand or label and then relabel the lost or damaged **stock** to comply with the law; or
- label the lost or damaged **stock** as “salvage” but, in doing so, cause no further loss or damage to the **stock**.

In either case, the **personal property** valuation will include the difference between:

- the salvage value of the lost or damaged **stock** with the brand or label attached; and
- the salvage value of the lost or damaged **stock** with the brand or label removed.

Construction Fees

Covered property valuation includes necessary and incurred architectural, engineering, consulting, decorating and supervisory fees related to the construction and repair of the lost or damaged covered property.

Extended Warranties

Covered property (other than a structure) valuation includes the pro rata portion of the original cost based on the period of time remaining in your nonrefundable extended warranties, maintenance contracts or service contracts that you purchased and which are no longer valid on such lost or damaged covered property that you repair or replace.

Fine Arts

Fine arts are valued based on **market value**.

Historic Buildings

If lost or damaged **building** is generally recognized as having historic or aesthetic value and you repair or replace such **building**, the valuation will include the cost to repair or replace with the same materials, workmanship and architectural features provided they are reasonably available. In the event that such materials, workmanship or architectural features are not reasonably available, the valuation will include the cost to repair or replace with materials, workmanship and architectural features that most closely resemble those that existed before the loss or damage occurred.

Money

Money is valued based on:

- the face value of United States or Canadian currency if the loss involves United States or Canadian currency; or
- the United States dollar value of a foreign currency based on the free currency rate of exchange in effect on the day any loss involving foreign currency is discovered.

If the loss occurs before the **money** has been counted and recorded by you, the value of the **money** will not exceed the amount that is reasonably estimated and satisfactory to us.

Loss Payment Basis

(continued)

Ordinance Or Law Or Green Standards

If:

- there is an ordinance or law in effect at the time of loss or damage that mandates **green standards** or otherwise regulates zoning, land use or construction of covered property, and if that ordinance or law affects the repair or replacement of the lost or damaged covered property; or
- **green standards**, to the extent lost or damaged covered property complied with such standards prior to loss or damage, affect the repair or replacement of such property,

and you:

- A. repair or replace the covered property as soon as reasonably possible, the valuation will include:
1. a. the replacement cost of the damaged and undamaged portions of the covered property, including necessary and incurred **green expenses**; or
 - b. the actual cash value of the damaged and undamaged portions of the covered property (if the applicable Loss Payment Basis shown in the Declarations is Actual Cash Value);
 2. the costs to demolish and clear the site of the undamaged portion of the covered property; and
 3. the increased cost to repair or replace the **building** to the same general size at the same site or other covered property for the same general use, to the minimum standards of such ordinance or law or **green standards**, except we will not include any costs:
 - a. for land, water or air, either inside or outside of a **building**;
 - b. for paved or concrete surfaces, retaining walls, foundations or supports below the surface of the lowest floor or basement, unless specifically covered by this policy, or **outdoor trees, shrubs, plants or lawns**;
 - c. incurred outside the legal property boundary of the premises shown in the Declarations;
 - d. if covered property is valued on an actual cash value basis; or
 - e. attributable to any ordinance or law that you were required to, but failed to, comply with before the loss; or
- B. do not repair or replace the covered property, the valuation will include:
1. the actual cash value of the damaged and undamaged portions of the covered property; and
 2. the cost to demolish and clear the site of the undamaged portion of the covered property.

When direct physical loss or damage is caused by or results from both:

- a peril not otherwise excluded; and
- an excluded peril,

the valuation will not include the ordinance or law, or **green standards** costs attributable to the excluded peril. Instead, the valuation will be based on that portion of such costs equal to the proportion that the covered direct physical loss or damage bears to the total direct physical loss or damage, not including ordinance or law, or **green standards** costs, unless the ordinance or law, or **green standards** applies solely to that portion of the covered property which suffered the covered direct physical loss or damage.

Loss Payment Basis**Ordinance Or Law Or
Green Standards
(continued)**

This Loss Payment Basis does not apply to:

- any costs for undamaged **tenant's improvements and betterments** that are payable under the Leasehold Interest – Undamaged Tenant's Improvements and Betterments Premises Coverage;
- any increase in costs, loss or damage associated with the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **fungus** or **pollutants**;
- any increase in **green expenses** attributable to testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **fungus** or **pollutants**; or
- loss or damage caused by or resulting from fire which ensues from nuclear reaction or radiation, or radioactive contamination,

regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

This Ordinance Or Law Or Green Standards Loss Payment Basis does not apply to the Fungus Clean-up Or Removal Premises Coverage or Pollutant Clean-up Or Removal Additional Coverage.

If a maximum value for ordinance or law or **green standards** is shown in the Declarations, then, subject to the applicable Limits Of Insurance shown in the Declarations, such maximum value is the most we will consider under this Loss Payment Basis provision.

Pair Or Set – Fine Arts

In the event of loss or damage to **fine arts** that are part of a pair or set, at your option, we will either pay:

- the **market value** of the entire pair or set. You will return to us the remaining items;
- the cost to repair the lost or damaged items. You will keep the undamaged items. If the pair or set with the repaired items has a lower value than it had prior to the loss, we will also pay that difference. In no event will we pay more than the value that the pair or set had prior to the loss or damage; or
- the **market value** of the lost or damaged items prior to the loss or damage when the items cannot be found or repaired. You will keep the undamaged items. If the remaining items have a reduced value, we will pay the difference between the value of the remaining items prior to the loss or damage and after the loss or damage. In no event will we pay more than the value the pair or set had prior to the loss or damage.

Securities

Securities are valued based on the lesser of the following:

- the actual market value of the **securities** at the end of the last business day before the loss is discovered; or
- the actual cost of replacing the **securities** on the day loss payment is made.

Property of others that you hold as a pledge or as collateral for a loan is valued at:

- actual cash value at the time you made the loan; or

Loss Payment Basis

Securities (continued)

- the amount of the loan that remains unpaid at the time of loss, plus accrued interest on that amount at legal interest rates.

Valuable Papers

Valuable papers are valued at the cost to replace or reproduce such papers at the time of direct physical loss or damage when they are actually replaced or reproduced.

If:

- **valuable papers** are not replaced or reproduced; or
- the applicable Limit Of Insurance for Valuable Papers has been exhausted,

the value is based on the cost of blank materials and the cost of copying from a duplicate source on the same type of materials.

Loss Payment Basis Exceptions

The following Loss Payment Basis Exceptions apply.

Covered Property Not Owned By You

Covered property not owned by you is valued on the same basis as such property when owned by you, subject to all other exceptions described under Loss Payment Basis Exceptions, but we will not pay more than the amount for which you are contractually liable.

Labor, materials and services that you furnish or arrange on covered property not owned by you is valued based on the actual cost of the labor, materials and services.

Deferred Payments

When a total loss occurs, Deferred Payments are valued based on the amount shown on your books as due from the buyer.

When partial loss or damage occurs and the buyer refuses to continue payment, forcing you to repossess, Deferred Payments will be valued as follows:

If the realized value of the repossessed **personal property** is:

- greater than or equal to the amount shown on your books as due from the buyer, we will make no payment; or
- less than the amount shown on your books as due from the buyer, we will pay the difference, less any amount that was past due by more than 30 days.

Electronic Data

Electronic data is valued at the cost to repair or replace such data at the time of direct physical loss or damage when the **electronic data** is actually replaced or reproduced. If the **electronic data** is not replaced or reproduced, the value is based on the cost of replacing **blank media**.

Finished Stock And Sold Personal Property

Finished stock and sold **personal property** completed and awaiting delivery are valued based on your selling price less the value of discounts and costs you would have incurred.

**Loss Payment Basis
Exceptions***(continued)***Gold, Gold Salts And
Other Precious Metals**

Gold, gold salts and other precious metals are valued based on the average market cost for replacement as published by the American Metals Market during the period of 10 business days immediately preceding the date of loss or damage, or the actual sum you pay for replacement, whichever is less.

Nuclear Hazard

Covered property which suffers direct physical loss or damage caused by or resulting from fire which ensues from nuclear reaction or radiation, or radioactive contamination, is valued on an actual cash value basis, subject to all other exceptions described under Loss Payment Basis Exceptions.

**Research And
Development Property**

If lost or damaged **research and development property**:

- cannot be repaired, replaced, or reproduced; or
 - is not replaced or reproduced,
- no payment will be made under this insurance.

Stock In Process

Stock in process is valued based on the cost of raw materials and costs expended as of the date of loss or damage.

**Undamaged Tenant's
Improvements And
Betterments**

Undamaged **tenant's improvements and betterments** are valued based on:

- the cost to replace undamaged **tenant's improvements and betterments** at the time of loss or damage at another site if you commence replacement within 24 months following the termination of your lease; or
- the **unamortized** portion of their original cost to you if you do not replace undamaged **tenant's improvements and betterments**.

**Loss Payment
Limitations**

The following Loss Payment Limitations apply.

Accounting

This insurance does not apply to loss or damage to **money** or **securities** caused by or resulting from accounting, mathematical or record-keeping errors.

Books And Records

This insurance does not apply to loss or damage to **money** or **securities** that are manuscripts, records, accounts, media, microfilm or tapes.

Electronic Data

We will not pay for any loss or damage to **electronic data** caused by or resulting from **malicious programming** regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or

Loss Payment Limitations

Electronic Data (continued)

- contributes in any sequence to,
- The loss or damage, even if such other cause or event would otherwise be covered.

Expenses

This insurance does not apply to any fees, costs or expenses you incur or pay:

- in establishing the existence or the amount of any loss or damage, except as provided under Preparation Of Loss Fees Additional Coverage; or
- in prosecuting or defending any legal proceeding or claim, whether or not any such proceeding results or would result in a loss or damage covered under this insurance.

Income, Interest Or Dividends

This insurance does not apply to loss of income, interest or dividends.

Kidnap/Ransom Or Extortion

This insurance does not apply to loss or damage caused by or resulting from kidnap/ransom or other extortion payments surrendered to any person as a result of a threat to do:

- bodily harm to any person; or
- damage to the premises or other property owned by you or held by you in any capacity.

This Kidnap/Ransom Or Extortion Loss Payment Limitation does not apply to **robbery of money or securities**.

Loss Of Market

We will not pay for any loss or damage that results from loss of market, loss of use or delay.

Payment Made By Others (Money And Securities)

We will deduct from any payment we make for loss or damage to **money** or **securities** the amount you recover from:

- any contract you have with an armored vehicle company;
- insurance carried by an armored vehicle company; and
- insurance carried by others.

Prototypes

When production of a new product begins, coverage under this contract ceases for:

- the **prototype** of that product; and
- the research project directly associated with the new product.

Suspension, Lapse Or Cancellation Of Any License

Leasehold Interest insurance does not apply to loss caused by or resulting from the suspension, lapse or cancellation of any license.

**Loss Payment
Limitations**
(continued)

<i>Tenant's Improvements And Betterments</i>	We will not pay for that part of any lost or damaged tenant's improvements and betterments which is paid by others.
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Conditions (Including Coverage Territory)	The conditions applicable to this contract are contained in the Property/Business Income Conditions And Definitions form included in this policy.
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Definitions	The definitions applicable to this contract are contained in the Property/Business Income Conditions And Definitions form included in this policy.
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Property Insurance

Extra Expense

Table Of Contents

Premises Coverages

Extra Expense	3
Alternative Power Generation	3
Fungus Clean-up Or Removal	4
Ingress And Egress	4

Additional Coverages

Civil Authority	5
Dependent Business Premises	5
Loss Of Utilities	5

Limits Of Insurance

6

Loss Determination

Extra Expense	6
Resumption Or Continuance Of Operations	7

Loss Payment Limitations

Debris Removal	7
Electronic Data	7
Increase Of Loss Due To Death Or Injury	7
Increase Of Loss Due To Strikers Or Others Causing A Delay	7
Loss Or Damage To Property Used To Provide Utility Services	7
Loss Or Damage To Water	7
Nuclear Hazard	8
Pollutant Clean-up Or Removal	8

Conditions (Including Coverage Territory)

8

Definitions

8

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Contract

Words and phrases that appear in **bold** print have special meanings and are defined in the Property/Business Income Conditions And Definitions form included in this policy.

Throughout this contract, the words “you” and “your” refer to the Named Insured shown in the Declarations of this policy. The words “we”, “us” and “our” refer to the company providing this insurance.

Premises Coverages

The following Premises Coverages apply only at those premises for which a Limit Of Insurance applicable to such coverages is shown in the Declarations.

Except as otherwise provided, direct physical loss or damage must:

- be caused by or result from a **covered peril**; and
- occur at, or within 1,000 feet of, the premises, other than a **dependent business premises**, shown in the Declarations.

Extra Expense

We will pay for the actual **extra expense** you incur due to the actual or potential impairment of your **operations** during the **period of restoration**, not to exceed the applicable Limit Of Insurance for Extra Expense shown in the Declarations.

This actual or potential impairment of **operations** must be caused by or result from direct physical loss or damage by a **covered peril** to **property** unless otherwise stated.

This Premises Coverage applies only at those premises:

- where you incur an **extra expense** loss; and
- for which a Limit Of Insurance for Extra Expense is shown in the Declarations.

Alternative Power Generation

We will pay for the actual **extra expense** you incur:

- due to the actual or potential impairment of your **operations**; and
- during the **period of restoration**,

to purchase substitute power from a third party due to the loss of credits, reimbursements, rebates or other sums you receive from a third party that utilizes surplus power that you generate from **alternative power generating equipment**.

The actual or potential impairment of **operations** must be caused by or result from direct physical loss or damage by a **covered peril** to **alternative power generating equipment**.

This Premises Coverage applies until the **alternative power generating equipment** is repaired or replaced and fully operational in accordance with the manufacturer's specifications.

The most we will pay for Alternative Power Generation loss is the applicable Limit of Insurance for Extra Expense shown in the Declarations.

This Alternative Power Generation Premises Coverage does not apply to any premises that supplies your premises with utility services.

Premises Coverages

(continued)

Fungus Clean-up Or Removal

We will pay for the actual **extra expense** you incur due to the actual impairment of your **operations** during the **period of restoration**, not to exceed the applicable Limit Of Insurance For Extra Expense shown in the Declarations.

This actual impairment of **operations** must be caused by or result from the presence of **fungus** at your premises shown in the Declarations.

Coverage will begin immediately after the date the **fungus** first appeared and will end:

- 45 consecutive days after this coverage begins; or
- when your impairment of **operations** ends,

whichever occurs first.

This Premises Coverage does not apply if the presence of **fungus**:

- A. is caused by or results from:
 - 1. a peril that is not a **covered peril**; or
 - 2. moisture, other than **water** or **flood**, if **flood** would be covered under this insurance;
- B. existed prior to the effective date shown in the Declarations;
- C. is not reported to us in writing as soon as possible after you first become aware, or in the exercise of reasonable care should have been aware, of the presence of **fungus**; or
- D. is at premises shown under Excluded Premises in the Declarations.

Ingress And Egress

We will pay for the actual **extra expense** you incur due to the actual or potential impairment of your **operations** when existing ingress to or egress from a premises shown in the Declarations is prevented due to direct physical loss or damage by a **covered peril** to property, provided such property is within:

- one mile; or
- the applicable miles shown in the Declarations,

from such premises, whichever is greater.

This Premises Coverage will begin at the time of direct physical loss or damage and will continue until the expiration of 30 consecutive days thereafter or whenever your business income coverage ends, whichever occurs first.

This Premises Coverage does not apply if the:

- direct physical loss or damage is caused by or results from earthquake or **flood**; or
- ingress to or egress from your premises is prohibited by civil authority.

The most we will pay for this Premises Coverage is the applicable Limit Of Insurance for Ingress And Egress shown under Extra Expense in the Declarations.

Additional Coverages

The following Additional Coverages apply within the coverage territory.

Civil Authority

We will pay for the actual **extra expense** you incur due to the actual or potential impairment of your **operations** directly caused by the prohibition of access to:

- your premises; or
- a **dependent business premises**,

by a civil authority.

This prohibition of access by a civil authority must be the direct result of direct physical loss or damage to property away from such premises or such **dependent business premises** by a **covered peril**, provided such property is within:

- one mile; or
- the applicable miles shown in the Declarations,

from such premises or **dependent business premises**, whichever is greater.

The most we will pay for Civil Authority is the applicable Limit Of Insurance for Extra Expense shown in the Declarations.

The coverage will begin immediately after the time the civil authority prohibits access and will end:

- 30 consecutive days after the coverage begins; or
- whenever your **extra expense** is no longer required,

whichever occurs first.

This Additional Coverage does not apply if the direct physical loss or damage is caused by or results from earthquake or **flood**.

Dependent Business Premises

We will pay for the actual **extra expense** you incur due to the actual or potential impairment of your **operations** during the **period of restoration**, not to exceed the applicable Limit Of Insurance for Dependent Business Premises shown under Extra Expense in the Declarations.

This actual or potential impairment of **operations** must be caused by or result from direct physical loss or damage by a **covered peril** to **property** or **personal property of a dependent business premises** at a **dependent business premises** shown in the Declarations.

This Additional Coverage does not apply if the direct physical loss or damage is caused by or results from earthquake or **flood**.

Loss Of Utilities

We will pay for the actual **extra expense** you incur due to the actual or potential impairment of your **operations**, during the **period of restoration** not to exceed the applicable Limit of Insurance for Loss Of Utilities shown under Extra Expense in the Declarations.

This actual or potential impairment of **operations** must be caused by or result from direct physical loss or damage by a **covered peril** to:

- **building**;
- **personal property of a utility** located either inside or outside of a **building**; or

Additional Coverages

Loss Of Utilities (continued)

- **service property**,
excluding **overhead communication, transmission or distribution equipment**, necessary to supply your premises with:

- water supply;
- communication supply;
- power supply;
- natural gas supply;
- sewage treatment; or

- **on-line access**,
services.

We will pay such loss provided that the disruption of services:

- is not due to your failure to comply with the terms and conditions of any contract; and
- has been reported to the service provider.

This Additional Coverage does not apply if the direct physical loss or damage is caused by or results from earthquake or **flood**.

Limits Of Insurance

The most we will pay in any **occurrence** is the amount of loss, not to exceed the applicable Limit Of Insurance shown in the Declarations.

Loss Determination

In making any loss determination under this coverage, we will utilize relevant sources of information, including:

- your financial records and accounting procedures;
- bills, invoices and other vouchers;
- deeds, liens and contracts;
- status and feasibility reports; and
- budgeting and marketing records.

Extra Expense

The amount of **extra expense** loss will be determined based on necessary expenses that exceed your normal operating expenses that would have been incurred by **operations** during the **period of restoration**, if no physical loss or damage had occurred.

We will deduct from the total of such expenses:

- the salvage value that remains of any property bought for temporary use during the **period of restoration**, once **operations** are resumed; and
 - any **extra expense** that is paid for by other insurance.
-

Loss Determination*(continued)***Resumption Or
Continuance Of
Operations**

If you elect not to resume or continue **operations**, we will not make any payment for **extra expense**.

**Loss Payment
Limitations****Debris Removal**

We will not pay for any **extra expense** you incur for the demolition or removal of debris.

Electronic Data

We will not pay for any **extra expense** you incur caused by or resulting from direct physical loss or damage to **electronic data** caused by or resulting from **malicious programming**, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

**Increase Of Loss Due To
Death Or Injury**

We will not pay for any **extra expense** you incur caused by or resulting from any injury, sickness, disease, death, emotional injury, emotional distress or humiliation of any person.

**Increase Of Loss Due To
Strikers Or Others
Causing A Delay**

We will not pay for any increase of loss caused by or resulting from delay in repairing or replacing property or resuming your **operations**, due to interference at the location of the repair, replacement or **operations** by strikers or other persons.

**Loss Or Damage To
Property Used To
Provide Utility Services**

Except as provided for in the Loss Of Utilities Additional Coverage, we will not pay for any **extra expense** caused by or resulting from loss or damage to:

- **building;**
- **personal property of a utility** located either inside or outside of a **building;** or
- **service property,**

used by you or a utility or provide you with utility services.

**Loss Or Damage To
Water**

We will not pay for any **extra expense** you incur for loss or damage to water.

**Loss Payment
Limitations**
(continued)

Nuclear Hazard

We will not pay for any **extra expense** you incur for loss or damage to **building** or **personal property** caused by or resulting from fire which ensues from nuclear reaction or radiation, or radioactive contamination.

**Pollutant Clean-up Or
Removal**

We will not pay for any **extra expense** caused by or resulting from the:

- clean up or removal of **pollutants** from any land, water or air, either inside or outside of a **building**; or
- testing for, monitoring, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of **pollutants**.

**Conditions (Including
Coverage Territory)**

The conditions applicable to this contract are contained in the Property/Business Income Conditions And Definitions form included in this policy.

Definitions

The definitions applicable to this contract are contained in the Property/Business Income Conditions And Definitions form included in this policy.

Property Insurance**Property/Business Income
Conditions And Definitions****Table Of Contents**

Conditions			
Abandonment	3	Malicious Programming	16
Appraisal	3	Market Value	16
Concealment Or Misrepresentation	3	Mechanical Or Electrical System Or Apparatus	16
Coverage Territory	3	Merchandise	17
Insured's Duties In The Event Of Loss Or Damage	4	Mobile Communication Property	17
Joint Loss Agreement	4	Mobile Equipment	18
Legal Action Against Us	5	Money	18
Lenders/Loss Payee	6	Non-Owned Detached Trailers	19
Liberalization	6	Occurrence	19
Loss Payment	7	Off Premises	19
Mortgage Holder – Buildings	7	On Premises	20
No Benefit To Carrier Or Bailee	8	On-Line Access	20
Other Insurance	8	Operations	20
Recovered Property	8	Outdoor Trees, Shrubs, Plants Or Lawns	20
Transfer Of Rights Of Recovery To Us	9	Outsider	20
Definitions		Overhead Communication, Transmission Or Distribution Equipment	20
Accounts Receivable	9	Period Of Recovery Of Computer Service	20
Accounts Receivable Records	9	Period Of Restoration	21
Alternative Power Generating Equipment	9	Personal Property	22
Alternative Water System	10	Personal Property Of A Dependent Business Premises	23
Blank Media	10	Personal Property Of Employees	24
Bonus Payments	10	Personal Property Of Others	24
Building	10	Personal Property Of A Utility	25
Building Components	10	Pollutants	25
Business Income	11	Prepaid Rent	25
Communication Property	11	Property	25
Contractors' Equipment	11	Prototypes	26
Covered Peril	12	Raw Stock	26
Dependent Business Premises	12	Rental Income	26
Electronic Data	12	Research And Development Income	26
Electronic Data Processing Equipment	12	Research And Development Operations	27
Electronic Data Processing Property	13	Research And Development Property	27
Electronic Data Recovery Costs	13	Robbery Of Money Or Securities	27
Extra Expense	13	Securities	27
Fine Arts	14	Security Software	27
Finished Stock	14	Service Property	28
Flood	14	Sinkhole Collapse	28
Fungus	14	Specified Peril	28
Green Expenses	14	Stock	28
Green Standards	15		
Insider	15		
In Transit	15		

Table Of Contents *(continued)*

Stock In Process	29
Sublease Profit	29
System	29
Tenant's Improvements And Betterments	29
Tenants' Lease Interest	29
Unamortized	30
Valuable Papers	30
Water	30

Property/Business Income Conditions And Definitions

Contract

Conditions

The following conditions apply to all contracts contained within the Property/Business Income Insurance sections of this policy, except Care, Custody or Control Legal Liability, or as otherwise stated.

Abandonment

There can be no abandonment of any covered property to us unless we specifically agree to such abandonment in writing.

Appraisal

If you and we do not agree on the amount of the loss or damage, either party may make a written demand for an appraisal of the loss or damage. In this event, you will select and pay a competent and impartial appraiser, and we will select and pay a competent and impartial appraiser. The two appraisers will select an umpire. If the appraisers cannot agree on an umpire, either may request that a judge of a court having jurisdiction make the selection. Each appraiser will separately state the value of the property and the amount of the loss or damage. If the appraisers do not agree, they will submit their statements to the umpire. Agreement by the umpire and either of the appraisers will be binding on you and us.

You and we will equally share any other appraisal costs and the costs of the umpire.

If there is an appraisal, we will still retain our right to deny the claim.

Concealment Or Misrepresentation

This insurance is void if you or any other insured intentionally conceals or misrepresents any material fact or circumstance relating to this insurance at any time.

Coverage Territory

This insurance applies anywhere within and **in transit** within and between the contiguous United States of America, Canada, the States of Hawaii and Alaska, Puerto Rico and the territories or possessions of the United States of America or Canada, excluding:

- A. coastwise waterborne shipments to or from Alaska;
- B. intercoastal waterborne shipments via the Panama Canal; and
- C. waterborne shipments to or from:
 - 1. the State of Hawaii;
 - 2. Puerto Rico; and
 - 3. territories or possessions of the United States of America or Canada.

The Coverage Territory for:

- Dependent Business Premises Additional Coverage;
- Exhibition, Fair Or Trade Show Additional Coverage; and
- Mobile Communication Property Additional Coverage,

is worldwide.

Conditions
(continued)**Insured's Duties In The
Event Of Loss Or
Damage**

You must see to it that the following are done in the event of loss or damage:

- Notify us, or one of our authorized representatives, as soon as possible, as to what occurred. Include a description of the property involved, the time and place of the loss or damage, and names and addresses of available witnesses. If there has been loss or damage that may result in a loss under any Business Income or Extra Expense Insurance, notify us by telephone, telegraph or facsimile at our expense.
- Notify the police if a law may have been violated.
- Take every reasonable step to protect the covered property from further loss or damage, and keep a record of your expenses necessary to protect such covered property for consideration in the settlement of the claim. This will not increase any Limit Of Insurance. However, we will not pay for any subsequent loss or damage resulting from a peril that is not a covered peril. Also, if feasible, set the lost or damaged property aside and in the best possible order for examination.
- If you intend to continue your business, you must resume all or part of your operations as quickly as possible.
- File with us, or with our authorized representative, sworn proof of loss within 90 days after the date of loss or damage.
- Cooperate with us in the investigation, settlement or handling of any claim.
- Authorize us to obtain records or reports necessary for our investigation.
- At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss or damage claimed.
- As often as may be reasonably required, permit us to inspect the damaged and undamaged property and examine your books and records.
- Permit us to take samples of the damaged and undamaged property for inspection, testing and analysis, and permit us to make copies of your books and records.
- Permit us to examine any insured under oath, outside the presence of any other insured at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

Failure of an agent or one of your employees (other than an officer, or other person holding a position created by your organization's charter, constitution, bylaws or other governing document) to notify us of any loss or damage that such agent or employee knows about will not affect the insurance afforded you by this policy.

Joint Loss Agreement

- A. This condition is intended to facilitate payment in the event of loss or damage to property that is covered by:
1. this insurance; and
 2. Boiler and Machinery insurance issued by a different insurer; and
- when there is agreement between the insuring companies as to the existence of coverage, but a disagreement as to the amount of the loss or damage to be paid by each insuring company.

Conditions**Joint Loss Agreement
(continued)**

- B. The provisions of paragraph C. of this condition apply only if all of the following requirements are met:
1. the Boiler and Machinery insurance contains a provision with substantially the same requirements and procedures as contained in this condition;
 2. the loss or damage to the covered property was caused by a peril for which both we and the other insurer admit some liability for payment under the respective policies;
 3. the total amount of the loss or damage is agreed upon by you, us and the other insurer;
 4. we and the Boiler and Machinery insurer disagree as to the amount of loss or damage that each should pay for the lost or damaged covered property; and
 5. the named insured is the same under both policies.
- C. If the requirements listed in Paragraph B. above are satisfied, we and the Boiler and Machinery insurer will make payments as follows:
1. we will pay, upon your written request, the entire amount for loss or damage that we have agreed upon as being covered solely by this insurance and one-half (1/2) the amount of loss or damage about which we and the other insurer disagree;
 2. the Boiler and Machinery insurer will pay, upon your written request, the entire amount of loss or damage agreed upon as being covered solely by the Boiler and Machinery insurance and one-half (1/2) the amount of loss or damage about which we and the other insurer disagree;
 3. the amount in disagreement to be paid by us under this condition shall not exceed the amount payable under the Loss Adjustment Condition of the Boiler and Machinery insurance;
 4. the amount to be paid under this condition shall not exceed the amount we would have paid had no Boiler and Machinery insurance been in effect at the time of loss or damage;
 5. acceptance by you of payments under this condition does not alter, waive or surrender any of our rights under this policy; and
 6. we and the other insurer agree to submit our differences to arbitration within 90 days after payment, and you agree to cooperate with any arbitration proceedings. There will be three arbitrators: one will be appointed by us, and the second will be appointed by the other insurer. Then, the two arbitrators will select a third arbitrator. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. A decision agreed to by any two of the three arbitrators will be binding on us and the other insurer. Judgment on any award may be sought in any court having jurisdiction.

Legal Action Against Us

No legal action may be brought against us unless:

- there has been full compliance with all the terms of this insurance; and
- the action is brought within three years after the date on which the direct physical loss or damage occurred.

Conditions
(continued)**Lenders/Loss Payee**

If any Loss Payee shown in the Schedule of Mortgagees and Loss Payees is a creditor whose interest in covered property (other than a structure) is established by a written instrument and both you and such Loss Payee have an insurable interest in lost or damaged covered property (other than a structure), we will:

- adjust losses with you; and
- pay any claim for loss or damage jointly to you and to each such Loss Payee, in their order of precedence, as interests may appear.

Each Loss Payee has the right to receive loss payment, even though:

- we denied your claim because you failed to comply with the terms of this insurance; or
- such Loss Payee starts foreclosure or similar actions on the covered property (other than a structure),

if such Loss Payee:

- pays any premium due at our request if you have failed to do so;
- submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- has notified us of any change in ownership, occupancy or substantial change in risk known to such Loss Payee.

Each Loss Payee's right to receive loss payment is limited to the lesser of the following:

- the actual cash value as described under Loss Payment Basis of the lost or damaged covered property (other than a structure);
- their financial interest in the covered property (other than a structure) as shown in the written evidence; or
- the applicable Limit Of Insurance for covered property (other than a structure) shown in the Declarations.

If we pay any Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this insurance, such Loss Payee's rights:

- will be transferred to us to the extent of the amount we pay; and
- to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to any Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

To satisfy the requirements of any Loss Payee shown in the Schedule of Mortgages and Loss Payees, copies of policies or certified copies of policies may be sent to these Loss Payees. In no event are copies of policies sent to Loss Payees to be considered as increasing the Limits Of Insurance shown in the Declarations or changing the terms of this insurance, nor are they to be considered duplicate or contributing insurance.

Liberalization

If we adopt any changes:

- within 60 days prior to the effective date shown in the declarations; or

Conditions
**Liberalization
(continued)**

- during the policy period,
- which could broaden this insurance without an additional premium charge, you will automatically receive the benefit of such change.

Loss Payment

- A. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this insurance, and:
 - 1. we have reached agreement with you on the amount of loss; or
 - 2. an appraisal award has been made.
- B. We will not pay you more than your financial interest in the covered property.
- C. We may adjust losses with the owners of lost or damaged covered property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' covered property. We will not pay the owners more than their financial interest in such property.
- D. We may elect to defend you against suits arising from claims of owners of covered property. We will do this at our expense.

**Mortgage Holder –
Buildings**

We will pay for loss or damage to a **building** jointly to you and the mortgage holder shown in the Schedule of Mortgagees and Loss Payees, as interests may appear.

Your mortgage holder has the right to receive loss payment, even though:

- you failed to comply with the terms of this insurance; or
- your mortgage holder starts foreclosure or similar actions on the **building**,

if such mortgage holder:

- pays any premium due at our request if you have failed to do so;
- submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so, and
- has notified us of any change in ownership, occupancy or substantial change in risk known to such mortgage holder.

If we make loss payments to your mortgage holder when you fail to comply with the terms of this insurance, you will have to pay us to the extent we pay the mortgage holder. Your mortgage holder will still have the right to receive the balance of the mortgage debt from you.

We also have the right to take over your mortgage after making loss payment to the mortgage holder. If we do, you will pay your remaining mortgage debt to us.

If you fail to pay your premium, we may request it from your mortgage holder.

The mortgage holder must notify us of any change in ownership known to the mortgage holder.

If we cancel this insurance, we will give written notice to the mortgage holder at least:

- 20 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
- 60 days before the effective date of cancellation, if we cancel for any other reason.

Failure to provide such notice shall not invalidate such cancellation.

Conditions

Mortgage Holder – Buildings (continued)

To satisfy the requirements of any mortgage holder shown in the Schedule of Mortgages and Loss Payees, copies of policies or certified copies of policies may be sent to these mortgage holders. In no event are copies of policies sent to mortgage holders to be considered as increasing the Limits Of Insurance shown in the Declarations or changing the terms of this insurance, nor are they to be considered duplicate or contributing insurance.

No Benefit To Carrier Or Bailee

No person or organization, other than you, having custody of covered property will benefit from this insurance.

Other Insurance

If you have any other insurance covering the same loss or damage as is insured against by this policy, we will only pay for the amount of loss or damage which is insured against by this policy in excess of the amount due from such other insurance, whether you can collect on such other insurance or not.

Recovered Property

If any lost or damaged covered property is recovered by you or us, after a loss payment is made, the party making the recovery must give the other parties prompt notice.

If any covered property that is recovered has a salvage value, we shall control the disposition of such salvage.

When covered property is recovered, you may keep the:

- recovered property and return the loss payment to us; or
- loss payment and we will keep the recovered property.

When any recovered covered property which you choose to keep is in need of repair, we will pay for the repairs subject to the:

- applicable Limit Of Insurance shown in the Declarations; and
- Loss Payment Basis provision, Our Loss Payment Options.

If any covered property that is recovered has a salvage value or if there is any money recovered through subrogation, such recoveries shall be applied, net of the expense of such recovery, in the following order:

- first, to you for any uninsured loss or damage resulting from an insufficient limit of insurance;
- second, to us for any amounts paid in settlement of your claim; and
- third, to you for any deductible amount that you paid or penalties you paid as a result of coinsurance or the **personal property** reporting condition of this insurance, if applicable.

We shall determine the amount of loss or damage on the basis on which it would have been settled had the amount of recovery been known at the time the loss was originally determined.

If there are expenses:

- in recovering any lost or damaged covered property; or
- as a result of subrogation,

we shall share the expense with you and any insurer providing excess insurance in proportion to the amount we are each reimbursed. If there should be no recovery and proceedings are conducted solely by us, we shall bear the expenses of the proceedings.

Conditions*(continued)***Transfer Of Rights Of
Recovery To Us**

If any person to or for whom we make payment under this insurance has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair our rights.

You may waive your rights against another party in writing:

- A. prior to direct physical loss or damage to covered property; or
- B. after direct physical loss or damage to covered property only if, at the time of direct physical loss or damage, that party is one of the following:
 - 1. someone insured by this insurance;
 - 2. an individual who owns or controls the majority of capital stock of your business;
 - 3. a related business firm majority-owned or controlled by you, or that owns or controls the majority of the capital stock of your business; or
 - 4. your tenant.

This will not restrict your insurance.

Definitions

When used with respect to insurance under this policy:

Accounts Receivable

Accounts receivable means:

- the money due you that you are unable to collect from customers;
- interest charges on any loan that you secure to offset your reduced cash flow; and
- additional collection costs.

**Accounts Receivable
Records**

Accounts receivable records means accounting records, including support records such as invoices and accounting records in any form, used to control and document the collection of money due from customers.

**Alternative Power
Generating Equipment**

Alternative power generating equipment means equipment that has been certified pursuant to **green standards**, which is used in:

- solar energy systems;
 - wind energy systems;
 - geothermal energy systems;
 - low impact hydroelectric systems; or
 - any other system that generates electricity from renewable resources.
-

Definitions

(continued)

Alternative Water System

Alternative water system means equipment situated above or below ground which is used to collect and circulate gray water, ground water or rain water to the domestic, non-potable water supply of a **building** or to water treatment facilities or outside irrigation facilities at the premises shown in the Declarations.

Alternative water system does not include underground pipes or sprinkler heads intended solely for landscape irrigation.

Blank Media

Blank media means the blank medium upon which **electronic data** is recorded, but not **electronic data** itself.

Bonus Payments

Bonus payments means that portion of any cash bonus you paid based on the percentage of your lease remaining at the time of direct physical loss or damage.

Bonus payments does not mean rent, securities or cash bonuses refunded to you, even if you prepaid the rent or security.

Building

Building means:

- a structure;
- foundations or supports below the surface of the lowest floor or basement;
- **building components**;
- completed additions;
- additions to the structure under construction; and
- alterations and repairs to the structure.

Building does not mean:

- land, water or air, either inside or outside of a structure;
- dams;
- dikes;
- paved or concrete surfaces;
- underground mines or mine shafts or any property within such underground mines or mine shafts;
- retaining walls;
- **outdoor trees, shrubs, plants or lawns**; or
- any structure you do not own, occupy and are not legally or contractually required to insure, except with respect to the Dependent Business Premises and Loss Of Utilities Additional Coverages.

Building Components

Building components means:

- glass forming a part of a structure;

Definitions**Building Components
(continued)**

- **personal property** consisting of materials, machinery, equipment, supplies and temporary structures used for making additions or repairs to a structure;
- indoor or outdoor fixtures, whether above or below ground;
- machinery or equipment permanently installed in or on a structure; and
- **personal property** used to maintain or service a structure or its premises.

Business Income**Business income** means:

- A. net profit or loss, including rental income from tenants and net sales value of production, that would have been earned or incurred before income taxes;
- B. your continuing normal:
 - 1. operating; and
 - 2. payroll, expenses;
- C. charges you incur which are the legal obligation of your tenant which would otherwise be your obligations; and
- D. the cost you are required to pay to rent temporary premises when that portion of the premises shown in the Declarations occupied by you is untenable, not to exceed the fair rental value of such untenable portion of the **building** you occupy.

Business income does not mean bank interest or investment income.

Communication Property**Communication property** means:

- analog, digital or fiber optic communication equipment; or
 - other equipment used to interactively communicate with others through voice, picture, video or writing,
- you own or in your care, custody or control.

Contractors' Equipment

Contractors' equipment means contractors' machinery and equipment, including accessories, tools and spare parts for the contractors' machinery and equipment, usual to your business, which you own, lease or borrow, and for which you are legally liable.

Contractors' equipment does not mean:

- aircraft or watercraft;
- motor vehicles required to be licensed for highway use, except motor vehicles on which your contractors' machinery or equipment is permanently mounted;
- **personal property**;
- property while underground, except while **in transit** through vehicular or railroad tunnels;
- office equipment, which is the contents of trailers;

Definitions

Contractors' Equipment (continued)

- property while waterborne or while being loaded or unloaded for waterborne transit, except while **in transit** on public ferries or car floats for hire;
- property while leased or loaned to others;
- property while on any platform anchored, permanently or temporarily, in any body of water;
- **mobile communication property**; or
- **electronic data processing property**.

Covered Peril

Covered peril means a peril covered by the Form(s) shown in the Property Insurance Schedule Of Forms, except Care, Custody Or Control Legal Liability, applicable to the lost or damaged **property**.

For the purposes of:

- **personal property of a dependent business premises**;
- **personal property of a utility**; or
- **service property**,

covered peril means a peril covered by the Building and Personal Property Contract included in this policy applicable to **building** or **personal property** at a premises shown in the Declarations.

Dependent Business Premises

Dependent business premises means premises operated by a person or organization other than you on whom:

- you; or
- others,

depend to:

- deliver materials or services to you or to others for your account (contributing premises);
- accept your products or services (recipient premises);
- manufacture products for delivery to you or your customers under contract of sale (manufacturing premises); or
- attract customers to your business (leader premises).

Dependent business premises does not mean any:

- A. premises operated by others on whom you or others depend to:
 - 1. deliver utility services to you; or
 - 2. accept utility services from you; or
- B. premises of **on-line access** providers.

Electronic Data

Electronic data means software, data or other information that is in electronic form.

Electronic Data Processing Equipment

Electronic data processing equipment means:

- computers or computer peripherals;

Definitions**Electronic Data
Processing Equipment
(continued)**

- climate control and protection equipment used solely for electronic data processing operations;
- separately identifiable and removable component computer devices that are attached to covered property and are designed to control such property, but not the property itself; and
- **blank media.**

**Electronic Data
Processing Property****Electronic data processing property means:**

- **electronic data;**
- **electronic data processing equipment;**
- **mobile communication property;** and
- **communication property.**

Electronic data processing property does not mean:

- property held for sale or distribution;
- property that has been sold;
- property in the course of manufacture;
- **contractors' equipment;** or
- **mobile equipment.**

**Electronic Data
Recovery Costs****Electronic data recovery costs** means the reasonable and necessary costs you incur to:

- copy, re-create, replace or retrieve **electronic data** you own or use, or which resides on a system you own or lease; and
- restore a system you own or lease to the functionality that existed prior to the **malicious programming.**

Electronic data recovery costs does not include the cost to repair or replace **electronic data processing equipment** or **communication property** which suffers direct physical loss or damage.

Extra Expense**Extra expense** means necessary expenses you incur:

- A. in an attempt to continue **operations**, over and above the expenses you would have normally incurred; and
- B. to repair or replace any **property**, or to research or restore the lost information on damaged **valuable papers**, records and media, if such action will reduce any loss we would pay under this insurance.

Paragraph B. does not apply to Fungus Clean-up Or Removal Premises Coverage.

Definitions

(continued)

Fine Arts

Fine arts means:

- paintings, rare books, sculptures, manuscripts, pictures, prints, etchings, drawings, tapestries, bronzes, statuary, potteries, porcelains, marbles and other bona fide works of art; or
- other items of rarity or historical value.

Finished Stock

Finished stock means goods manufactured by you or on your behalf which are in their completed state and ready for sale.

Finished stock does not include goods manufactured by you or on your behalf which are in their completed state and ready for sale on the premises of any retail outlet.

Flood

Flood means:

- waves, tidal water or tidal waves; or
- rising or overflowing or breaking of any boundary,

of natural or man-made lakes, reservoirs, ponds, brooks, rivers, streams, harbors, oceans, or any other body of water or watercourse, whether driven by wind or not.

Flood does not include:

- a **specified peril** that ensues from flood; or
- tsunami resulting from earthquake.

Fungus

Fungus means any:

- A.
 - 1. mildew, mold or other fungi;
 - 2. other microorganisms; or
 - 3. any mycotoxins, spores, or other by-products of the foregoing; or
- B. colony or group of any of the foregoing.

Green Expenses

Green expenses means necessary and incurred expenses to:

- hire professionals accredited pursuant to **green standards** to participate in the repair or replacement of the covered property;
 - register and certify the repair or replaced covered property pursuant to **green standards**;
 - dispose of debris, certified pursuant to green standards, at recycling facilities, if such debris can be recycled; and
 - ventilate the repaired or replaced covered property in a manner consistent with **green standards**.
-

Definitions*(continued)***Green Standards****Green standards** means:

- the LEED[®] Green Building Rating System[™] of the United States Green Building Council;
- requirements of the Green Globes[®] Assessment And Rating System of the Green Building Initiative;
- Energy Star[®] qualified requirements; or
- other site development, water savings, energy efficiency, materials or equipment selection and other environmental quality standards for the design and construction of property.

Insider**Insider** means a person, organization or computer you have expressly authorized to access a **system**.**In Transit****In transit** means being shipped by air, surface or waterborne conveyance from the time beginning:

- when, if shipped from your premises in or on conveyances you own, lease or operate, the property departs your premises;
- when, if shipped from premises of others in or on conveyances you own, lease or operate, the property is transferred into your care, custody or control; or
- when the property is actually moved from the point of shipment bound for a specified destination, if shipped in or on any other conveyance;

and ending:

- when the property is accepted by, or on behalf of, the consignee at the intended destination;
- when the property is accepted by, or on behalf of, the consignee at any intermediate point short of reaching the original intended destination;
- at such point where you, or the owner of the property if other than you, order the property stopped and held pending instructions. However, this does not apply to property while in the custody of a carrier for hire and which is being held at a location other than the intended destination by such carrier's "on-hand" department for a period not to exceed 30 days; or
- when, if shipped to your premises in or on conveyances you own, lease or operate, the property arrives at your premises.

The expiration date of this policy will not cut short the duration of transit.

In transit includes ordinary, reasonable, and necessary stops, interruptions, delays, or transfers incidental to the route and method of shipment, but not while at premises you own, lease or operate. **In transit** also includes the period of time during which:

- there is a substantial and unauthorized deviation from the normal route by a carrier for hire; or
- the contract of carriage is, without your knowledge, abandoned en route by a carrier for hire, its agent, or its driver.

In transit does not mean:

- A. property shipped by mail, unless shipped by registered mail;

Definitions

In Transit (continued)

- B. import shipments, within the Coverage Territory, until such time as ocean marine insurance has ceased to cover such property;
- C. export shipments once:
 - 1. loaded on board any steamer or other watercraft; or
 - 2. ocean marine insurance has begun to cover such property, whichever occurs first; or
- D. property owned by others when you are acting as a carrier for hire.

Malicious Programming

Malicious programming means an illegal or malicious entry into **electronic data** or a **system** which results in functions that:

- distort;
- corrupt;
- manipulate;
- copy;
- delete;
- destroy;
- slow down; or
- prevent the use of,

such **electronic data** or **system**.

Malicious programming does not mean:

- theft of telephone services; or
- direct physical loss or damage to **electronic data processing property** or **mobile communication property**.

Market Value

Market value means the price which the **fine arts** might be expected to realize if offered for sale in a fair market on the date of loss or damage.

Mechanical Or Electrical System Or Apparatus

Mechanical or electrical system or apparatus means any:

- boiler, fired pressure vessel, unfired pressure vessel normally subject to vacuum or internal pressure other than the weight of its contents;
- refrigeration vessels;
- air conditioning vessels;
- mechanical or electrical machine or apparatus used to generate, transmit or otherwise use mechanical or electrical power; and
- piping, cable and accessory equipment connected to any of the foregoing.

Mechanical or electrical system or apparatus does not mean any:

- A. part of a boiler or fired vessel or electric steam generator that does not contain steam or water;

Definitions
**Mechanical Or Electrical
System Or Apparatus
(continued)**

- B. insulating or refractory material;
- C. non-metallic vessels, unless constructed in accordance with the American Society of Mechanical Engineers;
- D. glass linings of vessels, equipment, machines and apparatus;
- E. catalyst;
- F. piping, vessels or cables, not enclosed in conduit, buried directly in the ground;
- G. sewer piping;
- H. sprinkler system piping or water piping other than:
 - 1. feedwater piping between any steam boiler and its feed pumps or injectors;
 - 2. steam boiler condensate return piping; and
 - 3. water piping interconnecting vessels forming part of a refrigeration or air conditioning system used for cooling, humidifying or space heating;
- I. structure, foundation, cabinet or compartment containing or supporting any vessel, equipment, machine or apparatus;
- J. die, extrusion plate, or any other expendable item that is part of or used with any vessel, equipment, machine or apparatus;
- K. vessel, equipment, machine or apparatus manufactured by you for sale;
- L. power shovel, dragline or excavation vehicle (whether or not licensed for road use);
- M. aircraft;
- N. floating vessel or structure;
- O. penstock, draft tube or well casings;
- P. crane booms and cables, but not excluding any driving mechanical or electrical system or apparatus; or
- Q. cylinder not sealed in PVC (polyvinyl chloride) protection, containing a movable plunger or piston, mounted on or forming a part of an elevator or hoist.

When a vessel uses a heat transfer medium other than water or steam, we will consider the medium used and its vapor as substitutes for the words “water” or “steam”.

Merchandise

Merchandise means goods:

- held for sale by you; or
- manufactured by you and ready for sale on the premises of any retail outlet.

**Mobile Communication
Property**

Mobile communication property means:

- cellular telephone;
- laptop computers;
- pagers;
- personal digital assistants;

Definitions

Mobile Communication Property (continued)

- mobile hand held global positioning systems; and
- other hand held communication devices.

Mobile communication property does not mean:

- communication devices or parts held for sale or distribution;
- communication devices or parts that have been sold;
- communication devices or parts in the course of manufacture;
- **electronic data processing equipment;**
- **electronic data;**
- **communication property;**
- **contractors' equipment;** or
- **mobile equipment.**

Mobile Equipment

Mobile equipment means machinery and equipment, including accessories, tools and spare parts for the machinery and equipment, usual to your business which you own, lease or borrow, and for which you are legally liable.

Mobile equipment does not mean:

- aircraft or watercraft;
- motor vehicles required to be licensed for highway use, except motor vehicles on which your machinery or equipment is permanently mounted;
- **personal property;**
- property while underground, except while **in transit** through vehicular or railroad tunnels;
- office equipment, which is the contents of trailers;
- property while waterborne or while being loaded or unloaded for waterborne transit, except while **in transit** on public ferries or car floats for hire;
- property while leased or loaned to others;
- property while on any platform anchored, permanently or temporarily, in any body of water;
- **mobile communication property;** or
- **electronic data processing property.**

Money

Money means:

- currency, coins, bank notes or bullion;
 - food stamps;
 - checks or drafts drawn on any account; or
 - travelers checks, registered checks and money orders, held for sale to the public.
-

Definitions*(continued)***Non-Owned Detached
Trailers**

Non-owned detached trailers means trailers that you do not own that:

- are used in your business; and
- are in your care, custody or control.

Non-owned detached trailers does not mean:

- trailers attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion; or
- trailers during hitching or unhitching operations, or when trailers become accidentally unhitched from a motor vehicle or motorized conveyance.

Occurrence

Occurrence means:

- A. for earthquake, including any resulting tsunami:
 - 1. one earthquake; or
 - 2. a series of earthquake shocks occurring within any period of 168 hours;
- B. for volcanic eruption:
 - 1. one volcanic eruption; or
 - 2. a series of volcanic eruptions occurring within any period of 168 hours;
- C. for windstorm involving, in whole or in part, any of the perils of weather:
 - 1. one weather event; or
 - 2. a series of related weather events; or
- D. for all other perils:
 - 1. one event; or
 - 2. a series of causally related events that:
 - a. contribute concurrently to; or
 - b. contribute in any sequence to,the loss or damage.

For the purposes of this definition:

- earthquake does not include a **specified peril** that ensues from earthquake; and
- any earthquake or volcanic eruption, or series of earthquake shocks or volcanic eruptions, will be deemed to occur at the time of the first shock or eruption.

Off Premises

Off premises means:

- in the custody of an armored motor vehicle company; or
 - in the possession of any person authorized by you, but not while in the mail or in the custody of a carrier for hire other than an armored motor vehicle company.
-

Definitions

(continued)

On Premises

On premises means:

- on the premises shown in the Declarations;
- in a bank; or
- in a recognized place of safe deposit.

On-Line Access

On-line access means:

- accessing information made available by third parties; or
 - making information available to third parties,
- via computer or other electronic system.

On-line access does not mean processing or storing **electronic data** at a premises operated by a person or organization other than you.

Operations

Operations means your business activities occurring at your premises, including your activities as a lessor of premises, prior to the loss or damage.

Outdoor Trees, Shrubs, Plants Or Lawns

Outdoor trees, shrubs, plants or lawns means outdoor trees, shrubs, plants or lawns you own on the premises shown in the Declarations.

Outdoor trees, shrubs, plants or lawns does not mean:

- outdoor trees, shrubs, plants or lawns that you hold for sale; or
- growing crops.

Outsider

Outsider means a person, organization or computer not authorized to access a **system**.

Overhead Communication, Transmission Or Distribution Equipment

Overhead communication, transmission or distribution equipment means:

- overhead communication, transmission or distribution lines;
 - overhead transformers; or
 - other similar overhead communication, transmission or distribution equipment,
- and all their supporting towers and poles.

Period Of Recovery Of Computer Service

Period of recovery of computer service means the period of time that:

- for **electronic data recovery costs** and **extra expense**, begins immediately after the **malicious programming** occurs; and
- for **business income**, begins 24 consecutive hours after the **malicious programming** occurs.

Period of recovery of computer service will continue until the earlier of the following:

- the date your **operations** are restored, with due diligence and dispatch, to the condition that would have existed had there been no **malicious programming**; or

Definitions

Period Of Recovery Of Computer Service (continued)

- 60 days after the date you restore, with due diligence and dispatch, a **system** to the functionality that existed prior to the **malicious programming**.

In determining the condition of **operations** that would have existed had there been no **malicious programming**, no consideration will be given to unfavorable market conditions or competitive advantage gained by others as a result of such **malicious programming**.

Period Of Restoration

Period of restoration means the period of time that, for **business income**, begins:

- A. immediately after the time of direct physical loss or damage by a **covered peril** to **property**; or
- B. on the date **operations** would have begun if the direct physical loss or damage had not occurred, when loss or damage to any of the following delays the start of **operations**:
 1. new **buildings** whether complete or under construction;
 2. alterations or additions to existing **buildings**; or
 3. **personal property** consisting of materials, machinery, equipment, supplies and temporary structures used in the construction of, or for making additions, alterations or repairs to, the structure.

Period of restoration means the period of time that, for **extra expense**, begins immediately after the time of direct physical loss or damage by a **covered peril** to **property**.

Period of restoration will continue until your **operations** are restored, with reasonable speed, to the level which would generate the **business income** amount that would have existed if no direct physical loss or damage occurred, including the time required to:

- A. repair or replace the **property**; or
- B. repair or replace the **property** to comply with the minimum standards of any enforceable ordinance or law that:
 1. regulates the repair or replacement of any **property**;
 2. requires the tearing down of parts of any **property** not damaged by a **covered peril**; and
 3. is in force prior to the date of the direct physical loss or damage,

not to exceed the applicable number of days shown as Extended Period in the Declarations, beginning on the date that:

 - for manufacturing risks, the lost or damaged **property** is actually repaired or replaced and production capability is restored to the level that existed prior to the date the direct physical loss or damage occurred; or
 - for all other risks, the lost or damaged property is actually repaired or replaced and your operations are restored.

The expiration date of this policy will not cut short the **period of restoration**.

If loss or damage occurs at a:

- **dependent business premises**; or

Definitions

Period Of Restoration (continued)

- utility,
- for the purpose of determining **period of restoration** following such loss or damage, **property** includes:

- **personal property of a utility**; or
- **personal property of a dependent business premises.**

In determining the **business income** amount that would have existed if no direct physical loss or damage occurred, we will reduce such amount to the extent necessary to reflect unfavorable economic conditions attributable to the impact the **covered peril** had in the geographic area where the lost or damaged **property** is located.

Period of restoration does not include any increased period required to comply with any ordinance or law:

- you were required to comply with before the direct physical loss or damage;
- involving any property outside the legal boundary of the premises shown in the Declarations;
- that regulates the repair or replacement of any property that was lost or damaged by an excluded peril. If direct physical loss or damage is caused by or results from both a **covered peril** and an excluded peril, the **period of restoration** only includes the length of time required to repair or replace the property lost or damaged by a **covered peril**; or
- that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **fungus** or **pollutants**, except as provided under the Fungus Clean-up Or Removal Premises Coverage or the Pollutant Clean-up Or Removal Additional Coverage.

Personal Property

Personal property means:

- all your business personal property;
- business personal property you lease;
- **personal property of others**;
- labor, materials and services furnished or arranged by you on **personal property of others**;
- signs, fixtures, glass and other **tenant's improvements and betterments**; and
- glass in **buildings** you do not own if you are legally or contractually required to maintain such glass.

Personal property does not mean:

- **building**, except **tenant's improvements and betterments** and glass in **buildings** you do not own if you are legally or contractually required to maintain such glass;
- land, water or air, either inside or outside of a structure;
- retaining walls;
- growing crops;
- **outdoor trees, shrubs, plants or lawns**;
- vehicles or machines required to be licensed for use on public roads;
- trailers;
- **contractors' equipment**;

Definitions
**Personal Property
(continued)**

- self-propelled watercraft, or any other watercraft over 50 feet in length, in water;
- aircraft, except aircraft manufactured, processed, warehoused or held for sale while on the ground;
- **electronic data;**
- **money or securities;**
- personal property sold under a conditional sale or trust agreement or an installment or deferred payment plan after delivery to customers, except as provided under the Deferred Payments Additional Coverage;
- import shipments prior to either discharge from aircraft or oceangoing vessel or termination of the risk assumed by cargo insurance;
- export shipments after either being loaded on aircraft or oceangoing vessel or having come under the protection of cargo insurance;
- animals, except animals owned by others and boarded by you or animals owned by you and held for sale;
- any personal property which is in or below underground mines or mine shafts; or
- **mobile communication property.**

**Personal Property Of A
Dependent Business
Premises**

Personal property of a dependent business premises means business personal property owned or leased by a **dependent business premises**.

Personal property of a dependent business premises does not mean:

- **building;**
- land, water or air, either inside or outside of a structure;
- retaining walls;
- growing crops;
- **outdoor trees, shrubs, plants or lawns;**
- vehicles or machines required to be licensed for use on public roads;
- trailers;
- **contractors' equipment;**
- self-propelled watercraft, or any other watercraft over 50 feet in length, in water;
- aircraft, except aircraft manufactured, processed, warehoused or held for sale while on the ground;
- **electronic data;**
- **money or securities;**
- personal property sold under a conditional sale or trust agreement or an installment or deferred payment plan after delivery to customers;
- animals;

Definitions

Personal Property Of A Dependent Business Premises (continued)

- any personal property which is in or below underground mines or mine shafts; or
- **mobile communication property.**

Personal Property Of Employees

Personal property of employees means personal property owned or leased by your employees and in your care, custody or control.

Personal property of employees does not mean:

- **building;**
- land, water or air, either inside or outside of a structure;
- retaining walls;
- growing crops;
- **outdoor trees, shrubs, plants or lawns;**
- vehicles or machines required to be licensed for use on public roads;
- trailers;
- **contractors' equipment;**
- self-propelled watercraft, or any other watercraft over 50 feet in length, in water;
- aircraft, except aircraft manufactured, processed, warehoused or held for sale while on the ground;
- **electronic data;**
- **money or securities;**
- personal property sold under a conditional sale or trust agreement or an installment or deferred payment plan after delivery to customers;
- import shipments prior to either discharge from aircraft or oceangoing vessel or termination of the risk assumed by cargo insurance;
- export shipments after either being loaded on aircraft or oceangoing vessel or having come under the protection of cargo insurance;
- animals, except animals owned by your employee and boarded by you;
- any personal property which is in or below underground mines or mine shafts; or
- **mobile communication property.**

Personal Property Of Others

Personal property of others means personal property not owned by you and in your care, custody or control.

Personal property of others does not mean:

- business personal property you lease; or
 - **personal property of employees.**
-

Definitions*(continued)***Personal Property Of A
Utility**

Personal property of a utility means personal property owned or leased by a utility.

Personal property of a utility does not mean:

- **building;**
- land, water or air, either inside or outside of a structure;
- retaining walls;
- growing crops;
- **outdoor trees, shrubs, plants or lawns;**
- vehicles or machines required to be licensed for use on public roads;
- trailers;
- **contractors' equipment;**
- self-propelled watercraft, or any other watercraft over 50 feet in length, in water;
- aircraft;
- **electronic data;**
- **money or securities;**
- personal property sold under a conditional sale or trust agreement or an installment or deferred payment plan after delivery to customers;
- animals;
- any personal property which is in or below underground mines or mine shafts; or
- **mobile communication property.**

Pollutants

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fibers, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Pollutants does not mean **fungus**.

Prepaid Rent

Prepaid rent means that portion of any prepaid rent you paid based on the percentage of your lease remaining at the time of direct physical loss or damage.

Prepaid rent does not mean the customary rent due at the beginning of any rental period.

Property

Property means:

- **building;**
- **personal property;**
- **personal property of employees;**
- **electronic data processing property;**
- **valuable papers;**

Definitions

Property (continued)

- **fine arts**; or
- **research and development property**.

Prototypes

Prototypes mean a first or original model of a new type of design.

Raw Stock

Raw stock means material in the state in which you receive it for conversion into **finished stock**.

Rental Income

Rental income means:

- A. net profit or loss that would have been earned or incurred, before income taxes, from the rental income from tenant occupancy of the premises shown in the Declarations;
- B. your continuing normal:
 - 1. operating; and
 - 2. payroll,expenses that you incur solely from tenant occupancy of the premises shown in the Declarations;
- C. charges you incur which are the legal obligation of your tenant(s) which would otherwise be your obligations; and
- D. the cost you are required to pay to rent temporary premises when that portion of the premises shown in the Declarations occupied by you is untenable, not to exceed the fair rental value of such untenable portion of the **building** you occupy.

Rental income does not mean bank interest or investment income.

Research And Development Income

Research and development income means:

- grants, endowments and other financial contributions made to you pursuant to written agreements to further **research and development operations**; less
- expenses, including any research and development payroll expense, that you do not continue to incur, due to the actual impairment of such **research and development operations**,

provided you:

- report the value of such agreements to us by the inception of this policy;
- report the value of any agreements executed after the inception of this policy to us within 90 days of their execution;
- report any amendments to such agreements that change the value of such agreements within 90 days of the execution of such amendments; and
- continue your **research and development operations**.

Except as provided under the Newly Acquired Research And Development Income Premises Coverage, insurance for agreements executed after the inception of this policy will begin on the date you report the values for such agreements to us.

Definitions*(continued)***Research And
Development Operations**

Research and development operations means your business activities occurring at your premises, which are directly related to the development of new products or enhancement of existing products.

**Research And
Development Property**

Research and development property means:

- written, printed or inscribed documents, plans, records or formulas;
- processes or cultures and resulting products, samples or other materials produced by such processes or cultures; and
- **prototypes,**

if produced and directly associated with your **research and development operations**.

Research and development property does not mean:

- animals;
- **money or securities;**
- property held for sale or held for delivery after sale;
- goods you have manufactured which are in their completed state and ready for sale; or
- **mobile communication property.**

**Robbery Of Money Or
Securities**

Robbery of money or securities means the unlawful taking of **money or securities** from:

- you;
- your partner;
- your employee; or
- any other person authorized by you to have custody of the **money or securities,**

by violence, threat of violence or any other overt felonious act committed in the presence and with cognizance of any such person.

Securities

Securities means:

- all negotiable and nonnegotiable instruments or contracts that represent either **money** or other property held by you in any capacity;
- revenue and other stamps in current use, tokens or tickets; and
- property of others that you hold as a pledge or as collateral for a loan.

Securities does not mean **money**.

Security Software

Security software means software or other computer applications or programming principally designed to detect, prevent or mitigate **malicious programming**.

Definitions

(continued)

Service Property

Service property means property outside of a **building**, owned or leased by you and used either on or off the premises shown in the Declarations, to supply such premises with water, communication, power, natural gas or sewage treatment service.

Sinkhole Collapse

Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite.

Sinkhole collapse does not mean:

- the cost of filling land; or
- the sinking or collapse of land into man-made cavities.

Specified Peril

Specified peril means:

- aircraft or self-propelled missiles;
- explosion;
- fire;
- leakage from fire protection equipment;
- lightning;
- mine subsidence;
- riot or civil commotion;
- **sinkhole collapse**;
- smoke;
- vandalism;
- vehicles;
- volcanic action; or
- windstorm or hail.

Stock

Stock means:

- goods held in storage or for sale;
- **raw stock**;
- **stock in process**;
- **finished stock**; or
- **merchandise**,

including supplies used in their packing or shipping.

Definitions*(continued)***Stock In Process**

Stock in process means **raw stock** that has undergone any aging, seasoning, mechanical or other process of manufacture but which has not become **finished stock**.

Sublease Profit

Sublease profit means the net profit you earn through subleasing the **building** or portion of the **building** that you rent for the unexpired term of the canceled lease or sublease, whichever would expire first. This amount is discounted based on the prime rate of interest at the time of direct physical loss or damage for the unexpired term of the canceled lease or sublease.

System

System means a computer and all input, output, processing, storage, off-line media library, and communication facilities which are connected to such computer, provided such computer and facilities are:

- owned and operated by you;
- leased and operated by you; or
- utilized by you pursuant to a written contract.

**Tenant's Improvements
And Betterments**

Tenant's improvements and betterments means fixtures, alterations, installations or additions:

- made a part of a **building** you occupy but do not own; and
- you acquire or make at your expense but cannot legally remove.

Tenant's improvements and betterments does not mean:

- land, water or air, either inside or outside of a structure;
- paved or concrete surfaces;
- retaining walls;
- foundations or supports below the surface of the lowest floor or basement;
- **outdoor trees, shrubs, plants or lawns**; or
- growing crops.

Tenants' Lease Interest

Tenants' lease interest means:

- the difference between the appraised rental value of the leased premises at the time of direct physical loss or damage for the unexpired term of the lease and the actual rent due for the same period, discounted by the prime rate of interest at the time of direct physical loss or damage, for the unexpired term of the canceled lease; or
- the difference between the rent due for the unexpired term of the canceled lease and the rent due under the new lease for that same time period, not to exceed the difference between the actual rent due for the unexpired term of the canceled lease and the appraised rental value of the leased premises for that same period. This difference is discounted by the prime rate of interest at the time of direct physical loss or damage for the unexpired term of the canceled lease.

Definitions

(continued)

Unamortized

Unamortized means the period of time remaining in your lease at the time of loss or damage divided by the period of time from the date the **tenant's improvements and betterments** were made to the date that your lease expires.

Valuable Papers

Valuable papers means valuable:

- papers, documents, records, negatives, tapes, transparencies;
- original plans, blueprints, specifications or designs; and
- original source material used to enter or program **electronic data**, but not the **electronic data** itself.

Valuable papers does not mean:

- **electronic data**;
- prepackaged software programs; or
- **money** or **securities**.

Water

Water means water that:

- escapes from processing equipment, plumbing systems, refrigeration systems, cooling systems or heating systems (other than underground storage tanks, underground piping or underground tubing) provided such water is intended to be contained in such processing equipment, plumbing systems, refrigeration systems, cooling systems or heating systems;
- backs up or overflows through sewers, drains or sump;
- seeps or leaks through basements, foundations, roofs, walls, floors or ceilings of any building or other structure; or
- enters doors, windows or other openings in any building or other structure.

Property Insurance Section

Endorsements

Endorsement

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

This Endorsement applies to the following forms:

BUILDING AND PERSONAL PROPERTY
PROPERTY/BUSINESS INCOME CONDITIONS & DEFINITIONS
EXTRA EXPENSE

The following is added to the forms shown above.

**Exclusion
Endorsement****Malicious Programming**

This insurance does not apply to any loss or damage caused by or resulting from **malicious programming**, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

This Malicious Programming exclusion does not apply to direct physical loss or damage caused by or resulting from a peril not otherwise excluded if such peril is the direct result of **malicious programming**.

Under Loss Payment Limitation, the provisions titled Electronic Data or Loss Or Damage To Electronic Data are deleted.

**Loss Payment
Limitations**

*Electronic Data Or Loss Or
Damage To Electronic
Data*

All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

This Endorsement applies to the following forms:
PROPERTY/BUSINESS INCOME CONDITIONS & DEFINITIONS

Under Definitions, the definitions of Malicious Programming and System are deleted and replaced with the following:

Definitions**Malicious Programming**

Malicious programming means an illegal or malicious entry into **electronic data** or a **system** which results in functions that:

- distort;
- corrupt;
- manipulate;
- copy;
- delete;
- destroy;
- slow down; or
- prevent the use of,

such **electronic data** or **system**.

Definitions
(continued)

System

System means any:

- A.
 - 1. computer hardware, software or firmware;
 - 2. electronic device, electronic data storage device or electronic data backup facility;
 - 3. telecommunications system or device, mobile phone, tablet or networking device; and
 - 4. Industrial Control System or any components thereof; and
- B.
 - 1. blockchain technology;
 - 2. associated input or output devices;
 - 3. **electronic data**; and
 - 4. network storage equipment or storage area network including those that:
 - a. have the capability to be linked together through the internet or an internal network;
or
 - b. are connected through data storage or other devices,
in connection with that which is described in paragraph A. above.

All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

This Endorsement applies to the following forms:

BUILDING AND PERSONAL PROPERTY

Under Exclusions, the Errors In Systems Programming exclusion is deleted and replaced with the following:

Exclusions**Errors In Systems
Programming**

This insurance does not apply to any loss or damage (including the cost of correcting or making good) caused by or resulting from:

- A. errors or omissions in the development of, programming of, or instructions to:
 - 1. **electronic data processing property**; or
 - 2. a machine; or
- B. **electronic data** which is faulty, inadequate or defective for the use intended at the time of loss or damage.

This Errors In Systems Programming exclusion does not apply to:

- **accounts receivable records, fine arts, money, securities, personal property while in transit, research and development property or valuable papers**; or

Exclusions

*Errors In Systems
Programming
(continued)*

- ensuing loss or damage caused by or resulting from a **specified peril**.

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in black ink, appearing to be "P. M. S.", written over a horizontal line.

Property Insurance**Endorsement**

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

This Endorsement applies to the following forms:

BUILDING AND PERSONAL PROPERTY
PROPERTY/BUSINESS INCOME CONDITIONS & DEFINITIONS

The following applies to all forms shown above, other than Business Income With Extra Expense, Business Income Without Extra Expense, Business Income With Extra Expense And Research And Development Income Coverage, and Electronic Data Processing Business Income With Extra Expense.

Under Limits of Insurance, Automatic Increase in Limits is deleted and replaced by the following:

Limits Of Insurance***Automatic Increase in
Limits - Building,
Personal Property Or
Stock***

At the time of loss or damage to **building, personal property or stock**, the applicable Limit Of Insurance for Building, Personal Property or Stock will automatically increase by the annual percentage shown under Automatic Increase In Limits in the Declarations. The amount of increase will be determined by multiplying the applicable Limit Of Insurance for Building, Personal Property or Stock shown in the Declarations by the percentage shown under Automatic Increase In Limits.

This automatic Increase In Limits applies only to a premises shown in the Declarations for which the Automatic Increase In Limits is shown.

Property Endorsement
(continued)

If Business Income With Extra Expense, Business Income With Extra Expense And Research And Development Income Coverage or Electronic data Processing Business Income With Extra Expense are shown above, the following applies:

Under Limits of Insurance, Automatic Increase in Limits is deleted and replaced by the following:

Limits Of Insurance

**Automatic Increase In
Limits - Business
Income With Extra
Expense**

At the time of loss or damage, the applicable Limit Of Insurance for Business Income With Extra Expense or Business Income With Extra Expense and Research And Development Income will automatically increase by the annual percentage shown under Automatic Increase In Limits in the Declarations. The amount of increase will be determined by multiplying the applicable Limit Of Insurance for Business Income With Extra Expense or Business Income With Extra Expense And Research And Development Income shown in the Declarations by the percentage shown under Automatic Increase In Limits.

This Automatic Increase In Limits applies only to a premises shown in the Declarations for which the Automatic Increase In Limits is shown.

If Business Income Without Extra Expense is shown above, the following applies:

Under Limits Of Insurance, Automatic Increase in Limits is deleted and replaced by the following:

Limits of Insurance

**Automatic Increase in
Limits - Business
Income Without Extra
Expense**

At the time of loss or damage, the applicable Limit Of Insurance for Business Income Without Extra Expense will automatically increase by the annual percentage shown under Automatic Increase In Limits in the Declarations. The amount of increase will be determined by multiplying the applicable Limit Of Insurance for Business Income Without Extra Expense shown in the Declarations by the percentage shown under Automatic Increase In Limits.

This Automatic Increase In Limits applies only to a premises shown in the Declarations for which the Automatic Increase In Limits is shown.

All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

This Endorsement applies to the following forms:

BUILDING AND PERSONAL PROPERTY
PROPERTY/BUSINESS INCOME CONDITIONS & DEFINITIONS

EXTRA EXPENSE

Under Premises Coverages, and only with respect to premises for which a Limit Of Insurance for Building or Personal Property is shown in the Declarations, the following is added:

Premises Coverages**Communicable Disease
Contamination**

We will pay for the:

- A. extraordinary costs you incur to clean up, remove, restore or replace contaminated **building** or **personal property** because of the presence of a specific **communicable disease** at the premises shown in the Declarations when a governmental health authority having jurisdiction over the premises has issued an advisory about an outbreak of such disease; and
- B. resulting actual **business income** loss you incur due to the actual impairment of your **operations** during the **period of restoration**.

The coverage for **business income** will:

- A. begin:
 - 1. after the applicable waiting period shown in the Declarations for Business Income expires; or
 - 2. 24 consecutive hours following the date you begin to clean up, remove, restore or replace contaminated **building** or **personal property**,whichever is longer; and

Premises Coverages

Communicable Disease Contamination (continued)

- B. end:
1. 180 consecutive days after this coverage begins;
 2. whenever your **business income** loss ends; or
 3. when this policy expires,
- whichever occurs first.

The Waiting Period shown in the Declarations will begin immediately following the date you begin to clean up, remove, restore or replace contaminated **building** or **personal property**.

The most we will pay at all premises for the sum of all such covered costs and resulting actual **business income** loss you incur during each separate 12 month policy period, is the applicable Limit Of Insurance for Communicable Disease Contamination shown in the Declarations.

We will not pay for the costs to test for, monitor, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of a **communicable disease**, other than payment for testing that is performed during the clean-up or removal of the **communicable disease**.

This Premises Coverage does not apply:

- C. if the presence of **communicable disease**:
1. is caused by or results from a peril that is excluded under this insurance;
 2. existed prior to the effective date shown in the Declarations; or
 3. is not reported to us in writing as soon as possible after you first become aware, or in the exercise of reasonable care, should have become aware, of the presence of a **communicable disease**; and
- D. to **business income** loss, unless a Limit Of Insurance for Business Income is shown in the Declarations applicable to the premises for which a Limit Of Insurance for Communicable Disease Contamination is shown in the Declarations.

The Debris Removal provision contained in the Building And Personal Property contract is deleted and replaced with the following:

Debris Removal Coverage

Debris Removal

- A. We will pay for the costs you incur to:
1. demolish and remove debris of damaged covered property (other than **outdoor trees, shrubs, plants or lawns**) caused by or resulting from a peril not otherwise excluded that occurs during the policy period; or
 2. remove debris of damaged **outdoor trees, shrubs, plants or lawns** at the premises shown in the Declarations, caused by or resulting from a **specified peril** (other than windstorm or hail) that occurs during the policy period.

Endorsement

Effective Date APRIL 14, 2025

Policy Number 3598-70-74 ECE

**Debris Removal
Coverage****Debris Removal
(continued)**

- B. The most we will pay for debris removal is the lesser of:
1. 25% of the covered direct physical loss or damage; or
 2. the remaining applicable Limit Of Insurance for such covered property shown in the Declarations, after payment of the covered direct physical loss or damage.
- C. If the amount in B. above is insufficient to pay the debris removal, we will pay the remaining debris removal, subject to the applicable Limit Of Insurance shown under Debris Removal in the Declarations.
- We will also pay up to \$10,000 for the costs you incur at each premises to remove debris that is blown onto your premises by wind, if the wind would be covered by this insurance.
- D. Debris removal will be paid only if:
1. reported to us in writing within 180 days of the date of the covered direct physical loss or damage; and
 2. a Limit Of Insurance applicable to the damaged covered property is shown in the Declarations.
- E. Debris removal does not apply to costs to:
1.
 - a. clean up or remove **pollutants** from land, water or air;
 - b. clean up, remove, restore or replace covered property because of the presence of **fungus**; or
 - c. clean up, remove, restore or replace polluted land, water or air, either inside or outside of a **building**; or
 2. demolish and clear the site of the undamaged portion of the **building**.

Under Exclusions, the following is added:

Exclusions**Communicable Disease**

This insurance does not apply to loss or damage:

- which is **communicable disease**;
- which is in anyway attributed to the presence of **communicable disease**; or

Exclusions

Communicable Disease (continued)

- caused by or resulting from **communicable disease**, regardless of any other cause or event that directly or indirectly:
 - contributes concurrently to; or
 - contributes in any sequence to,
- the loss or damage, even if such other cause or event would otherwise be covered.

This Communicable Disease exclusion does not apply:

- A. when the presence of **communicable disease** results from:
 - 1. explosion;
 - 2. fire;
 - 3. leakage from fire protection equipment; or
 - 4. lightning; or
- B. to the extent insurance is provided under the Communicable Disease Contamination Premises Coverage.

Under Definitions, and only for the purposes of this endorsement, the definitions of Fungus and Pollutants are deleted and replaced with the following:

Definitions

Fungus

Fungus means any:

- A.
 - 1. mildew, mold or other fungi;
 - 2. other microorganisms; or
 - 3. any mycotoxins, spores, or other by-products of the foregoing; or
- B. colony or group of any of the foregoing.

Fungus does not mean **communicable disease**.

Pollutants

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fibers, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Pollutants does not mean:

- **fungus**; or
 - **communicable disease**.
-

Endorsement

Effective Date APRIL 14, 2025

Policy Number 3598-70-74 ECE

Under Definitions, the following is added:

Definitions**Communicable Disease**

Communicable disease means a disease that:

- A. may be transmitted directly or indirectly by one person or other life form to another; and
- B. is due to:
 - 1. an infectious agent; or
 - 2. a toxic product produced by such infectious agent.

All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

This Endorsement applies to the following forms:

BUILDING AND PERSONAL PROPERTY
EXTRA EXPENSE
PROPERTY/BUSINESS INCOME CONDITIONS & DEFINITIONS
IMPAIRMENT OF COMPUTER SERVICES-MALICIOUS PROGRAMMING

A new section titled Terrorism Provisions is added to the end of this contract.

Terrorism Provisions**Cap On Certified
Terrorism Losses**

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceed \$100 billion in a calendar year; and
- we have met our insurer deductible under the **terrorism law**,

we will 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.

A new section titled Terrorism Definitions is added.

Terrorism Definitions**Certified Act Of Terrorism**

Certified act of terrorism means any act that is certified by the Secretary of the Treasury of the United States to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure;
and

Property Endorsement
(continued)

- B. that results in damage:
1. within the **United States**; or
 2. outside of the **United States** in the case of:
 - a. an air carrier or vessel as described in the **terrorism law**; or
 - b. the premises of a mission of the United States of America,which was committed by an individual or individuals as part of an effort to:
 - coerce the civilian population; or
 - influence the policy or affect the conduct of the Government,of the **United States**.

Certified act of terrorism does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

State

State means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

Terrorism Law

Terrorism law means the Terrorism Risk Insurance Act of 2002 as amended.

United States

United States means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

This Endorsement applies to the following forms:

BUILDING AND PERSONAL PROPERTY
PROPERTY/BUSINESS INCOME CONDITIONS & DEFINITIONS

Under Definitions, Building and Personal Property are deleted and replaced with the following:

Definitions**Building**

Building means:

- a structure;
- **building components**;
- completed additions;
- additions to the structure under construction; and
- alterations and repairs to the structure.

Building does not mean:

- land, water or air, either inside or outside of a structure;
- dams;
- dikes;
- paved or concrete surfaces;
- underground mines or mine shafts or any property within such underground mines or mine shafts;

Definitions

Building (continued)

- retaining walls;
- foundations or supports below the surface of the lowest floor or basement;
- **docks and piers property;**
- **outdoor trees, shrubs, plants or lawns;** or
- any structure you do not own, occupy and are not legally or contractually required to insure.

Personal Property

Personal property means:

- all your business personal property;
- business personal property you lease;
- **personal property of others;**
- labor, materials and services furnished or arranged by you on **personal property of others;**
- signs, fixtures, glass and other **tenant's improvements and betterments;** and
- glass in **buildings** you do not own if you are legally or contractually required to maintain such glass.

Personal property does not mean:

- **building**, except **tenant's improvements and betterments** and glass in **buildings** you do not own if you are legally or contractually required to maintain such glass;
- land, water or air, either inside or outside of a structure;
- retaining walls;
- growing crops;
- **outdoor trees, shrubs, plants or lawns;**
- vehicles or machines required to be licensed for use on public roads;
- trailers;
- **contractors' equipment;**
- watercraft;
- **docks and piers property;**
- aircraft, except aircraft manufactured, processed, warehoused or held for sale while on the ground;
- **electronic data;**
- **money or securities;**
- personal property sold under a conditional sale or trust agreement or an installment or deferred payment plan after delivery to customers, except as provided under the Deferred Payments Additional Coverage;
- import shipments prior to either discharge from aircraft or oceangoing vessel or termination of the risk assumed by cargo insurance;
- export shipments after either being loaded on aircraft or oceangoing vessel or having come under the protection of cargo insurance;

Endorsement

Effective Date APRIL 14, 2025

Policy Number 3598-70-74 ECE

Definitions**Personal Property**
(continued)

- animals, except animals owned by others and boarded by you or animals owned by you and held for sale;
- any personal property which is in or below underground mines or mine shafts; or
- **mobile communication property.**

Definitions**Docks And Piers**
Property

Under Definitions, the following is added:

Docks and piers property means fixed or floating docks and piers, and their:

- A. supporting structures; and
- B. attached:
 - 1. electrical and water lines; and
 - 2. machinery and equipment.

Docks and piers property does not mean:

- land, water or air, either inside or outside of a structure;
- retaining walls;
- **outdoor trees, shrubs, plants or lawns;**
- trailers;
- watercraft;
- **contractors' equipment;**
- **electronic data;** or
- **mobile communication property.**

All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

This Endorsement applies to the following forms:

BUILDING AND PERSONAL PROPERTY
PROPERTY/BUSINESS INCOME CONDITIONS & DEFINITIONS

SCHEDULE

Limit Of Insurance: \$ 50,000

Under Additional Coverages, the following is added:

Additional Coverages**Goods In Transit**

We will pay for:

- direct physical loss or damage to **goods in transit** caused by or resulting from a peril not otherwise excluded; and
 - general average contributions and salvage charges payable according to the York-Antwerp Rules, and where applicable, United States laws and usage,
- not to exceed the applicable Limit Of Insurance for Goods In Transit shown in the Schedule above.

Additional Coverages

(continued)

**Free On Board (FOB),
Free Alongside (FAS),
Free Carrier-Named
Place (FCA), & Cost Of
Freight-Named Port Of
Destination (CFR)**

We will pay for your interest in goods sold by you on terms of sale which do not obligate you to:

- furnish ocean marine insurance; or
- deliver the goods to or within the country of final destination,

when such goods suffer direct physical loss or damage caused by or resulting from a peril not otherwise excluded.

This insurance attaches at the commencement of loading of such goods onto an overseas conveyance at the point of origin and continues until the first of the following occurs:

- the shipment is delivered to any place of storage other than storage in the ordinary course of transit;
- the risk of loss or damage to the goods passes to the consignee; or
- 30 days pass from the date the shipment arrives at the place where it is to be loaded aboard an overseas conveyance.

Such goods are valued at selling price less unincurred expenses.

Attachment And Termination

Only with respect to coverage provided under this endorsement, the following new Section called Attachment And Termination is added:

This insurance applies to shipments of goods made on or after the Effective Date shown in the Declarations and remains in force, unless cancelled.

Limits Of Insurance

Goods In Transit

Under Limits Of Insurance, and only with respect to the Goods In Transit Additional Coverage, the following is added:

The most we will pay in any **occurrence** is the amount of loss, damage, or associated expense, not to exceed the applicable Limit Of Insurance shown in Schedule above.

Deductible

Goods In Transit

Under Deductible, and only with respect to the Goods In Transit, the following is added:

Subject to the applicable Limit Of Insurance, we will pay the amount of loss, damage or associated expense in excess of the Deductible shown in the Schedule above for each **occurrence**. Any Deductible shown in the Declarations does not apply. The Deductible does not apply to general average contributions or salvage charges.

Endorsement

Effective Date APRIL 14, 2025

Policy Number 3598-70-74 ECE

**Loss Payment Basis
Exceptions**

Under Loss Payment Basis Exceptions, the following is added:

Goods In Transit

Import **goods in transit** is valued at landed cost. Export **goods in transit** is valued at selling price, less unincurred expenses.

Conditions

Under Conditions, and only with respect to the Goods In Transit, the following is added:

**Coverage Territory –
Goods In Transit**

The Coverage Territory for Goods In Transit Additional Coverage is worldwide.

Definitions

Under Definitions, the following is added:

Goods In Transit

Goods in transit means:

- your business personal property; or
- business personal property of others for which you have agreed to provide insurance of the type provided by this policy,

while being:

- A. shipped by or consigned to you, or shipped by or consigned to others for your account and:
 - 1. sold by you on terms of sale which include ocean marine insurance, or on terms of sale which obligate you to deliver the goods to or within the country of destination;
 - 2. purchased by you on terms of sale which do not include ocean marine insurance, or on terms of sale which obligate you to take delivery of the goods prior to arrival at or within the country of destination;
 - 3. purchased or sold by you when written instructions to provide ocean marine insurance are received by you and agreed to prior to shipment from place of origin (including shipments to or from your subsidiaries regardless of terms of sale);
 - 4. are intracompany shipments; or
 - 5. for which you have agreed in writing, prior to loss or damage, to provide insurance of the type provided by this policy; and
- B. shipped by metal-hulled, self-propelled vessels, aircraft, and by connecting conveyances by sea, land or air, including by messenger if required.

Definitions

Goods In Transit (continued)

Goods in transit does not mean:

- contraband or other personal property in the course of illegal transportation or trade;
- currency, coins, bank notes or bullion;
- food stamps;
- checks or drafts drawn on any account;
- travelers checks, registered checks and money orders, held for sale to the public;
- all negotiable and nonnegotiable instruments or contracts that represent either money or other property held by you in any capacity;
- revenue and other stamps in current use;
- tokens; or
- tickets.

Shipping includes loading and unloading.

All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

Policy Period APRIL 14, 2025 TO APRIL 14, 2026

Effective Date APRIL 14, 2025

Policy Number 3598-70-74 ECE

Insured CAL SAILING CLUB

Name of Company FEDERAL INSURANCE COMPANY

Date Issued MARCH 3, 2025

This Endorsement applies to the following forms:

BUILDING AND PERSONAL PROPERTY
PROPERTY/BUSINESS INCOME CONDITIONS & DEFINITIONS

SCHEDULE

Premises: 124 UNIVERSITY AVE BLDG # 2
 BERKELEY, CALIFORNIA 94710
 COUNTY OF ALAMEDA

ADDITIONAL EXCLUSIONS
INUNDATION, BACK-UP AND MUDFLOW

Policy language follows

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Endorsement

Effective Date APRIL 14, 2025

Policy Number 3598-70-74 ECE

Exclusions

Under Exclusions, the following is added.

The exclusions shown in the Schedule above and described in the Exclusions section of this endorsement are added with respect to the:

- Premises Coverages, Additional Coverages and Debris Removal Coverage provided in the forms shown above; and
- premises shown in the Schedule above.

Change In Flavor

This insurance does not apply to:

- loss or damage, which is change in flavor, taste, color, texture, finish, appearance, smell or scent; or
- loss or damage caused by or resulting from change in flavor, taste, color, texture, finish, appearance, smell or scent,

regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

This Change In Flavor exclusion does not apply to:

- loss or damage caused by or resulting from a **specified peril**; or
- ensuing loss or damage caused by or resulting from a **specified peril**.

Change In Temperature

This insurance does not apply to loss or damage caused by or resulting from natural or artificial:

- dampness or dryness of atmosphere; or
- changes in or extremes of temperature,

regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

This Change In Temperature exclusion does not apply to:

- loss or damage caused by or resulting from a **specified peril**; or
 - ensuing loss or damage caused by or resulting from a **specified peril**.
-

Exclusions

(continued)

Discharge Of Water

This insurance does not apply to loss or damage caused by or resulting from water that escapes from processing equipment, plumbing systems, refrigeration systems, cooling systems or heating systems (other than underground storage tanks, underground piping or underground tubing) provided such water is intended to be contained in such processing equipment, plumbing systems, refrigeration systems, cooling systems or heating systems, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

This Discharge Of Water exclusion does not apply to:

- water or other substance discharged from within any part of fire protection equipment; or
- ensuing loss or damage caused by or resulting from a **specified peril**.

Inherent Vice Or Latent Defect

This insurance does not apply to loss or damage caused by or resulting from:

- inherent vice; or
- hidden or latent defect.

This Inherent Vice Or Latent Defect exclusion does not apply to:

- loss or damage caused by or resulting from a **specified peril**; or
- ensuing loss or damage caused by or resulting from a **specified peril or water**.

Inundation, Back-Up And Mudflow

This insurance does not apply to loss or damage caused by or resulting from:

- A. surface water;
- B. mudslide or mudflow;
- C. water under the ground surface pressing on, or flowing or seeping through:
 1. foundations, walls, or paved surfaces;
 2. basements, whether paved or not;
 3. doors or windows; or
 4. other pathways, and

any back-up or overflow from a sewer, drain or sump resulting from any of the foregoing, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

This Inundation, Back-up And Mudflow exclusion does not apply to ensuing loss or damage caused by or resulting from a **specified peril**.

Endorsement

Effective Date APRIL 14, 2025

Policy Number 3598-70-74 ECE

Exclusions

(continued)

**Leakage From Fire
Protection Equipment**

This insurance does not apply to loss or damage caused by or resulting from:

- water or other substance discharged from within any part of the “fire protection equipment” for the premises or for adjoining premises;
- collapse of tanks forming a part of the “fire protection equipment”, including the component parts or supports of those tanks; or
- freezing of “fire protection equipment”.

“Fire protection equipment” means tanks, water mains, hydrants or valves and other equipment or its component parts whether used solely or jointly for fire protection, or for other purposes.

This Leakage From Fire Protection Equipment exclusion does not apply to ensuing loss or damage caused by or resulting from a **specified peril**.

For the purpose of this exclusion, **specified peril** does not include **leakage from fire protection equipment**.

Mine Subsidence

This insurance does not apply to loss or damage caused by or resulting from lateral or vertical movement, including collapse, caused by or resulting from the collapse of man-made underground mines.

This Mine Subsidence exclusion does not apply to ensuing loss or damage caused by or resulting from a **specified peril**.

For the purpose of this exclusion, **specified peril** does not include **mine subsidence**.

Riot Or Civil Commotion

This insurance does not apply to loss or damage caused by or resulting from civil disturbance, including:

- acts of your striking employees, striking employees of other tenants or striking employees of the building owner, while occupying the insured premises;
- any domestic, occasional, local or temporary outbreak of unlawful violence;
- any tumult caused by the gathering of a multitude of unruly individuals; or
- looting occurring at the time and place of such civil disturbance.

This Riot Or Civil Commotion exclusion does not apply to ensuing loss or damage caused by or resulting from a **specified peril**.

For the purpose of this exclusion, **specified peril** does not include **vandalism**.

Exclusions

(continued)

Rust

This insurance does not apply to loss or damage caused by or resulting from rust, oxidation, corrosion or discoloration.

This Rust exclusion does not apply to ensuing loss or damage caused by or resulting from a **specified peril**.

Sinkhole Collapse

This insurance does not apply to loss or damage caused by or resulting from the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite.

This Sinkhole Collapse exclusion does not apply to ensuing loss or damage caused by or resulting from a **specified peril**.

For the purpose of this exclusion, **specified peril** does not include **sinkhole collapse**.

Spoilage

This insurance does not apply to:

- loss or damage, which is spoilage, rapid decay or deterioration; or
- loss or damage caused by or resulting from spoilage, rapid decay or deterioration, regardless of any other cause or event that directly or indirectly:
 - contributes concurrently to; or
 - contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

This Spoilage exclusion does not apply to:

- loss or damage caused by or resulting from a **specified peril**; or
- ensuing loss or damage caused by or resulting from a **specified peril**.

Steam Boiler

This insurance does not apply to loss or damage to any steam boiler, steam pipe, steam turbine or steam engine owned or leased by you, or operated under your control caused by or resulting from any condition or occurrence within that steam boiler, steam pipe, steam turbine or steam engine and any resulting:

- **business income** loss;
- **rental income** loss; or
- **extra expense**;

if covered.

Theft

This insurance does not apply to loss or damage caused by or resulting from **theft**.

This Theft exclusion does not apply to ensuing loss or damage caused by or resulting from a **specified peril**.

Endorsement

Effective Date APRIL 14, 2025

Policy Number 3598-70-74 ECE

Exclusions

(continued)

Vandalism

This insurance does not apply to loss or damage caused by or resulting from willful and malicious damage to or destruction of property.

This Vandalism exclusion does not apply to:

- loss or damage caused by or resulting from **theft**; or
- ensuing loss or damage caused by or resulting from a **specified peril**.

For the purpose of this exclusion, **specified peril** does not include **vandalism**.

Volcanic Action

This insurance does not apply to loss or damage caused by or resulting from:

- airborne volcanic blast or shock waves;
- ash, dust or particulate matter; or
- lava flows,

arising out of the eruption of a volcano and the costs to remove ash, dust or particulate matter from covered property arising out of the eruption of a volcano only when such ash, dust or particular matter causes direct physical loss or damage to such covered property.

This Volcanic Action exclusion does not apply to ensuing loss or damage caused by or resulting from a **specified peril**.

For the purpose of this exclusion, **specified peril** does not include **volcanic action**.

Voluntary Parting

This insurance does not apply to loss or damage caused by or resulting from voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

This Voluntary Parting exclusion does not apply to ensuing loss or damage caused by or resulting from a **specified peril**.

Weight Of Snow, Ice Or Sleet

This insurance does not apply to loss or damage caused by or resulting from the weight of snow, ice, sleet, freezing rain or any other form of frozen precipitation, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

Exclusions

Weight Of Snow, Ice Or Sleet (continued)

This Weight Of Snow, Ice Or Sleet exclusion does not apply to ensuing loss or damage caused by or resulting from a **specified peril**.

Windstorm

This insurance does not apply to loss or damage caused by or resulting from:

- wind;
 - wind-driven rain;
 - erosion of soil or other land caused by or resulting from wind or wind-driven rain;
 - hail; or
 - collapse of a structure caused by or resulting from wind,
- regardless of any other cause or event that directly or indirectly:
- contributes concurrently to; or
 - contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

This Windstorm exclusion does not apply to:

A. loss or damage caused by or resulting from:

1. frost;
 2. cold weather;
 3. snow; or
 4. sleet or ice (other than hail),
- whether driven by wind or not; or

B. ensuing loss or damage caused by or resulting from a **specified peril**.

For the purpose of this exclusion, **specified peril** does not include **windstorm**.

Under Definitions, the following are added:

Definitions

Leakage From Fire Protection Equipment

Leakage from fire protection equipment means:

- water or other substance discharged from within any part of the “fire protection equipment” for the premises or for adjoining premises;
- collapse of tanks forming a part of the “fire protection equipment”, including the component parts or supports of those tanks; or
- freezing of “fire protection equipment”.

“Fire protection equipment” means tanks, water mains, hydrants or valves and any other equipment or its component parts whether used solely or jointly for fire protection or for other purposes.

Endorsement

Effective Date APRIL 14, 2025

Policy Number 3598-70-74 ECE

Definitions

(continued)

Mine Subsidence

Mine subsidence means lateral or vertical movement, including collapse, caused by or resulting from the collapse of man-made underground mines.

Sinkhole Collapse

Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite.

Theft

Theft means the unlawful taking and carrying away of covered property with intent to deprive the rightful owner of that covered property.

Vandalism

Vandalism means willful and malicious damage to or destruction of property.

Volcanic Action

Volcanic action means:

- airborne volcanic blast or shock waves;
- ash, dust or particulate matter; or
- lava flows,

arising out of the eruption of a volcano and the costs to remove ash, dust or particulate matter from covered property arising out of the eruption of a volcano only when such ash, dust or particulate matter causes direct physical loss or damage to such covered property.

Windstorm

Windstorm means:

- wind;
- wind-driven rain;
- erosion of soil or other land caused by or resulting from wind or wind-driven rain;
- hail; or
- collapse of a structure caused by or resulting from wind.

Windstorm does not include:

- frost;
- cold weather;
- snow; or

Definitions

Windstorm
(continued)

- sleet or ice (other than hail),
whether driven by wind or not.

All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

This Endorsement applies to the following forms:

BUILDING AND PERSONAL PROPERTY
EXTRA EXPENSE
PROPERTY/BUSINESS INCOME CONDITIONS & DEFINITIONS

SCHEDULE

Premises:	124 UNIVERSITY AVE BERKELEY, CALIFORNIA 94710 COUNTY OF ALAMEDA	BLDG # 1
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DESIGNATED PERILS	
INUNDATION, BACK-UP AND MUDFLOW	
SUBSIDIARY LIMIT OF INSURANCE	\$ 50,000

Policy language follows

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Endorsement

Effective Date APRIL 14, 2025

Policy Number 3598-70-74 ECE

Under Limits Of Insurance, and only with respect to the:

- premises shown in the Schedule above; and
- Premises Coverages, Additional Coverages and Debris Removal Coverage provided in the forms shown above,

Limits Of Insurance is deleted and replaced with the following:

Limits Of Insurance***Subsidiary Limits Of Insurance***

The most we will pay in any **occurrence** for:

- direct physical loss or damage;
- **business income** or **rental income** loss; and
- **extra expense**,

at the applicable premises shown in the Schedule above caused by or resulting from the applicable Designated Peril(s) shown in the Schedule above and defined in the Definitions section of this endorsement, is the lesser of the applicable:

- Limit Of Insurance shown in the Declarations; or
- Subsidiary Limit Of Insurance shown in the Schedule above.

The applicable Subsidiary Limit Of Insurance shown in the Schedule above:

- applies only to coverages for which a limit of insurance is shown in the Declarations at the applicable premises shown in the Schedule above; and
- is the most we will pay in any **occurrence**, regardless of the number of perils shown with a premises in the Schedule above.

Under Conditions, the following are added:

Conditions***Building And Personal Property Coinsurance***

Coinurance on **building** or **personal property** does not apply to the Limits Of Insurance shown in the Schedule of this endorsement.

Business Income Or Rental Income Coinsurance

Coinurance on **business income** or **rental income** does not apply to the Limits Of Insurance shown in the Schedule of this endorsement.

Under Definitions, the following definitions are added:

Definitions

Change In Flavor

Change in flavor means change in flavor, taste, color, texture, finish, appearance, smell or scent, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

such peril, even if such other cause or event would otherwise be covered.

Change in flavor does not include:

- that which is caused by or results from a **specified peril**; or
- an ensuing **specified peril**.

Change In Temperature

Change in temperature means natural or artificial:

- dampness or dryness of atmosphere; or
- changes in or extremes of temperature,

regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

such peril, even if such other cause or event would otherwise be covered.

Change in temperature does not include:

- that which is caused by or results from a **specified peril**; or
- an ensuing **specified peril**.

Discharge Of Water

Discharge of water means water that escapes from processing equipment, plumbing systems, refrigeration systems, cooling systems or heating systems (other than underground storage tanks, underground piping or underground tubing) provided such water is intended to be contained in such processing equipment, plumbing systems, refrigeration systems, cooling systems or heating systems, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

such peril, even if such other cause or event would otherwise be covered.

Discharge of water does not include:

- water or other substance discharged from within any part of fire protection equipment; or
- an ensuing **specified peril**.

Electric Arcing

Electric arcing means electric arcing of property.

Electric arcing does not include an ensuing peril not otherwise excluded.

Endorsement

Effective Date APRIL 14, 2025

Policy Number 3598-70-74 ECE

Definitions

(continued)

Inherent Vice/Latent Defect

Inherent vice/latent defect means:

- inherent vice; or
- hidden or latent defect.

Inherent vice/latent defect does not include:

- that which is caused by or results from a **specified peril**; or
- an ensuing **specified peril** or ensuing **water**.

Inundation, Back-Up And Mudflow

Inundation, back-up and mudflow means:

- A. surface water;
- B. mudslide or mudflow;
- C. water under the ground surface pressing on, or flowing or seeping through:
 - 1. foundations, walls, or paved surfaces;
 - 2. basements, whether paved or not;
 - 3. doors or windows; or
 - 4. other pathways, and

any back-up or overflow from a sewer, drain or sump resulting from any of the foregoing, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

Inundation, back-up and mudflow does not include an ensuing **specified peril**.

Leakage From Fire Protection Equipment

Leakage from fire protection equipment means:

- water or other substance discharged from within any part of the “fire protection equipment” for the premises or for adjoining premises;
- collapse of tanks forming a part of the “fire protection equipment”, including the component parts or supports of those tanks; or
- freezing of “fire protection equipment”.

“Fire protection equipment” means tanks, water mains, hydrants or valves and any other equipment or its component parts whether used solely or jointly for fire protection or for other purposes.

Definitions

Leakage From Fire Protection Equipment (continued)

Leakage from fire protection equipment does not include an ensuing **specified peril**.

For the purpose of this definition, **specified peril** does not include **leakage from fire protection equipment**.

Mechanical Breakdown

Mechanical breakdown means mechanical breakdown of property.

Mechanical breakdown does not include an ensuing peril not otherwise excluded.

Mine Subsidence

Mine subsidence means lateral or vertical movement, including collapse, caused by or resulting from the collapse of man-made underground mines.

Mine subsidence does not include an ensuing **specified peril**.

For the purpose of this definition, **specified peril** does not include **mine subsidence**.

Riot Or Civil Commotion

Riot or civil commotion means civil disturbance, including:

- acts of your striking employees, striking employees of other tenants or striking employees of the building owner, while occupying the insured premises;
- any domestic, occasional, local or temporary outbreak of unlawful violence;
- any tumult caused by the gathering of a multitude of unruly individuals; or
- looting occurring at the time and place of such civil disturbance.

Riot or civil commotion does not include an ensuing **specified peril**.

For the purpose of this definition, **specified peril** does not include **vandalism**.

Rust

Rust means rust, oxidation, corrosion or discoloration.

Rust does not include an ensuing **specified peril**.

Sinkhole Collapse

Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite.

Sinkhole collapse does not include an ensuing **specified peril**.

For the purpose of this definition, **specified peril** does not include **sinkhole collapse**.

Spoilage

Spoilage means spoilage, rapid decay or deterioration, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

such peril, even if such other cause or event would otherwise be covered.

Endorsement

Effective Date APRIL 14, 2025

Policy Number 3598-70-74 ECE

Definitions**Spoilage**
(continued)

Spoilage does not include:

- that which is caused by or results from a **specified peril**; or
- an ensuing **specified peril**.

Steam Boiler

Steam boiler means any condition or **occurrence** within a steam boiler, steam pipe, steam turbine or steam engine.

Steam boiler does not include an ensuing peril not otherwise excluded.

Theft

Theft means the unlawful taking and carrying away of covered property with the intent to deprive the rightful owner of that covered property.

Theft does not include an ensuing **specified peril**.

Vandalism

Vandalism means willful and malicious damage to or destruction of property.

Vandalism does not include:

- that which is caused by or results from **theft**; or
- an ensuing **specified peril**.

For the purpose of this definition, **specified peril** does not include **vandalism**.

Volcanic Action

Volcanic action means:

- airborne volcanic blast or shock waves;
- ash, dust or particulate matter; or
- lava flows,

arising out of the eruption of a volcano and the cost to remove ash, dust or particulate matter from covered property arising out of the eruption of a volcano only when such ash, dust or particulate matter causes direct physical loss or damage to such covered property.

Volcanic action does not include an ensuing **specified peril**.

For the purpose of this definition, **specified peril** does not include **volcanic action**.

Definitions (continued)

Voluntary Parting

Voluntary parting means voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

Voluntary parting does not include an ensuing **specified peril**.

Weight Of Snow, Ice Or Sleet

Weight of snow, ice or sleet means the weight of snow, ice, sleet, freezing rain or any other form of frozen precipitation, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

such peril, even if such other cause or event would otherwise be covered.

Weight of snow, ice or sleet does not include an ensuing **specified peril**.

Windstorm

Windstorm means:

- wind;
- wind-driven rain;
- erosion of soil or other land caused by or resulting from wind or wind-driven rain;
- hail; or
- collapse of a structure caused by or resulting from wind,

regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

such peril, even if such other cause or event would otherwise be covered.

Windstorm does not include:

- frost;
- cold weather;
- snow; or
- sleet or ice (other than hail),

whether driven by wind or not; or

Endorsement

Effective Date APRIL 14, 2025

Policy Number 3598-70-74 ECE

Definitions

Windstorm
(continued)

- an ensuing **specified peril**.

For the purpose of this definition, **specified peril** does not include **windstorm**.

All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

This Endorsement applies to the following forms:

BUILDING AND PERSONAL PROPERTY
PROPERTY/BUSINESS INCOME CONDITIONS & DEFINITIONS

SCHEDULE

Premises: 124 UNIVERSITY AVE
BERKELEY, CALIFORNIA 94710
COUNTY OF ALAMEDA

Policy language follows

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Endorsement

Effective Date APRIL 14, 2025

Policy Number 3598-70-74 ECE

Under Exclusions, and only with respect to the premises shown in the Schedule above and the forms shown above that:

- contain an Earthquake exclusion, such exclusion is deleted and replaced with the following Exclusion; or
- do not contain an Earthquake exclusion, the following Exclusion is added:

Exclusions**Earthquake/Earthquake
Sprinkler Leakage**

This insurance does not apply to loss or damage caused by or resulting from earthquake, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

This Earthquake/Earthquake Sprinkler Leakage exclusion does not apply to ensuing loss or damage caused by or resulting from a **specified peril**.

For the purposes of this endorsement, **specified peril** does not mean leakage from fire protection equipment.

All other terms and conditions remain unchanged.

Authorized Representative



Liability Insurance Section

Declarations

Schedule of Forms

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

The following is a schedule of forms issued as of the date shown above:

<i>Form Number</i>	<i>Edition Date</i>	<i>Form Name</i>	<i>Effective Date</i>	<i>Date Issued</i>
80-02-2047	11-18	LIAB GLOBAL EXTENSION W/CONTROLLED UL INS	04/14/25	03/03/25
80-02-6541	3-05	CONDITION - PREMIUM AUDIT	04/14/25	03/03/25
80-02-6566	4-04	EXCLUSION - ASBESTOS	04/14/25	03/03/25
80-02-8636	11-17	WAR - EXCLUSION	04/14/25	03/03/25
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	04/14/25	03/03/25
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	04/14/25	03/03/25
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	04/14/25	03/03/25
80-02-8287	10-09	COVERAGE TERRITORY, SCHEDULED	04/14/25	03/03/25
80-02-0010	4-94	LIABILITY DECLARATIONS	04/14/25	03/03/25
80-02-0430	7-18	EXL-AIRCRAFT, AUTOS, WATERCRAFT OR TRANS EXLC	04/14/25	03/03/25
80-02-2000	4-01	GENERAL LIABILITY	04/14/25	03/03/25
80-02-2008	4-01	LIQUOR LIABILITY	04/14/25	03/03/25
80-02-2010	4-94	NON-OWNED AND HIRED CAR LIABILITY	04/14/25	03/03/25
80-02-2095	3-10	ABUSE OR MOLESTATION-CLAIMS MADE AND REPORTED	04/14/25	03/03/25
80-02-2301	4-01	ADDITIONAL INSURED - CLUB MEMBERS	04/14/25	03/03/25
80-02-2328	4-01	CUMIS - CALIFORNIA	04/14/25	03/03/25
80-02-2333	4-01	EXCLUSION - NON-OWNED WATERCRAFT	04/14/25	03/03/25
80-02-2378	4-01	SPECIAL LIABILITY PROVISIONS	04/14/25	03/03/25
80-02-2466	9-99	EXCLUSION-DOCKS AND PIERS-YACHT CLUBS	04/14/25	03/03/25
80-02-2651	4-01	CUMIS - CALIFORNIA	04/14/25	03/03/25
80-02-2667	8-01	EXCL. BIOLOGICAL AGENTS	04/14/25	03/03/25
80-02-6403	1-15	CAP ON CERTIFIED TERRORISM LOSSES	04/14/25	03/03/25
80-02-6420	2-08	EXCL-SCHED CONTRACT,EVENT,PREM,PROD,SVC,WORK	04/14/25	03/03/25
80-02-6528	1-13	EXCL-INFO LAWS INCL UNAUTH OR UNSOLICIT COMMUN	04/14/25	03/03/25
80-02-6530	1-14	EXCL-ALCOHOLIC BEVERAGE LIABILITY, TOTAL	04/14/25	03/03/25
80-02-6595	5-06	DEDUCTIBLES	04/14/25	03/03/25
80-02-8283	9-09	MEDICAL EXPENSES EXCL, ATHLETIC ACTIVITES DEL	04/14/25	03/03/25
80-02-8290	5-10	EXCL - INTELLECTUAL PROPERTY LAWS OR RIGHTS	04/14/25	03/03/25
80-02-8327	4-12	EXCL-ABUSE MOLESTATION-ACTUAL ALLEGED THREAT	04/14/25	03/03/25
80-02-8422	4-12	EXCLUSION - POLLUTION	04/14/25	03/03/25
80-02-8423	4-12	EXCLUSION - LOSS OF USE ELECTRONIC DATA	04/14/25	03/03/25
80-02-8427	1-14	BODILY INJ PROP DAMAGE LIAB COV - LIQUOR LIAB	04/14/25	03/03/25
80-02-8559	3-17	EXCL-ACCESS/DISCLOSE CONFID. PERS INFO.-AI/PI	04/14/25	03/03/25
80-02-8635	11-17	COV-PROD WITHDRWL EXP & CRISIS ASSISTANCE EXP	04/14/25	03/03/25

last page

Declarations

Named Insured and Mailing Address

CAL SAILING CLUB
124 UNIVERSITY AVENUE
BERKELEY, CA 94710

Producer No. 0060435

Producer GOWRIE GROUP INC(BURGEE PROGRAM)
70 ESSEX ROAD
WESTBROOK, CT 06498-0000

Chubb Group of Insurance Companies
202B Hall's Mill Road
Whitehouse Station, NJ 08889

Policy Number 3598-70-74 ECE

Effective Date APRIL 14, 2025

Issued by the stock insurance company indicated below, herein called the company.

**FEDERAL INSURANCE
COMPANY**

*Incorporated under the laws of
INDIANA*

Policy Period

From: APRIL 14, 2025 To: APRIL 14, 2026
12:01 A.M. standard time at the Named Insured's mailing address shown above.

Liability Coverage

Limit Of Insurance

GENERAL LIABILITY

GENERAL AGGREGATE LIMIT (PRODUCTS AND COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE)	\$ 2,000,000
EACH OCCURRENCE LIMIT	\$ 1,000,000
ADVERTISING INJURY AND PERSONAL INJURY AGGREGATE LIMIT	\$ 1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$1,000,000
MEDICAL EXPENSES LIMIT	\$ 10,000

LIQUOR LIABILITY

AGGREGATE LIMIT	\$ 1,000,000
EACH COMMON CAUSE LIMIT	\$ 1,000,000

Liability Coverage
(continued)

Limit Of Insurance

NON-OWNED AND HIRED CAR LIABILITY

EACH OCCURRENCE LIMIT	\$ 1,000,000	
DEDUCTIBLE - EACH EVENT		\$ 1,000

ABUSE OR MOLESTATION

AGGREGATE LIMIT	\$ 1,000,000	
DEDUCTIBLE - EACH CLAIM		\$ 5,000
RETROACTIVE DATE		APRIL 14, 2020

LIABILITY GLOBAL EXTENSION

GLOBAL AGGREGATE LIMIT	\$ 5,000,000
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RATING INFORMATION

STATE: CALIFORNIA

COVERAGE NAME:

PREM/OPS

CLASSIFICATION CODE NUMBER:

41670

CLASSIFICATION DESCRIPTION:

CLUBS-CIVIC,SERV.,SOCIAL-W/O BLDGS OWNED/LEASED EXCEPT FOR O
(THIS CLASSIFICATION INCLUDES PRODUCTS/COMPLETED OPERATIONS)

PREMIUM BASIS:

NUMBER OF MEMBERS:

1,130

RATE:

4.069

COVERAGE NAME:

PREM/OPS

CLASSIFICATION CODE NUMBER:

61226

CLASSIFICATION DESCRIPTION:

BUILDINGS OR PREMISES - OFFICES - NOC - (FOR PROFIT)
(THIS CLASSIFICATION INCLUDES PRODUCTS/COMPLETED OPERATIONS)

PREMIUM BASIS:

AREA:

250

RATE:

284.000

Declarations

Effective Date APRIL 14, 2025

Policy Number 3598-70-74 ECE

Liability Coverage
(continued)**STATE: CALIFORNIA**

COVERAGE NAME:

LIQUOR LIABILITY

CLASSIFICATION CODE NUMBER:

70412

CLASSIFICATION DESCRIPTION:

LIQ. LIAB. - CLUBS

PREMIUM BASIS:

GROSS SALES:

IF ANY

RATE:

6.975

STATE: CALIFORNIA**ABUSE OR MOLESTATION**

CLASSIFICATION CODE NUMBER:

00452

CLASSIFICATION DESCRIPTION:

ABUSE OR MOLESTATION

PREMIUM BASIS:

NUMBER OF ENROLLEES:

IF ANY

RATE:

5.363

EMPLOYERS NON-OWNED

CLASSIFICATION CODE NUMBER:

00180

CLASSIFICATION DESCRIPTION:

EMPLOYER'S NON-OWNED - PARTNERSHIPS

PREMIUM BASIS:

NUMBER OF PARTNERS:

15

RATE:

172.667

HIRED CAR

CLASSIFICATION CODE NUMBER:

00181

CLASSIFICATION DESCRIPTION:

HIRED CAR

PREMIUM BASIS:

COST OF HIRE:

3,500

RATE:

3.114

Chubb. Insured.™

Liability Insurance

Liability Global Extension With Controlled Underlying Insurance

Table Of Contents

Section	Page No.
<i>Applicability Of This Global Extension</i>	3
<i>Coverages</i>	3
<i>Joint Investigation, Defense And Settlement Duties</i>	5
<i>Limits Of Insurance</i>	6
<i>Conditions</i>	6
<i>Definitions</i>	9

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Liability Global Extension With Controlled Underlying Insurance

Contract

Applicability Of This Global Extension

This Global Extension, issued to you or **your subsidiaries**, has been negotiated as part of a single multinational insurance program.

This Global Extension applies to all coverages contained in the liability contracts shown in the Liability Insurance Schedule of Forms in effect at the time of loss, except for any coverages contained in the Stop Gap contract or the Integrated Liability And Indemnity Insurance contract.

The additions, deletions and modifications contained in this Global Extension apply only to the insurance afforded by this Global Extension and only with respect to claims, suits or other loss circumstances happening outside the United States of America (including its possessions and territories) and Puerto Rico. However, this Global Extension does not apply to a suit brought in the United States of America or Puerto Rico.

Unless otherwise specified in this Global Extension:

- all other terms and conditions of this insurance remain unchanged; and
- this insurance is not subject to the terms and conditions of any **underlying insurance** or other insurance.

The use of the words damages, loss, cost or expense in any provision does not expand any coverages under this insurance.

Under Coverages, the following provisions are added.

Coverages

Difference In Limits/Excess Provision

Subject to all the terms and conditions of this insurance, we will pay or reimburse damages, loss, cost or expense to which this insurance applies, but only:

- that part of such damages, loss, cost or expense which exceeds all applicable limits of **underlying insurance** if such **underlying insurance** by its terms and conditions applies to the damage, loss, cost or expense, or would have applied but for the exhaustion of its limits of insurance; and
- to the extent that the Limits Of Insurance of this insurance have not been used up as described in the Limits Of Insurance provisions of this insurance.

This Difference In Limits/Excess Provision applies only if all applicable limits of **underlying insurance**, by its terms and conditions, are:

- reduced by payments to which **underlying insurance** applies; in such event, this insurance will drop down to apply in excess of the remaining amount of the applicable limits of **underlying insurance**; or
- exhausted by payments to which **underlying insurance** applies; in such event this insurance will apply in place of such **underlying insurance**.

This Difference In Limits/Excess Provision does not apply to any part of any:

- A. amounts within the limits of **underlying insurance**, regardless of whether or not such **underlying insurance** is available or collectible;

Coverages

Difference In Limits/Excess Provision (continued)

- B. amounts for which the liability or obligation under **underlying insurance** is by law unlimited, regardless of whether or not such **underlying insurance** is available or collectible; or
- C. costs or expenses related to any amounts as described in subparagraphs A. or B. above.

Collectibility Provision

- A. Subject to all the terms and conditions of this insurance, we will pay or reimburse damages, loss, cost or expense to which this insurance applies, but only to the extent that such damages, loss, cost or expense:
 - 1. are not collectible under **controlled underlying insurance**; and
 - 2. would otherwise be payable under the terms and conditions of such **controlled underlying insurance**.
- B. This Collectibility Provision applies only if the damages, loss, cost or expense are not collectible under **controlled underlying insurance** because the insurer of the **controlled underlying insurance**:
 - 1. is **financially impaired**; or
 - 2. has not paid within a reasonable period of time from the date of entry of final judgment or the date of settlement that determines the amount the insured is legally obligated to pay.
- C. This Collectibility Provision does not apply to any part of any:
 - 1. deductible, participation or retention (including any amounts allocated to and required to be paid by the insured);
 - 2. amounts claimed by any conservator, liquidator or statutory successor of any insurer; or
 - 3. costs or expenses related to any amounts described in subparagraphs C.1 or C.2. above.
- D. If payment is ultimately made to you or any other insured under any **controlled underlying insurance**, then you must promptly reimburse us for any payment that we have made under this provision. You must make such reimbursements in currencies and jurisdictions that are mutually acceptable.

Differences In Terms/Conditions Provision

Subject to all the terms and conditions of this insurance, we will pay or reimburse damages, loss, cost or expense to which this insurance applies, but only to the extent that there is no **underlying insurance** applicable to such damages, loss, cost or expense.

This Differences In Terms/Conditions Provision does not apply to any part of any:

- A. amounts to which any **underlying insurance** by its terms and conditions would apply, regardless of whether or not **underlying insurance** is available or collectible;
- B. amounts to which any **underlying insurance** by its terms and conditions would have applied, but for a limitation in such insurance with respect to:
 - 1. when an **event trigger** happens or when a claim is made or reported, unless such insurance is **controlled underlying insurance**; or
 - 2. the amount of the limits of insurance of such insurance;

Coverages**Differences In
Terms/Conditions
Provision
(continued)**

- C. deductible, participation or retention (including any amounts allocated to and required to be paid by the insured); or
- D. costs or expenses related to any amounts as described in subparagraphs A., B. or C. above.

**Joint Investigation,
Defense And
Settlement Duties**

The following section is added.

Subject to all of the terms and conditions of this insurance, we will have the right to investigate, defend or settle any claim, suit or other loss circumstance as set forth in this insurance; however, notwithstanding anything to the contrary contained elsewhere in this insurance:

- A. we have no duty to investigate, defend or settle any claim, suit or other loss circumstance:
 - 1. with respect to any part of any damages, loss, cost or expense to which this insurance does not apply;
 - 2. if the terms and conditions of **underlying insurance** apply to such claim, suit or other loss circumstance;
 - 3. under the Difference In Limits/Excess Provision or Collectibility Provision of this insurance; or
 - 4. in any jurisdiction where we are:
 - a. not licensed or permitted to do business; or
 - b. prevented by law or otherwise from investigating, defending or settling a claim, suit or other loss circumstance.
- B. you and any other insured must:
 - 1. see to it that any investigation, defense or settlement of any claim, suit or other loss circumstance is conducted as we deem reasonable;
 - 2. take all steps, as appropriate, to avoid any default in any claim, suit or proceeding;
 - 3. obtain our approval for any payment; and
 - 4. effect payments to others with our approval.
- C. we may, at our discretion:
 - 1. participate in any investigation, defense or settlement of any claim, suit or other loss circumstance; and
 - 2. adjust and coordinate any claim, suit or other loss circumstance with the **first named insured**. However, the **first named insured** is ultimately responsible for the proper apportionment of any payment made under this insurance.
- D. we may make advances, payments or reimbursements of damages, loss, cost or expense to which this insurance applies, as described in the conditions titled Advances Or Reimbursements and Indemnification In Certain Jurisdictions.

With respect to the insurance afforded by this Global Extension, the following provisions are added.

Limits Of Insurance

Limits Of Insurance – Global Aggregate Limit

- A. Notwithstanding anything to the contrary stated in this insurance or any **controlled underlying insurance**, the most we will pay under the insurance afforded by this Global Extension, any **controlled underlying insurance**, or any combination thereof, is the Global Aggregate Limit shown in the Declarations.
- B. Further, subject to the Global Aggregate Limit shown in the Declarations, the most we will pay under the insurance afforded by this Global Extension, any **controlled underlying insurance**, or any combination thereof is the Limits Of Insurance of this insurance shown in the Declarations.
- C. Any amounts actually paid for judgments, settlements, costs or expenses under the insurance afforded by this Global Extension or under any **controlled underlying insurance** will reduce the Global Aggregate Limit shown in the Declarations, if such amounts would have otherwise reduced such limits.
- D. Nothing in these provisions will serve to increase or reinstate any aggregate limit of insurance of the insurance afforded by this Global Extension or any aggregate limit of insurance of any **controlled underlying insurance**.
- E. If the Global Aggregate Limit shown in the Declarations has been reduced by an amount that is less than any other applicable limit, the remaining amount of the Global Aggregate Limit is the most that will be available for any other payment.
- F. If the Global Aggregate Limit shown in the Declarations is used up, then all obligations of the insurers of the insurance afforded by this Global Extension and of all **controlled underlying insurance** will be deemed to end in connection with amounts to which such limits would have otherwise applied.
- G. If the Limits Of Insurance shown in the Declarations of this insurance are used up, then all obligations of the insurers of the insurance afforded by this Global Extension and of all **controlled underlying insurance** will be deemed to end in connection with amounts to which such limits would have otherwise applied.
- H. There is no obligation under the insurance afforded by this Global Extension to make any payment that exceeds the Limits of Insurance of this insurance or the Global Aggregate Limit, shown in the Declarations. If any amounts are paid under the insurance afforded by this Global Extension or any **controlled underlying insurance** that exceed the Global Aggregate Limit shown in the Declarations, or that are paid after the Limits Of Insurance shown in the Declarations of this insurance are used up as described in Paragraph G. above, then you must promptly reimburse us or the insurer of such **controlled underlying insurance** for any such payment.

Under Conditions, the following conditions are added.

Conditions

Advances Or Reimbursements

Subject to the provision titled Joint Investigation, Defense And Settlement Duties:

- we may, at our discretion, advance or pay; or
- we will reimburse;

amounts to you or others for our share of damages, loss, cost or expense to which this insurance applies.

Liability Global Extension With Controlled Underlying Insurance

Conditions

Advances Or Reimbursements (continued)

In connection with the foregoing, we will only advance, pay or reimburse amounts for costs or expenses that are necessary and reasonable and which are incurred with our consent.

Further, with respect to any amounts in connection with a settlement, we will only advance, pay or reimburse the damages, loss, cost or expense that are incurred with our consent.

We will only make advances, payments or reimbursements in currencies and jurisdictions that are mutually acceptable.

In no event will any advances, payments or reimbursements result in any increase in the Limits Of Insurance.

Appeals

With respect to the Difference In Limits/Excess Provision, we may, at our discretion, initiate or participate in an appeal of a judgment if such judgment may result in a payment under this insurance.

In no event will any appeal result in any increase in the Limits Of Insurance.

Currency

Amounts under this insurance are expressed and payable in United States of America currency.

However, at our discretion, we may pay damages, loss, cost or expense in another currency.

In the event of damages, loss, cost or expense involving another currency, conversion into or from such currency shall be computed as follows:

- with respect to judgments or settlements, amounts shall be computed at a free rate of exchange as soon as practicable following the date of entry of final judgment or the date of settlement.
- with respect to elements of loss other than payments for judgments or settlements, amounts shall be computed at a free rate of exchange as soon as practicable following the date of our agreement to release payment for such element of loss.

In no event will any conversion into or from another currency result in any increase in the Limits Of Insurance as expressed in United States of America currency.

Indemnification In Certain Jurisdictions

- A. Subject to all of the terms and conditions of this insurance, in any jurisdiction where we are:
1. not licensed or permitted to do business; or
 2. prevented by law or otherwise from investigating, defending or settling a claim, suit or other loss circumstance;

we will indemnify the **first named insured** for those amounts we are obligated to pay on behalf of you or an insured, subject to the following:

- payment of indemnity will be made to the **first named insured** and will be made as if the **first named insured** is legally obligated to pay for such loss; and
- any such payment of indemnity to the **first named insured** will discharge our obligations under this insurance to you, any insured or others for such loss.

- B. Further, when this condition applies, the **first named insured** is the only person or organization that will qualify as an insured under this insurance.

Conditions

Indemnification In Certain Jurisdictions (continued)

- C. We will indemnify the **first named insured** for costs or expenses incurred in defending a suit brought in a jurisdiction described in Paragraph A. above, provided that the **first named insured** complies with all of the terms and conditions of this insurance, including any duty to report claims, suits or other loss circumstances.
- D. The **first named insured** must, at our request:
1. retain in its own name, but at our expense and subject to our approval, a loss adjusting expert ("loss adjuster") authorized in the jurisdiction or country in which the claim, suit or other loss circumstance occurred;
 2. where permitted by applicable law, grant us the full right to collaborate with such loss adjuster;
 3. grant us full access to any records produced by such loss adjuster; and
 4. obtain the right to control the investigation, adjustment, defense and settlement of the claim, suit or other loss circumstance using experts approved by us, including access to books, records, bills, invoices, vouchers and other information.

Maintenance Of Compulsory Admitted Insurance

This insurance is not a substitute for any **compulsory admitted insurance** in any jurisdiction, regardless of whether this insurance would otherwise be accepted or qualify as **compulsory admitted insurance** in any jurisdiction.

It is your responsibility to see to it that any **compulsory admitted insurance** and any renewal or replacement thereof:

- is obtained and remains valid and in full force and effect;
- will have limits no less than and terms and conditions no more restrictive than those required by law;
- will not be canceled, non-renewed or rescinded without replacement of such **compulsory admitted insurance**;
- will not materially change, unless the change is required by law or is otherwise agreed to by us;
- is and remains available and collectible, regardless of whether or not any insurer or any other person or organization is or becomes **financially impaired**; and
- will not be reduced or exhausted, except for the reduction or exhaustion by payment of judgments, settlements or cost or expenses (if such costs or expenses reduce such limits).

This provision applies regardless of whether or not you obtain such **compulsory admitted insurance** from us or any other insurer.

Failure to comply with this provision will not invalidate this insurance. In no event will our obligations exceed that which would have applied absent any failure to comply with this provision.

You must notify us as soon as practicable if any **compulsory admitted insurance** is no longer valid or in full force and effect.

Liability Global Extension With Controlled Underlying Insurance

Under Conditions, the condition titled Other Insurance is deleted and replaced by the following.

Conditions

Other Insurance

If other valid and collectible insurance (including any bond or other mechanism for funding of loss) is available to any insured or other qualifying interest (under this insurance) for any damages, loss, cost or expense we would otherwise cover under this insurance, then our obligations are limited as follows.

This insurance is excess over, and will not contribute with, any other insurance (whether primary, excess, contingent or on any other basis) including any other insurer's antecedent or replacement of this insurance or any such other insurance under which any insured or other qualifying interest (under this insurance) is included as an insured or other qualifying interest under such other insurance.

We will pay only our share of amounts, if any, that exceed the sum of the total amounts:

- A. that all such other insurance, bonds or other mechanisms would pay for any damages, loss, cost or expense in the absence of this insurance, including under any available:
 - 1. discovery period or extended reporting period;
 - 2. reinstatement of limits or supplemental or other limits; and
- B. of any deductible, participation or retention (including any amounts allocated to and required to be paid by the insured) in connection with any insurance, bond or other mechanism described above.

This provision does not apply to:

- insurance negotiated specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this insurance; or
- the Collectibility Provision.

Under Definitions, the following definitions are added.

Definitions

Admitted Insurance

Admitted insurance means insurance, bonds or other mechanisms to be arranged for funding of loss and to be provided by a person or organization licensed or permitted by law to do such business in a given jurisdiction.

Authorized Correspondent

Authorized correspondent means an insurer, other than a member company of the Chubb Group of Insurance Companies, that we indicate is our correspondent, but only for each specific insurance transaction we authorize.

Compulsory Admitted Insurance

Compulsory admitted insurance means **admitted insurance** required to be in force to satisfy the legal requirements of a given jurisdiction.

Definitions

(continued)

Controlled Underlying Insurance

Controlled underlying insurance means insurance:

- that is negotiated specifically to apply as primary insurance to the insurance afforded under this Global Extension; and
- which a member company of the Chubb Group of Insurance Companies or an **authorized correspondent** provides to you or **your subsidiary**.

Event Trigger

Event trigger refers to the:

- injury, damage or other loss; or
- accident, act, occurrence, offense or other cause of loss;

that must happen for coverage to apply as described under the applicable coverage.

Financially Impaired

Financially impaired means declared or placed in bankruptcy, conservation, liquidation, receivership or rehabilitation by a court or regulatory authority having jurisdiction.

First Named Insured

First named insured means the Named Insured first named in the Declarations.

Underlying Insurance

Underlying insurance:

A. means:

1. **compulsory admitted insurance**;
2. **controlled underlying insurance**; and
3. any other insurance, bonds or other mechanisms arranged for funding of loss.

B. includes any:

1. available discovery period or extended reporting period;
2. available reinstatement of limits or supplemental or other limits; and
3. deductible, participation or retention (including any amounts allocated to and required to be paid by the insured).

C. does not include insurance negotiated specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this insurance.

Your Subsidiary

Your subsidiary means an organization of which the **first named insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization.

Liability Insurance

General Liability

Table Of Contents

<i>Section</i>	<i>Page No.</i>
<i>Coverages</i>	<i>3</i>
<i>Investigation, Defense And Settlements</i>	<i>4</i>
<i>Supplementary Payments</i>	<i>4</i>
<i>Coverage Territory</i>	<i>5</i>
<i>Who Is An Insured</i>	<i>5</i>
<i>Limits Of Insurance</i>	<i>9</i>
<i>Bodily Injury/Property Damage Exclusions</i>	<i>10</i>
<i>Advertising Injury/Personal Injury Exclusions</i>	<i>14</i>
<i>Medical Expenses Exclusions</i>	<i>15</i>
<i>Policy Exclusions</i>	<i>16</i>
<i>Conditions</i>	<i>20</i>
<i>Definitions</i>	<i>25</i>

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Contract

Please read the entire policy carefully. The terms and conditions of this insurance include the various sections of this contract: Coverages; Investigation, Defense And Settlements; Supplementary Payments; Coverage Territory; Who Is An Insured; Limits Of Insurance; Exclusions; Conditions; and Definitions, as well as the Declarations, Common Policy Conditions and any Endorsements and Schedules made a part of this insurance.

Throughout this contract the words "you" and "your" refer to the Named **Insured** shown in the Declarations and other persons or organizations qualifying as a Named **Insured** under this contract. The words "we," "us" and "our" refer to the Company providing this insurance.

In addition to the Named **Insured**, other persons or organizations may qualify as **insureds**. Those persons or organizations and the conditions under which they qualify are identified in the Who Is An Insured section of this contract.

Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section of this contract.

Coverages***Bodily Injury And Property Damage Liability Coverage***

Subject to all of the terms and conditions of this insurance, we will pay damages that the **insured** becomes legally obligated to pay by reason of liability:

- imposed by law; or
- assumed in an **insured contract**;

for **bodily injury** or **property damage** caused by an **occurrence** to which this coverage applies.

This coverage applies only to such **bodily injury** or **property damage** that occurs during the policy period.

Damages for **bodily injury** include damages claimed by a person or organization for care or loss of services resulting at any time from the **bodily injury**.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

Advertising Injury And Personal Injury Liability Coverage

Subject to all of the terms and conditions of this insurance, we will pay damages that the **insured** becomes legally obligated to pay by reason of liability:

- imposed by law; or
- assumed in an **insured contract**;

for **advertising injury** or **personal injury** to which this coverage applies.

This coverage applies only to such **advertising injury** or **personal injury** caused by an offense that is first committed during the policy period.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

Coverages

(continued)

Medical Expenses Coverage

Subject to all of the terms and conditions of this insurance, we will pay **medical expenses** for **bodily injury** caused by an accident to which this coverage applies:

- that takes place on premises rented to or owned by you; or
- in connection with your operations;

provided that such:

- accident occurs during the policy period;
- expenses are incurred and reported to us within three (3) years of the date of the accident; and
- person who sustained such **bodily injury** submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

We will make these payments regardless of fault.

We have no other obligation or liability under this coverage.

Investigation, Defense And Settlements

Subject to all of the terms and conditions of this insurance, we will have the right and duty to defend the **insured** against a **suit**, even if such **suit** is false, fraudulent or groundless.

If such a **suit** is brought, we will pay reasonable attorney fees and necessary litigation expenses to defend:

- the **insured**; and
- if applicable, the indemnitee of the **insured**, provided the obligation to defend, or the cost of the defense of, such indemnitee has been assumed by such **insured** in an **insured contract**.

Such attorney fees and litigation expenses will be paid as described in the Supplementary Payments section of this contract.

We have no duty to defend any person or organization against any **suit** seeking damages to which this insurance does not apply.

We may, at our discretion, investigate any **occurrence** or offense and settle any claim or **suit**.

Our duty to defend any person or organization ends when we have used up the applicable Limit Of Insurance.

Supplementary Payments

Subject to all of the terms and conditions of this insurance, we will pay, with respect to a claim we investigate or settle, or a **suit** against an **insured** we defend:

- A. the expenses we incur.
- B. the cost of:
 - 1. bail bonds; or
 - 2. bonds required to:
 - a. appeal judgments; or

**Supplementary
Payments**
(continued)

- b. release attachments;
but only for bond amounts within the available Limit Of Insurance. We do not have to furnish these bonds.
- C. reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of such claim or **suit**, including actual loss of earnings up to \$1000 a day because of time off from work.
- D. costs taxed against the **insured** in the **suit**, except any:
 - 1. attorney fees or litigation expenses; or
 - 2. other loss, cost or expense;
 in connection with any injunction or other equitable relief.
- E. prejudgment interest awarded against the **insured** on that part of a judgment we pay. If we make an offer to pay the applicable Limit Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- F. interest on the full amount of a 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.

Supplementary Payments does not include any fine or other penalty.

These payments will not reduce the Limits Of Insurance.

Our obligation to make these payments ends when we have used up the applicable Limit Of Insurance.

Coverage Territory

This insurance applies anywhere, provided the **insured's** responsibility to pay damages, to which this insurance applies, is determined in a **suit** on the merits brought in the United States of America (including its possessions and territories), Canada or Puerto Rico, or in a settlement to which we agree.

Who Is An Insured**Sole Proprietorships**

If you are an individual, you and your spouse are **insureds**; but you and your spouse are **insureds** only with respect to the conduct of a business of which you are the sole owner.

If you die:

- persons or organizations having proper temporary custody of your property are **insureds**; but they are **insureds** only with respect to the maintenance or use of such property and only for acts until your legal representative has been appointed; and
- your legal representatives are **insureds**; but they are **insureds** only with respect to their duties as your legal representatives. Such legal representatives will assume your rights and duties under this insurance.

Who Is An Insured

(continued)

Partnerships Or Joint Ventures

If you are a partnership (including a limited liability partnership) or a joint venture, you are an **insured**. Your members, your partners and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business.

Limited Liability Companies

If you are a limited liability company, you are an **insured**. Your members and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business. Your managers are **insureds**; but they are **insureds** only with respect to their duties as your managers.

Other Organizations

If you are an organization (including a professional corporation) other than a partnership, joint venture or limited liability company, you are an **insured**. Your directors and **officers** are **insureds**; but they are **insureds** only with respect to their duties as your directors or **officers**. Your stockholders and their spouses are **insureds**; but they are **insureds** only with respect to their liability as your stockholders.

Employees

Your **employees** are **insureds**; but they are **insureds** only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, no **employee** is an **insured** for:

A. **bodily injury, advertising injury or personal injury:**

1. to you, to any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or to any co-**employee** while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business;
2. to the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in subparagraph A.1. above; or
3. for which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in subparagraphs A.1. or A.2. above.

With respect to **bodily injury** only, this limitation does not apply to:

- you or to your directors, managers, members, **officers**, partners or supervisors as **insureds**; or
- your **employees**, as **insureds**, with respect to such damages caused by cardio-pulmonary resuscitation or first aid services administered by such an **employee**; or

B. **property damage** to any property owned, occupied or used by you or by any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or by any of your **employees**.

This limitation does not apply to **property damage** to premises while rented to you or temporarily occupied by you with permission of the owner.

Who Is An Insured (continued)

Volunteers

Persons who are volunteer workers for you are **insureds**; but they are **insureds** only for acts within the scope of their activities for you and at your direction.

Real Estate Managers

Persons (other than your **employees**) or organizations acting as your real estate managers are **insureds**; but they are **insureds** only with respect to their duties as your real estate managers.

Permissive Users Of Mobile Equipment

With respect to **mobile equipment** registered in your name under a motor vehicle registration law:

- A. persons driving such equipment on a public road with your permission are **insureds**; and
- B. persons or organizations responsible for the conduct of such persons described in subparagraph A. above are **insureds**; but they are **insureds** only with respect to the operation of the equipment and only if no other insurance of any kind is available to them.

However, no person or organization is an **insured** with respect to:

- **bodily injury** to any co-**employee** of the person driving the equipment; or
- **property damage** to any property owned or occupied by or loaned or rented to you, or in your charge or the charge of the employer of any person who is an **insured** under this provision.

Vendors

Persons or organizations who are vendors of **your products** are **insureds**; but they are **insureds** only with respect to their liability for damages for **bodily injury** or **property damage** resulting from the distribution or sale of **your products** in the regular course of their business and only if this insurance applies to the **products-completed operations hazard**.

However, no such person or organization is an **insured** with respect to any:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for **bodily injury** or **property damage** that such vendor would have in the absence of such contract or agreement;
- representation or warranty unauthorized by you;
- physical or chemical change in **your products** made intentionally by the vendor;
- repackaging, unless unpacked solely for the purpose of inspection, demonstration or testing, or the substitution of parts under instruction from the manufacturer and then repacked in the original container;
- failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of **your products**;
- demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of **your products**; or
- of **your products** which, after distribution or sale by you, have been labeled or relabeled or used as a container, ingredient or part of any other thing or substance by or for the vendor.

Who Is An Insured

Vendors (continued)

Further, no person or organization from whom you have acquired **your products**, or any container, ingredient or part entering into, accompanying or containing **your products**, is an **insured** under this provision.

Lessors Of Equipment

Persons or organizations from whom you lease equipment are **insureds**; but they are **insureds** only with respect to the maintenance or use by you of such equipment and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence; or
- **occurrence** that occurs, or offense that is committed, after the equipment lease ends.

Lessors Of Premises

Persons or organizations from whom you lease premises are **insureds**; but they are **insureds** only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence;
- **occurrence** that occurs, or offense that is committed, after you cease to be a tenant in the premises; or
- structural alteration, new construction or demolition operations performed by or on behalf of them.

Subsidiary Or Newly Acquired Or Formed Organizations

If there is no other insurance available, the following organizations will qualify as named **insureds**:

- a subsidiary organization of the first named **insured** shown in the Declarations of which, at the beginning of the policy period and at the time of loss, such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization; or
- a subsidiary organization of the first named **insured** shown in the Declarations that such first named **insured** acquires or forms during the policy period, if at the time of loss such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization.

Limitations On Who Is An Insured

- A. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organizations provision above, no person or organization is an **insured** with respect to the conduct of any person or organization that is not shown as a named **insured** in the Declarations.
- B. No person or organization is an **insured** with respect to the:
1. ownership, maintenance or use of any assets; or
 2. conduct of any person or organization whose assets, business or organization;

Who Is An Insured

Limitations On Who Is An Insured (continued)

you acquire, either directly or indirectly, for any:

- **bodily injury** or **property damage** that occurred; or
- **advertising injury** or **personal injury** arising out of an offense first committed; in whole or in part, before you, directly or indirectly, acquired such assets, business or organization.

Limits Of Insurance

The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay, regardless of the number of:

- **insureds;**
- claims made or **suits** brought; or
- persons or organizations making claims or bringing **suits**.

The Limits Of Insurance apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

General Aggregate Limit

Subject to the Each Occurrence Limit, the General Aggregate Limit is the most we will pay for the sum of:

- damages for **bodily injury** and **property damage**, except damages included in the **products-completed operations hazard**; and
- **medical expenses**.

Products-Completed Operations Aggregate Limit

Subject to the Each Occurrence Limit, the Products-Completed Operations Aggregate Limit is the most we will pay for the sum of damages for **bodily injury** and **property damage** included in the **products-completed operations hazard**.

Advertising Injury And Personal Injury Aggregate Limit

The Advertising Injury And Personal Injury Aggregate Limit is the most we will pay for the sum of damages for **advertising injury** and **personal injury**.

Each Occurrence Limit

The Each Occurrence Limit is the most we will pay for the sum of:

- damages for **bodily injury** and **property damage**; and
- **medical expenses**;

arising out of any one **occurrence**.

Any amount paid for damages or **medical expenses** will reduce the amount of the applicable aggregate limit available for any other payment.

Limits Of Insurance

Each Occurrence Limit (continued)

If the applicable aggregate limit has been reduced to an amount that is less than the Each Occurrence Limit, the remaining amount of such aggregate limit is the most that will be available for any other payment.

Damage To Premises Rented To You Limit

Subject to the Each Occurrence Limit, the Damage To Premises Rented To You Limit is the most we will pay for the sum of damages for **property damage** to any one premises while rented to you or temporarily occupied by you with permission of the owner.

Medical Expenses Limit

Subject to the Each Occurrence Limit, the Medical Expenses Limit is the most we will pay for the sum of **medical expenses**, under Medical Expenses coverage, for **bodily injury** sustained by any one person.

Bodily Injury/Property Damage Exclusions

None of the following exclusions, except "Contracts", "Expected Or Intended Injury" and "Loss In Progress", apply to **property damage** to premises while rented to you or temporarily occupied by you with permission of the owner.

Aircraft, Autos Or Watercraft

This insurance does not apply to **bodily injury** or **property damage** arising out of the ownership, maintenance, use (use includes operation and **loading or unloading**) or entrustment to others of any:

- aircraft;
- **auto**; or
- watercraft;

owned or operated by or loaned or rented to any **insured**.

This exclusion does not apply to:

- A. a watercraft while ashore on premises owned by or rented to you;
- B. a watercraft you do not own, provided that it:
 - 1. is less than fifty-five (55) feet long; and
 - 2. does not transport persons or cargo for a charge;
- C. the parking of an **auto** on premises owned by or rented to you, provided the **auto** is not owned by or loaned or rented to you or the **insured**;
- D. the liability for damages assumed in an **insured contract** resulting from the ownership, maintenance or use, by others, of an aircraft or watercraft;
- E. the operation of the equipment described in subparagraphs F.2. or F.3. of the definition of **mobile equipment**; or
- F. an aircraft you do not own, provided that:
 - 1. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

**Bodily Injury/Property
Damage Exclusions****Aircraft, Autos Or
Watercraft
(continued)**

2. it is rented with a trained, paid crew; and
3. it does not transport persons or cargo for a charge

**Alcoholic Beverage Type
Businesses**

This insurance does not apply to **bodily injury** or **property damage** for which any **insured** may be held liable by reason of:

- causing or contributing to the intoxication of any person;
- furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

Contracts

This insurance does not apply to **bodily injury** or **property damage** for which the **insured** is obligated to pay damages by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to the liability for damages:

- that such **insured** would have in the absence of such contract or agreement; or
- assumed in an oral or written contract or agreement that is an **insured contract**, provided the **bodily injury** or **property damage**, to which this insurance applies, occurs after the execution of such contract or agreement.

**Damage To Alienated
Premises**

This insurance does not apply to **property damage** to any premises you sell, give away or abandon, if the **property damage** arises out of any part of those premises.

This exclusion does not apply if the premises are **your work** and were never occupied, rented or held for rental by you.

**Damage To Impaired
Property Or Property Not
Physically Injured**

This insurance does not apply to **property damage** to:

- **impaired property**; or
 - property that has not been physically injured;
- arising out of any:
- defect, deficiency, inadequacy or dangerous condition in **your product** or **your work**; or

Bodily Injured/Property Damage Exclusions

Damage To Impaired Property Or Property Not Physically Injured (continued)

- delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms and conditions.

This exclusion does not apply to the loss of use of other tangible property resulting from sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

Damage To Owned Property

This insurance does not apply to **property damage** to any property owned by you.

Damage To Various Property Of Others (Care, Control Or Custody)

This insurance does not apply to **property damage** to any:

- personal property loaned or rented to you;
- property held by you or on your behalf for sale or entrusted to you for safekeeping or storage;
- property on your premises for purposes of performing operations on such property by you or on your behalf;
- tools or equipment used by you or on your behalf in performing operations; or
- property in your care, control or custody that will be erected, installed or used in construction operations by you or on your behalf.

This exclusion does not apply to the liability for damages assumed in a sidetrack agreement.

Damage To Your Product

This insurance does not apply to **property damage** to **your product** arising out of it or any part of it.

Damage To Your Work

This insurance does not apply to **property damage** to **your work** arising out of it or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply if the damaged work or the work causing the damage was performed on your behalf by a subcontractor.

Employer's Liability

- A. This insurance does not apply to **bodily injury** to an **employee** of the **insured** arising out of and in the course of:
1. employment by the **insured**; or
 2. performing duties related to the conduct of the **insured's** business.
- B. This insurance does not apply to **bodily injury** to the brother, child, parent, sister or spouse of such **employee** as a consequence of any injury described in paragraph A. above.

This exclusion applies:

- whether the **insured** may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of any injury described in paragraphs A. or B. above.

**Bodily
Injured/Property
Damage Exclusions****Employer's Liability
(continued)**

This exclusion does not apply to the liability for damages assumed by the **insured** in an **insured contract**.

**Expected Or Intended
Injury**

This insurance does not apply to **bodily injury** or **property damage** arising out of an act that:

- is intended by the **insured**; or
- would be expected from the standpoint of a reasonable person in the circumstances of the **insured**;

to cause **bodily injury** or **property damage**, even if the actual **bodily injury** or **property damage** is of a different degree or type than intended or expected.

This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or tangible property.

Loss In Progress

This insurance does not apply to **bodily injury** or **property damage** that is a change, continuation or resumption of any **bodily injury** or **property damage** known by you, prior to the beginning of the policy period, to have occurred.

Bodily injury or **property damage** will be deemed to be known by you:

- A. if such injury or damage is known by, or should have been known from the standpoint of a reasonable person in the circumstances of:
 - 1. you;
 - 2. any of your directors, managers, members, **officers** (or their designees) or partners (whether or not an **employee**); and
- B. when any person described in paragraph A. above:
 - 1. reports all, or any part, of any such injury or damage to us or any other insurer;
 - 2. receives a claim or a demand for damages because of any such injury or damage; or
 - 3. becomes aware that any such injury or damage has occurred or has begun to occur.

**Mobile Equipment
Transportation**

This insurance does not apply to **bodily injury** or **property damage** arising out of the transportation of **mobile equipment** by an **auto** owned or operated by or loaned or rented to any **insured**.

Advertising Injury/Personal Injury Exclusions

Breach Of Contract

This insurance does not apply to **advertising injury** or **personal injury** arising out of breach of contract.

Continuing Offenses

This insurance does not apply to **advertising injury** or **personal injury** that arises out of that part of an offense that continues or resumes after the later of the end of the policy period of:

- A. this insurance; or
- B. a subsequent, continuous renewal or replacement of this insurance, that:
 - 1. is issued to you by us or by an affiliate of ours;
 - 2. remains in force while the offense continues; and
 - 3. would otherwise apply to **advertising injury** and **personal injury**.

Contracts

This insurance does not apply to **advertising injury** or **personal injury** for which the **insured** is obligated to pay damages by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to the liability for damages:

- that such **insured** would have in the absence of such contract or agreement; or
- assumed in a written contract or agreement that is an **insured contract**, provided the **advertising injury** or **personal injury**, to which this insurance applies, is caused by an offense first committed after the execution of such contract or agreement.

Crime Or Fraud

This insurance does not apply to **advertising injury** or **personal injury** arising out of any criminal or fraudulent conduct committed by or with the consent or knowledge of the **insured**.

Expected Or Intended Injury

This insurance does not apply to **advertising injury** or **personal injury** arising out of an offense, committed by or on behalf of the **insured**, that:

- is intended by such **insured**; or
- would be expected from the standpoint of a reasonable person in the circumstances of such **insured**;

to cause injury.

Failure To Conform To Representations Or Warranties

This insurance does not apply to **advertising injury** or **personal injury** arising out of the failure of goods, products or services to conform with any electronic, oral, written or other representation or warranty of durability, fitness, performance, quality or use.

Internet Activities

This insurance does not apply to **advertising injury** or **personal injury** arising out of:

- controlling, creating, designing or developing of another's Internet site;

**Advertising
Injury/Personal Injury
Exclusions****Internet Activities
(continued)**

- controlling, creating, designing, developing, determining or providing the content or material of another's Internet site;
- controlling, facilitating or providing, or failing to control, facilitate or provide, access to the Internet or another's Internet site; or
- publication of content or material on or from the Internet, other than material developed by you or at your direction.

Media Type Businesses

This insurance does not apply to **advertising injury** or **personal injury** arising out of an offense committed by or on behalf of an **insured** whose business is advertising, broadcasting, cablecasting, publishing, telecasting or telemarketing.

This exclusion does not apply to **personal injury** caused by an offense described in subparagraphs A., B. or C. of the definition of **personal injury**.

Prior Offenses

This insurance does not apply to **advertising injury** or **personal injury** arising out of any offense first committed before the beginning of the policy period.

**Publications With
Knowledge Of Falsity**

This insurance does not apply to **advertising injury** or **personal injury** arising out of any electronic, oral, written or other publication of content or material by or with the consent of the **insured**:

- with knowledge of its falsity; or
- if a reasonable person in the circumstances of such **insured** would have known such content or material to be false.

**Wrong Description
Of Prices**

This insurance does not apply to **advertising injury** or **personal injury** arising out of any wrong description of the price of goods, products or services.

**Medical Expenses
Exclusions****Athletic Activities**

This insurance does not apply to **medical expenses** arising out of **bodily injury** to any person injured while taking part in athletics.

Injury To Insureds

This insurance does not apply to **medical expenses** arising out of a **bodily injury** to any **insured**, except a volunteer worker.

Medical Expenses Exclusions

(continued)

Nuclear Energy

This insurance does not apply to **medical expenses** arising out of **bodily injury** in any way related to the:

- **nuclear hazardous properties of nuclear material**; and
- operation of a **nuclear facility** by any person or organization.

Products-Completed Operations Hazard

This insurance does not apply to **medical expenses** arising out of **bodily injury** included in the **products-completed operations hazard**.

Workers' Compensation Or Similar Laws

This insurance does not apply to **medical expenses** arising out of **bodily injury** to any person, whether or not an **employee** of any **insured**, if benefits for such **bodily injury** are payable or must be provided under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

Policy Exclusions

Asbestos

- A. This insurance does not apply to **bodily injury, property damage, advertising injury or personal injury** arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **asbestos**.
- B. This insurance does not apply to any loss, cost or expense arising out of any:
 - 1. request, demand, order or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **asbestos**; or
 - 2. claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **asbestos**.

Employment-Related Practices

- A. This insurance does not apply to any damages sustained at any time by any person, whether or not sustained in the course of employment by any **insured**, arising out of any employment-related act, omission, policy, practice or representation directed at such person, occurring in whole or in part at any time, including any:
 - 1. arrest, detention or imprisonment;
 - 2. breach of any express or implied covenant;
 - 3. coercion, criticism, humiliation, prosecution or retaliation;
 - 4. defamation or disparagement;
 - 5. demotion, discipline, evaluation or reassignment;
 - 6. discrimination, harassment or segregation;

Policy Exclusions**Employment-Related Practices**
(continued)

7.
 - a. eviction; or
 - b. invasion or other violation of any right of occupancy;
 8. failure or refusal to advance, compensate, employ or promote;
 9. invasion or other violation of any right of privacy or publicity;
 10. termination of employment; or
 11. other employment-related act, omission, policy, practice, representation or relationship in connection with any **insured** at any time.
- B. This insurance does not apply to any damages sustained at any time by the brother, child, parent, sister or spouse of such person at whom any employment-related act, omission, policy, practice or representation is directed, as described in paragraph A. above, as a consequence thereof.

This exclusion applies:

- whether the **insured** may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of any of the foregoing.

Enhancement, Maintenance Or Prevention Expenses

This insurance does not apply to any loss, cost or expense incurred by you or others for any:

- A. enhancement or maintenance of any property; or
- B. prevention of any injury or damage to any:
 1. person or organization; or
 2. property you own, rent or occupy.

Intellectual Property Laws Or Rights

This insurance does not apply to any actual or alleged **bodily injury, property damage, advertising injury** or **personal injury** arising out of, giving rise to or in any way related to any actual or alleged:

- assertion; or
- infringement or violation;

by any person or organization (including any **insured**) of any **intellectual property law or right**, regardless of whether this insurance would otherwise apply to all or part of any such actual or alleged injury or damage in the absence of any such actual or alleged assertion, infringement or violation.

This exclusion applies, unless such injury:

- is caused by an offense described in the definition of **advertising injury**; and
- does not arise out of, give rise to or in any way relate to any actual or alleged assertion, infringement or violation of any **intellectual property law or right**, other than one described in the definition of **advertising injury**.

Policy Exclusions

(continued)

Nuclear Energy

- A. This insurance does not apply to **bodily injury, nuclear property damage, advertising injury or personal injury**:
1. with respect to which any **insured** under this policy also has status as an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would have had status as an insured under any such policy but for its termination upon exhaustion of its limit of insurance; or
 2. arising out of the **nuclear hazardous properties of nuclear material** and with respect to which:
 - a. any person or organization is required to maintain financial protection pursuant to the United States of America Atomic Energy Act of 1954, or any law amendatory thereof; or
 - b. the **insured** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. This insurance does not apply to **bodily injury, nuclear property damage, advertising injury or personal injury** arising out of the **nuclear hazardous properties of nuclear material**:
1. if the **nuclear material**:
 - a. is at any **nuclear facility** owned by, or operated by or on behalf of, any **insured**;
 - b. has been discharged or dispersed therefrom; or
 - c. is contained in **nuclear spent fuel** or **nuclear waste** at any time transported, handled, stored, disposed of, processed, treated, possessed or used by or on behalf of any **insured**; or
 2. in any way related to the furnishing by any **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**. But if such facility is located within the United States of America (including its possessions or territories) or Canada, this subparagraph 2. applies only to **nuclear property damage** to such **nuclear facility** and any property thereat.

Pollution

- A. This insurance does not apply to **bodily injury, property damage, advertising injury or personal injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
1. at or from any premises, site or location which is or was at any time owned or occupied by, or loaned or rented to, any **insured**;
 2. at or from any premises, site or location which is or was at any time used by or for any **insured** or others for the handling, storage, disposal, processing or treatment of waste;

Policy Exclusions**Pollution**
(continued)

3. which are or were at any time transported, handled, stored, disposed of, processed or treated as waste by or for any:
 - a. **insured**; or
 - b. person or organization for whom any **insured** may be legally responsible; or
4. at or from any premises, site or location on which any **insured** or any contractor or subcontractor working directly or indirectly on any **insured**'s behalf is performing operations, if the:
 - a. **pollutants** are brought on or to the premises, site or location in connection with such operations by such **insured**, contractor or subcontractor; or
 - b. operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**.

Subparagraph A.4.a. above does not apply to **bodily injury** or **property damage** caused by the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of **mobile equipment** or its parts, if such operating fluids escape directly from that particular part of such **mobile equipment** designed by its manufacturer to hold, store or receive them. But, this exception does not apply if such **bodily injury** or **property damage** arises out of any discharge, dispersal, seepage, migration, release or escape of **pollutants**, that:

- was intended by the **insured**;
- would have been expected from the standpoint of a reasonable person in the circumstances of the **insured**;
- was a necessary part of operations performed by any **insured**, contractor or subcontractor; or
- occurred during the process of fueling the **mobile equipment** or changing or replenishing any operating fluid.

Subparagraph A.4.a. above does not apply to **bodily injury** or **property damage** if sustained within a building and caused by the release of gaseous irritants or contaminants from materials brought into that building, in connection with the operations being performed by you or on your behalf by the contractor or subcontractor.

Subparagraph A.1. above does not apply to **bodily injury** if sustained within a building and caused by the escape of gaseous irritants or contaminants from equipment used to heat that building.

Subparagraphs A.1. and A.4.a. above do not apply to **bodily injury** or **property damage** caused by heat, smoke or fumes from a **hostile fire**.

- B. This insurance does not apply to any loss, cost or expense arising out of any:
 1. request, demand, order or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or

Policy Exclusions

Pollution (continued)

2. claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.

Paragraph B. above does not apply to the liability for damages, for **property damage**, that the **insured** would have in the absence of such request, demand, order or regulatory or statutory requirement, or such claim or proceeding by or on behalf of a governmental authority.

This exclusion does not apply to the liability for damages, for **property damage**, to premises while rented to you or temporarily occupied by you with permission of the owner and caused by a **hostile fire**, explosion, smoke or leakage from fire protective equipment.

This exclusion applies regardless of whether or not the pollution was accidental, expected, gradual, intended, preventable or sudden.

Recall Of Products, Work Or Impaired Property

This insurance does not apply to any damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- **your product;**
- **your work;** or
- **impaired property;**

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Workers' Compensation Or Similar Laws

This insurance does not apply to any obligation of the **insured** under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

Conditions

Arbitration

We are entitled to exercise all of the **insured's** rights in the choice of arbitrators and in the conduct of any arbitration proceeding, except when the proceeding is between us and the **insured**.

Bankruptcy

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

Conditions*(continued)***Disclosures And
Representations**

We have issued this insurance:

- based upon representations you made to us; and
- in reliance upon your representations.

Unintentional failure of an **employee** of the **insured** to disclose a hazard or other material information will not violate this condition, unless an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee knows about such hazard or other material information.

**Duties In The Event Of
Occurrence, Offense,
Claim Or Suit**

- A. You must see to it that we and any other insurers are notified as soon as practicable of any **occurrence** or offense that may result in a claim, if the claim may involve us or such other insurers. To the extent possible, notice should include:
1. how, when and where the **occurrence** or offense happened;
 2. the names and addresses of any injured persons and witnesses; and
 3. the nature and location of any injury or damage arising out of the **occurrence** or offense.
- 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;
 2. notify us and other insurers as soon as practicable; and
 3. see to it that we receive written notice of the claim or **suit** as soon as practicable.
- C. You and any other involved **insured** must:
1. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;
 2. authorize us to obtain records and other information;
 3. cooperate with us and other insurers in the:
 - a. investigation or settlement of the claim; or
 - b. defense against the **suit**; and
 4. assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the **insured** because of loss to which this insurance may also apply.
- D. No **insureds** will, except at that **insured's** own cost, make any payment, assume any obligation or incur any expense, other than for first aid, without our consent.
- E. Notice given by or on behalf of:
1. the **insured**;
 2. the injured person; or
 3. any other claimant;
- to a licensed agent of ours with particulars sufficient to identify the **insured** shall be deemed notice to us.

Conditions

Duties In The Event Of Occurrence, Offense, Claim Or Suit (continued)

- F. Knowledge of an **occurrence** or offense by an agent or **employee** of the **insured** will not constitute knowledge by the **insured**, unless an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee knows about such **occurrence** or offense.
- G. Failure of an agent or **employee** of the **insured**, other than an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee, to notify us of an **occurrence** or offense that such person knows about will not affect the insurance afforded to you.
- H. If a claim or loss does not reasonably appear to involve this insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the **insured** gives us immediate notice as soon as the **insured** is aware that this insurance may apply to such claim or loss.

Legal Action Against Us

No person or organization has a right under this insurance to:

- join us as a party or otherwise bring us into a **suit** seeking damages from an **insured**; or
- sue us on this insurance unless all of the terms and conditions of this insurance 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** obtained after an actual:

- trial in a civil proceeding; or
- arbitration or other alternative dispute resolution proceeding;

but we will not be liable for damages that are not payable under the terms and conditions of this insurance or that are in excess of the applicable Limits Of Insurance.

Other Insurance

If other valid and collectible insurance is available to the **insured** for loss we would otherwise cover under this insurance, our obligations are limited as follows.

Primary Insurance

This insurance is primary except when the Excess Insurance provision described below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in the Method of Sharing provision described below.

Excess Insurance

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

- A. that is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar insurance for **your work**;
- B. that is insurance that applies to **property damage** to premises rented to you or temporarily occupied by you with permission of the owner;
- C. if the loss arises out of aircraft, **autos** or watercraft (to the extent not subject to the Aircraft, Autos Or Watercraft exclusion);

Conditions**Other Insurance**
(continued)

- D. that is insurance:
1. provided to you by any person or organization working under contract or agreement for you; or
 2. under which you are included as an insured; or
- E. that is insurance under any Property section of this policy.

When this insurance is excess, we will have no duty to defend the **insured** against any **suit** if any other insurer has a duty to defend such **insured** against such **suit**. If no other insurer defends, we will undertake to do so, but we will be entitled to the **insured**'s rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of the total:

- amount that all other insurance would pay for loss in the absence of this insurance; and
- of all deductible and self-insured amounts under all other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not negotiated specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this insurance.

Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this method each insurer contributes equal amounts until it has paid its applicable limits of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers.

Premium Audit

We will compute all premiums for this insurance in accordance with our rules and rates.

In accordance with the Estimated Premiums section of the Premium Summary, premiums shown with an asterisk (*) are estimated premiums and are subject to audit.

In addition to or in lieu of such designation in the Premium Summary, premiums may be designated as estimated premiums elsewhere in this policy. In that case, these premiums will also be subject to audit, and the second paragraph of the Estimated Premiums section of the Premium Summary will apply.

Separation Of Insureds

Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned in this insurance to the first named **insured**, this insurance applies:

- as if each named **insured** were the only named **insured**; and
- separately to each **insured** against whom claim is made or **suit** is brought.

Conditions

(continued)

Transfer Or Waiver Of Rights Of Recovery Against Others

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured**'s rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Advertisement

Advertisement means an electronic, oral, written or other notice, about goods, products or services, designed for the specific purpose of attracting the general public or a specific market segment to use such goods, products or services.

Advertisement does not include any e-mail address, Internet domain name or other electronic address or metalanguage.

Advertising Injury

Advertising injury means injury, other than **bodily injury**, **property damage** or **personal injury**, sustained by a person or organization and caused by an offense of infringing, in that particular part of your **advertisement** about your goods, products or services, upon their:

- copyrighted **advertisement**; or
- registered collective mark, registered service mark or other registered trademarked name, slogan, symbol or title.

Agreed Settlement

Agreed settlement means a settlement and release of liability signed by us, the **insured** and the claimant or the claimant's legal representative.

Asbestos

Asbestos means asbestos in any form, including its presence or use in any alloy, by-product or other material or waste. Waste includes material to be recycled, reconditioned or reclaimed.

Auto

Auto means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But **auto** does not include **mobile equipment**.

Bodily Injury

Bodily injury means physical:

- injury;
- sickness; or
- disease;

sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease that caused it.

Employee

Employee includes a **leased worker**. **Employee** does not include a **temporary worker**.

Hostile Fire

Hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

Definitions

(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Impaired Property

Impaired property means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:

- it incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate or dangerous; or
- you have failed to fulfill the terms or conditions of a contract or agreement;

if such property can be restored to use by:

- the repair, replacement, adjustment or removal of **your product** or **your work**; or
- your fulfilling the terms or conditions of the contract or agreement.

Insured

Insured means a person or an organization qualifying as an **insured** in the Who Is An Insured section of this contract.

Insured Contract**Insured contract:**

A. means:

1. a lease of premises;
2. a sidetrack agreement;
3. an easement or license agreement;
4. an obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. an elevator maintenance agreement; or
6. any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for such municipality) in which you assume the tort liability of another person or organization to pay damages, to which this insurance applies, sustained by a third person or organization.

B. does not include that part of any contract or agreement that indemnifies an architect, engineer or surveyor for damages arising out of:

1. preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or
 2. giving directions or instructions, or failing to give them.
-

Definitions*(continued)***Intellectual Property Law
Or Right**

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Intellectual property law or right means any:

- certification mark, copyright, patent or trademark (including collective or service marks);
- right to, or judicial or statutory law recognizing an interest in, any trade secret or confidential or proprietary non-personal information;
- other right to, or judicial or statutory law recognizing an interest in, any expression, idea, likeness, name, slogan, style of doing business, symbol, title, trade dress or other intellectual property; or
- other judicial or statutory law concerning piracy, unfair competition or other similar practices.

Leased Worker

Leased worker means a person leased to a party by a labor leasing firm, in a contract or agreement between such party and the labor leasing firm, to perform duties related to the conduct of the party's business. **Leased worker** does not include a **temporary worker**.

Loading Or Unloading

Loading or unloading:

- A. means the handling of property:
1. after it is moved from the place where it is accepted for movement into or onto an aircraft, **auto** or watercraft;
 2. while it is in or on an aircraft, **auto** or watercraft; or
 3. while it is being moved from an aircraft, **auto** or watercraft to the place where it is finally delivered.
- B. does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, **auto** or watercraft.

Medical Expenses

Medical expenses means reasonable expenses for necessary:

- first aid administered at the time of an accident;
- medical, surgical, x-ray and dental services, including prosthetic devices; and
- ambulance, hospital, professional nursing and funeral services.

Mobile Equipment

Mobile equipment means any of the following types of land vehicles, including any attached machinery or equipment:

- A. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- B. vehicles maintained for use solely on premises owned by or rented to you;
- C. vehicles that travel on crawler treads;

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Mobile Equipment (continued)

- D. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - 1. power cranes, shovels, loaders, diggers or drills; or
 - 2. road construction or resurfacing equipment such as graders, scrapers or rollers;
- E. vehicles not described in subparagraphs A., B., C. or D. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - 1. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - 2. cherry pickers and similar devices used to raise or lower workers; and
- F. vehicles not described in subparagraphs A., B., C. or D. above maintained primarily for purposes other than the transportation of persons or cargo.

Mobile equipment does not include self-propelled vehicles with the following types of permanently attached equipment, and such vehicles will be considered **autos**:

- 1. equipment designed primarily for:
 - a. snow removal;
 - b. road maintenance, but not construction or resurfacing; or
 - c. street cleaning;
- 2. cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- 3. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

Nuclear Facility

Nuclear facility means any:

- A. **nuclear reactor**;
- B. equipment or device designed or used for:
 - 1. separating the isotopes of plutonium or uranium;
 - 2. processing or utilizing **nuclear spent fuel**; or
 - 3. handling, processing or packaging **nuclear waste**;
- C. equipment or device used for the processing, fabricating or alloying of **nuclear material**, if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than:
 - 1. twenty-five (25) grams of plutonium or uranium 233, or any combination thereof; or
 - 2. two-hundred-fifty (250) grams of uranium 235; or

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Nuclear Facility
(continued)

D. structure, basin, excavation, premises or place prepared or used for the storage or disposal of **nuclear waste**;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

Nuclear Hazardous Properties

Nuclear hazardous properties includes radioactive, toxic or explosive properties.

Nuclear Material

Nuclear material means **by-product material**, **source material** or **special nuclear material**.

By-product material, **source material** and **special nuclear material** have the meanings given them in the United States of America Atomic Energy Act of 1954 or in any law amendatory thereof.

Nuclear Property Damage

Nuclear property damage includes all forms of radioactive contamination of property.

Nuclear Reactor

Nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

Nuclear Spent Fuel

Nuclear spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.

Nuclear Waste

Nuclear waste means any waste material:

- containing **nuclear material**, other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content; and
- resulting from the operation by any person or organization of any **nuclear facility** described in subparagraphs A. or B. of the definition of **nuclear facility**.

Occurrence

Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

Officer

Officer means a person holding any of the officer positions created by an organization's charter, constitution, by-laws or any other similar governing document.

Definitions

(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Personal Injury

Personal injury means injury, other than **bodily injury**, **property damage** or **advertising injury**, caused by an offense of:

- A. false arrest, false detention or other false imprisonment;
- B. malicious prosecution;
- C. wrongful entry into, wrongful eviction of a person from or other violation of a person's right of private occupancy of a dwelling, premises or room that such person occupies, if committed by or on behalf of its landlord, lessor or owner;
- D. electronic, oral, written or other publication of material that:
 - 1. libels or slanders a person or organization (which does not include disparagement of goods, products, property or services); or
 - 2. violates a person's right of privacy; or
- E. discrimination, harassment or segregation based on a person's age, color, national origin, race, religion or sex.

Pollutants

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Products-Completed Operations Hazard

Products-completed operations hazard:

- A. includes all **bodily injury** and **property damage** taking place away from premises owned or occupied by or loaned or rented to you and arising out of **your product** or **your work**, except:
 - 1. products that are still in your physical possession; or
 - 2. work that has not yet been completed or abandoned.

Your work will be deemed completed when:

- all of the work called for in your contract or agreement has been completed.
- all of the work to be performed at the site has been completed, if your contract or agreement calls for work at more than one site.
- that part of the work completed at a site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- B. does not include **bodily injury** or **property damage** arising out of:
 - 1. the transportation of property, unless the injury or damage results from a condition in or on a vehicle not owned or operated by or loaned or rented to you and that condition was created by the **loading or unloading** of that vehicle by any **insured**;

Definitions**Products-Completed
Operations Hazard
(continued)**

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

2. the existence of tools, uninstalled equipment or abandoned or unused materials; or
3. products or operations for which the classification in our rules indicates that such products or operations are not subject to the Products-Completed Operations Aggregate Limit of insurance.

Property Damage

Property damage means:

- physical injury to tangible property, including 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
- 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.

Tangible property does not include any software, data or other information that is in electronic form.

Suit

Suit means a civil proceeding in which damages, to which this insurance applies, are sought. **Suit** includes an arbitration or other dispute resolution proceeding in which such damages are sought and to which the **insured** must submit or does submit with our consent.

Temporary Worker

Temporary worker means a person who is furnished to a party to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

Your Product

Your product:

- A. means any:
 1. 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 assets or business you have acquired; and
 2. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- B. includes:
 1. representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of **your product**; and
 2. the providing of or failure to provide instructions or warnings.
- C. does not include vending machines or other property loaned or rented to or located for the use of others but not sold.

Definitions

(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Your Work

Your work:

- A. means any:
 - 1. work or operations performed by:
 - a. you or on your behalf; or
 - b. a person or organization whose assets or business you have acquired; and
 - 2. materials, parts or equipment furnished in connection with such work or operations.
- B. includes:
 - 1. representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of **your work**; and
 - 2. the providing of or failure to provide instructions or warnings.

Liability Insurance

Liquor Liability

Table Of Contents

<i>Section</i>	<i>Page No.</i>
<i>Coverage</i>	<i>3</i>
<i>Investigation, Defense And Settlements</i>	<i>3</i>
<i>Supplementary Payments</i>	<i>4</i>
<i>Coverage Territory</i>	<i>4</i>
<i>Who Is An Insured</i>	<i>5</i>
<i>Limits Of Insurance</i>	<i>7</i>
<i>Exclusions</i>	<i>7</i>
<i>Conditions</i>	<i>8</i>
<i>Definitions</i>	<i>13</i>

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Contract

Please read the entire policy carefully. The terms and conditions of this insurance include the various sections of this contract: Coverages; Investigation, Defense And Settlements; Supplementary Payments; Coverage Territory; Who Is An Insured; Limits Of Insurance; Exclusions; Conditions; and Definitions, as well as the Declarations, Common Policy Conditions and any Endorsements and Schedules made a part of this insurance.

Throughout this contract the words "you" and "your" refer to the Named **Insured** shown in the Declarations and other persons or organizations qualifying as a Named **Insured** under this contract. The words "we," "us" and "our" refer to the Company providing this insurance.

In addition to the Named **Insured**, other persons or organizations may qualify as **insureds**. Those persons or organizations and the conditions under which they qualify are identified in the Who Is An Insured section of this contract.

Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section of this contract.

Coverage**Bodily Injury And Property
Damage Liability
Coverage**

Subject to all of the terms and conditions of this insurance, we will pay damages that the **insured** becomes legally obligated to pay by reason of liability imposed by law for **bodily injury** or **property damage** to which this coverage applies. Liability for such **bodily injury** or **property damage** must be imposed on the **insured** by reason of the selling, serving or furnishing of any alcoholic beverage.

This coverage applies only to such **bodily injury** or **property damage** that occurs during the policy period.

Damages for **bodily injury** include damages claimed by a person or organization for care or loss of services resulting at any time from the **bodily injury**.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

**Investigation, Defense
And Settlements**

Subject to all of the terms and conditions of this insurance, we will have the right and duty to defend the **insured** against a **suit**, even if such **suit** is false, fraudulent or groundless.

If such a **suit** is brought, we will pay reasonable attorney fees and necessary litigation expenses to defend the **insured**.

Such attorney fees and litigation expenses will be paid as described in the Supplementary Payments section of this contract.

We have no duty to defend any person or organization against any **suit** seeking damages to which this insurance does not apply.

**Investigation, Defense
And Settlements**

(continued)

We may, at our discretion, investigate any **bodily injury** or **property damage** and settle any claim or **suit**.

Our duty to defend any person or organization ends when we have used up the applicable Limit Of Insurance.

**Supplementary
Payments**

Subject to all of the terms and conditions of this insurance, we will pay, with respect to a claim we investigate or settle, or a **suit** against an **insured** we defend:

- A. the expenses we incur.
- B. the cost of:
 - 1. bail bonds; or
 - 2. bonds required to:
 - a. appeal judgments; or
 - b. release attachments;

but only for bond amounts within the available Limit Of Insurance. We do not have to furnish these bonds.
- C. reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of such claim or **suit**, including actual loss of earnings up to \$1000 a day because of time off from work.
- D. costs taxed against the **insured** in the **suit**, except any:
 - 1. attorney fees or litigation expenses; or
 - 2. other loss, cost or expense;

in connection with any injunction or other equitable relief.
- E. prejudgment interest awarded against the **insured** on that part of a judgment we pay. If we make an offer to pay the applicable Limit Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- F. interest on the full amount of a 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.

Supplementary Payments does not include any fine or other penalty.

These payments will not reduce the Limits Of Insurance.

Our obligation to make these payments ends when we have used up the applicable Limit Of Insurance.

Coverage Territory

This insurance applies within the following territorial limits:

- A. The United States of America (including its possessions and territories), Puerto Rico and Canada;
- B. International waters or airspace, provided the **bodily injury** or **property damage** does not occur in the course of travel or transportation to or from any place not included in A. above; or

Coverage Territory
(continued)

- C. All other parts of the world if:
1. The **bodily injury** or **property damage** arises out of:
 - a. Goods or products sold by you in the territory described in A. above; or
 - b. The activities of a person whose home is in the territory described in A. above, but is away for a short time on your business; and
 2. The **insured's** responsibility to pay damages is determined in a **suit** on the merits, in the territory described in A. above or in a settlement we agree to.

Who Is An Insured**Sole Proprietorships**

If you are an individual, you and your spouse are **insureds**; but you and your spouse are **insureds** only with respect to the conduct of a business of which you are the sole owner.

If you die:

- persons or organizations having proper temporary custody of your property are **insureds**; but they are **insureds** only with respect to the maintenance or use of such property and only for acts until your legal representative has been appointed; and
- your legal representatives are **insureds**; but they are **insureds** only with respect to their duties as your legal representatives. Such legal representatives will assume your rights and duties under this insurance.

Partnerships Or Joint Ventures

If you are a partnership (including a limited liability partnership) or a joint venture, you are an **insured**. Your members, your partners and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business.

Limited Liability Companies

If you are a limited liability company, you are an **insured**. Your members and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business. Your managers are **insureds**; but they are **insureds** only with respect to their duties as your managers.

Other Organizations

If you are an organization (including a professional corporation) other than a partnership, joint venture or limited liability company, you are an **insured**. Your directors and **officers** are **insureds**; but they are **insureds** only with respect to their duties as your directors or **officers**. Your stockholders and their spouses are **insureds**; but they are **insureds** only with respect to their liability as your stockholders.

Employees

Your **employees** are **insureds**; but they are **insureds** only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

Who Is An Insured

Employees (continued)

However, no **employee** is an **insured** for:

A. **bodily injury:**

1. to you, to any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or to any co-**employee** while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business;
2. to the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in subparagraph A.1. above; or
3. for which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in subparagraphs A.1. or A.2. above.

This limitation does not apply to:

- you or to your directors, managers, members, **officers**, partners or supervisors as **insureds**; or
- your **employees**, as **insureds**, with respect to such damages caused by cardio-pulmonary resuscitation or first aid services administered by such an **employee**; or

B. **property damage** to any property owned, occupied or used by you or by any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or by any of your **employees**.

Subsidiary Or Newly Acquired Or Formed Organizations

If there is no other insurance available, the following organizations will qualify as named **insureds**:

- a subsidiary organization of the first named **insured** shown in the Declarations of which, at the beginning of the policy period and at the time of loss, such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization; or
- a subsidiary organization of the first named **insured** shown in the Declarations that such first named **insured** acquires or forms during the policy period, if at the time of loss such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization.

Limitations On Who Is An Insured

- A. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organizations provision above, no person or organization is an **insured** with respect to the conduct of any person or organization that is not shown as a named **insured** in the Declarations.
- B. No person or organization is an **insured** with respect to the:
1. ownership, maintenance or use of any assets; or
 2. conduct of any person or organization whose assets, business or organization; you acquire, either directly or indirectly, for any **bodily injury** or **property damage** that occurred, in whole or in part, before you, directly or indirectly, acquired such assets, business or organization.

Limits Of Insurance

The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay, regardless of the number of:

- **insureds**;
- claims made or **suits** brought; or
- persons or organizations making claims or bringing **suits**.

The Limits Of Insurance apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

Aggregate Limit

Subject to the Each Common Cause Limit, the Aggregate Limit is the most we will pay for damages under **bodily injury** and **property damage** coverage as the result of the selling, serving or furnishing of alcoholic beverages.

Each Common Cause Limit

The Each Common Cause Limit is the most we will pay for the sum of damages under **bodily injury** and **property damage** coverage because of all **bodily injury** and **property damage** as the result of the selling, serving or furnishing of any alcoholic beverage to any one person.

Any amount paid for damages arising out of **bodily injury** or **property damage** will reduce the amount of the Aggregate Limit available for payment of damages arising out of any other **bodily injury** or **property damage**.

If the Aggregate Limit has been reduced by payment of damages to an amount that is less than the Each Common Cause Limit stated in the Declarations, the remaining Aggregate Limit is the most that will be available for payment of damages arising out of any other **bodily injury** or **property damage**.

Exclusions**Employer's Liability**

- A. This insurance does not apply to **bodily injury** to an **employee** of the **insured** arising out of and in the course of:
1. employment by the **insured**; or
 2. performing duties related to the conduct of the **insured's** business.
- B. This insurance does not apply to **bodily injury** to the brother, child, parent, sister or spouse of such **employee** as a consequence of any injury described in paragraph A. above.

This exclusion applies:

- whether the **insured** may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of any injury described in paragraphs A. or B. above.

Exclusions

(continued)

Expected Or Intended Injury

This insurance does not apply to **bodily injury** or **property damage** arising out of an act that:

- is intended by the **insured**; or
- would be expected from the standpoint of a reasonable person in the circumstances of the **insured**;

to cause **bodily injury** or **property damage**, even if the actual **bodily injury** or **property damage** is of a different degree or type than intended or expected.

This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or tangible property.

Invalid License

This insurance does not apply to **bodily injury** or **property damage** arising out of any alcoholic beverage sold, served or furnished when any license or permit required by law has not been obtained or is suspended, canceled, revoked or has expired.

Other Insurance

This insurance does not apply to any **bodily injury** or **property damage** with respect to which other insurance is afforded, or would be afforded but for the exhaustion of its limits of insurance.

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

Your Products

This insurance does not apply to **bodily injury** or **property damage** arising out of **your products**.

This exclusion does not apply to **bodily injury** or **property damage** for which the **insured** or the **insured's** indemnitee may be held liable by reason of:

- causing or contributing to the intoxication of any person;
- the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

Workers' Compensation And Similar Laws

This insurance does not apply to any obligation of the **insured** under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

Conditions

Arbitration

We are entitled to exercise all of the **insured's** rights in the choice of arbitrators and in the conduct of any arbitration proceeding, except when the proceeding is between us and the **insured**.

Conditions*(continued)***Bankruptcy**

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

Disclosures And Representations

We have issued this insurance:

- based upon representations you made to us; and
- in reliance upon your representations.

Unintentional failure of an **employee** of the **insured** to disclose a hazard or other material information will not violate this condition, unless an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee knows about such hazard or other material information.

Duties In The Event Of Bodily Injury, Property Damage, Claim Or Suit

- A. You must see to it that we and any other insurers are notified as soon as practicable of any **bodily injury** or **property damage** that may result in a claim, if the claim may involve us or such other insurers. To the extent possible, notice should include:
1. how, when and where the **bodily injury** or **property damage** happened;
 2. the names and addresses of any injured persons and witnesses; and
 3. the nature and location of any injury or damage arising out of the **bodily injury** or **property damage**.
- 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;
 2. notify us and other insurers as soon as practicable; and
 3. see to it that we receive written notice of the claim or **suit** as soon as practicable.
- C. You and any other involved **insured** must:
1. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **suit**;
 2. authorize us to obtain records and other information;
 3. cooperate with us and other insurers in the:
 - a. investigation or settlement of the claim; or
 - b. defense against the **suit**; and
 4. assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the **insured** because of loss to which this insurance may also apply.
- D. No **insureds** will, except at that **insured's** own cost, make any payment, assume any obligation or incur any expense, other than for first aid, without our consent.
- E. Notice given by or on behalf of:
1. the **insured**;
 2. the injured person; or

Conditions

Duties In The Event Of Bodily Injury, Property Damage, Claim Or Suit (continued)

3. any other claimant;
- to a licensed agent of ours with particulars sufficient to identify the **insured** shall be deemed notice to us.
- F. Knowledge of any **bodily injury** or **property damage** by an agent or **employee** of the **insured** will not constitute knowledge by the **insured**, unless an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee knows about such **bodily injury** or **property damage**.
- G. Failure of an agent or **employee** of the **insured**, other than an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee, to notify us of any **bodily injury** or **property damage** that such person knows about will not affect the insurance afforded to you.
- H. If a claim or loss does not reasonably appear to involve this insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the **insured** gives us immediate notice as soon as the **insured** is aware that this insurance may apply to such claim or loss.

Legal Action Against Us

No person or organization has a right under this insurance to:

- join us as a party or otherwise bring us into a **suit** seeking damages from an **insured**; or
- sue us on this insurance unless all of the terms and conditions of this insurance 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** obtained after an actual:

- trial in a civil proceeding; or
- arbitration or other alternative dispute resolution proceeding;

but we will not be liable for damages that are not payable under the terms and conditions of this insurance or that are in excess of the applicable Limits Of Insurance.

Other Insurance

If other valid and collectible insurance is available to the **insured** for loss we would otherwise cover under this insurance, our obligations are limited as follows.

Primary Insurance

This insurance is primary.

Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in the Method of Sharing provision described below.

Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this method each insurer contributes equal amounts until it has paid its applicable limits of insurance or none of the loss remains, whichever comes first.

Conditions**Other Insurance
(continued)**

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers.

Premium Audit

We will compute all premiums for this insurance in accordance with our rules and rates.

In accordance with the Estimated Premiums section of the Premium Summary, premiums shown with an asterisk (*) are estimated premiums and are subject to audit.

In addition to or in lieu of such designation in the Premium Summary, premiums may be designated as estimated premiums elsewhere in this policy. In that case, these premiums will also be subject to audit, and the second paragraph of the Estimated Premiums section of the Premium Summary will apply.

Separation Of Insureds

Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned in this insurance to the first named **insured**, this insurance applies:

- as if each named **insured** were the only named **insured**; and
- separately to each **insured** against whom claim is made or **suit** is brought.

**Transfer Or Waiver Of
Rights Of Recovery
Against Others**

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured**'s rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

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Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Agreed Settlement

Agreed settlement means a settlement and release of liability signed by us, the **insured** and the claimant or the claimant's legal representative.

Bodily Injury

Bodily injury means physical:

- injury;
- sickness; or
- disease;

sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease that caused it.

Employee

Employee includes a **leased worker**. **Employee** does not include a **temporary worker**.

Insured

Insured means a person or an organization qualifying as an **insured** in the Who Is An Insured section of this contract.

Leased Worker

Leased worker means a person leased to a party by a labor leasing firm, in a contract or agreement between such party and the labor leasing firm, to perform duties related to the conduct of the party's business. **Leased worker** does not include a **temporary worker**.

Officer

Officer means a person holding any of the officer positions created by an organization's charter, constitution, by-laws or any other similar governing document.

Property Damage

Property damage means:

- physical injury to tangible property, including 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
- 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.

Tangible property does not include any software, data or other information that is in electronic form.

Suit

Suit means a civil proceeding in which damages, to which this insurance applies, are sought. **Suit** includes an arbitration or other dispute resolution proceeding in which such damages are sought and to which the **insured** must submit or does submit with our consent.

Definitions

(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW:

Temporary Worker

Temporary worker means a person who is furnished to a party to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

Your Product**Your product:****A.** means any:

1. 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 assets or business you have acquired; and
2. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

B. includes:

1. representations or warranties made at any time with respect to the durability, fitness, performance, quality or use of **your product**; and
2. the providing of or failure to provide instructions or warnings.

C. does not include vending machines or other property loaned or rented to or located for the use of others but not sold.

Liability Insurance

Non-Owned and Hired Car Liability

Table Of Contents

<i>Section</i>	<i>Page No.</i>
<i>Who Is Insured</i>	<i>3</i>
<i>Coverage</i>	<i>3</i>
<i>Extension Of Coverage</i>	<i>4</i>
<i>Limit Of Insurance</i>	<i>4</i>
<i>Investigation, Defense And Payment Of Damages</i>	<i>4</i>
<i>Supplementary Payments</i>	<i>4</i>
<i>Coverage Territory</i>	<i>5</i>
<i>Bodily Injury/Property Damage Exclusions</i>	<i>5</i>
<i>Conditions</i>	<i>7</i>
<i>Definitions</i>	<i>11</i>

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Contract

Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section of this contract.

Throughout this policy the words "you" and "your" refer to the Named **Insured** shown in the Declarations of this policy, and any other person or organization qualifying as a Named **Insured** under this contract. The words "we," "us" and "our" refer to the company providing this insurance.

In addition to the Named **Insured**, other persons or organizations qualify as **insureds**. Those persons or organizations and the conditions under which they qualify are identified in the Who Is Insured section of this contract.

Who Is Insured

You You are an **insured** for any **covered auto**.

Permissive Users Of A Covered Auto

Anyone else while using, with your permission, a **covered auto** is an **insured** except:

- the owner or anyone else from whom you hire or borrow a **covered auto**;
- your **employee** if the **covered auto** is owned by that **employee** or a member of his or her household;
- someone using a **covered auto** while he or she is working in a business selling, servicing, repairing or parking **autos**, unless that business is yours;
- anyone other than your **employees**, partners, members, a lessee or borrower or any of their **employees**, while moving property to or from a **covered auto**; or
- a partner of yours for a **covered auto** owned by him or her or member of his or her household; or
- a member of yours for a **covered auto** owned by him or her or member of his or her household.

Other Persons Liable For The Conduct Of An Insured

Anyone else who is not excluded under Permissive Users Of A Covered Auto and who is liable for the conduct of an **insured** is an **insured**, but only to the extent of that liability.

Coverage

Bodily Injury And Property Damage

Subject to the Limit Of Insurance, we will pay damages the **insured** becomes legally obligated to pay for **bodily injury** or **property damage** to which this insurance applies caused by an **occurrence** arising out of the maintenance or use in your business of any **covered auto**.

This insurance applies to **bodily injury** or **property damage** which occurs during the policy period.

Damages for **bodily injury** include damages claimed by any person or organization for care or loss of services resulting at any time from the **bodily injury**.

Extension Of Coverage

Out of State Coverage

While a **covered auto** is away from the State where it is licensed we will increase the Limit Of Insurance to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the **covered auto** is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

We will not pay anyone more than once for the same elements of loss because of this extension.

Limit Of Insurance

Regardless of the number of **covered autos**, **insureds**, premiums paid, claims made or vehicles involved in the **occurrence**, the most we will pay for all damages resulting from any one **occurrence** is the Limit Of Insurance shown in the Declarations.

Investigation, Defense And Payment Of Damages

We will have the right and duty to defend any **insured** against a **suit** seeking damages for **bodily injury** or **property damage**. However, we will have no duty to defend any **insured** against a **suit** seeking damages to which this insurance does not apply. We may at our discretion investigate any **occurrence** and settle any claim or **suit** that may result.

The amount we will pay for damages is limited as described in Limit Of Insurance. Our right and duty to defend end when we have used up the Limit Of Insurance in the payment of judgements or settlements under **bodily injury** or **property damage**.

We have no further obligation or liability to pay sums or perform acts or services unless explicitly provided for under Extension Of Coverage and Supplementary Payments.

Supplementary Payments

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

- all expenses we incur;
- up to \$2000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the **bodily injury** liability coverage applies. We do not have to furnish these bonds;
- the premium amount of bonds to release attachments, but only for premium amounts within the amount of insurance available. We do not have to furnish these bonds;
- 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 \$300 a day because of time off from work;
- costs taxed against the **insured** in the **suit**;
- prejudgment interest awarded against the **insured** on that part of the judgment we pay. If we make an offer to pay the Limit Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer; and
- 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 Limit Of Insurance.

These payments will not reduce the Limit Of Insurance.

Coverage Territory

This insurance applies within the United States of America, its territories or possessions, Canada or Puerto Rico, and to **occurrences** involving a **covered auto** while being transported between any of these places.

**Bodily Injury/Property
Damage Exclusions****Care, Custody Or Control**

This insurance does not apply to **property damage** to property owned or transported by the **insured** or in the **insured's** care, custody or control.

This exclusion does not apply to liability assumed under a sidetrack agreement.

Completed Operations

This insurance does not apply to **bodily injury** or **property damage** arising out of **your work** after that work has been completed or abandoned.

Your work will be deemed completed at the earliest of the following times:

- When all of the work called for in your contract has been completed.
- When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

Contractual Liability

This insurance does not apply to **bodily injury** or **property damage** for which the **insured** is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages:

- that the **insured** would have in the absence of the contract or agreement; or
- assumed in an oral or written contract or agreement that is an **insured contract**, provided the **bodily injury** or **property damage** occurs subsequent to the execution of the contract or agreement. When a claim for such **bodily injury** or **property damage** is made, we will defend that claim provided the **insured** has assumed the obligation to defend such claim in the **insured contract**. Such defense payments will not reduce the Limit Of Insurance.

**Employee Indemnification
And Employer's Liability**

This insurance does not apply to **bodily injury** to:

- A. an **employee** of the **insured** arising out of and in the course of:
 - 1. employment by the **insured**;
 - 2. performing duties related to the conduct of the **insured's** business; or
- B. the spouse, child, parent, brother or sister of that **employee** as a consequence of A. above.

Bodily Injury/Property Damage Exclusions

Employee Indemnification And Employer's Liability (continued)

This exclusion applies:

- whether the **insured** may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to **bodily injury** to domestic **employees** not entitled to workers compensation benefits or to liability assumed by the **insured** under an **insured contract**.

Expected Or Intended Injury

This insurance does not apply to **bodily injury** or **property damage** which results from an act that:

- is intended by the **insured**; or
- can be expected from the standpoint of a reasonable person

to cause **bodily injury** or **property damage**, even if the injury or damage is of a different degree or type than actually intended or expected.

Fellow Employee

This insurance does not apply to **bodily injury** to any fellow **employee** of the **insured** arising out of and in course of the fellow **employee's** employment.

Handling Of Property

This insurance does not apply to **bodily injury** or **property damage** resulting from the handling of property:

- before it is moved from the place where it is accepted by the **insured** for movement into or onto the **covered auto**; or
- after it is moved from the **covered auto** to the place where it is finally delivered by the **insured**.

Movement Of Property By Mechanical Device

This insurance does not apply to **bodily injury** or **property damage** resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the **covered auto**.

Operations

This insurance does not apply to **bodily injury** or **property damage** arising out of the operation of any equipment listed in paragraphs F.2. and F.3. of the definition of **mobile equipment**.

Pollution

A. This insurance does not apply to **bodily injury** or **property damage** arising out of the actual alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:

1. that are, or that are contained, in any property that is:
 - a. being transported or towed by, or handled for movement into, onto or from, the **covered auto**;
 - b. otherwise in the course of transit by the **insured**; or
 - c. being stored, disposed of, treated or processed in or upon the **covered auto**;

**Bodily Injury/Property
Damage Exclusions****Pollution**
(continued)

2. before the **pollutants** or any property in which the **pollutants** are contained are moved from the place where they are accepted by the **insured** for movement into or onto the **covered auto**; or
 3. after the **pollutants** or any property in which the **pollutants** are contained are moved from the **covered auto** to the place where they are finally delivered, disposed of or abandoned by the **insured**.
- B. This insurance does not apply to any loss, cost or expense arising out of any governmental direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **pollutants**.

Paragraph A. 1. c. does not apply to fuels, lubricants, fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the **covered auto** or its parts, if:

- A. the **pollutants** escape or are discharged, dispersed or released directly from an **auto** part designed by its manufacturer to hold, store, receive or dispose such **pollutants**; and
- B. the **bodily injury** or **property damage** does not arise out of the operation of any equipment listed in paragraphs F. 2. and F. 3. of the definition of **mobile equipment**.

Paragraphs A. 2. and A. 3. of this exclusion do not apply if:

- A. the **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a **covered auto** and
- B. the discharge, dispersal, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.

War

This insurance does not apply to **bodily injury** or **property damage** due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

**Workers' Compensation
And Similar Laws**

This insurance does not apply to any obligation for which the **insured** or the **insured's** insurer may be held liable under any workers compensation, disability benefits or unemployment compensation law or any similar law.

Conditions**Arbitration**

We are entitled to exercise all of the **insured's** rights in the choice of arbitrators and the conduct of any arbitration proceeding, except when the proceeding is between us and the **insured**.

Bankruptcy

Bankruptcy or insolvency of the **insured** or the **insured's** estate will not relieve us of any obligation to which this insurance applies.

Conditions

(continued)

Duties In The Event Of Occurrence Claim Or Suit

- A. You must see to it that we are notified as soon as practicable of an **occurrence** which may result in a claim. To the extent possible, notice should include:
 - 1. how, when and where the **occurrence** took place;
 - 2. the names and addresses of any injured persons and witnesses; and
 - 3. the nature and location of any injury or damage arising out of the **occurrence**.
 - 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 in writing as soon as practicable.
 - C. You and any other involved **insured** must:
 - 1. immediately send us copies of any demands, notices, summonses or 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:
 - a. investigation or settlement of the claim or
 - b. defense of the **suit**; and
 - 4. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the **insured** because of injury or damage to which this insurance may also apply.
 - D. No **insureds** will, except at that **insured's** own cost, 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:
 - 1. the **insured**;
 - 2. the injured person; or
 - 3. any other claimant;to any licensed agent of ours with particulars sufficient to identify the **insured** shall be deemed notice to us.
 - F. Knowledge of an **occurrence** by any agent or **employee** of the **insured** will not constitute knowledge by the **insured**, unless an officer or his designee receives such notice from its agent or **employee**.
 - G. Failure of an agent or **employee** of the **insured**, other than an officer or his designee, to notify us of any **occurrence** which he knows about will not affect the insurance afforded you by this contract.
 - H. If the **insured** reports any **occurrence** as a Workers Compensation claim which later develops into a liability claim, the failure to report such **occurrence** to us will not violate this provision provided the **insured** gives us immediate notice as soon as they are made aware of the fact that the **occurrence** is a claim under this contract.
-

Conditions*(continued)***Legal Action Against Us**

No person or organization has a right under this insurance:

- to join us as a party or otherwise bring us into a **suit** asking for damages from an **insured**; or
- to sue us on this insurance 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** obtained after:

- an actual trial in a civil proceeding;
- an arbitration proceeding; or
- an alternative resolution proceeding,

but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the Limit of Insurance.

Other Insurance

If other valid and collectible insurance is available to the **insured** for a loss we cover under this insurance, our obligations are limited as follows:

Excess Insurance

This insurance is excess over and above any other valid and collectible insurance (including any deductible or self-insured portion) or agreement of indemnity, available to you.

We will have no duty under this insurance to defend any **insured** against a **suit** that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the **insured's** rights against all those other insurers.

We will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- the total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- the total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not purchased specifically to apply in excess of the Limit Of Insurance shown in the Declarations of this insurance.

Premium Audit

We will compute all premiums for this insurance in accordance with our rules and rates.

In accordance with the Estimated Premiums section of the Premium Summary, premiums identified by an asterisk are estimated premiums and are subject to audit. In addition to or in lieu of such designation in the Premium Summary, premiums may be designated as estimated premiums in the Liability Insurance section of this policy. In that event, these premiums will also be subject to audit and the second paragraph of the Estimated Premiums section of the Premium Summary will apply.

Conditions
(continued)**Separation Of Insureds**

Except with respect to the Limit Of Insurance and any rights or duties specifically assigned in this insurance to the first named **insured**, this insurance applies:

- as if each named **insured** were the only named **insured**; and
- separately to each **insured** against whom claim is made or **suit** is brought.

Transfer Of Rights Of Recovery

If the **insured** has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

Definitions**WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT:****Agreed Settlement**

Agreed settlement means a settlement and release of liability signed by us, the **insured** and the claimant or the claimant's legal representative.

Auto

Auto means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But **auto** does not include **mobile equipment**.

Bodily Injury

Bodily injury means physical:

- injury,
- sickness, or
- disease

sustained by a person and, if arising out of the foregoing, mental anguish, mental injury, shock, humiliation or death at any time.

Covered Auto

Covered auto means an **auto** you do not own.

Employee

Employee includes a **leased worker** but does not include a **temporary worker**.

Executive Officer

Executive officer means a person holding any of the officer positions created by your charter, constitution or by-laws.

Insured

Insured means any person or organization qualifying as an insured under the Who Is Insured provision and against whom claim is made or **suit** is brought.

Insured Contract

Insured contract means:

- a lease of premises;
- a sidetrack agreement;
- an easement or license agreement;
- an obligation as required by ordinance, to indemnify a municipality, except in connection with work for a municipality.
- that part of any contract or agreement entered into, as part of your business, by you or any of your **employees** pertaining to the rental or lease of any **covered auto**; or
- that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization.

An **insured contract** does not include that part of any contract or agreement:

- that pertains to the loan, lease or rental of an **auto** to you or any of your **employees**, if the **auto** is loaned, leased or rented with a driver; or

Definitions**WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT:****Insured Contract**
(continued)

- that holds a person or organization engaged in the business of transporting property by **auto** for hire harmless for your use of a **covered auto** over a route or territory that person or organization is authorized to serve by public authority.

Leased Worker

Leased worker means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. **Leased worker** does not include a **temporary worker**.

Mobile Equipment

Mobile equipment means any of the following types of land vehicles, including any attached machinery or equipment:

- bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- vehicles maintained for use solely on or next to premises you own or rent;
- vehicles that travel on crawler treads;
- vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - power cranes, shovels, loaders, diggers or drills; or
 - road construction or resurfacing equipment such as graders, scrapers or rollers;
- vehicles not described in A., B., C. or D. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - cherry pickers and similar devices used to raise or lower workers; and
- vehicles not described in A., B., C. or D. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:
 - equipment designed primarily for:
 - snow removal;
 - road maintenance, but not construction or resurfacing;
 - street cleaning;
 - cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

Occurrence

Occurrence means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

Pollutants

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be disposed of, recycled, reconditioned or reclaimed.

Definitions*(continued)***WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT:****Property Damage**

Property damage means physical injury to tangible property including the 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.

Suit

Suit means a civil proceeding in which damages because of **bodily injury** or **property damage** to which this insurance applies are alleged. **Suit** also includes:

- an arbitration proceeding in which such damages are claimed and to which the **insured** must submit or does submit with our consent; or
- any other alternative dispute resolution proceeding in which such damages are claimed and to which the **insured** submits with our consent.

Temporary Worker

Temporary worker means a person who is furnished to you for a finite time period to support or supplement your work force in special work situations such as **employee** absences, temporary skill shortages and seasonal workloads.

Your Work

Your work means:

- work or operations performed by you or on your behalf; and
- materials, parts or equipment furnished in connection with such work or operations.

Your work includes:

- warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**; and
- the providing of or failure to provide warnings or instructions.

Liability Insurance

Abuse Or Molestation Liability Claims-Made And Reported

Table Of Contents

Section	Page No.
<i>Coverage</i>	<i>3</i>
<i>Investigation, Defense And Settlements</i>	<i>4</i>
<i>Supplementary Payments</i>	<i>5</i>
<i>Coverage Territory</i>	<i>5</i>
<i>Who Is An Insured</i>	<i>5</i>
<i>Limits Of Insurance</i>	<i>8</i>
<i>Exclusions</i>	<i>9</i>
<i>Extended Reporting Period</i>	<i>15</i>
<i>Conditions</i>	<i>16</i>
<i>Definitions</i>	<i>23</i>

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Abuse Or Molestation Liability Claims-Made And Reported

Contract

Please read the entire policy carefully. The terms and conditions of this insurance include the various sections of this contract: Coverage; Investigation, Defense And Settlements; Supplementary Payments; Coverage Territory; Who Is An Insured; Limits Of Insurance; Exclusions; Extended Reporting Period; Conditions; and Definitions, as well as the Declarations and any Endorsements and Schedules made a part of this insurance.

Throughout this contract the words “you” and “your” refer to the Named **Insured** shown in the Declarations and other persons or organizations qualifying as a named **insured** under this contract. The words “we,” “us” and “our” refer to the Company providing this insurance.

In addition to the named **insured**, other persons or organizations may qualify as **insureds**. Those persons or organizations and the conditions under which they qualify are identified in the Who Is an Insured section of this contract.

Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section of this contract.

The use of the words damages, loss, cost or expense in any provision does not expand any coverages under this contract.

THIS INSURANCE PROVIDES CLAIMS-MADE AND REPORTED COVERAGE. EXCEPT AS OTHERWISE PROVIDED, SUCH COVERAGE APPLIES ONLY TO CLAIMS THAT ARE BOTH FIRST MADE AGAINST THE **INSURED AND REPORTED TO US IN WRITING DURING THE POLICY PERIOD.**

CLAIM ADJUSTMENT EXPENSES, INCLUDING ATTORNEY FEES AND INVESTIGATION COSTS OR EXPENSES, WILL REDUCE THE LIMITS OF INSURANCE.

Coverage

Abuse Or Molestation Coverage (Claims-Made And Reported)

- A. Subject to all of the terms and conditions of this insurance, we will pay damages and **claimant costs** that the **insured** becomes legally obligated to pay for **abuse or molestation injury** that is caused by a **wrongful act** to which this coverage applies.
- B. This coverage applies only if:
 - 1. such **wrongful act** was not first committed:
 - a. before the Retroactive Date shown in the Declarations; or
 - b. after the end of the policy period; and
 - 2. a claim by a person or organization for damages for the **abuse or molestation injury** is:
 - a. both first made against any **insured** and reported to us in writing during:
 - i. the policy period; or
 - ii. any Extended Reporting Period we provide, as described in the Extended Reporting Period section of this contract; or
 - b. made in accordance with the provisions of the condition titled Duties To Report Circumstances.

Coverage

Abuse Or Molestation Coverage (Claims-Made And Reported) (continued)

- C. For purposes of this coverage:
1. a claim by a person or organization for damages for the **abuse or molestation injury** will be deemed to have been made at the earliest of the following times, when:
 - a. notice of such claim is received and recorded by:
 - i. any **insured**; or
 - ii. us; or
 - b. we, at our discretion, make a settlement.
 2. such a claim will be deemed to have been reported to us during the applicable period described in subparagraph B.2. above, only if written notice of the claim is actually received and recorded by us not more than 60 days after the end of such period.
 3. all claims made for damages for the **abuse or molestation injury** to the same person, including damages claimed by a person or organization for care, loss of services or death resulting at any time from the **abuse or molestation injury**, will be deemed to have been made at the time the first of such claims is made against any **insured**, and therefore this coverage does not apply if the first of such claims was made before the beginning of the policy period.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this contract.

Our obligations hereunder end when we have used up the applicable Limits Of Insurance.

Other than as provided in the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

Investigation, Defense And Settlements

Subject to all of the terms and conditions of this insurance, we will have the right and duty to defend the **insured** against a **suit**, even if such **suit** is false, fraudulent or groundless.

If such a **suit** is brought, we will pay reasonable attorney fees and necessary litigation expenses, that are **claim adjustment expenses**, to defend the **insured**.

We have no duty to defend any person or organization against any **suit** to which this insurance does not apply.

We may, at our discretion, investigate any **wrongful act**, injury or damage and make any settlement, regardless of whether any claim has been made or **suit** has been brought.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this contract.

Our obligations hereunder end when we have used up the applicable Limits Of Insurance.

Abuse Or Molestation Liability Claims-Made And Reported

Supplementary Payments

Subject to all of the terms and conditions of this insurance, we will pay, with respect to a claim we investigate or settle, or a **suit** against an **insured** we defend:

- reasonable expenses (other than **claim adjustment expenses**) incurred by the **insured** at our request to assist us in the investigation or defense of such claim or **suit**, including actual loss of earnings up to \$1,000 a day because of time off from work.
- prejudgment interest awarded against the **insured** on that part of a judgment we pay. If we make an offer to pay the applicable Limit Of Insurance, then we will not pay any prejudgment interest based on that period of time after the offer.
- interest on the full amount of a 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.

The most we will pay hereunder is fixed as set forth in the Limits Of Insurance section of this contract.

Our obligations hereunder end when we have used up the applicable Limits Of Insurance.

Coverage Territory

Subject to all of the terms and conditions of this insurance, this insurance:

- A. applies anywhere, except to the extent that the limitations in subparagraph B. below apply.
- B. does not apply to:
 - 1. injury caused by a **wrongful act** committed outside the United States of America (including its possessions and territories), Canada and Puerto Rico, unless a **suit** on the merits (to determine the **insured**'s responsibility to pay damages, to which this insurance applies) is brought in the United States of America (including its possessions and territories), Canada or Puerto Rico.
 - 2. any damages, loss, cost or expense in connection with any **suit** brought outside the United States of America (including its possessions and territories), Canada or Puerto Rico.

Who Is An Insured

THE PROVISIONS SET FORTH IN THE WHO IS AN INSURED SECTION OF THIS CONTRACT ARE SUBJECT TO THE LIMITATIONS CONTAINED IN THE PROVISION TITLED LIMITATIONS ON WHO IS AN INSURED.

Sole Proprietorships

If you are an individual, you and your spouse are **insureds**; but you and your spouse are **insureds** only with respect to the conduct of a business of which you are the sole owner.

If you die:

- persons or organizations having proper temporary custody of your property are **insureds**; but they are **insureds** only with respect to the maintenance or use of such property and only for acts until your legal representative has been appointed; and
- your legal representatives are **insureds**; but they are **insureds** only with respect to their duties as your legal representatives. Such legal representatives will assume your rights and duties under this insurance.

Who Is An Insured

(continued)

Partnerships Or Joint Ventures

If you are a partnership (including a limited liability partnership) or a joint venture, you are an **insured**. Your members, your partners and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business.

Limited Liability Companies

If you are a limited liability company, you are an **insured**. Your members and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business. Your managers are **insureds**; but they are **insureds** only with respect to their duties as your managers.

Other Organizations

If you are an organization (including a professional corporation) other than a partnership, joint venture or limited liability company, you are an **insured**. Your directors and **officers** are **insureds**; but they are **insureds** only with respect to their duties as your directors or **officers**. Your stockholders and their spouses are **insureds**; but they are **insureds** only with respect to their liability as your stockholders.

Employees

Your **employees** are **insureds**; but they are **insureds** only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, no **employee** is an **insured** with respect to any damages, loss, cost or expense arising out of any **abuse or molestation injury** actually or allegedly sustained at any time by:

- you, by any of your directors, managers, members, **officers**, partners (whether or not any of the foregoing is an **employee**) or by any co-**employee** while such injured person is either in the course of their employment or while performing duties related to the conduct of your business; or
- any spouse, child, parent, brother or sister of such injured person as a consequence of any such injury described above.

Further, no **employee** is an **insured** with respect to any obligation to share any damages, loss, cost or expense with or to repay any person or organization that must pay any damages, loss, cost or expense because of any of the foregoing.

Volunteers

Persons who are volunteer workers for you are **insureds**; but they are **insureds** only for acts within the scope of their activities for you and at your direction.

Subsidiary Or Newly Acquired Or Formed Organizations

If there is no **other insurance** available, the following organizations will qualify as named **insureds**:

- A. a subsidiary organization of the first named **insured** shown in the Declarations of which, at the beginning of the policy period and at the time of loss, such first named **insured** controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organization; or
- B. a subsidiary organization of the first named **insured** shown in the Declarations that such first named **insured** acquires or forms during the policy period, if at the time of loss such first named **insured** controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organization.

Who Is An Insured

Subsidiary Or Newly Acquired Or Formed Organizations (continued)

However, unless we agree to extend coverage for an additional period (in accordance with the provisions of Limitations On Who Is An Insured), any coverage under subparagraph B. above applies only to **abuse or molestation injury** caused by a **wrongful act** that was not first committed later than the earliest of:

- 90 days after such acquisition or formation is executed; or
- the end of the policy period.

Limitations On Who Is An Insured

- A. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organizations provision, no person or organization is an **insured** with respect to the conduct of any person or organization that is not shown as a named **insured** in the Declarations.
- B. No person or organization is an **insured** with respect to any damages, loss, cost or expense arising out of any **circumstance** or any **wrongful act**, injury, claim or **suit** (whether or not any of the foregoing is a **circumstance**) reported, in whole or in part at any time, to us or any other insurer under any insurance that is an antecedent to this insurance.
- C. No specific person or organization is an **insured** with respect to any damages, loss, cost or expense arising out of any:
 1. injury, claim or **suit** (whether or not any of the foregoing is a **circumstance**) that is **deemed known** by such person or organization before the later of the:
 - a. beginning of the policy period; or
 - b. effective date the person or organization first becomes covered under this insurance;

including any change, continuation or resumption of any such injury at any time.
 2. **circumstance** that is **deemed known** by such person or organization before the later of the:
 - a. beginning of the policy period; or
 - b. effective date the person or organization first becomes covered under this insurance;

which would reasonably be expected to result in any payment under this insurance.

If any limitation described in paragraph C. above applies to a specific organization, then such limitation also applies to (and therefore this insurance does not apply to) any of such organization's directors, managers (if a limited liability company), members (if a partnership, joint venture or limited liability company), officers or partners.

- D. No person or organization is an **insured** with respect to any damages, loss, cost or expense arising out of any:
 1. ownership, maintenance or use of any assets; or
 2. conduct of any person or organization whose assets, business or organization;

any named **insured** acquires, either directly or indirectly, for any **wrongful act** committed, in whole or in part, before such acquisition is executed.

Who Is An Insured

Limitations On Who Is An Insured (continued)

- E. No person or organization is an **insured** with respect to any damages, loss, cost or expense arising out of any:
1. ownership, maintenance or use of any assets any named **insured** acquires;
 2. conduct of any person or organization whose assets, business or organization any named **insured** acquires; or
 3. conduct of any organization any named **insured** forms;
- during the policy period, either directly or indirectly, for any **abuse or molestation injury** arising out of any **wrongful act**, first committed:
- later than:
- 90 days after such acquisition or formation is executed; or
 - the end of the policy period;
- whichever comes first, unless:
- you give us written notice describing the acquisition or formation for which you are requesting an extension of coverage for an additional period;
 - we agree to issue an endorsement to extend coverage for an additional period (up to the end of the policy period) in connection with the acquisition or formation, in accordance with the terms, conditions and additional premiums determined by us; and
 - you accept such terms and conditions and pay such premiums on or before the due date.
- F. No person or organization is an **insured** that:
- committed or participated in;
 - directed; or
 - knowingly allowed;
- any actual or threatened **abuse or molestation injury**.

Limits Of Insurance

The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay, regardless of the number of:

- **insureds**;
- claims made or **suits** brought; or
- persons or organizations making claims or bringing **suits**.

The Limits Of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

Limits Of Insurance
(continued)**Aggregate Limit**

The Aggregate Limit is the most we will pay for the sum of all damages, **claimant costs** and other amounts described as reducing the Limits Of Insurance (see the provision titled Payments That Reduce The Limits Of Insurance) for all **abuse or molestation injury**.

Any such sum we pay will reduce the amount of this Aggregate Limit. The remaining amount of any such limit is the most that will be available for any other payment.

**Payments That Reduce
The Limits Of Insurance**

Any payments we make for any of the following will reduce the Limits Of Insurance:

- **claim adjustment expenses.**
- **claimant costs.**
- damages.

Payments we make under the Supplementary Payments section of this contract will not reduce the Limits Of Insurance.

Exclusions**Accreditation Or Peer
Review**

This insurance does not apply to any damages, loss, cost or expense arising out of any conduct of the **insured** serving as a member of an accreditation board, committee, group or similar organization.

**Aircraft, Autos,
Watercraft Or
Transportation Of
Equipment**

This insurance does not apply to any damages, loss, cost or expense arising out of the:

- ownership, maintenance, use (use includes operation and **loading or unloading**) or entrustment to others of; or
- transportation of any equipment or machinery by;

any aircraft, **auto** or watercraft owned or operated by or loaned or rented to any **insured**.

**Alcoholic Beverage Type
Businesses**

This insurance does not apply to any damages, loss, cost or expense arising out of any injury for which any **insured** may be held liable by reason of:

- causing or contributing to the intoxication of any person;
- furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

Exclusions

(continued)

Asbestos, Silica Or Similar Compounds, Including Mixed Dust

- A. This insurance does not apply to any damages, loss, cost or expense arising, in whole or in part, out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **asbestos, silica or mixed dust**.
- B. This insurance does not apply to any damages, loss, cost or expense arising, in whole or in part, out of any:
 - 1. demand, order, request or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **asbestos, silica or mixed dust**.
 - 2. claim or proceeding by or on behalf of a governmental authority or others for any damages, loss, cost or expense because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **asbestos, silica or mixed dust**.

Continuing Wrongful Acts

This insurance does not apply to any damages, loss, cost or expense arising out of any continuation or resumption of any **wrongful act** after the later of the end of the policy period of:

- A. this insurance; or
- B. a subsequent, continuous renewal or replacement of this insurance:
 - 1. that is issued to the person or organization first named in the Declarations (first named **insured**) by us or by an affiliate of ours; and
 - 2. which would otherwise apply to such **wrongful act**.

Contracts

This insurance does not apply to any damages, loss, cost or expense for which the **insured** is obligated by reason of assumption of liability in a contract or agreement.

This exclusion does not apply to the liability for damages for injury, to which this insurance applies, that such **insured** would have in the absence of such contract or agreement.

Cost Of Contract Or Restitution

This insurance does not apply to any:

- A. amount that constitutes disgorgement, including any restitution or return of any charges or fees or any consideration owed or paid to any **insured**;
- B. cost or expense to perform any obligation assumed by or on behalf of any **insured**; or
- C. damages, loss, cost or expense incurred, or agreed to, by or on behalf of any **insured**.

Subparagraph C. above does not apply to such damages, loss, cost or expense agreed to in a settlement and release of liability signed by us, the **insured** and the claimant or the claimant's legal representative.

Exclusions

(continued)

Crime, Dishonesty, Fraud Or Malice Or Willful Violations

This insurance does not apply to any damages, loss, cost or expense arising out of any criminal, dishonest, fraudulent or malicious conduct or willful violation of any law, ordinance, regulation or statute that:

- was committed by the **insured**;
- was committed with the consent or knowledge of the **insured**; or
- would have been known from the standpoint of a reasonable person in the circumstances of the **insured**.

Employer's Liability

- A. This insurance does not apply to any damages, loss, cost or expense arising out of any injury sustained by an **employee** of the **insured** arising out of and in the course of:
1. employment by the **insured**; or
 2. performing duties related to the conduct of the **insured**'s business.
- B. This insurance does not apply to any damages, loss, cost or expense arising out of any injury sustained at any time by the spouse, child, parent, brother or sister of such **employee** as a consequence of any injury described in paragraph A. above.

This exclusion applies:

- whether the **insured** may be liable as an employer in any other capacity; and
- to any obligation to share any damages, loss, cost or expense with or to repay someone else who must pay any damages, loss, cost or expense because of any injury described in paragraphs A. or B. above.

Employment Hiring Practices Or Failure To Report To Proper Authorities

This insurance does not apply to any damages, loss, cost or expense arising out of any:

- A. actual or threatened abuse or molestation of any person committed by anyone that had any history of actual or threatened abuse or molestation of others, if:
1. the **insured** employed, retained or supervised them with knowledge of such history; or
 2. a reasonable person in the circumstances of the **insured** would have been aware of such history.
- B. failure to report the conduct of anyone, if such conduct would be excluded by subparagraph A. above, to the proper authorities.

Employment-Related Practices

- A. This insurance does not apply to any damages, loss, cost or expense arising out of any injury actually or allegedly sustained at any time by any person, whether or not sustained in the course of employment by any **insured**, arising out of any employment-related act, omission, policy, practice or representation directed at such person, occurring in whole or in part at any time, including any:
1. arrest, detention or imprisonment;
 2. breach of any express or implied covenant;
 3. coercion, criticism, humiliation, prosecution or retaliation;

Exclusions

Employment-Related Practices (continued)

4. defamation or disparagement;
 5. demotion, discipline, evaluation or reassignment;
 6. discrimination, harassment or segregation;
 7.
 - a. eviction; or
 - b. invasion or other violation of any right of occupancy;
 8. failure or refusal to advance, compensate, employ or promote;
 9. invasion or other violation of any right of privacy or publicity;
 10. termination of employment; or
 11. other employment-related act, omission, policy, practice, representation or relationship in connection with any **insured** at any time.
- B. This insurance does not apply to any damages, loss, cost or expense arising out of any injury actually or allegedly sustained at any time by any spouse, child, parent, brother or sister of any person at whom any employment-related act, omission, policy, practice or representation is directed (as described in paragraph A. above), as a consequence of any of the foregoing.
- C. Paragraphs A. and B. above:
1. apply regardless of the capacity in which the **insured** may be liable; and
 2. also apply to any obligation to share any damages, loss, cost or expense with or to repay any person or organization that must pay any damages, loss, cost or expense because of any of the foregoing.

Enhancement, Maintenance Or Prevention Expenses

This insurance does not apply to any cost or expense incurred by any **insured** or others:

- A. for any:
1. enhancement or maintenance of any property; or
 2. prevention of any injury to any person or organization.
- B. to comply with any injunction or other equitable relief.

Expected Or Intended Injury

This insurance does not apply to any damages, loss, cost or expense arising out of any act or failure to act:

- intended by the **insured**; or
- that would be expected from the standpoint of a reasonable person in the circumstances of the **insured**;

to cause injury, even if the actual injury is of a different degree or type than expected or intended.

Exclusions*(continued)***Governmental Claims Or
Proceedings**

This insurance does not apply to any damages, loss, cost or expense in any way related to any claim made or proceeding brought by or on behalf of any governmental authority.

This exclusion does not apply to the liability for damages for **abuse or molestation injury**, to which this insurance applies, that the **insured** would have in the absence of such claim made or proceeding brought by or on behalf of a governmental authority.

**Intellectual Property
Laws Or Rights**

This insurance does not apply to any damages, loss, cost or expense arising out of, giving rise to or in any way related to any actual, alleged or threatened:

- assertion; or
- infringement or violation;

by any person or organization (including any **insured**) of any **intellectual property law or right**, regardless of whether this insurance would otherwise apply to any part of any such damages, loss, cost or expense in the absence of any such actual, alleged or threatened assertion, infringement or violation.

**Internet Activities And
Media Type Business
Activities**

This insurance does not apply to any damages, loss, cost or expense arising out of:

- controlling, creating, designing or developing of another's Internet site;
- controlling, creating, designing, developing, determining or providing the content or material of another's Internet site;
- controlling, facilitating or providing, or failing to control, facilitate or provide, access to the Internet or another's Internet site;
- publication of content or material on or from the Internet, other than material developed by you or at your direction; or
- **wrongful act** committed by or on behalf of any **insured** in the course of or related to advertising, broadcasting, cable casting, publishing, telecasting or telemarketing activities.

Invalid Licenses

This insurance does not apply to any damages, loss, cost or expense arising out of any act committed:

- when any applicable certification, license or other authorization required by law, ordinance, regulation or statute has not been obtained; or
- while any applicable certification, license or other authorization required by law, ordinance, regulation or statute is cancelled, invalid, non-renewed, revoked or suspended or has expired or lapsed.

Exclusions

(continued)

Nuclear

- A. This insurance does not apply to any damages, loss, cost or expense with respect to which any **insured** under this policy also has status as an insured under a nuclear energy liability policy issued by:
 - 1. American Nuclear Insurers, Mutual Atomic Energy Liability Underwriters, Nuclear Energy Liability Insurance Association, Nuclear Insurance Association of Canada or any of their antecedents or successors, or any similar insurer or association or insurers anywhere in the world.
 - 2. any sovereign nation, or agency or political subdivision thereof; or
 - 3. any multinational government agency or institution;or would have had status as an insured or would have been entitled to indemnity under any such policy but for its termination upon exhaustion of its limits of insurance.
- B. This insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened contaminative, explosive, pathogenic, radioactive, toxic or other hazardous properties of **nuclear material**.
- C. This insurance does not apply to any damages, loss, cost or expense arising out of any:
 - 1. demand, order, request or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **nuclear material**; or
 - 2. claim or proceeding by or on behalf of a governmental authority or others for any damages, loss, cost or expense because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **nuclear material**.

Pollution

- A. This insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**.
 - B. This insurance does not apply to any damages, loss, cost or expense arising out of any:
 - 1. demand, order request or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or
 - 2. claim or proceeding by or on behalf of a governmental authority or others for any damages, loss, cost or expense because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.
 - C. Paragraphs A. and B. above apply regardless of whether or not the pollution was accidental, expected, gradual, intended, preventable or sudden.
-

Exclusions*(continued)****Publications With
Knowledge Of Falsity***

This insurance does not apply to any damages, loss, cost or expense arising out of any electronic, oral, written or other publication of content or material by or with the consent of the **insured**:

- with knowledge of its falsity; or
- if a reasonable person in the circumstances of such **insured** would have known such content or material to be false.

***Progressions Of Known
Injury***

This insurance does not apply to any damages, loss, cost or expense arising out of any injury that is a change, continuation or resumption of any injury **deemed known**, before the beginning of the policy period, to have occurred or to have begun.

***Unauthorized Or
Unsolicited
Communications***

This insurance does not apply to any damages, loss, cost or expense arising out of any actual, alleged or threatened:

- A. communicating, distribution, publication, sending or transmitting of any unauthorized or unsolicited electronic communication to advertise or promote a good, product service or Internet website;
- B. unauthorized or unsolicited communication with a person or organization through the use of a computer, facsimile machine, telephone or automatic telephone dialing system or other communication device or system; or
- C. violation of any judicial, regulatory or statutory law related to any practice described in subparagraphs A. or B. above.

***Workers' Compensation
Or Similar Laws***

This insurance does not apply to any damages, loss, cost or expense arising out of any obligation of the **insured** under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

***Extended Reporting
Period******When The Extended
Reporting Period Applies***

We agree to provide an Extended Reporting Period, provided the person or organization first named in the Declarations (first named **insured**) purchases it from us, but only if:

- A. this insurance (and all its coverages) is canceled or not renewed (for reasons other than non-payment of premium); or
- B. we renew or replace this insurance (and all its coverages) with insurance that:
 - 1. has a retroactive date applicable to the first named **insured** later than the Retroactive Date shown in the Declarations of this insurance; or
 - 2. does not apply on a claims-made basis.

No person or organization, other than the first named **insured**, has the right to purchase an Extended Reporting Period.

Extended Reporting Period

When The Extended Reporting Period Applies (continued)

Only one Extended Reporting Period will be available, and it will be shared by all qualifying interests under this policy. No separate Extended Reporting Period will be provided to any specific person or organization.

How The Extended Reporting Period Applies

The Extended Reporting Period:

- A. applies only to claims for damages for injury, to which this insurance applies, that are both first made against any **insured** and reported to us in writing during such period.
- B. does not:
 - 1. extend the policy period or change the scope of coverage to which this insurance applies.
 - 2. reinstate or increase the Limits Of Insurance.
 - 3. apply to any damages, loss, cost or expense in connection with any claim covered under any **other insurance** (including any subsequent insurance you purchase), or that would be covered, but for exhaustion of the amount of insurance otherwise applicable to such claim.
- C. may not be canceled once in effect.
- D. is available, only by an endorsement and for an additional premium, subject to the following provisions.

If purchased, the Extended Reporting Period begins with the end of the policy period and lasts no longer than 3 years.

Claims that are actually both first made against any **insured** and reported to us in writing during this Extended Reporting Period will be deemed to have been made on the last day of the policy period.

The first named **insured** must give us a written request to purchase the Extended Reporting Period within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless we receive the additional premium on or before the due date.

We will determine the additional premium for the endorsement for the Extended Reporting Period in accordance with our rates and rules. The additional premium will not exceed 200 percent of the annualized premium of this policy. The additional premium will be deemed fully earned at the inception of the Extended Reporting Period.

The endorsement for the Extended Reporting Period will set forth any special terms and conditions not inconsistent with this section, applicable to the Extended Reporting Period.

Conditions

Arbitration

We are entitled to exercise all of the **insured's** rights in the choice of arbitrators and in the conduct of any arbitration proceeding, except when the proceeding is between us and the **insured**.

Conditions

(continued)

Bankruptcy

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

Disclosures And Representations

We have issued this insurance:

- based upon any representations made to us by you; and
- in reliance upon any such representations.

Unintentional failure of an **employee** of the **insured** to disclose a hazard or other material information will not violate this condition, unless an **officer** (whether or not an **employee**) of any **insured** knows about such hazard or other material information.

Duties In The Event Of Wrongful Acts, Claims Or Suits

- A. You must see to it that we and any other insurers are notified as soon as practicable, but in no event later than the time frames set forth in the Coverage section of this contract, of any **wrongful act** or injury that may result in a claim, if the claim may involve us or such other insurers. To the extent possible, notice should include:
 1. how, when and where the **wrongful act** or injury happened;
 2. the names and addresses of any injured persons and witnesses; and
 3. the nature and location of any injury arising out of the **wrongful act**.

Notice of a **wrongful act** or injury is not notice of a claim.
- 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;
 2. notify us and other insurers as soon as practicable; and
 3. see to it that we receive written notice of the claim or **suit** as soon as practicable.
- C. You and any other involved **insured** must:
 1. immediately send us copies of any demands, notices, summonses or legal papers in connection with the claim or **suit**;
 2. authorize us to obtain records and other information;
 3. cooperate with us and other insurers in the:
 - a. investigation or settlement of the claim; or
 - b. defense against the **suit**; and
 4. assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the **insured** because of loss to which this insurance may also apply.
- D. No **insured** will, except at that **insured's** own cost, make any payment, assume any obligation or incur any expense without our consent.
- E. Any notice to us under this condition must be in writing and addressed to our Claim Department.

Conditions

(continued)

Duties To Report Circumstances

- A. If, before the end of the policy period, the person or organization first named in the Declarations (first named **insured**) becomes aware of a **circumstance** that would reasonably be expected to result in any payment under this insurance, then a claim for damages that correlates with such **circumstance** will be deemed to have been made against any **insured** and reported to us during the policy period, provided:
1. the first named **insured** sees to it that we receive written notice of such **circumstance** as soon as practicable and during the policy period; and
 2. such claim is actually both first made against any **insured** and reported to us in writing before the later of the end of:
 - a. the policy period of this insurance;
 - b. the policy period of a subsequent, continuous renewal or replacement of this insurance, that is issued to the first named **insured** by us or by an affiliate of ours; or
 - c. any extended reporting period provided or purchased under the insurance described in subparagraph A.2.a. or A.2.b. above.

Subject to the foregoing, notification must be in writing and addressed to our Claim Department in accordance with the provisions of the condition titled Duties In The Event Of Wrongful Acts, Claims Or Suits.

- B. Coverage hereunder:
1. applies only to claims for damages for injury to which this insurance applies, that are both first made against any **insured** and reported to us in writing during the applicable period described in subparagraph A.2. above.
 2. does not:
 - a. extend the policy period or increase the scope of coverage to which this insurance applies.
 - b. increase or reinstate the Limits Of Insurance.
 - c. apply to any damages, loss, cost or expense in connection with any claim covered under any **other insurance** (including any subsequent insurance you purchase), or that would be covered, but for exhaustion of the amount of insurance otherwise applicable to such claim.
- C. For the purposes of this condition, if a written notice of a **circumstance** is received and recorded by us not more than 60 days after the end of the policy period, then such notice will be deemed to have been received by us during the policy period.
-

Conditions

(continued)

First Named Insured – Special Provisions

In addition to the obligations of the person or organization first named in the Declarations (first named **insured**) as set forth in the Common Policy Conditions or any other provision of this policy, the following provisions apply.

- A. The first named **insured** is primarily responsible:
 1. to act on behalf of any person or organization (other than us) having rights or duties under this policy.
 2. for all communications between any such person or organization and us.
- B. Such communications include those in connection with:
 1. any application for this insurance.
 2. any addition to, deletion of or other change in the terms or condition of this insurance.
 3. the provisions of the Condition titled Duties In The Event of Wrongful Acts, Claims Or Suits or Duties To Report Circumstances or similar provisions of this contract.
 4. the Extended Reporting Period section of this contract.
- C. Our communications under this policy will be principally through the first named **insured**. The inclusion of any other **insured** or other interest under this insurance will not obligate us to provide any notice or other specific information to any such interest.
- D. We have no obligation to apportion or provide any claim, premium or other information separately among or to any specific **insured** or other interest under this insurance.

Legal Action Against Us

No person or organization has a right under this insurance to:

- join us as a party or otherwise bring us into a **suit** seeking damages from an **insured**; or
- sue us on this insurance unless all of the terms and conditions of this insurance 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** obtained after an actual:

- trial in a civil proceeding; or
- arbitration or other alternative dispute resolution proceeding;

but we will not be liable for damages that are not payable under the terms and conditions of this insurance or that are in excess of the applicable Limits Of Insurance.

Conditions

Other Insurance – Excess

If valid and collectible **other insurance** is available to any **insured** or other qualifying interest (under this insurance) for loss we would otherwise cover under this insurance, then our obligations are limited as follows:

- A. this insurance is excess over any **other insurance** (whether primary, excess, contingent or on any other basis), including any other insurer's antecedent, renewal or replacement of this insurance or any such **other insurance**, under which any **insured** or other qualifying interest (under this insurance) is included as an insured or other qualifying interest under the **other insurance**.
- B. we will have no duty to defend the **insured** against any **suit** if any insurer that provides **other insurance** has a duty to defend such **insured** against such **suit**. If no other insurer defends, then we will undertake to do so, but we will be entitled to the **insured's** rights against all those other insurers.
- C. we will pay only our share of the amount of loss, if any, that exceeds the sum of the total amounts:
 1. that all **other insurance** would pay for loss in the absence of this insurance, including under any available:
 - a. discovery period or extended reporting period; and
 - b. reinstatement of limits or supplemental or other limits; and
 2. of all deductible and self-insured amounts (including any amounts allocated to and required to be paid by the **insured**) in connection with all **other insurance**.

Separation Of Insureds

Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned in this insurance to the person or organization first named in the Declarations (first named **insured**), this insurance applies:

- as if each named **insured** were the only named **insured**; and
- separately to each **insured** against whom claim is made or **suit** is brought.

Transfer Or Waiver Of Rights Of Recovery Against Others

We will waive the right of recovery we would otherwise have had against another person or organization for loss, to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured's** rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring suit or transfer those rights to us and help us enforce them.

Conditions*(continued)***Your Right To Claim
Information**

We will provide the person or organization first named in the Declarations (first named **insured**) the following information relating to this and any preceding insurance we have issued to you during the previous three years:

- a list or other record of each **wrongful act**, not previously reported to any other insurer, of which we were notified in accordance with the Condition titled Duties In The Event Of Wrongful Acts, Claims Or Suits. We will include the date and brief description of the **wrongful act** if that information was in the notice we received.
- a summary by policy year, of payments made and amounts reserved, stated separately, under any applicable aggregate limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values. You must not disclose this information to any claimant or any claimant's representative without our consent.

We will provide this information only if we receive a written request from the first named **insured** within 60 days after the end of the policy period. Then, we will provide this information within 45 days of receipt of the request.

We compile claim information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first named **insured**, we make no representations or warranties to any **insured**, insurer or others to whom this information is furnished by or on behalf of any **insured**. Cancellation or nonrenewal will be effective even if we inadvertently provide inaccurate information.

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Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT, WORDS AND PHRASES THAT APPEAR IN BOLD PRINT HAVE THE SPECIAL MEANINGS DESCRIBED BELOW.

**Abuse Or Molestation
Injury**

Abuse or molestation injury means:

A. physical:

1. injury;
2. sickness; or
3. disease;

sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time (all such loss shall be deemed to occur at the time of the physical injury, sickness or disease that caused it); or

B. humiliation, mental anguish, mental injury or shock sustained by a person (that is an emotional or psychological injury, sickness or disease which is recognized as such in the official *Diagnostic And Statistical Manual Of Mental Disorders* of the American Psychiatric Association or supplements thereto);

that results from actual or threatened abuse or molestation.

Agreed Settlement

Agreed settlement means a settlement and release of liability signed by us, the **insured** and the claimant or the claimant's legal representative.

Asbestos

Asbestos means asbestos in any form, including its presence or use in any alloy, by-product, compound or other material or **waste**.

Auto

Auto:

- means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment.
- does not include **mobile equipment**.

Circumstance

Circumstance means facts as established by direct evidence that would reasonably be expected to result in any claim or **suit**.

**Claim Adjustment
Expenses**

Claim adjustment expenses:

A. means:

1. reasonable attorney and paralegal fees and expenses (including those of attorneys and paralegals that are our **employees**).
2. reasonable expenses relating to a **suit**, to which this insurance applies, including the cost of court reporters, depositions, expert witnesses, research reports and transcripts.

Definitions

Claim Adjustment Expenses (continued)

3. the cost of:
 - a. bail bonds; or
 - b. bonds required to:
 - i. appeal judgments; or
 - ii. release attachments;but only for:
 - bonds in connection with a **suit**, to which this insurance applies; and
 - bond amounts within the available Limits Of Insurance.We do not have to furnish these bonds.
 4. court costs taxed against the **insured** in a **suit**, to which this insurance applies.
 5. the reasonable cost and expense of any investigation that we undertake at our discretion after receiving notice from you or any other person or organization, regardless of whether such notice constitutes a claim or **suit**.
 6. other reasonable expenses that we allocate to a specific claim or **suit**.
- B. does not include:
1. any **claimant costs**;
 2.
 - a. any attorney fees or paralegal fees or expenses or litigation expenses; or
 - b. any other loss, cost or expense;in connection with any claim or **suit** for injunctive or other equitable relief brought against any **insured** or other qualifying interest under this insurance.
 3. any fine or other penalty.
 4. the salaries or expenses of our **employees** (other than those described in subparagraph A.1. above) or any salaries or expenses of any **insured's employees** or directors, managers, members, **officers**, partners or workers (whether or not any of the foregoing is an **employee**).

Claimant Costs

Claimant costs means attorney fees and litigation expenses incurred by a claimant relating to a **suit** to which this insurance applies.

Deemed Known

Deemed known means:

- with respect to a specific person, known by or that would have been known from the standpoint of a reasonable person in the circumstances of such person; or
- with respect to a specific organization, known by or that would have been known from the standpoint of a reasonable person in the circumstances of any of such organization's directors, managers (if a limited liability company), members (if a partnership, joint venture or limited liability company), **officers** or partners (whether or not any of the foregoing is an **employee**).

Definitions**Deemed Known
(continued)**

A **circumstance** or injury, claim or **suit** (whether or not any of the foregoing is a **circumstance**) will be **deemed known** at the earliest time when any such person described above:

- A. reports the **circumstance**, injury, claim or **suit**, in whole or in part, to us or any other insurer;
- B. receives a claim or **suit** in connection with the **circumstance** or injury; or
- C. becomes aware or would have been aware:
 - 1. that the **circumstance** or injury, in whole or in part, has happened or has begun; or
 - 2. of any actual, alleged or threatened injury, claim or **suit** in connection with the **circumstance**.

Employee**Employee:**

- includes a **leased worker**.
- does not include a **temporary worker**.

Insured

Insured means a person or an organization qualifying as an **insured** in the Who Is An Insured section of this contract.

**Intellectual Property Law
Or Right**

Intellectual property law or right means any:

- certification mark, copyright, patent or trademark (including collective or service marks);
- right to, or judicial or statutory law recognizing an interest in, any trade secret or confidential or proprietary non-personal information;
- other right to, or judicial or statutory law recognizing an interest in, any expression, idea, likeness, name, slogan, style of doing business, symbol, title, trade dress or other intellectual property; or
- other judicial or statutory law concerning piracy, unfair competition or similar practices.

Leased Worker**Leased worker:**

- means a person leased to a party by a labor leasing firm, in a contract or agreement between such party and the labor leasing firm, to perform duties related to the conduct of the party's business.
- does not include a **temporary worker**.

Loading Or Unloading**Loading or unloading:**

- A. means the handling of property:
 - 1. after it is moved from the place where it is accepted for movement into or onto an aircraft, **auto** or watercraft;

Definitions

Loading Or Unloading (continued)

2. while it is in or on an aircraft, **auto** or watercraft; or
 3. while it is being moved from an aircraft, **auto** or watercraft to the place where it is finally delivered.
- B. does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, **auto** or watercraft.

Mixed Dust

Mixed dust means any combination or mixture of **asbestos** or **silica** and any other dust, fibers or particles, in any form, including any presence or use in any alloy, by-product, compound or other material or **waste**.

Nuclear Material

Nuclear material means by-product material, source material or special nuclear material or any other solid, liquid or gaseous substance that emits radiation including its presence or use in any alloy, by-product, compound or other material or **waste**.

By-product material, source material and special nuclear material have the meanings given them in the United States of America Atomic Energy Act of 1954 or in any law amendatory thereof or in any similar applicable law in any jurisdiction.

Officer

Officer means a person holding any of the officer positions created by an organization's charter, constitution, by-laws or any similar governing document.

Other Insurance

Other insurance:

- A. means any insurance or bond affording coverage that this insurance would also afford.
- B. includes any:
 1. type of self-insurance or other mechanism arranged for funding of loss.
 2. discovery period or extended reporting period available under any insurance, bond or other mechanism described above.
 3. reinstatement of limits or supplemental or other limits available under any insurance, bond or other mechanism described above.
- C. does not include any insurance negotiated specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this insurance.

Pollutants

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and **waste**.

Silica

Silica means silica in any form (including silicates or similar silicon compounds), including its presence or use in any alloy, by-product, compound or other material or **waste**.

Definitions
(continued)**Suit****Suit:**

- means a civil proceeding in which damages, to which this insurance applies, are sought.
- includes an arbitration or other dispute resolution proceeding in which such damages are sought and to which the **insured** must submit or does submit with our consent.

Temporary Worker

Temporary worker means a person who is furnished to a party to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.

Waste

Waste includes material to be recycled, reconditioned or reclaimed.

Wrongful Act**Wrongful act:**

- means an error, unintentional omission or negligent act; and
- includes all related acts, errors or omissions and all series of continuous, repeated or related acts, errors or omissions.

Liability Insurance Section

Endorsements

Endorsement

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

This Endorsement applies to the following forms:

GENERAL LIABILITY
LIQUOR LIABILITY
NON-OWNED AND HIRED CAR LIABILITY

Under Conditions, the provision titled Premium Audit is deleted and replaced by the following.

Conditions**Premium Audit**

We will compute all premiums for this insurance in accordance with our rules and rates. We may audit your books and records as they relate to this insurance at any time during the term of this policy and up to three years afterwards.

All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

This Endorsement applies to the following forms:

ABUSE OR MOLESTATION CLAIMS-MADE AND REPORTED

Under Exclusions, the exclusion titled Aircraft, Autos, Watercraft Or Transportation Of Equipment is deleted.

Exclusions

*Aircraft, Autos,
Watercraft Or
Transportation Of
Equipment*

All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

This Endorsement applies to the following forms:

GENERAL LIABILITY
ABUSE OR MOLESTATION CLAIMS-MADE AND REPORTED

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverages under this contract.

**Exclusion
Endorsement****Information Laws,
Including Unauthorized
Or Unsolicited
Communications**

With respect to all coverages under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of any actual or alleged or threatened violation of:

- the United States of America CAN-SPAM Act of 2003 (or any law amendatory thereof) or any similar regulatory or statutory law in any other jurisdiction.
- the United States of America Telephone Consumer Protection Act (TCPA) of 1991 (or any law amendatory thereof) or any similar regulatory or statutory law in any other jurisdiction.
- the United States of America Fair Credit Reporting Act (FCRA) (or any law amendatory thereof including the Fair and Accurate Credit Transactions Act (FACTA)) or any similar regulatory or statutory law in any other jurisdiction.
- any other regulatory or statutory law in any jurisdiction that addresses, limits or prohibits the collecting, communicating, disposal, dissemination, distribution, monitoring, printing, publication, recording, sending or transmitting of content, information or material.

Liability Endorsement
(continued)

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in black ink, appearing to be "P. M. W.", written over a horizontal line.

Endorsement

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

This Endorsement applies to the following forms:

GENERAL LIABILITY

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverages under this contract.

**Exclusion
Endorsement****Intellectual Property
Laws Or Rights**

With respect to all coverages under this contract:

- A. this insurance does not apply to any damages, loss, cost or expense arising out of, giving rise to or in any way related to any actual, alleged or threatened:
1. assertion; or
 2. infringement or violation;
- by any person or organization (including any **insured**) of any **intellectual property law or right**.
- B. further, this insurance does not apply to the entirety of all allegations in any claim or **suit**, if such claim or **suit** includes an allegation of or a reference to an infringement or violation of any **intellectual property law or right**, even if this insurance would otherwise apply to any part of the allegations in the claim or **suit**.
- C. this exclusion applies unless the only infringement or violation of an **intellectual property law or right** is an offense described in the definition of **advertising injury** to which this insurance applies.

Liability Endorsement
(continued)

Definitions

The following definition is added to this policy and replaces any similar definition contained therein.

**Intellectual Property Law
Or Right**

Intellectual property law or right means any:

- certification mark, copyright, patent or trademark (including collective or service marks);
- right to, or judicial or statutory law recognizing an interest in, any trade secret or confidential or proprietary non-personal information;
- other right to, or judicial or statutory law recognizing an interest in, any expression, idea, likeness, name, slogan, style of doing business, symbol, title, trade dress or other intellectual property; or
- other judicial or statutory law concerning piracy, passing off or similar practices.

All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

This Endorsement applies to the following forms:

LIQUOR LIABILITY

Under Coverage, the provision titled Bodily Injury And Property Damage Liability Coverage is deleted and replaced by the following.

Coverage***Bodily Injury And
Property Damage
Liability Coverage***

Subject to all of the terms and conditions of this insurance, we will pay damages that the **insured** becomes legally obligated to pay by reason of liability imposed by law for **bodily injury** or **property damage** to which this coverage applies. Liability for such **bodily injury** or **property damage** must be imposed on the **insured** by reason of the furnishing, selling or serving of any alcoholic beverage.

For the purposes of this insurance, consumption of alcoholic beverages brought on your premises (whether or not a fee is charged or a license is required for such activity) will be deemed furnishing, selling or serving alcoholic beverages.

This coverage applies only to such **bodily injury** or **property damage** that occurs during the policy period.

Damages for **bodily injury** include damages claimed by a person or organization for care or loss of services resulting at any time from the **bodily injury**.

Coverage

Bodily Injury And Property Damage Liability Coverage (continued)

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Coverages, the following coverages are added.

Coverages**Product Withdrawal Expenses**

Subject to all the terms and conditions of this insurance, we will reimburse the **insured** for reasonable and necessary **product withdrawal expenses** paid or incurred by such **insured** solely because an **insured product** has a **defect**.

This insurance applies only if:

- such **defect** is first reported to us by an **insured** in writing during the policy period;
- such expenses are directly related to such **defect**; and
- coverage for the **insured product** is included in the **products-completed operations hazard**.

All reports in connection with the same **defect** will be deemed to have been made at the time the first of those reports is made to us by any **insured** in writing.

We have no duty to investigate, defend or settle any claim, **suit** or other demand of any nature against any **insured** or any other person or organization.

Our obligations hereunder end when we have used up the applicable Limit of Insurance.

We have no other obligation or liability to reimburse sums or perform acts or services under this coverage.

Coverages

(continued)

Crisis Assistance Expenses

Subject to all the terms and conditions of this insurance, we will pay reasonable and necessary **crisis assistance expenses** incurred by the **insured** arising out of a **crisis event** that first commences during the policy period, provided that:

- such **crisis event** is first reported to us by the **insured** in writing during the policy period; and
- such **crisis assistance expenses** are directly related to the **crisis event**.

A **crisis event** will be deemed to first commence when a **key executive** first becomes aware of such **crisis event**.

A **crisis event** will be deemed to end at the earliest of the following times:

- one hundred and eighty (180) days after the notice of such **crisis event** was given to us; or
- when the Crisis Assistance Aggregate Limit shown in the Schedule has been used up.

All reports in connection with the same **crisis event** will be deemed to have been made at the time the first of those reports is made to us by any **insured** in writing.

Any payment of **crisis assistance expenses** that we make will not be an acknowledgement of coverage under this insurance.

We have no duty to investigate, defend or settle any claim, **suit** or other demand of any nature against any **insured** or any other person or organization.

Our obligations hereunder end when we have used up the applicable Limit of Insurance.

We have no other obligation or liability to pay expenses or perform acts or services under this coverage.

Under Limits of Insurance, the following provisions are added.

Limits Of Insurance

Product Withdrawal Expenses Aggregate Limit

The Product Withdrawal Expenses Aggregate Limit shown in the Schedule below is the most we will reimburse for all **product withdrawal expenses** arising out of all **defects**.

Any such sum we reimburse will reduce the amount of the Product Withdrawal Expenses Aggregate Limit. The remaining amount of any such limit is the most that will be available for any other payment.

Crisis Assistance Expenses Aggregate Limit

The Crisis Assistance Expenses Aggregate Limit shown in the Schedule below is the most we will pay for the sum of all **crisis assistance expenses**.

Any such sum we pay will reduce the amount of the Crisis Assistance Expenses Aggregate Limit. The remaining amount of any such limit is the most that will be available for any other payment.

Endorsement

Effective Date APRIL 14, 2025

Policy Number 3598-70-74 ECE

With respect to the coverage titled Product Withdrawal Expenses, the following exclusions are added.

Exclusions**Banned Materials**

This insurance does not apply to any **product withdrawal expenses** in connection with goods or products that have been distributed after any governmental organization has banned such goods or products (or any container, ingredient or part thereof) or declared them unsafe.

Deterioration

This insurance does not apply to any **product withdrawal expenses** in connection with:

- expiration of normal shelf life;
- normal perishability; or
- normal deterioration or decomposition;

of goods or products.

Kindred Goods Or Products

This insurance does not apply to any **product withdrawal expenses** in connection with goods or products from any lot or batch for which it can be readily determined that none of such goods or products from that lot or batch have a **defect**, even if such **insured product** from another lot or batch of kindred goods or products have been determined to have **defects**.

Known Defects

This insurance does not apply to any **product withdrawal expenses** in connection with any **insured product** which has a **defect** if such **defect** was known, or should have been known, by any **insured** prior to the:

- effective date of this insurance; or
- delivery of such **insured product** by any **insured** or any person or organization acting on any **insured's** behalf.

Prior Goods Or Products Of Acquired Or Formed Organizations

This insurance does not apply to any **product withdrawal expenses** in connection with any goods or products manufactured, sold, handled or distributed by an organization any **insured** acquires or forms at any time, if such goods or products were manufactured, sold, handled or distributed before such **insured** acquired or formed such organization.

Waste Sites

This insurance does not apply to any **product withdrawal expenses** in connection with goods or products located at any premises, site or location which is or was at any time used for the handling, storage, disposal, processing or treatment of waste.

Exclusions

(continued)

Willful Violation Of Law

This insurance does not apply to any **product withdrawal expenses** in connection with any willful violation of any statute, regulation, ordinance or other law, or any governmental directive or order.

With respect to the coverages titled Product Withdrawal Expenses and Crisis Assistance Expenses, the following conditions are added.

Conditions

Abandonment

There can be no abandonment of property to us unless we specifically agree to such abandonment in writing.

Duties In The Event Of A Crisis Event

You must see to it that within forty-eight (48) hours of a **crisis event** that would be expected by the **insured**, or from the standpoint of a reasonable person in the circumstances of the **insured**, to result in damages to which this insurance would apply that we are notified of such event.

To the extent possible, notice should include:

- how, when and where the **crisis event** took place;
- the names and addresses of any injured persons and witnesses;
- the nature and location of any injury or damage arising out of the **crisis event**; and
- the reason why the **crisis event** is likely to involve injury or damage to which this insurance applies.

Any limitation in any condition with respect to voluntary payments does not apply to the coverage titled Crisis Assistance Expenses, unless such payment is one that requires our consent as specified in the definition titled **crisis assistance expenses**.

Duties In The Event Of A Defect

- A. The **insured** must give us immediate written notice upon discovery, or upon notification by a governmental organization, that an **insured product** has a **defect** which makes it necessary to regain control over any **covered products**.
- B. All **insureds** must immediately make every reasonable effort to stop any release, shipment, consignment or other distribution of any:
 - 1. **covered products** which are known or suspected to have a **defect**; and
 - 2. kindred goods or products until it is determined that those goods or products do not have **defects**.
- C. As often as we reasonably require, any **insured** must:
 - 1. permit us to inspect and make copies of records which support all **product withdrawal expenses** claimed;
 - 2. cooperate with us in the investigation or settlement of any claim; and
 - 3. permit us to examine any person under oath, outside the presence of any other person and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including any **insured's** books and records. In the event of an examination, answers of the person we examine must be signed.

Endorsement

Effective Date APRIL 14, 2025

Policy Number 3598-70-74 ECE

Conditions**Duties In The Event Of A Defect**
(continued)

- D. Within ninety (90) days after any **insured's** report of a **defect** to us, such **insured** must see to it that we are sent a sworn written statement containing the following information:
1. copy of any written notification from a governmental organization directing that control be regained over **covered products**;
 2. documentation that supports your decision to regain control over any goods or **covered products**;
 3. a complete description and proof of the **defect**, including its cause;
 4. a listing that identifies the applicable **covered products**, including batch or lot numbers, serial numbers and dates of manufacture; and
 5. an itemized estimate of the **product withdrawal expenses**.

Loss Determination

In making any loss determination under this insurance we will utilize relevant sources of information, including:

- financial records and accounting procedures; and
- bills, invoices and other vouchers.

The amount of loss will be determined based on:

- **product withdrawal expenses** which exceed normal operating expenses; and
- other necessary expenses which reduce **product withdrawal expenses** that otherwise would have been incurred.

We will deduct from the total of such expenses the salvage value that remains of any property bought for temporary use in connection with regaining control over **covered products**.

Loss Payment

We will reimburse the insured for covered **product withdrawal expenses** within thirty (30) days after we receive the sworn written statement, as described under the condition titled Duties In The Event Of Discovery Of A Defect, if all **insureds** have complied with all of the terms of this insurance, and we have reached an agreement on the amount of loss.

No Benefit To Others

This insurance is for the benefit of **insureds**. No other person or organization may benefit directly from it.

Conditions

(continued)

Other Insurance

If any **insured** has **other insurance** covering loss which is also covered by this insurance, we will only reimburse the **insured**, or will pay for the amount of loss, to which this insurance applies, in excess of the amount due from that **other insurance**, whether collectible or not.

This provision does not apply to insurance negotiated specifically to apply in excess of this insurance.

Reduction Of Expenses

All **insureds** must take all reasonable steps to minimize **product withdrawal expenses** and **crisis assistance expenses**.

With respect to the coverage titled Product Withdrawal Expenses, under Definitions the following definitions are added.

Definitions

Covered Products

Covered product means any:

- **insured product**; or
- goods or products which incorporate an **insured product** as a container, part or ingredient and from which the **insured product** cannot practically be removed;

which are in the possession of a person or organization, other than an **insured**, at the time the **insured** discovers a **defect** to which this insurance applies.

Defect

Defect means an actual harmful condition which:

- is not intended by any **insured**;
- a reasonable person in the circumstances of the **insured** would not expect;
- arises out of the conduct of any **insured**, or person or organization acting on behalf of any **insured**; and
- causes, or presents a substantial likelihood of causing, **injury**.

Defect does not include any actual, alleged or threatened condition arising out of malicious:

- alteration; or
- contamination;

of goods or products.

Injury

Injury means:

- A. serious physical:
 - 1. injury;
 - 2. sickness; or

Endorsement

Effective Date APRIL 14, 2025

Policy Number 3598-70-74 ECE

Definitions**Injury**
(continued)

3. disease;
sustained by a person; or
- B. substantial physical injury to tangible property.
- Injury** does not include physical injury to any:
- **insured product**; or
 - property owned by any **insured**.

Insured Product**Insured product** means:

- A. goods or products (other than real property) manufactured, sold, handled or distributed by:
1. any **insured**; or
 2. others trading under any **insured**'s name; and
- B. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

Other Insurance

Other insurance means a policy of insurance or any type of self-insurance or other mechanism by which an **insured** arranges for funding of loss.

Product Withdrawal Expenses

Product withdrawal expenses means that part of the following expenses which are devoted exclusively to regaining control over **covered products**:

- broadcast, electronic, printed, telecast and telephonic announcements, communications and notices;
 - transportation and storage of **covered products** or replacements thereof; or
 - destruction and disposal of **covered products**,
- including, but solely in connection with the foregoing:
- overtime remuneration, transportation and accommodation of the **insured**'s regular **employees**; and
 - procurement, remuneration, transportation and accommodation of persons other than the **insured**'s regular **employees**.

Definitions

Product Withdrawal Expenses (continued)

Product withdrawal expenses does not include any:

- cost or expense to correct any **defect**;
- cost or expense of inspecting, adjusting or repairing any **covered product** or any other property;
- cost or expense of removing any **insured product** from any **covered products** or from any other property;
- cost of the product, replacements thereof or of any other property;
- refund to any person or organization, including any cost or expense in connection with such refund; or
- cost or expense in connection with the realization, maintenance or recovery of market share, goodwill, reputation, revenue or profit.

With respect to the coverage titled Crisis Assistance Expenses, under Definitions the following definitions are added.

Definitions

Crisis Assistance Expenses

Crisis assistance expenses means the following expenses incurred by the **insured** during a **crisis event** to which this insurance applies which are directly attributable to a **crisis event**:

- expenses to secure the scene of a **crisis event**;
- fees charged by a **crisis assistance service provider** for professional service or advice;
- funeral or related service expenses;
- psychological or grief counseling expenses;
- temporary living expenses;
- travel expenses; and
- any other expenses approved by us.

Crisis Assistance Service Provider

Crisis assistance service provider means any crisis management firm or service provider with crisis management capabilities that is hired by you, provided such firm or service provider is not you or any of your **employees** or directors, managers, **officers**, partners or workers (whether or not any of the foregoing is an **employee**).

We do not provide or make any representations or warranties in connection with the services provided by firms hired by you.

Crisis Event

Crisis event means an event that you reasonably believe has resulted, or may result in:

- damages to which this insurance applies; and
 - significant adverse regional or national media coverage.
-

Endorsement

Effective Date APRIL 14, 2025

Policy Number 3598-70-74 ECE

Definitions

(continued)

Key Executive

Key executive means your:

- Chief Executive Officer, Chief Operating Officer, Chief Financial Officer or such officer's equivalents;
- president;
- general counsel;
- director or manager (if you are a limited liability company);
- member (if you are a partnership, joint venture or limited liability company); or
- partner (if you are a partnership).

Schedule

Limits Of Insurance:

Product Withdrawal Expenses Aggregate Limit: \$50,000

Crisis Assistance Expenses Aggregate Limit: \$50,000

All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

This Endorsement applies to the following forms:

NON-OWNED AND HIRED CAR LIABILITY

**Investigation, Defense
And Payment Of
Damages**

Under Investigation, Defense And Payment Of Damages, the following provision is added:

With respect to any claim for damages arising out of your California operations:

- A. If a conflict of interest arises which creates a duty on our part to provide the **insured** independent counsel, we will provide such counsel unless, at the time we inform the **insured** of the possible conflict, the **insured** expressly waives, in writing, the right of such counsel.
- B. When the **insured** has selected independent counsel:
 1. we require that the selected counsel have at least five years of tort litigation practice which includes substantial defense experience in the subject at issue in the litigation, and they must carry errors and omissions coverage.
 2. it shall be the duty of such counsel and the **insured** to disclose to us all information concerning the action, except privileged materials relevant to coverage disputes, and to inform and consult with us in all matters relating to the action. Any claim of privilege asserted is subject to in camera review in the appropriate law and motion department of the Superior Court. Any information disclosed by the **insured** or by such counsel is not a waiver of the privilege as to any other party; and
 3. both the counsel provided by us and the counsel the **insured** has selected shall be allowed to participate in all aspects of the litigation. Counsel shall cooperate fully in the exchange of information consistent with each counsel's ethical and legal obligation to the **insured**. Nothing in this section shall relieve the insured of their duty to cooperate with us under the terms of this insurance policy.

Liability Endorsement
(continued)

- C. Our obligation to pay fees to counsel selected by the **insured** is limited to the rates which we actually pay to counsel we retain in the ordinary course of business in the defense of similar actions in the community where the claim is being defended. Any dispute concerning counsel fees shall be resolved by final and binding arbitration by a single neutral arbitrator selected by the parties to the dispute.
- D. No conflict of interest shall be deemed to exist as to the allegations of punitive damages or be deemed to exist solely because an **insured** is sued for an amount in excess of the insurance policy limits.
- E. You are required to see to it that records pertinent to counsel fees are maintained. These records will be used to determine the allocation of any counsel fees for which you may be solely responsible, including for the investigation, defense or settlement of an allegation not covered by this insurance.

All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

This Endorsement applies to the following forms:

GENERAL LIABILITY
LIQUOR LIABILITY

Under Investigation, Defense And Settlements, the following provision is added:

**Investigation, Defense
And Settlements**

With respect to any claim for damages arising out of your California operations:

- A. If a conflict of interest arises which creates a duty on our part to provide the **insured** independent counsel, we will provide such counsel unless, at the time we inform the **insured** of the possible conflict, the **insured** expressly waives, in writing, the right of such counsel.
- B. When the **insured** has selected independent counsel:
 - 1. we require that the selected counsel have at least five years of tort litigation practice which includes substantial defense experience in the subject at issue in the litigation, and they must carry errors and omissions coverage.
 - 2. it shall be the duty of such counsel and the **insured** to disclose to us all information concerning the action, except privileged materials relevant to coverage disputes, and to inform and consult with us in all matters relating to the action. Any claim of privilege asserted is subject to in camera review in the appropriate law and motion department of the Superior Court. Any information disclosed by the **insured** or by such counsel is not a waiver of the privilege as to any other party; and

Liability Endorsement
(continued)

3. both the counsel provided by us and the counsel the **insured** has selected shall be allowed to participate in all aspects of the litigation. Counsel shall cooperate fully in the exchange of information consistent with each counsel's ethical and legal obligation to the **insured**. Nothing in this section shall relieve the insured of their duty to cooperate with us under the terms of this insurance policy.
- C. Our obligation to pay fees to counsel selected by the **insured** is limited to the rates which we actually pay to counsel we retain in the ordinary course of business in the defense of similar actions in the community where the claim is being defended. Any dispute concerning counsel fees shall be resolved by final and binding arbitration by a single neutral arbitrator selected by the parties to the dispute.
- D. No conflict of interest shall be deemed to exist as to the allegations of punitive damages or be deemed to exist solely because an **insured** is sued for an amount in excess of the insurance policy limits.
- E. You are required to see to it that records pertinent to counsel fees are maintained. These records will be used to determine the allocation of any counsel fees for which you may be solely responsible, including for the investigation, defense or settlement of an allegation not covered by this insurance.

All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

This Endorsement applies to the following forms:

GENERAL LIABILITY
LIQUOR LIABILITY

With respect to the Coverages described in the Schedule, the following provision is added to this policy and replaces any similar provision contained therein. The use of the words damages, loss, cost or expense in any provision does not expand any coverages under this contract.

Coverages**Coverage Territory,
Scheduled**

Subject to all of the terms and conditions of this insurance, with respect to the Coverages as described in the Schedule, such Coverages apply only if an **event trigger** happens in the Applicable Coverage Territory as described in the Schedule.

As used herein the following words and phrases have special meanings described below.

Definitions**Event Trigger**

Event trigger refers to the:

- injury, damage or other loss; or
- accident, act, occurrence , offense or other cause of loss;

that must happen for coverage to apply as described under the applicable Coverage.

Schedule

Coverage:

Liability Endorsement*(continued)*

ALL COVERAGES CONTAINED IN THE LIABILITY CONTRACTS SHOWN IN THE LIABILITY INSURANCE SCHEDULE OF FORMS IN EFFECT AT THE TIME OF LOSS. HOWEVER, THE PROVISIONS OF THIS LIABILITY GLOBAL EXTENSION DO NOT APPLY TO ANY COVERAGE CONTAINED IN THE STOP GAP CONTRACT OR THE INTEGRATED LIABILITY AND INDEMNITY INSURANCE CONTRACT IF SUCH CONTRACTS ARE SHOWN IN SUCH SCHEDULE.

Applicable Coverage Territory:

Coverage Territory means, and therefore this insurance applies,

ANYWHERE

All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

This Endorsement applies to the following forms:

LIQUOR LIABILITY
NON-OWNED AND HIRED CAR LIABILITY

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverage(s) under this contract.

**Exclusion
Endorsement****Asbestos**

With respect to all coverage(s) under this contract:

- A. this insurance does not apply to any damages, loss, cost or expense arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **asbestos**.
- B. this insurance does not apply to any damages, loss, cost or expense arising out of any:
 - 1. request, demand, order or regulatory or statutory requirement that any **insured** or others test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **asbestos**; or
 - 2. claim or proceeding by or on behalf of a governmental authority or others for damages, loss, cost or expense because of testing for, monitoring, cleaning-up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects **asbestos**.

Liability Endorsement
(continued)

Definitions

The following definition is added to this policy and replaces any similar definition contained therein.

Asbestos

Asbestos means asbestos in any form, including its presence or use in any alloy, by-product, compound or other material or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

This Endorsement applies to the following forms:

ABUSE OR MOLESTATION CLAIMS-MADE AND REPORTED
LIQUOR LIABILITY
NON-OWNED AND HIRED CAR LIABILITY
GENERAL LIABILITY
INTERNATIONAL AUTOMOBILE LIABILITY

The following exclusion is added to this policy. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverages under this contract.

**Exclusion
Endorsement****War**

With respect to all coverages under this contract, this insurance does not apply to any damages, loss, cost or expense arising directly or indirectly, out of:

- war, including undeclared or civil war;
- 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
- insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of the foregoing.

Liability Insurance
(continued)

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in black ink, appearing to be "P. M. S.", written over a horizontal line.

Endorsement

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

This Endorsement applies to the following forms:

LIQUOR LIABILITY
NON-OWNED AND HIRED CAR LIABILITY
ABUSE OR MOLESTATION CLAIMS-MADE AND REPORTED
GENERAL LIABILITY

A new section titled Terrorism Provisions is added to the end of this contract.

Terrorism Provisions**Cap On Certified
Terrorism Losses**

If:

- aggregate insured losses attributable to one or more **certified acts of terrorism** under the **terrorism law** exceed \$100 billion in a calendar year; and
- we have met our insurer deductible under the **terrorism law**,

we will 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.

A new section titled Terrorism Definitions is added.

Terrorism Definitions**Certified Act Of Terrorism**

Certified act of terrorism means any act that is certified by the Secretary of the Treasury of the United States to be an act:

- A. of terrorism, a violent act or an act that is dangerous to human life, property or infrastructure;
and

Liability Insurance
(continued)

- B. that results in damage:
1. within the **United States**; or
 2. outside of the **United States** in the case of:
 - a. an air carrier or vessel as described in the **terrorism law**; or
 - b. the premises of a mission of the United States of America,which was committed by an individual or individuals as part of an effort to:
 - coerce the civilian population; or
 - influence the policy or affect the conduct of the Government,of the **United States**.

Certified act of terrorism does not include an act that:

- is committed as part of the course of a war declared by the Congress of the **United States**; or
- does not result in property and casualty insurance losses that exceed \$5 million in the aggregate and are attributable to all types of insurance subject to the **terrorism law**.

State

State means any state of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, each of the United States Virgin Islands, and any territory or possession of the United States of America.

Terrorism Law

Terrorism law means the Terrorism Risk Insurance Act of 2002 as amended.

United States

United States means:

- a **state**; and
- the territorial sea and the continental shelf of the United States of America, as described in the **terrorism law**.

All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

This Endorsement applies to the following forms:

GENERAL LIABILITY
ABUSE OR MOLESTATION CLAIMS-MADE AND REPORTED
NON-OWNED AND HIRED CAR LIABILITY

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverages under this contract.

**Exclusion
Endorsement****Alcoholic Beverage
Liability, Total**

With respect to all coverages under this contract, this insurance does not apply to any damages, loss, cost or expense:

- A. arising out of any causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were brought on your premises.
- B. arising out of any furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol.
- C. for which any person or organization may be held liable by reason of any ordinance, regulation or statute relating to the distribution, gift, sale or use of alcoholic beverages.
- D. arising out of any providing or failing to provide transportation with respect to any person that may be under the influence of alcohol in connection with any circumstances described in subparagraphs A., B. or C. above.

Liability Endorsement
(continued)

This exclusion applies whether or not:

- any charge is made for furnishing or serving alcoholic beverages.
- the purpose of furnishing or serving alcoholic beverages is for financial gain or livelihood.
- any license is required for furnishing or serving alcoholic beverages.

All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

This Endorsement applies to the following forms:

NON-OWNED AND HIRED CAR LIABILITY
ABUSE OR MOLESTATION CLAIMS-MADE AND REPORTED

The following section, titled Deductibles, is added to the forms described above and replaces any applicable deductible provisions contained therein.

Deductibles***Basis And Amounts Of
Deductibles***

As used in this endorsement, words and phrases that appear in "quotation marks" have special meanings as described in the Deductible Definitions provision of this endorsement.

The provisions of this Deductible section apply to the Coverages as indicated in the Declarations and this endorsement. Each Deductible applies separately from and in addition to any other Deductible.

If the applicable Deductible is indicated to apply on the basis of:

- Each Claim, then the amount of the Deductible applies separately to the sum of amounts described in the provision titled Deductible Obligations, in connection with loss allocable to each separate person and organization that arises out of each separate "event."
- Each "Event," then the amount of the Deductible applies separately to the sum of amounts described in the provision titled Deductible Obligations, in connection with loss that arises out of each separate "event."

Deductible amounts:

- A. starting with the beginning of the policy period shown in the Declarations, apply separately to each consecutive annual period and to any remaining period and to any extension period.

Liability Endorsement
(continued)

- B. will not be less than the amounts as indicated in the Declarations and this endorsement, regardless of whether this insurance (or this endorsement) is:
1. issued for a policy period of less than twelve (12) months; or
 2. terminated before the end of the policy period shown in the Declarations for any reason.

**Deductible Obligations
(Excess And
Reimbursement)**

This insurance applies to amounts in excess of Deductibles, and ultimately you are obligated for amounts within Deductibles, regardless of whether we pay or incur amounts within Deductibles.

Deductibles apply to the amounts first paid or incurred for "damages/loss" and "deductible expenses" (to which this insurance would apply but for the Deductible) as such amounts are first paid or incurred.

If we pay or incur any "damages/loss" or "deductible expenses" within any Deductible, then you must promptly reimburse us for all such "damages/loss" and "deductible expenses." Regardless of whether we pay any "damages/loss," you must promptly reimburse us for all "deductible expenses" within any Deductible.

There is no aggregate limit applicable to your Deductible Obligations, and you must promptly pay or reimburse all amounts described in this provision regardless of the number of losses.

The first named insured shown in the Declarations agrees, and is authorized, to promptly reimburse us for any and all reimbursable amounts (relative to this insurance or any other insurance issued by us or an affiliate of ours including any antecedent insurance). Each named insured is jointly and severally liable for any and all such amounts.

Failure to promptly reimburse us (relative to this insurance or any other insurance issued by us or an affiliate of ours including any antecedent insurance) shall be deemed an event of nonpayment of premium.

**Investigation, Defense,
Settlements And Rights
Of Recovery**

Regardless of the application of any Deductible:

- A. the terms and conditions of this insurance continue to apply, including those with respect to:
1. our rights to investigate any claim or "event" and to make any settlements; and
 2. the insured's duties in the event of any claim, "event" or suit.
- B. we may, at our discretion, initiate or participate in an appeal of a judgment, if such judgment may result in a payment under this insurance.
- C. our rights of recovery against others continue to apply. Any amount recovered will be apportioned as follows:
1. first, we shall receive all amounts recovered until we have been fully reimbursed for all amounts we have paid or incurred (including costs or expenses of such recovery proceedings) in connection with amounts that exceed any Deductible.

Endorsement

Effective Date APRIL 14, 2025

Policy Number 3598-70-74 ECE

-
2. then, remaining amounts recovered will be applied to reimburse you and us, in accordance with the respective interests in connection with amounts within any Deductible (including costs or expenses of such recovery proceedings).
-

The following provision is added to Limits Of Insurance.

Limits Of Insurance***Each Claim Or "Event"***

If the applicable Limit of Insurance applies on an each claim or each "event" basis, then such limit (other than an aggregate limit) will be reduced by "damages/loss" paid or incurred within the Deductible.

If expenses are described as reducing the Limits Of Insurance of the applicable Coverage, then such expenses within the Deductible will reduce such Limits Of Insurance.

The Limits Of Insurance will not be increased or reinstated regardless of the applicability of any Deductible or any amount that you must pay or reimburse in connection with any Deductible.

As used in this endorsement, the following words and phrases have special meanings as described below.

Deductible Definitions***"Damages/Loss"***

"Damages/loss" refers to damages or other indemnity as described under the applicable Coverage, other than "deductible expenses." Deductibles applying to bodily injury include damages and any medical expenses.

Liability Endorsement
(continued)

"Deductible Expenses"

"Deductible expenses" refers to the following expenses as described under the applicable insurance:

- A. attorney and paralegal fees and salaries (including those of attorneys and paralegals who are our employees).
- B. expenses relating to a suit, including the cost of expert witnesses, transcripts, court reporters, research reports and depositions.
- C. the cost of:
 - 1. bail bonds; or
 - 2. bonds required to:
 - a. appeal judgments (in connection with the initiation and continuation of an appeal agreed to by us); or
 - b. release attachments.
- D. costs taxed against the insured in a suit.
- E. the cost and expense of any investigation that we undertake.
- F. other reasonable expenses that we allocate to a specific claim or "event."

"Event"

"Event" refers to an occurrence, offense, wrongful act or other cause of loss as described under the applicable Coverage.

All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

Policy Period APRIL 14, 2025 TO APRIL 14, 2026
Effective Date APRIL 14, 2025
Policy Number 3598-70-74 ECE
Insured CAL SAILING CLUB

Name of Company FEDERAL INSURANCE COMPANY
Date Issued MARCH 3, 2025

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Medical Expenses Exclusions, the exclusion titled Athletic Activities is deleted.

Exclusions

*Medical Expenses
Exclusions, Athletic
Activities Deleted*

All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

Policy Period APRIL 14, 2025 TO APRIL 14, 2026
Effective Date APRIL 14, 2025
Policy Number 3598-70-74 ECE
Insured CAL SAILING CLUB

Name of Company FEDERAL INSURANCE COMPANY
Date Issued MARCH 3, 2025

This Endorsement applies to the following forms:

GENERAL LIABILITY
LIQUOR LIABILITY

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverages under this contract.

**Exclusion
Endorsement****Abuse Or Molestation -
Actual, Alleged Or
Threatened**

With respect to all coverages under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of any:

- A. actual, alleged or threatened abuse or molestation by anyone of any person; or
- B. 1. employment, investigation, retention or supervision; or
 2. reporting to or failure to report to the proper authorities;

of any person for whom any **insured** is or ever was legally responsible and whose conduct would be excluded by subparagraph A. above.

All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Policy Exclusions, the exclusion titled Pollution is deleted and replaced by the following. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverages under this contract.

Policy Exclusions**Pollution**

With respect to all coverages under this contract:

- A. this insurance does not apply to any damages, loss, cost or expense arising out of any actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
1. at or from any premises, site or location which is or was at any time owned or occupied by, or loaned or rented to, any **insured**;
 2. at or from any premises, site or location which is or was at any time used by or for any **insured** or others for the handling, storage, disposal, processing or treatment of **waste**;
 3. which are or were at any time transported, handled, stored, disposed of, processed or treated as **waste** by or for any:
 - a. **insured**; or
 - b. person or organization for whom any **insured** may be legally responsible; or

Policy Exclusions

Pollution (continued)

4. at or from any premises, site or location on which any **insured** or any contractor or subcontractor working directly or indirectly on any **insured's** behalf is performing operations, if the:
 - a. **pollutants** are brought on or to the premises, site or location in connection with such operations by such **insured**, contractor or subcontractor; or
 - b. operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**.
- B. subparagraph A.4.a. above does not apply to **bodily injury** or **property damage** caused by the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of **mobile equipment** or its parts, if such operating fluids escape directly from that particular part of such **mobile equipment** designed by its manufacturer to hold, store or receive them. But, this exception does not apply if such **bodily injury** or **property damage** arises out of any discharge, dispersal, seepage, migration, release or escape of **pollutants**, that:
 1. was intended by the **insured**;
 2. would have been expected from the standpoint of a reasonable person in the circumstances of the **insured**;
 3. was a necessary part of operations performed by any **insured**, contractor or subcontractor; or
 4. occurred during the process of fueling the **mobile equipment** or changing or replenishing any operating fluid.
- C. subparagraph A.4.a. above does not apply to **bodily injury** or **property damage** if sustained within a building and caused by the release of gaseous irritants or contaminants from materials brought into that building, in connection with the operations being performed by you or on your behalf by the contractor or subcontractor.
- D. subparagraph A.1. above does not apply to:
 1. **bodily injury** if sustained within a building and caused by the escape of gaseous irritants or contaminants from equipment used to heat, cool or dehumidify such building or heat water for personal use by the building's occupants or guests.
 2. **bodily injury** or **property damage** for which you may be held liable, if
 - a. you are a contractor;
 - b. the owner or lessee of such premises, site or location qualifies as an **insured** under the Who Is An Insured section of this policy with respect to your ongoing operations performed for such **insured** at the premises, site or location; and
 - c. such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any **insured** other than such owner or lessee.
- E. subparagraphs A.1. and A.4.a. above do not apply to **bodily injury** or **property damage** caused by heat, smoke or fumes from a **hostile fire**.
- F. this insurance does not apply to any damages, loss, cost or expense arising out of any actual, alleged or threatened:
 1. demand, order, request or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or

Endorsement

Effective Date APRIL 14, 2025

Policy Number 3598-70-74 ECE

Policy Exclusions**Pollution**
(continued)

2. claim or proceeding by or on behalf of a governmental authority or others for any damages, loss, cost or expense because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **pollutants**.
- G. paragraph F. above does not apply to the liability for damages, for **property damage**, that the **insured** would have in the absence of such demand, order, request or regulatory or statutory requirement, or such claim or proceeding by or on behalf of a governmental authority.
- H. this exclusion does not apply to the liability for damages, for **property damage**, to a premises while rented to you or temporarily occupied by you with the permission of the owner and caused by a **hostile fire**, explosion, smoke or leakage from fire protective equipment.
- I. this exclusion applies regardless of whether or not the pollution was accidental, expected, gradual, intended, preventable or sudden.

As used in this endorsement, the following words or phrases have the special meanings described below.

Definitions**Waste**

Waste includes materials to be recycled, reconditioned or reclaimed.

All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

This Endorsement applies to the following forms:

GENERAL LIABILITY

**Exclusion
Endorsement****Loss Of Use Of
Electronic Data**

Under Exclusions, the following exclusion is added. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverages under this contract.

With respect to all coverages under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of any:

- corruption of;
- inability to access;
- inability to manipulate;
- loss of; or
- other injury or damage to or loss of use of;

any software, data or other information that is in electronic form.

This exclusion does not apply to:

- **bodily injury**; or
- physical injury to tangible property, including resulting loss of use of that property.

Liability Endorsement
(continued)

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in black ink, appearing to be "P. M. S.", written over a horizontal line.

Endorsement

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

This Endorsement applies to the following forms:

GENERAL LIABILITY

The following exclusion is added to this policy. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverages under this contract.

**Exclusion
Endorsement****Access To Or Disclosure
Of Confidential Or
Personal Information -
Advertising Injury Or
Personal Injury**

This insurance does not apply to any **advertising injury** or **personal injury** arising out of any access to or disclosure of any person's or organization's confidential or personal information, including any patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

This Endorsement applies to the following forms:

GENERAL LIABILITY
LIQUOR LIABILITY
ABUSE OR MOLESTATION CLAIMS-MADE AND REPORTED

The following exclusion is added to this policy and replaces any similar exclusion contained therein. The use of the words damages, loss, cost or expense in any exclusion does not expand any coverages under this contract.

**Exclusion
Endorsement**

*Scheduled Activity,
Contract, Event,
Premises, Product,
Service Or Work*

With respect to all coverages under this contract, this insurance does not apply to any damages, loss, cost or expense arising out of, giving rise to or in any way related to any:

- activity;
- contract or project;
- event;
- good or product;
- location, premises or site;
- operation or work;
- service; or
- other subject;

described in the Schedule as the Subject;

regardless of whether this insurance would otherwise apply to all or part of any such damages, loss, cost or expense in the absence of any connection with any such Subject.

Liability Endorsement
(continued)

Schedule

Subject:

WATERCRAFT MAINTENANCE, SERVICING, OR FUELING ACTIVITIES

All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

Policy Period APRIL 14, 2025 TO APRIL 14, 2026
Effective Date APRIL 14, 2025
Policy Number 3598-70-74 ECE
Insured CAL SAILING CLUB

Name of Company FEDERAL INSURANCE COMPANY
Date Issued MARCH 3, 2025

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added:

Who Is An Insured**Club Members**

Each of your club members is an **insured**; but they are **insureds** only with respect to their liability for your activities or activities they perform on your behalf.

All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, Subsidiary Or Newly Acquired Or Formed Organizations is deleted and replaced by the following:

Who Is An Insured**Newly Acquired Or
Formed Organizations**

If there is no other insurance available, a subsidiary organization of the first named **insured** shown in the Declarations that such first named **insured** acquires or forms during the policy period will qualify as a **named insured**, if at the time of loss such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization. This coverage is effective on the acquisition or formation date and is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

Under Bodily Injury/Property Damage Exclusions, the exclusions titled Aircraft, Autos or Watercraft and Damage To Various Property Of Others (Care, Control or Custody) are deleted and replaced by the following:

**Bodily Injury/Property
Damage Exclusions****Aircraft, Autos Or
Watercraft**

This insurance does not apply to **bodily injury** or **property damage** arising out of the ownership, maintenance, use (use includes **loading or unloading**) or entrustment to others of any:

Bodily Injury/Property Damage Exclusions

Aircraft, Autos Or Watercraft (continued)

- aircraft;
- **auto**; or
- watercraft;

owned or operated by or loaned or rented to any **insured**.

This exclusion does not apply to:

- A. a watercraft while ashore on premises owned by or rented to you;
- B. a watercraft you do not own, provided that it:
 - 1. is less than fifty-five (55) feet long; and
 - 2. does not transport persons or cargo for a charge;
- C. the parking of an **auto** on premises owned by or rented to you, provided the **auto** is not owned by or loaned or rented to you or the **insured**;
- D. the liability for damages assumed in an **insured contract** resulting from the ownership, maintenance or use, by others, of an aircraft or watercraft; or
- E. the operation of the equipment described in subparagraphs F.2. or F.3. of the definition of **mobile equipment**.

Damage To Various Property Of Others (Care, Control Or Custody)

This insurance does not apply to **property damage** to:

- A. property loaned to you;
- B. personal property in your care, control or custody;
- C. that particular part of real property on which you or any contractor or subcontractor working directly or indirectly on your behalf is performing operations, if the **property damage** arises out of those operations; or
- D. that particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

This exclusion does not apply to liability assumed under a sidetrack agreement.

Paragraph D. of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Under Definitions, the definition of Personal Injury is deleted and replaced by the following:

Definitions

Personal Injury

Personal injury means injury, other than **bodily injury**, **property damage** or **advertising injury**, caused by an offense of:

- A. false arrest, false detention or other false imprisonment;
- B. malicious prosecution;

Endorsement

Effective Date APRIL 14, 2025

Policy Number 3598-70-74 ECE

Definitions**Personal Injury**
(continued)

- C. wrongful entry into, wrongful eviction of a person from or other violation of a person's right of private occupancy of a dwelling, premises or room that such person occupies, if committed by or on behalf of its landlord, lessor or owner; or
- D. electronic, oral, written or other publication of material that:
 - 1. libels or slanders a person or organization (which does not include disparagement of goods, products, property or services); or
 - 2. violates a person's right of privacy.

All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Policy Exclusions, the following exclusion is added:

Policy Exclusions**Biological Agents**

- A. This insurance does not apply to **bodily injury, property damage, advertising injury or personal injury** arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **biological agents**.
- B. This insurance does not apply to any loss, cost or expense arising out of any:
- request, demand, order or regulatory or statutory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any **biological agents**; or
 - claim or proceeding by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of any **biological agents**.

Paragraph A. above does not apply to **bodily injury or property damage** included in the **products-completed operations hazard**, resulting from **your product**.

Definitions

Under Definitions, the following definition is added:

Biological Agents

Biological agents means any:

- A.
 - 1. bacteria;
 - 2. mildew, mold or other fungi;
 - 3. other microorganisms; or
 - 4. mycotoxins, spores or other by-products of any of the foregoing;
- B. viruses or other pathogens (whether or not a microorganism); or
- C. colony or group of any of the foregoing.

All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

This Endorsement applies to the following forms:

GENERAL LIABILITY

***Bodily Injury/Property
Damage Exclusions******Aircraft, Autos Or
Watercraft***

Under Bodily Injury/Property Damage Exclusions, the exclusion titled Aircraft, Autos Or Watercraft is deleted and replaced by the following:

This insurance does not apply to **bodily injury** or **property damage** arising out of the ownership, maintenance, use (use includes operation and **loading or unloading**) or entrustment to others of any:

- aircraft;
- **auto**; or
- watercraft;

owned or operated by or loaned or rented to any **insured**.

This exclusion does not apply to:

- A. a watercraft while ashore on premises owned by or rented to you;
- B. the parking of an **auto** on premises owned by or rented to you, provided the **auto** is not owned by or loaned or rented to you or the **insured**;
- C. the liability for damages assumed in an **insured contract** resulting from the ownership, maintenance or use, by others, of an aircraft or watercraft;

***Bodily Injury/Property
Damage Exclusions***

***Aircraft, Autos Or
Watercraft
(continued)***

- D. the operation of the equipment described in subparagraphs F.2. or F.3. of the definition of **mobile equipment**; or
- E. an aircraft you do not own, provided that:
 - 1. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
 - 2. it is rented with a trained, paid crew; and
 - 3. it does not transport persons or cargo for a charge.

All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Policy Exclusions, the following exclusion is added:

Policy Exclusions**Docks and Piers**

This insurance does not apply to **bodily injury, property damage, advertising injury or personal injury** arising out of the ownership, maintenance, use or operation of any fixed or floating **docks and piers**, including any structures, machinery or equipment attached thereto.

Under Definitions, the following definition is added:

Definitions**Docks and Piers**

Docks and piers means:

- docks, piers and their supporting structures; and

Definitions

Docks and Piers (continued)

- electrical and water lines connected to docks, piers and their supporting structures.

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in black ink, appearing to be "P. M. 2", written over a horizontal line.

Endorsement

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

This Endorsement applies to the following forms:

GENERAL LIABILITY
LIQUOR LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured**Additional Insured -
Scheduled Person
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement

(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION,
DIVISION OF BOATING AND WATERWAYS
AND THE STATE OF CALIFORNIA, ITS OFFICERS, AGENTS,
EMPLOYEES, AND SERVANTS

All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

This Endorsement applies to the following forms:

GENERAL LIABILITY
LIQUOR LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured**Additional Insured -
Scheduled Person
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement*(continued)*

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

*Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

This Endorsement applies to the following forms:

GENERAL LIABILITY
LIQUOR LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured**Additional Insured -
Scheduled Person
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
 - with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
-

Liability Endorsement

(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

***Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization***

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
ET.AL. COLLEGE WORK STUDY PROGRAM
201 SPROUL HALL #1962
BERKELEY, CA 94720

All other terms and conditions remain unchanged.

Authorized Representative



Foreign Voluntary Work Comp Section

Declarations

Intl Workers' Compensation Insurance

Schedule of Forms

Policy Period APRIL 14, 2025 TO APRIL 14, 2026

Effective Date APRIL 14, 2025

Policy Number 3598-70-74 ECE

Insured CAL SAILING CLUB

Name of Company FEDERAL INSURANCE COMPANY

Date Issued MARCH 3, 2025

The following is a schedule of forms issued as of the date shown above:

<i>Form Number</i>	<i>Edition Date</i>	<i>Form Name</i>	<i>Effective Date</i>	<i>Date Issued</i>
80-02-0129	12-99	INTL WORKERS' COMPENSATION DECLARATION	04/14/25	03/03/25
80-02-2053	2-23	INTERNATIONAL WORKER'S COMPENSATION INSURANCE	04/14/25	03/03/25
80-02-6453	11-19	INTL TRAVEL ASSISTANCE SERVICES (WITH ND)	04/14/25	03/03/25
80-10-9243	11-19	IMPORTANT NOTICE	04/14/25	03/03/25
99-10-1000	11-19	IMPORTANT NOTICE	04/14/25	03/03/25



International Workers' Compensation Insurance

Declarations

Named Insured and Mailing Address

CAL SAILING CLUB
124 UNIVERSITY AVENUE
BERKELEY, CA 94710

Chubb Group of Insurance Companies
202B Hall's Mill Road
Whitehouse Station, NJ 08889

Policy Number 3598-70-74 ECE

Effective Date APRIL 14, 2025

*Issued by the stock insurance company
indicated below, herein called the company.*

**FEDERAL INSURANCE
COMPANY**

Producer No. 0060435

Producer GOWRIE GROUP INC(BURGEE PROGRAM)
70 ESSEX ROAD
WESTBROOK, CT 06498-0000

*Incorporated under the laws of
INDIANA*

Policy Period

From: APRIL 14, 2025 To: APRIL 14, 2026
12:01 A.M. standard time at the Named Insured's mailing address shown above.

Coverage

Covered Persons

Limits of Insurance

INTERNATIONAL VOLUNTARY WORKERS' COMPENSATION

International Executive Employees

STATUTORY - according to
the Laws of the State(s) or
Province(s) as declared:
State of Hire

REPATRIATION EXPENSE

Aggregate Limit	\$ 500,000
Each Person Limit	\$ 250,000

EMPLOYER'S LIABILITY

Bodily Injury By Accident - Each Accident Limit	\$ 1,000,000
Bodily Injury By Disease - Aggregate Limit	\$ 1,000,000
Bodily Injury By Disease - Each Employee Limit	\$ 1,000,000

Chubb. Insured.SM

International Workers' Compensation Insurance

Contract

Table Of Contents

<i>Section</i>	<i>Page No.</i>
<i>Who Is An Insured</i>	<i>3</i>
<i>Coverage</i>	<i>3</i>
<i>Limits Of Insurance</i>	<i>5</i>
<i>Investigation, Defense And Payment Of Benefits And Damages</i>	<i>7</i>
<i>Supplementary Payments</i>	<i>7</i>
<i>Coverage Territory</i>	<i>8</i>
<i>Exclusions – International Voluntary Workers' Compensation And Repatriation Expense Exclusions</i>	<i>8</i>
<i>Exclusions – All Coverages</i>	<i>8</i>
<i>Conditions</i>	<i>9</i>
<i>Definitions</i>	<i>17</i>

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Contract

Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section of this contract.

Throughout this contract the words “you” and “your” refer to the Named **Insured** shown in the Declarations of this policy, and any other person or organization qualifying as a Named **Insured** under this contract. The words “we,” “us” and “our” refer to the company providing this insurance.

In addition to the Named **Insured**, other persons or organizations qualify as **insureds**. Those persons or organizations and the conditions which they qualify are identified in the Who Is Insured section of this contract.

Who Is Insured

Employer

If you are an employer, you are an **insured**.

Subsidiaries Or Newly Acquired Or Formed Organizations

If there is no other similar insurance available, the following will qualify to be a Named **Insured**:

- any financially controlled subsidiary of yours; or
- any organization you newly acquire or form during the policy period, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest. This coverage is effective on the acquisition or formation date and is afforded only until the end of the policy period during which the acquisition or formation took place.

No subsidiary or newly acquired or formed organization is an **insured** with respect to any employee's **bodily injury** by accident or disease, including **endemic disease** that occurred before you acquired or formed the organization.

Coverage

International Voluntary Workers' Compensation

We will calculate the benefits payable based on the compensation, medical and other benefits in the **workers' compensation law** of the State(s) or Province(s) shown in the Declarations, and we will pay benefits, at your option and on your behalf, to your **international executive employees** for any **bodily injury** by accident or disease, including **endemic disease**.

We will also calculate and pay benefits, based on the compensation, medical and other benefits specified in the **country of origin compensation law**, at your option and on your behalf, to your **other international employees** for any **bodily injury** by accident or disease, including **endemic disease**.

This insurance applies to your **international executive employees** and **other international employees** employed by you in the **United States** while traveling outside the **United States** on a 24-hour basis. **International executive employees** and **other international employees** employed by you in a country other than the **United States** are covered on an employment-only basis, while working in the country to which they are assigned, but on a 24-hour basis while engaged in **temporary travel** outside the country to which they are assigned, or on **sojourn**.

Coverage

International Voluntary Workers' Compensation (continued)

This insurance applies to:

- **bodily injury** by accident to your **international executive employees** and **other international employees** which occurs during the policy period;
- **bodily injury** by disease, including **endemic disease**, to your **international executive employees** and **other international employees** which is caused by or aggravated by the conditions of your employment; and on a 24-hour basis while engaged in **temporary travel** outside the country to which they are assigned, or on **sojourn**; and
- **bodily injury** by disease, including **endemic disease**, to your **international executive employees** and **other international employees** in which the employee's last day of last exposure to the conditions causing or aggravating such **bodily injury** by disease, including **endemic disease**, occurs during the policy period; and

Repatriation Expense

Subject to the applicable Limits Of Insurance, we will pay, at your option and on your behalf, reasonable repatriation or relocation expenses over and above **normal transportation costs** made necessary due to **bodily injury** by accident or disease, including **endemic disease**, to your **international executive employees**, **other international employees** or **local national employees**, including repatriation or relocation expenses associated with accompanying spouse and children during temporary business travel provided that:

- the relocation or repatriation is from the country of **bodily injury** to a destination in any other country other than the country of **bodily injury**, including the **United States**; and
- the relocation or repatriation is necessary, in the opinion of competent medical authorities.

We will also pay, subject to the applicable Limits Of Insurance, the following expenses related to the death of your **international executive employees**, **other international employees**, **local national employees**, accompanying spouse or child:

- the cost of embalment to meet **United States** or other applicable health standards; and
- all reasonable expenses of transportation to return the remains of the deceased to the country of burial or funeral.

This insurance for repatriation expense applies when the request for repatriation or relocation first occurs during the policy period. All requests for repatriation in connection with the same **bodily injury** by accident or disease, including **endemic disease**, will be deemed to have been made at the time the first request for repatriation or relocation is made to us.

Employer's Liability

Subject to the applicable Limits Of Insurance, we will pay damages you become legally obligated to pay by reason of liability imposed by law because of **bodily injury** by accident or disease, including **endemic disease**, to your **international executive employees**, **other international employees** and **local national employees**, provided that the **bodily injury** by accident or disease, including **endemic disease**, arises out of and in the course of the injured employee's employment by you.

The damages we will pay, where recovery is permitted by law, include damages:

- for which you are liable to a third party by reason of a claim, proceeding or **suit** against you by that third party to recover the damages claimed against such third party as a result of **bodily injury** by accident or disease, including **endemic disease**, to your **international executive employees**, **other international employees** and **local national employees**;

Coverage**Employer's Liability
(continued)**

- for care and loss of services;
- for consequential **bodily injury** to a spouse, parent, child, brother or sister of your injured **international executive employees, other international employees and local national employees**;

provided that these damages are the direct consequence of **bodily injury** by accident or disease, including **endemic disease**, that arises out of and in the course of the injured **international executive employee, other international employee or local national employee** employment by you; and

- because of **bodily injury** by accident or disease, including **endemic disease**, to your **international executive employees, other international employees and local national employees** that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

This insurance applies to:

- **bodily injury** by accident to your **international executive employees, other international employees and local national employees** which occurs during the policy period;
- **bodily injury** by disease, including **endemic disease**, to your **international executive employees, other international employees and local national employees** which is caused by or aggravated by the conditions of your employment; and
- **bodily injury** by disease, including **endemic disease**, to your **international executive employees, other international employees and local national employees** in which the employee's last day of last exposure to the conditions causing or aggravating such **bodily injury** by disease, including **endemic disease**, occurs during the policy period.

Limits Of Insurance

The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- **insureds**;
- claims made, proceedings or **suits** brought; or
- persons or organizations making claims or bringing proceedings, or **suits**.

The Limits Of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

**International Voluntary
Workers' Compensation
Limit**

The most we will pay under International Voluntary Workers' Compensation Coverage is the statutory benefits that would have been provided under the applicable **workers' compensation law** or **country of origin compensation law**.

Limits Of Insurance

(continued)

Repatriation Expense Aggregate Limit

Subject to the Repatriation Expense Each Person Limit, the Repatriation Expense Aggregate Limit is the most we will pay for the sum of all repatriation expenses under Repatriation Expense Coverage and arising out of **bodily injury** by accident or disease, including **endemic disease**, regardless of the number of employees or accompanying spouses or children who sustain such **bodily injury**.

Repatriation Expense Each Person Limit

The Repatriation Expense Each Person Limit is the most we will pay for the sum of all repatriation expenses under Repatriation Expense Coverage arising out of **bodily injury** by accident or disease, including **endemic disease**, to an **international executive employee**, **other international employee**, **local national employee**, or accompanying spouse or child.

Any amount paid for repatriation expenses arising out of **bodily injury** by accident or disease, including **endemic disease**, to an employee, accompanying spouse or child will reduce the amount of the applicable Repatriation Expense Aggregate Limit available for payment of repatriation expenses arising out of any other **bodily injury** by accident or disease, including **endemic disease**.

If the applicable Repatriation Expense Aggregate Limit has been reduced by payment of repatriation expenses to an amount that is less than the Repatriation Expense Each Person Limit stated in the Declarations, the remaining Repatriation Expense Aggregate Limit is the most that will be available for payment of repatriation expenses arising out of any other **bodily injury** by accident or disease, including **endemic disease**.

Employer's Liability Bodily Injury By Accident Each Accident Limit

The Employer's Liability Bodily Injury By Accident Each Accident Limit is the most we will pay for the sum of all damages to one or more employees under Employer's Liability Coverage arising out of **bodily injury** in any one accident.

A disease is not **bodily injury** by accident unless it results directly from **bodily injury** by accident.

Employer's Liability Bodily Injury By Disease Each Employee Limit

The Employer's Liability Bodily Injury By Disease Each Employee Limit is the most we will pay for the sum of all damages under Employer's Liability Coverage arising out of **bodily injury** by disease, including **endemic disease**, to any one employee.

Bodily injury by disease, including **endemic disease**, does not include disease that results directly from **bodily injury** by accident.

Any amount paid for damages arising out of **bodily injury** by disease, including **endemic disease**, to an employee will reduce the amount of the applicable Employer's Liability Bodily Injury By Disease Aggregate Limit available for payment of damages arising out of any other **bodily injury** by disease, including **endemic disease**.

If the applicable Employer's Liability Bodily Injury By Disease Aggregate Limit has been reduced by payment of damages to an amount that is less than the Employer's Liability Bodily Injury By Disease Each Employee Limit shown in the Declarations, the remaining Employer's Liability Bodily Injury By Disease Aggregate Limit is the most that will be available for payment of damages arising out of any other **bodily injury** by disease, including **endemic disease**.

**Investigation,
Defense And
Payment Of Benefits
And Damages****International Voluntary
Workers' Compensation**

If your **international executive employee, local national employee or other international employee** files a claim under the "workers compensation law" under one of the State(s), Province(s) or Countries of Origin shown in the Declarations, you are solely responsible for the proper administration and handling of each claim as there is no duty to defend such a claim under this insurance. Upon receipt of satisfactory proof of payment, we will reimburse you, or someone on your behalf, for all reasonable payments that you, or someone on your behalf, has made in connection with such claim; however, we will not reimburse you or any other person or entity for payments voluntarily made, or for payments made in whole or in part, as a result of improper or inadequate claim handling or defense.

Employer's Liability

We will have the right and duty to defend, at our expense, any employer's liability claim, proceeding or **suit** against you for damages payable by this insurance, except in a **non-admitted jurisdiction**. We have the right to investigate and settle this claim, proceeding or **suit**. However, we will have no duty to defend a claim, proceeding or **suit** that is not covered by this insurance. We may at our discretion investigate any **bodily injury** by accident or disease, including **endemic disease**, and settle any claim, proceeding or **suit** that may result.

The amount we will pay for damages is limited as described in Limits Of Insurance. Our rights and duty to defend end when we have used up the applicable Limit Of Insurance in the payment of judgments or settlements.

We have no further obligation or liability to pay sums or perform acts or services unless explicitly provided for under Supplementary Payments shown below.

**Supplementary
Payments**

We will pay, with respect to any claim we investigate or settle, or any proceeding or **suit** against an **insured** we defend, or you defend after consultation with us:

- reasonable expenses incurred at our request, but not loss of earnings;
- premiums for bonds to release attachment, and for appeal bonds in bond amounts up to the amount payable under the Limit Of Insurance stated in the Declarations for Employer's Liability;
- litigation costs taxed against you;
- interest on a judgment as required by law until we offer the amount due under this insurance; and
- expenses we incur.

These payments will not reduce the Limits Of Insurance.

Coverage Territory

Where legally permissible, this insurance applies to **bodily injury** by accident or disease, including **endemic disease**, arising out of and in the course of employment outside the **United States** and to **bodily injury** by accident or disease, including **endemic disease**, arising out of and in the course of temporary employment in the **United States**.

Employer's Liability Coverage does not apply in the United Kingdom or Ireland, or any other country where Employer's Liability Coverage is statutorily required, unless the employees are travelling to such country on a temporary basis.

Exclusions – International Voluntary Workers' Compensation And Repatriation Expense

Excess Benefits Payments

This insurance does not apply to any payments for which you are responsible in excess of the statutory benefits regularly provided by the applicable **workers' compensation law** or **country of origin compensation law**, including those required because:

- of your serious and willful misconduct;
- you knowingly employ an employee in violation of law;
- you fail to comply with a health or safety law or regulation; or
- you discharge, coerce or otherwise discriminate against any employee in violation of the applicable **worker's compensation law** or **country of origin compensation law**.

If we make any payments in excess of the benefits regularly provided by the **workers' compensation law** or **country of origin compensation law** on your behalf, you will reimburse us promptly.

This insurance does not apply to benefits, payments or other costs in any jurisdiction in which this coverage may be prohibited by statute, regulation or local law.

This insurance does not apply to benefits, payments or other costs pursuant to any applicable "worker compensation law" occupationally based law, social security plan, scheme, or fund whether private or "state" sponsored, the insurance for which is legally mandated.

Exclusions – All Coverages

Contractual Liability

This insurance does not apply to **bodily injury** for which the **insured** is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to a warranty that your work will be done in a workman like manner.

Employment Discrimination

This insurance does not apply to **bodily injury** arising out of the discharge of, coercion of or discrimination against any employee in violation of law.

Intentional Acts

This insurance does not apply to **bodily injury** intentionally caused or aggravated by you.

Exclusions – All Coverages
(continued)**Longshore And Harborworkers Act**

This insurance does not apply to **bodily injury** including **endemic disease**, sustained by:

- a master or crew member of any vessel;
- employee in the course of any employment subject to any obligation imposed by a workers' compensation; occupational disease; unemployment compensation or disability benefits law; the Longshore and Harbor Workers' Compensation Act (33 USC Section 901-950); the Non-appropriated Fund Instrumentalities Act (5 USC Section 8171-8173); the Outer Continental Shelf-15155a (08/09) Page 6 of 12 Shelf Lands Act (43 USC Sections 1331-1356); the Defense Base Act (42 USC Sections 1651-1654); the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942); the Federal Employers Liability Act (45 USC 51-60); and any other federal workers' compensation law or other federal occupational disease law, or any amendments to those laws; or any similar law.; or
- a member of the flying crew of an aircraft.

Punitive Or Exemplary Damages

This insurance does not apply to any obligation to pay punitive or exemplary damages because of **bodily injury** to an employee in violation of a law.

Willful Violations

This insurance does not apply to **bodily injury** to an employee employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers.

Workers' Compensation And Similar Laws

This insurance does not apply to any obligation imposed by a workers' compensation, occupational disease, unemployment compensation or disability benefits law or any similar law.

Fines And Penalties

This insurance does not apply to fines, assessments, or penalties imposed for violation of federal or state law;

Intoxication

This insurance does not apply to **bodily injury** sustained while the **employee** has been determined to be legally intoxicated as determined according to the laws of the jurisdiction in which the bodily injury occurred, under the influence of any illegal or illicit drug and any drug or narcotics unless administered by a licensed doctor and taken in accordance with the prescribed dosage.

Conditions**Arbitration**

We are entitled to exercise all of the **insured's** rights in the choice of arbitrators and the conduct of any arbitration proceeding, except when the proceeding is between the **insured** and us.

Conditions

(continued)

Bankruptcy

Bankruptcy or insolvency of the **insured** or the **insured's** estate will not relieve us of any obligation to which this insurance applies.

Compulsory Admitted Insurance

This insurance is not a substitute for **compulsory admitted** insurance in any jurisdiction, whether or not this insurance would qualify as **compulsory admitted** insurance in a given jurisdiction or is accepted by the appropriate authorities as proof of **compulsory admitted** insurance.

You alone have the duty under this insurance to arrange for your compulsory admitted insurance. You agree to have in force compulsory admitted insurance for the coverages and limits of insurance that are necessary to satisfy the legal requirements of any jurisdiction. Unless otherwise stated, if you do not arrange for your compulsory admitted insurance, we shall only be liable to you to the same extent as if you had arranged for such compulsory admitted insurance.

Concealment Or Misrepresentation

This insurance is void if you or any other **insured** intentionally conceals or misrepresents any material fact or circumstance relating to this insurance at any time.

Currency Provision

We will pay any loss in the same currency as the currency of the Limits Of Insurance stated in the Declarations, unless otherwise provided.

When payment of a loss involves any currency other than that of the Limits Of Insurance shown in the Declarations, we will convert the value of the loss to the currency of the Limits Of Insurance shown in the Declarations at the free rate of exchange as published by *The Wall Street Journal*, as of the date of loss, or, for ongoing disability or medical payments as of the date of the respective payment.

After we make any conversion from another currency, we will apply all other terms of this policy to determine the amount of our final loss obligation.

At our sole option and upon your request, or the request of the injured employee or their dependents, we may also pay loss under this policy in any currency.

Duties In the Event Of Injury, Claim, Proceeding Or Suit

- A. You must see to it that we are notified as soon as practicable of any **bodily injury**, claim, proceeding or **suit**, which may be covered by this policy, as soon as it comes to the attention of an officer (or designee), Risk Manager or Insurance Manager of your headquarters in the **United States** or Canada. To the extent possible, notice should include:
 - 1. how, when and where the **bodily injury** took place;
 - 2. the names and addresses of any injured persons and witnesses.
- B. If a claim is made, proceeding or **suit** is brought against any **insured**, you must:
 - 1. immediately record the specifics of the claim, proceeding or suit and the date received; and
 - 2. notify us in writing as soon as practicable.
- C. You and any other involved **insured** must:
 - 1. provide for immediate medical and other services required by the applicable **workers' compensation law** or **country of origin compensation law**;

Conditions**Duties In the Event Of
Injury, Claim, Proceeding
Or Suit
(continued)**

2. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim, proceeding or **suit**;
 3. authorize us to obtain records and other information;
 4. cooperate with us in the:
 - a. investigation or settlement of the claim; or
 - b. defense of a proceeding or **suit**; and
 5. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the **insured** because of injury or damage to which this insurance may also apply; and
 6. do nothing after an injury that would interfere with our rights of recovery from others.
- D. No **insured** will, except at that **insured's** own cost, 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**, the injured person, or any other claimant and given to:
1. any licensed agent of ours;
 2. any of our authorized representatives in the **United States** or Canada;
 3. any member company of the Chubb Group of Insurance Companies; or
 4. any **authorized correspondent**
- with particulars sufficient to identify the **insured**, shall be deemed notice to us.
- F. Knowledge of any **bodily injury** by any agent or employee of the **insured** will not constitute knowledge by the **insured**, unless an officer (or designee), Risk Manager or Insurance Manager of your headquarters in the **United States** or Canada receives such notice from its agent or employee.
- G. Failure of an agent or employee of the **insured**, other than an officer (or designee), Risk Manager or Insurance Manager of your headquarters in the **United States** or Canada, to notify us of any **bodily injury** which he or she knows about will not affect the insurance afforded you by this contract.

**Indemnification In
Certain Jurisdictions**

- A. Subject to all of the terms and conditions of this insurance, in any jurisdiction where we are:
1. not licensed or permitted to do business; or
 2. prevented by law or otherwise from investigating, defending or settling a claim, **suit** or other loss circumstance;
- we will indemnify the first Named **Insured** for those amounts we are obligated to pay on behalf of you or an insured, subject to the following:
- payment of indemnity will be made to the first Named **Insured** and will be made as if the first Named **Insured** is legally obligated to pay for such loss; and
 - any such payment of indemnity to the first Named **Insured** will discharge our obligations under this insurance to you, any insured or others for such loss.

Conditions

Indemnification In Certain Jurisdictions (continued)

- B. Further, when this condition applies, the first Named **Insured** is the only person or organization that will qualify as an insured under this insurance.
- C. We will indemnify the first Named **Insured** for costs or expenses incurred in defending a **suit** where we have an obligation to defend pursuant to the terms of this policy brought in a jurisdiction described in paragraph A. above, provided that the first Named **Insured** complies with all of the terms and conditions of this insurance, including any duty to report claims, **suits** or other loss circumstances.
- D. The first Named **Insured** must, at our request:
1. retain in its own name, but at our expense and subject to our approval, a loss adjusting expert ("loss adjuster") authorized in the jurisdiction or country in which the claim, **suit** or other loss circumstance occurred;
 2. where permitted by applicable law, grant us the full right to collaborate with such loss adjuster;
 3. grant us full access to any records produced by such loss adjuster; and
- obtain the right to control the investigation, adjustment, defense and settlement of the claim, **suit** or other loss circumstance using experts approved by us, including access to books, records, bills, invoices, vouchers and other information.

Joint Duties In A Non - Admitted Jurisdiction Or Where We Do Not Exercise Our Right To Defend

For a claim, proceeding or **suit** to which this insurance applies that arises in a **non-admitted jurisdiction** or anywhere we do not exercise our right to defend a claim, proceeding or **suit**, we will consult with you and with any other **insured**.

You or any other **insured** must:

- make such investigation, defense or settlement as we deem reasonable;
- obtain our approval for any payment; and

effect approved payments to others, in accordance with the terms of this insurance.

We retain the right to assume control of any investigation, defense, settlement or recovery proceedings. You or any other **insured** have the duty to cooperate with us in these proceedings.

Legal Action Against Us

No person or organization has a right under this insurance:

- to join us as a party or otherwise bring us into a proceeding or **suit** asking for damages from an **insured**; or
- to sue us on this insurance 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** obtained after:

- an actual trial in a civil proceeding;
- an arbitration proceeding; or
- an alternative resolution proceeding.

But we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable Limits Of Insurance.

Conditions
(continued)**Liberalization**

If we adopt any policy changes while this insurance is in force (or within 45 days prior to its effective day) which would broaden or extend this insurance without an additional premium charge, you will automatically receive the benefit of the broadened coverage.

Other Insurance**International Voluntary Workers' Compensation**

This insurance is intended to be **primary** insurance for your covered employees if **bodily injury** arises out of and in the course of employment by you outside the **United States**.

If an injured **international executive employee** or **other international employee** is eligible for workers' compensation benefits under the laws of countries other than the **United States** or other than the **country of origin** to which the employee would be eligible under this insurance, we will not require that said employee or his dependents file claim under that foreign program as a precondition to filing claim under this policy.

If an injured employee or his dependents, as described above, actually file a claim and receive benefits under such other workers' compensation or social security plan, whether private or state sponsored, then we will not pay more than the difference, if any, between the benefits received or payable under that foreign plan and the benefits calculated to be payable under the applicable workers' compensation laws of:

- the **United States**;
- the **country of origin**; or
- any other country for which you become liable.

We will only pay such difference when the amount of benefit under the foreign plan has been determined and we have satisfactory evidence of such determination.

If your covered employee files a claim for workers' compensation benefits under a domestic workers' compensation policy, you are solely responsible for the proper administration and handling of such claim. In the event such employee seeks and receives such workers' compensation benefits, our obligation to pay any voluntary workers' compensation benefits covered under this insurance to such employee ends.

Employer's Liability

If your **admitted** employer's liability insurance responds to a claim, proceeding or **suit**, we will provide excess insurance. If your **admitted** employer's liability insurance does not respond to a claim, proceeding or **suit** for which this insurance grants coverage, we will provide **primary** insurance.

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance, including self-insurance which results from your failure to comply with **compulsory admitted** employer's liability insurance requirements, if any. Subject to any Limits Of Insurance that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

Conditions

(continued)

Payments To First Named Insured

All losses and other payments will, at our option, be payable to the first named **insured** without regard to the first named **insured**'s obligations to others. We will not be responsible for the proper application of any payment we make to the first named **insured**. If we make payment to any **insured** other than the first named **insured**, such payment will be treated as though made to the first named **insured**. We will also not be liable for loss sustained by one **insured** to the advantage of any other **insured**.

Premium Audit

The premium for this insurance is stated in the Premium Statement.

If the premium for this insurance is based upon the number of trips made outside the **United States** then you will give us an estimate of the number of trips and, at our option, the length of trips for the upcoming year.

If the premium for this insurance is based on payroll, the entire gross remuneration estimated to be earned by all covered employees shall be disclosed to us. This remuneration includes cost of living, housing allotments, and other such cash benefits as form part of the overseas compensation package of your employees.

You may elect which employees (including partners, if any) of your company fall within the coverage categories of this insurance by allocating the appropriate payroll amounts for premium purposes.

The premium shown on this statement is a deposit premium only. You shall maintain records of the information necessary for premium computation and shall send copies to us at such times during or after the policy period as we may direct.

You will let us examine and audit all your records that relate to this insurance. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records and programs for storing and disbursing data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to develop the final premium.

Reimbursements To The Insured

We can request you, on our behalf, to make payment directly to any person entitled thereto. Upon receipt of proof of payment, we will reimburse you for any such payments. In a **non-admitted jurisdiction** we can ask you to investigate, defend and settle claims, proceedings and suits involving your employees. We will reimburse you for the reasonable cost of such investigation, defense and settlement.

In most cases, we will make payments directly, at your option and on your behalf. We will make voluntary payments only on condition that the employee or dependents receiving such payment execute a full release of all claims against you on account of such injuries or disease as may be required by us and, in addition executed an assignment to us of any right of action which they may have against any person, firm, corporation or estate, other than you, who is or may be liable for such injury. If we collect by virtue of such assignment an amount in excess of the voluntary payments made or agreed to be made, we will be entitled to, and shall retain from the amount recovered, our expenses incident to such recovery and the amount of payments made or agreed to be made. We will pay any remaining balance of the amount recovered to the person or persons executing such assignments. We will have full power and discretion to proceed against the party at fault or settle with such party upon such terms as may seem desirable to us, either without litigation or during pendency thereof.

Conditions
(continued)**Separation Of Insureds**

Except with respect to the Limits Of Insurance and any rights or duties specifically assigned in this insurance to the first named **insured**, this insurance applies:

- as if each named **insured** were the only named **insured**; and
- separately to each **insured** against whom claim is made or proceeding or **suit** is brought.

Transfer Of Rights Of Recovery

To the extent set forth in this policy, we have your rights and the rights of employees entitled to the benefits or damages paid of the insurance provided under this policy to recover all payments, including those within your reimbursement amount, from anyone liable for the damages. You and your employees will do everything necessary to protect those rights for us and help us enforce them.

If we recover any payment we made under this coverage part from anyone liable for the damages, the amount we recover will first be applied to any payments we made in excess of the reimbursable amount or applicable deductible, and to our costs and expenses. We will apply the remainder of the recovery, if any, to reduce the amount that is reimbursable by you.

Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid or will pay. We will pay the balance to the persons entitled to it. If the persons who receive the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid or will pay.

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Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT.

Admitted

Admitted means any contract of insurance that:

is issued by a state fund, sovereign state fund or an insurer licensed or permitted by law to do business in the jurisdiction of the employee's citizenship;

- is issued to you or any other **insured**; or
- is issued to someone (other than you or any other **insured**) covering your interests.

Admitted does not include any contract of insurance specifically obtained to apply in excess of the Limits Of Insurance shown in the Declarations of this policy.

Agreed Settlement

Agreed settlement means a settlement and release of liability signed by us, the **insured** and the claimant or claimant's legal representative.

Authorized Correspondent

Authorized correspondent means any privately controlled insurer, other than a member company of the Chubb group of insurance companies, that we indicate is our correspondent, but only for each specific insurance transaction we authorize.

Bodily Injury

Bodily injury means physical:

- injury;
- sickness; or
- disease,

sustained by a person and, if arising out of the foregoing, mental anguish, mental injury, shock, humiliation or death at any time.

Compulsory Admitted

Compulsory admitted means any **admitted** insurance that is required to be in force to satisfy the legal requirements of a given jurisdiction.

Country Of Origin

Country of origin means any country (except the **United States**) of which your **other international employee** is a citizen.

Country Of Origin Compensation Laws

Country of origin compensation laws means:

- the workers' compensation law, social security law and any occupational disease law of any sovereign state other than the **United States**, from which your employee or partner is voluntarily offered, under this insurance, workers' compensation benefits based on citizenship; or
- the workers' compensation law and related laws, as described above, of any sovereign state (except the **United States**) for which you become liable to pay workers' compensation benefits on a basis other than the citizenship of your covered employees or partners.

Definitions

Country Of Origin Compensation Laws (continued)

Country of origin compensation laws does not mean:

- provisions for non-occupational disability benefits; or
- **compulsory admitted** workers' compensation insurance.

Endemic Disease

Endemic disease means any disease which is:

- infectious and generally recognized as a public health hazard;
- restricted or peculiar to a locality or region; and
- not disease caused or aggravated by the conditions of your employment.

Insured

Insured means any person or organization qualifying as an **insured** under the Who Is Insured provision and against whom claim is made or proceeding or **suit** is brought.

International Executive Employee

International executive employee means any partner assigned by you, or employee hired or assigned by you (including volunteers and independent contractors whom you have agreed to provide workers compensation benefits as set forth in a written contract), to work outside the **United States**, provided that you choose, under this insurance, to offer voluntarily to said partner or employee benefits as calculated in accordance with the statutory workers' compensation benefits of the **workers' compensation law** of any jurisdiction of the **United States** except those workers' compensation benefits governed by federal statutes.

Local National Employee

Local national employee means any partner assigned by you, or employee hired or assigned by you (including volunteers and independent contractors whom you have agreed to provide workers compensation benefits as set forth in a written contract) who is a citizen or **permanent resident** of the country of their workplace but who is not described as a North American.

Non-admitted Jurisdiction

Non-admitted jurisdiction means any jurisdiction where we are not licensed or permitted by law to issue insurance or are prevented by law or otherwise from investigating, settling or defending a claim, proceeding or **suit**.

Normal Transportation Costs

Normal transportation costs mean the cost of transporting an employee in good health, and in conformance with your business travel policy, from the country of injury or sickness to a given country of relocation or repatriation.

Other International Employee

Other international employee means any partner assigned by you, or employee hired or assigned by you (including volunteers and independent contractors whom you have agreed to provide workers compensation benefits as set forth in a written contract), to work outside the **United States** provided that you choose, under this insurance, to offer voluntarily to said partner or employee benefits as calculated in accordance with the statutory workers' compensation benefits of the **country of origin compensation laws** of the respective partner or employee.

Definitions
(continued)**Permanent Resident**

Permanent Resident means an employee who is not a citizen of the country of their workplace and who permanently resides in the country of their workplace.

Primary

Primary means insurance issued to respond prior to other insurance to claims or **suits** brought in the country in which such insurance was issued. **Primary** insurance may include insurance for claims or **suits** arising from occurrences which take place outside the country in which such insurance was issued.

Sojourn

Sojourn means personal trips taken by employees on vacation days, personal days, holidays, weekend days, or business days:

- outside the country of the employee's workplace;
- while on the business of the named **insured**;
- within the coverage territory;
- not exceeding a total of fourteen days, and
- not a result of one or more of the following activities:
 - a. motorcycling, driving, scuba diving, skiing, mountain climbing, sky diving, professional or amateur racing, bungee-cord jumping, parachuting, skydiving, parasailing, ziplining, cave tubing, hang-gliding, or any other athletic activities;
 - b. travel in or on any on-road or off-road motorized vehicle not requiring licensing as a motor vehicle; or
 - c. piloting or serving as a crewmember in any aircraft.

Suit

Suit means a civil proceeding in which damages because of **bodily injury** to which this insurance applies are alleged. **Suit** also includes:

- an arbitration proceeding in which such damages are claimed and to which the **insured** must submit or does submit with our consent; or
- any other alternative dispute resolution proceeding in which such damages are claimed and to which the **insured** submits with our consent.

Temporary Travel

Temporary travel means travel:

- outside the country of the employee's workplace;
- scheduled to last no more than a total of 180 days within the past 365 days;
- on business for the named **insured**; and
- in the course of the named **insured's** business.

Definitions

Temporary Travel (continued)

The following provisions apply to **temporary travel**:

- for employees of your workplaces located in the **United States**, this insurance only applies to claims or suits arising from **temporary travel** in relation to your business outside of the country of their workplace.
- for employees of your workplaces located outside of the **United States**, to which this insurance applies, and which are not excluded from the applicable coverage territory shown in the Declarations, this insurance also applies to claims or **suits** arising from **temporary travel** in relation to your business in the **United States**.

United States

United States means the United States of America, its territories and possessions, including American Samoa, Guam, the U.S. Virgin Islands, the Commonwealth of the Northern Mariana Islands and the Commonwealth of Puerto Rico.

United States does not include:

- the Federated States of Micronesia;
- the Republic of the Marshall Islands; or
- the Republic of Palau.

The Federated States of Micronesia and the Republic of the Marshall Islands are former U.S. trust territories, now independent nations. The Republic of Palau is not subject to U.S. laws, but is at present a U.S. trust territory.

Workers' Compensation Law

Workers' compensation law means the workers' compensation law and any occupational disease law of any jurisdiction of the **United States** which you voluntarily designate in the Declarations, or those of any jurisdiction of the **United States** for which you become liable.

Workers' compensation law does not mean:

- federal workers' compensation statutes, the inclusion of which may be arranged by amendment to this insurance;
- provisions for non-occupational disability benefits; and
- **compulsory admitted** workers' compensation insurance.

Schedule

Sojourn Number of Days: **14**

Foreign Voluntary Work Comp Section

Endorsements

Endorsement

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

This Endorsement applies to the following forms:

INTERNATIONAL WORKERS COMP

**International Travel
Assistance Services**

The following section is added to this contract:

When an employee that is covered under this contract becomes injured or ill while traveling on your business within the coverage territory, International Travel Assistance Services are available. We will provide your employee, subject to the Limits of Insurance, with the services listed below.

International Travel Assistance Services are Medical Assistance, Personal Assistance, Travel Assistance, Security Assistance and Emergency Natural Disaster Repatriation and Relocation as described herein.

International Travel Assistance is serviced by a third party provider of the Medical Assistance, Personal Assistance, Travel Assistance and Security Assistance services described in this section.

International Travel Assistance Services are available to you, your **international executive employees, local national employees and other international employees**, including their accompanying spouse, children or other companions. Employees and their accompanying spouse, children and other companions may contact the service provider at any hour on any day.

International Travel Assistance Services apply to personal travel, that is incidental to travel on your business, outside of the country of an employee's workplace.

The service provider is staffed with trained multi-lingual personnel, including doctors on round-the-clock call for emergency medical consultation and assistance as described in these International Travel Assistance Services. This center handles requests for referrals to English-speaking doctors, and specialists, as well as all aspects of coordinating an emergency medical evacuation.

International Travel Assistance Services

(continued)

Information about International Travel Assistance Services, as well as access to the online Security Assistance services listed above, will be available through a **password protected website address: <https://portal.chubbtravelmart.com>**. The **Login Name and Password for this website is provided to you under separate cover in your policy packet**. Security assistance will be one of several information services available through this website. **There are no restrictions to the number of times an insured may access this website including the Security information services.** International Travel Assistance **wallet cards and passport stickers also will be available to insureds online** through this website, as PDF documents that can be downloaded and printed at the convenience of Chubb policy holders.

Medical Assistance

We will not pay more for all Medical Assistance Services expense in any one policy year than the policy limit for Medical Assistance Services, regardless of the number of employees to whom services were rendered. If we incur expenses for Medical Assistance Services in any one policy year in excess of the policy limit, you agree to reimburse us or our designee for the amount in excess of the policy limit.

All services and payments must be arranged and pre-approved by the service provider. Evacuations/Repatriations must be ordered by a legally licensed physician and approved by the service provider's designated physician to certify that the severity of the employee's injury or sickness warrants an emergency evacuation/repatriation. All transportation arrangements must be by the most direct and economical route possible. In the event you are seriously ill or injured and cannot call, you must contact the service provider as soon as you are able.

Hospital Admission Deposit

We will either guarantee the payment of or wire any required emergency hospital admission deposit up to US\$10,000. You or your employee will repay any such deposit to us within 45 days (without interest). If you fail to repay to us such deposit in the time allowed or we are required to pay on our guarantee, then such money becomes a service rendered, and we have the additional rights set out under the Transfer of Rights of Recovery condition.

Medical Monitoring

The service provider will monitor the employee's condition when hospitalized abroad and will use best efforts to report regularly the employee's condition to a person designated by the employee.

Dispatch of a Doctor or Specialist

When the service provider determines, based on information available to them, that an employee's condition cannot be adequately assessed to evaluate the need for evacuation, the service provider will dispatch a doctor or specialist to the employee's location. We will pay the cost of the doctor's or specialist's travel to the employee's location, but we will not pay the cost of any medical services rendered by the doctor or specialist at the location. Medical Expenses are not covered by International Travel Assistance and should be submitted to the health carrier, or if work related, submitted to the Workers' Compensation carrier, or similar carrier.

Emergency Medical Evacuation

When the service provider determines adequate medical facilities are not available locally, we will arrange and pay for emergency medical evacuation under medical supervision, if necessary, to the nearest location with adequate facilities. Our obligation is limited to the limits of liability shown.

The service provider will arrange and we will pay the cost for one family member or other traveling companion to continue to accompany the employee during evacuation, if it is reasonably possible for that person to accompany the employee. Our obligation is limited to the cost of the airfare, and an incidental expense maximum of \$300 per day, and \$5,000 maximum for any one occurrence.

Employee and any accompanying family member or other traveling companion may be required to release us or a third party assistance provider from liability during emergency evacuation.

Endorsement

Effective Date APRIL 14, 2025

Policy Number 3598-70-74 ECE

**International Travel
Assistance Services****Medical Assistance
(continued)****Repatriation**

If the service provider determines, based on information available to them, that it is medically necessary to repatriate the employee to a facility which is in the country of residence of the employee or a location in the country of which the employee is a citizen, following stabilization, we will arrange and will pay for repatriation under medical supervision, if necessary.

The service provider will arrange and we will pay the cost of one family member or other traveling companion to continue to accompany the employee during repatriation, if it is reasonably possible for that person to accompany the employee. Our obligation is limited to the cost of the airfare, and an incidental travel expense of a maximum of \$300 per day, and maximum for any one occurrence of \$5,000.

Employees and any accompanying family member or other traveling companion may be required to release us or a third party assistance provider from liability during repatriation.

Our obligation is limited to the provision of one (1) repatriation attributable to any single medical condition of an employee.

Repatriation of Mortal Remains

In the event of an employee's death while traveling, the service provider will render every assistance possible to obtain necessary clearances and arrange for the return of the mortal remains in an appropriate transportation container to a location which is consistent with the known reasonable wishes of the employee or of the employee's family. We will pay reasonable expenses associated with such return, including the cost of embalming to meet any applicable requirements.

We will also pay the cost of one family member or other traveling companion to continue to accompany the mortal remains of the deceased employee during repatriation, if it is reasonably possible for that person to accompany the remains. Our obligation is limited to the cost of the airfare, and an incidental travel expense of a maximum of \$300 per day, and a maximum for any one occurrence of \$5,000.

Personal Assistance**Pre-Trip Medical Referral Information**

The service provider will provide pre-trip referral information to employees regarding countries and regions to be visited, including local multi-lingual doctors or addresses and phone numbers for hospitals.

Emergency Medication

Should an employee require prescription medication that is not available locally, the service provider will make arrangements for the transportation of such medication, when possible and legally permissible, to the employee upon the request of the prescribing physician. The employee is responsible for the cost of medication and the transportation.

International Travel Assistance Services

Personal Assistance (continued)

Embassy and Consular Information

The service provider will provide employees with contact information for embassies and consulates worldwide.

Lost Document Assistance

The service provider will assist with obtaining replacements if an employee loses important travel documents while traveling, including passport and credit cards. We will not pay the cost of obtaining such replacements.

Emergency Message Transmission

The service provider will make reasonable efforts to receive and transmit emergency messages for an employee to one family member and/or employer.

Emergency Cash Advance

We will, whenever possible, provide employees with a cash advance of up to \$1000 in local currency for emergencies. You or your employee will repay any such emergency cash advance to us within 45 days (without interest). If you or your employee fail to repay to us such advance, then such money becomes a service rendered, and we have the additional rights set out under the Transfer of Rights of Recovery condition.

Legal Access

The service provider will provide employees with an introduction to local attorneys. Assistance will also be provided in obtaining bail bonds in those areas where such bonds are customarily issued. Employees are responsible for contracted legal fees.

Translations & Interpreters

The service provider will provide personal emergency translation services, as well as referrals to interpreter services. When personal presence or other customized interpreter services are required, the employee will be responsible to pay locally the cost of such interpreter services.

Benefits Verification and Claims Assistance

The service provider will assist employees in verifying their medical insurance benefits when hospitalized overseas and we will assist in coordinating overseas claims procedures with their health insurance and any applicable workers compensation insurance and as you direct.

Travel Assistance

Emergency Family Travel Arrangements

The service provider will coordinate emergency travel arrangements for family members who need to join a hospitalized employee, or to accompany the mortal remains of a deceased employee. The costs of travel services are the responsibility of the traveler.

Return of Traveling Companion/Dependents

When the service provider hospitalizes or evacuates an employee and a traveling companion's air ticket is no longer usable, the service provider will arrange, but not pay the cost of, one way air transportation for the companion to the original departure point, or to their place of residence.

At the request of the employee, the service provider will arrange, but not pay the cost of qualified attendants to accompany the return of traveling companions/dependents.

Endorsement

Effective Date APRIL 14, 2025

Policy Number 3598-70-74 ECE

**International Travel
Assistance Services****Travel Assistance
(continued)****Return of Vehicle**

In the event of an employee's hospitalization or medical evacuation, the service provider will arrange, but not pay the cost, to have the employee's unattended vehicle returned to the rental agency or the employee's current principal residence.

Concierge Services

As a benefit to the employee, the service provider will offer a suite of services that assist in making arrangements or purchases that are useful to employees traveling outside of their country of residence.

All costs associated with the purchase and or provision of the concierge services will be the sole responsibility of the employee.

Where available, Concierge Services will include:

- A. Destination profiles: The service provider shall provide information on every country in the world and over 200 cities worldwide, including information on local entertainment, suggested itineraries, and health advisories.
- B. Epicurean needs: The service provider shall arrange the delivery of specialized foods and beverages to the employee's home or office, including gourmet food and fine wine.
- C. Event ticketing: The service provider shall arrange for tickets to sporting events, theater or concert events worldwide as long as the tickets are available for purchase.
- D. Floral services: The service provider shall arrange for the purchase and shipment of flowers and gift baskets to friends, family members, and business associates.
- E. Tee time reservations: The service provider shall provide referrals to golf courses and tee times at golf courses around the world.
- F. Hotel accommodations: The service provider shall offer recommendations on hotels worldwide and book reservations if requested by the employee.
- G. Meet-and-greet services: The service provider shall arrange the pick-up of friends, family members or business associates at airports or other common carrier destinations by limousine personnel.
- H. Personalized retail shopping assistance: The service provider shall arrange for the purchase selected retail items at the employee's request and expense.
- I. Pre-trip assistance: The service provider shall provide information on travel destinations, city profiles, special events, ATM locations, currency exchange rates, immunization and passport requirements, and related services.
- J. Procurement of hard-to-find items: The service provider shall use its best efforts to arrange for an obscure or exotic item at the employee's request.

International Travel Assistance Services

Travel Assistance (continued)

- K. Restaurant referrals and reservations: The service provider shall provide the employee with information on restaurants worldwide and will book reservations if requested.
- L. Rental car reservations: The service provider shall arrange for worldwide reservations through most major rental car agencies.
- M. Commercial airline reservations: The service provider shall arrange for air travel accommodations to destinations worldwide on behalf of the employee.

Security Assistance

Travel Security Information

We will provide the policy holder with access to the online Security Assistance Services through <https://portal.chubbtravelsmart.com>. Policy holder employees can select Information at a region, country or city level to access detailed Travel Security Information reports regarding threats posed in a particular city or country by criminal or terrorist activities or political and civil unrest and other factors affecting travel in cities throughout the world. These reports will include an overall security rating across 6 key categories, security alerts, the latest Security, Health and Exit/Entry information, key local contact numbers and a map.

Emergency Political Repatriation and Relocation

We will reimburse you or your employee for the **insured losses** arising from an **insured event** for **emergency political repatriation** or **emergency relocation** incurred by you or your employee.

The most we will reimburse is \$2,500 Per Employee per **insured event** for **emergency political repatriation** and \$2,500 Per Employee per **insured event** for **emergency relocation**, subject to a policy limit of \$10,000 regardless of the number of **insured events**.

The coverage territory for **Emergency Political Repatriation And Relocation** is anywhere in the world, except for:

- a. the United States of America (including its territories and possessions) and Puerto Rico; and
- b. any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America.

This subsection, Security Assistance, is subject to the following additional definitions:

- **Emergency political repatriation** means repatriation arising from:
 - a. officials of the **resident country** issuing for reasons other than medical, a recommendation that categories of persons, which include employees, should leave the country in which the employee is a temporary resident; or
 - b. an employee being expelled or declared persona non grata on the written authority of the recognized government of the country in which the employee is a temporary resident; or
 - c. the complete seizure, confiscation or expropriation of property, plant or equipment of the Insured by the authority of the recognized government of the country in which the employee is a temporary resident.
- **Emergency relocation** means the return of an employee who has been subject of an **emergency political repatriation** to the country from which the employee was expatriated.
- **Insured event** means the **emergency political repatriation** or **emergency relocation** of an employee which takes place within the **coverage territory for emergency political repatriation or emergency relocation**.

Endorsement

Effective Date APRIL 14, 2025

Policy Number 3598-70-74 ECE

**International Travel
Assistance Services****Security Assistance
(continued)**

- **Insured losses** means:
 - a. transportation costs incurred by you or your employee for **emergency political repatriation** to the employee's **resident country** or to the nearest place of safety outside the country where the **insured event** takes place;
 - b. reasonable accommodation costs incurred by you or your employee, while the subject of **emergency political repatriation**, for a maximum period of seven days;
 - c. economy class transportation costs incurred by you or your employee on any licensed common carrier from a published timetable for **emergency political relocation** of the employee; and
 - d. the fees and expenses of the contracted security provider.
- **Insured losses** does not mean:
 - a. costs, fees or expenses incurred by you or your employee for **emergency political repatriation** or **emergency political relocation** as a result of a violation by you or your employee of the laws or regulations of the country in which the **insured event** takes place;
 - b. costs, fees or expenses incurred by you or your employee for **emergency political repatriation** or **emergency political relocation** as a result of the failure of you or your employee to properly procure or maintain any immigration, work, residence or similar visas, permits or other documentation in the country in which the **insured event** takes place;
 - c. costs, fees or expenses incurred by you or your employee for **emergency political repatriation** or **emergency political relocation** from a debt, insolvency, commercial failure, repossession of property by a titleholder, mortgagee, lien holder or other financial clause;
 - d. costs, fees or expenses incurred by you or your employee for **emergency political repatriation** or **emergency political relocation** for the failure to honor any contractual obligation or bond or obey any condition of a license;
 - e. costs, fees or expenses incurred for **emergency political repatriation** or **emergency political relocation** by nationals of the country in which the **insured event** takes place; or

International Travel Assistance Services

Security Assistance (continued)

- f. costs, fees or expenses for **emergency political repatriation** or **emergency political relocation** caused by or arising out of natural disasters including, but not limited to:
 - 1. earthquake, flood, fire, volcanic eruption or windstorm;
 - 2. ionizing radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
 - 3. the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear components thereof.
- **Resident country** means the country where the employee is a national.

Emergency Natural Disaster Repatriation And Relocation

We will reimburse you or your employee for the **insured losses** arising from an **insured event** due to a **natural disaster** incurred by you or your employee.

The most we will reimburse is \$2,500 Per Employee per **insured event** for **natural disaster repatriation** and \$2,500 Per Employee per **insured event** for **natural disaster relocation**, subject to a policy limit of \$10,000 regardless of the number of **insured events**.

The coverage territory for **natural disaster repatriation** and **natural disaster relocation** is anywhere in the world, except for:

- a. the United States of America (including its territories and possessions) and Puerto Rico; and
- b. any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America.

This subsection, Emergency Natural Disaster Repatriation And Relocation, is subject to the following additional definitions:

- **Insured event** means the **natural disaster repatriation** or **natural disaster relocation** of an employee.
- **Insured losses** means:
 - a. economy class transportation costs incurred by you or your employee for after the **natural disaster** has taken place for relocation or repatriation to the employee's **resident country** or to the nearest place of safety outside the **natural disaster** area where the **insured event** takes place;
 - b. reasonable accommodation costs incurred by you or your employee, while the subject of relocation or repatriation, for a maximum period of seven days. Our obligation is limited to a maximum of \$300 per day or \$2,100 maximum per person, and is subject to the per employee limit, per **insured event** and the policy limit.
 - c. the fees and expenses of the contracted repatriation or relocation provider, if applicable.
- **Insured losses** does not mean:
 - a. costs, fees or expenses incurred by you or your employee for **natural disaster repatriation** or **natural disaster relocation** as a result of a violation by you or your employee of the laws or regulations of the country in which the **insured event** takes place;

Endorsement

Effective Date APRIL 14, 2025

Policy Number 3598-70-74 ECE

**International Travel
Assistance Services****Emergency Natural
Disaster Repatriation
And Relocation
(continued)**

- b. costs, fees or expenses incurred by you or your employee for **natural disaster repatriation** or **natural disaster relocation** as a result of the failure of you or your employee to properly procure or maintain any immigration, work, residence or similar visas, permits or other documentation in the country in which the **insured event** takes place;
- c. costs, fees or expenses incurred by you or your employee for **natural disaster repatriation** or **natural disaster relocation** from a debt, insolvency, commercial failure, repossession of property by a titleholder, mortgagee, lien holder or other financial clause;
- d. costs, fees or expenses incurred by you or your employee for **emergency political repatriation** or **emergency political relocation** for the failure to honor any contractual obligation or bond or obey any condition of a license;
- e. expenses incurred by you or your employee prior to the **natural disaster**.
- **Natural disaster** means a wind, rain, snow, hail, lightning dust or sand storm, earthquake, tsunami, flood, volcanic eruption, wildfire, or similar event that occurs by natural causes and that results in severe and widespread damage.
- **Natural disaster relocation** shall be the removal of an employee who has been the subject of a natural disaster to an area which is outside the natural disaster area within 168 hours of the declaration or recommendation by officials of the host country or United States Department of State, that categories of persons, which include employees, should leave the **natural disaster** area in which the employee is a **temporary resident** due to a **natural disaster** which has occurred.
- **Natural disaster repatriation** shall be the return of an employee to the employee's **resident country** within 168 hours of the declaration or recommendation by officials of the host country or United States Department of State, that categories of persons, which include employees, should leave the **natural disaster** area in which the employee is a **temporary resident** due to a **natural disaster** which has occurred.
- **Resident country** means the country where the employee is a national.
- **Temporary resident** means any North American or Third Country National employee working for less than 90 consecutive days at the time of the **natural disaster** in the country where the **natural disaster** has occurred.

International Travel Assistance Services

Emergency Natural Disaster Repatriation And Relocation (continued)

This subsection, Emergency Natural Disaster Repatriation And Relocation, is subject to the following exclusions:

We will not be responsible for the cost, fees or expenses of services arising from:

- Services provided outside the policy period; if, before the end of the policy period, we have begun to assist an employee with any of the services described herein we will continue to provide those services for up to seven days from the end of the policy period;
- Services rendered prior to the event which gives rise to the declaration of **natural disaster**;
- Services provided for which no charge is normally made;
- Expenses incurred if the original or ancillary purpose of the employee's trip is to obtain medical treatment;
- The commission or attempt to commit an unlawful act;
- Services for which request is made after we have paid the policy limit or incurred expenses which exceed the policy limit;
- Ionizing radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear components thereof;
- The emission, release, dispersal or application of pathogenic or poisonous biological or chemical materials;
- Biological exposures including exposure to microorganisms, toxins or bioactive substances including epidemics, insect infestations and diseases;
- Employees subject to the United States Government workers compensation laws, including Defense Base Act or War Hazards Compensation Act or any amendment or replacement of those acts;
- Employees not defined as **temporary residents**;
- Employees engaged in military service or work offshore;
- Employees who travel into the **natural disaster** area after the **natural disaster** has taken place.

All other terms and conditions remain unchanged.

Authorized Representative



Auto DIC Section

Declarations

Schedule of Forms

Policy Period APRIL 14, 2025 TO APRIL 14, 2026

Effective Date APRIL 14, 2025

Policy Number 3598-70-74 ECE

Insured CAL SAILING CLUB

Name of Company FEDERAL INSURANCE COMPANY

Date Issued MARCH 3, 2025

The following is a schedule of forms issued as of the date shown above:

Form Number	Edition Date	Form Name	Effective Date	Date Issued
80-02-0130	5-00	INTERNATIONAL AUTO LIABILITY DECLARATION	04/14/25	03/03/25
80-02-2054	5-00	INTERNATIONAL AUTOMOBILE LIABILITY	04/14/25	03/03/25
80-02-2496	5-00	HIRED AND NON-OWNED PHYSICAL DAMAGE	04/14/25	03/03/25
80-02-2497	5-00	HIRED AND NON-OWNED	04/14/25	03/03/25

Declarations

Named Insured and Mailing Address

CAL SAILING CLUB
124 UNIVERSITY AVENUE
BERKELEY, CA 94710

Chubb Group of Insurance Companies
202B Hall's Mill Road
Whitehouse Station, NJ 08889

Policy Number 3598-70-74 ECE

Effective Date APRIL 14, 2025

*Issued by the stock insurance company
indicated below, herein called the company.*

**FEDERAL INSURANCE
COMPANY**

Producer No. 0060435

Producer GOWRIE GROUP INC(BURGEE PROGRAM)
70 ESSEX ROAD
WESTBROOK, CT 06498-0000

*Incorporated under the laws of
INDIANA*

Policy Period

From: APRIL 14, 2025 To: APRIL 14, 2026
12:01 A.M. standard time at the Named Insured's mailing address shown above.

Coverage

Limit Of Insurance

BODILY INJURY AND PROPERTY DAMAGE

EACH OCCURRENCE LIMIT \$ 1,000,000

AUTO MEDICAL EXPENSE

EACH PERSON LIMIT \$ 10,000

**HIRED AND NON-OWNED AUTO
PHYSICAL DAMAGE**

EACH VEHICLE LIMIT \$ 2,500

AGGREGATE LIMIT \$ 10,000

Chubb. Insured.SM

International Auto Liability

Table Of Contents

<i>Section</i>	<i>Page No.</i>
<i>Who Is Insured</i>	<i>3</i>
<i>Coverage</i>	<i>4</i>
<i>Extension Of Coverage</i>	<i>5</i>
<i>Limits Of Insurance</i>	<i>5</i>
<i>Threshold Advance</i>	<i>6</i>
<i>Investigation, Defense And Payment Of Damages</i>	<i>7</i>
<i>Supplementary Payments</i>	<i>7</i>
<i>Coverage Territory</i>	<i>8</i>
<i>Bodily Injury And Property Damage Exclusions</i>	<i>8</i>
<i>Auto Medical Expense Exclusions</i>	<i>12</i>
<i>Conditions</i>	<i>13</i>
<i>Definitions</i>	<i>19</i>

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Contract

Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section of this contract.

Throughout this contract the words "you" and "your" refer to the Named **Insured** shown in the Declarations of this policy, and any other person or organization qualifying as a Named **Insured** under this contract. The words "we," "us" and "our" refer to the company providing this insurance.

In addition to the Named **Insured**, other persons or organizations qualify as **insureds**. Those persons or organizations and the conditions under which they qualify are identified in the Who Is Insured section of this contract.

Who Is Insured

You You are an **insured** for any **covered auto**.

Permissive Users Of A Covered Auto

Any person while using a **covered auto** with your permission and in connection with your business is an **insured**.

With respect to any **covered auto**, the following are not included as **insureds**:

- A. any person or organization from whom you lease, hire, rent or borrow a **covered auto**, except for the owner of a trailer connected to an **owned auto** that is used with your permission and in connection with your business;
- B. any owner of a **covered auto** except where the **covered auto** is loaned with your permission and in connection with your business and is owned by:
 - 1. you;
 - 2. your **household member**;
 - 3. an employee;
 - 4. a business partner of yours; or
 - 5. a **household member** of an employee or a business partner of yours; or
- C. any person or organization using a **covered auto** while working in a business of selling, servicing, repairing or parking **autos**, unless that business is yours.

Other Persons Liable For The Conduct Of An Insured

Any person who is not excluded under Permissive Users Of A Covered Auto and who is liable for the conduct of an **insured** is an **insured**, but only to the extent of that liability.

Coverage

Bodily Injury And Property Damage

Subject to the applicable Limits Of Insurance, we will pay damages the **insured** becomes legally obligated to pay by reason of liability imposed by law or assumed under an **insured auto contract** for **bodily injury** or **property damage** to which this insurance applies caused by an **occurrence** arising out of the maintenance or use in your business of any **covered auto**.

This insurance applies to **bodily injury** or **property damage** which occurs during the policy period.

Damages for **bodily injury** include damages claimed by any person or organization for care or loss of services resulting at any time from the **bodily injury**.

Damages for **property damage** which result in loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the **occurrence** that caused it.

Difference In Conditions

Subject to the applicable Limits Of Insurance and the provisions of this policy, the coverages contained in this policy apply except when there is in force locally procured **auto** insurance. In such case, subject to the applicable Limits of Insurance and the provisions of this policy, we will pay damages the **insured** becomes legally obligated to pay by reason of liability imposed by law or assumed under an **insured auto contract** for **bodily injury** or **property damage** to which this insurance applies caused by an **occurrence** arising out of the maintenance or use in your business of any **covered auto** that is not covered under any other insurance.

In no event will we pay damages:

- for coverages broader than the coverages provided by this policy; or
- which increases the liability of the member companies of the Chubb Group of Insurance Companies or any **authorized correspondent**.

Auto Medical Expense

Subject to the applicable Limits Of Insurance, we will pay all **auto medical expenses** incurred by you or each of your **household members** who sustain **bodily injury** caused by an **occurrence** and arising from an **auto**.

Subject to the applicable Limits Of Insurance, we will also pay all **auto medical expenses** incurred by any one else who sustains **bodily injury** caused by an **occurrence** and arising from a **covered auto**.

All **auto medical expenses** must be incurred and reported to us within three years from the date of the **occurrence**.

The **occurrence** must take place during the policy period.

The injured person must submit to examination, at our expense, by physicians of our choice as often as we reasonably require.

Extension of Coverage**Other Kinds Of Insurance**

Subject to the applicable Limits of Insurance, the following Extension Of Coverage is included under your Bodily Injury And Property Damage Coverage.

While a **covered auto** is away from the jurisdiction where it is licensed, we will provide the kinds of insurance (such as no-fault) not otherwise provided by this insurance and that are required under the **compulsory admitted** insurance imposed by the jurisdiction where the **occurrence** takes place.

While a **covered auto** is away from the jurisdiction where it is licensed, and if the terms and conditions required by the **compulsory admitted** insurance imposed by the jurisdiction where the **occurrence** takes place are contrary to the terms and conditions of this insurance, the terms and conditions of such **compulsory admitted** insurance shall be controlling, but only with regard to this Other Kinds of Insurance extension.

Limits Of Insurance

The Limits Of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- **insureds;**
- claims made or **suits** brought; or
- persons or organizations making claims or bringing **suits**.

The Limits Of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

Bodily Injury And Property Damage Limit

The Bodily Injury and Property Damage Limit shown in the Declarations is the most we will pay for the sum of all **bodily injury** and **property damage** arising out of any one **occurrence**, in any jurisdiction, regardless of the number of **covered autos** or other vehicles involved in the **occurrence**.

Limits Of Insurance

(continued)

Bodily Injury And Property Damage And Other Kinds Of Insurance Extension of Limit – Outside Licensed Jurisdiction

While a **covered auto** is away from the jurisdiction in which it is licensed, we will increase the Bodily Injury and Property Damage Limit shown in the Declarations of this insurance by up to a maximum of \$1,000,000 to contribute to or meet, but not exceed, any greater limits of **compulsory admitted** insurance for a **covered auto** required by the jurisdiction where the **occurrence** takes place.

Subject to the maximum limit increase of \$1,000,000 as stated above, we will increase the Bodily Injury and Property Damage Limit shown in the Declarations of this insurance by:

- the difference between the Bodily Injury and Property Damage Limit shown in the Declarations of this insurance and that of the applicable **compulsory admitted** insurance in the jurisdiction where the **occurrence** takes place; or
- the difference between the applicable **compulsory admitted** insurance limit in the jurisdiction in which the **covered auto** is licensed and that of the required **compulsory admitted** insurance limit in the jurisdiction where the **occurrence** takes place,

whichever is less.

Unless otherwise stated, this increase in the Bodily Injury and Property Damage Limit shown in the Declarations of this insurance is excess insurance.

The above maximum limit increase of up to \$1,000,000 will include Other Kinds of Insurance (such as no-fault) not otherwise provide by this insurance, to contribute to or meet, but not exceed, minimum limits of **compulsory admitted** insurance for such insurance for the **covered auto** imposed by the jurisdiction where the **occurrence** takes place. Unless otherwise stated, this insurance is excess insurance.

We will not pay more than once for the same elements of loss because of this extension.

Auto Medical Expense Limit

The Auto Medical Expense Limit shown in the Declarations is the most we will pay under Auto Medical Expense coverage for **auto medical expenses** caused by any one **occurrence** because of **bodily injury** sustained by any person regardless of the number of **covered autos** or vehicles involved in the **occurrence**.

Threshold Advance

The Threshold Advance shown in the Declarations is the most you will be required to pay in advance for the sum of all damages and Supplementary Payments during the policy period, in any **non-admitted jurisdiction**, as set forth in Advances or Reimbursements For Damages and Supplementary Payments. When the amount of damages or Supplementary Payments exceeds the Threshold Advance, we will advance our portion of such damages or Supplementary Payments to you or any other **insured**, in accordance with the provisions of this insurance.

**Investigation,
Defense, And
Payment Of Damages**

When this insurance is primary, we will have the right and duty to defend, any **insured** against a suit seeking damages to which this insurance applies.

We will have the right, but not the duty, to defend any **insured** against a **suit** seeking damages to which this insurance applies in a **non-admitted jurisdiction**.

However, we will have no duty to defend any **insured** against a **suit** seeking damages to which this insurance does not apply.

When this insurance is excess, we will have no duty to defend any **insured** against a **suit** seeking damages to which this insurance applies when another insurer has a duty to defend. If no other insurer defends:

- we will undertake to defend any **suit** seeking damages to which this insurance applies in any jurisdiction, other than a **non-admitted jurisdiction**; or
- at our option, we may undertake to defend any **suit** seeking damages to which this insurance applies in any **non-admitted jurisdiction**.

We will be entitled to the **insured**'s rights against all those other insurers.

We may at our discretion investigate any **occurrence** to which this insurance applies; and settle any claim or **suit** that may result.

If we do not exercise our right to defend any **suit** seeking damages to which this insurance applies, we will advance or reimburse funds to you or any other **insured**, in accordance with the Advances Or Reimbursements For Damages and Supplementary Payments provisions of this contract.

The amount we will pay for damages is limited as described in Limits Of Insurance.

When we have used up the applicable amount of insurance available in payment of judgments or settlements, we will have no further obligation or liability to pay sums or perform acts or services. This applies both to claims or **suits** pending at that time and those filed thereafter.

**Supplementary
Payments**

We will pay, with respect to any claim we investigate or settle, or any **suit** against an **insured** we defend, or you defend after agreement by us:

- all expenses we incur;
- at our sole option, up to \$2000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the **bodily injury** liability coverage applies;
- at our sole option, the premium amount of bonds to release attachments, but only for premium amounts within the amount of insurance available;
- 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 \$300 a day because of time off from work;

Supplementary Payments

(continued)

- costs taxed against the **insured** in the **suit**;
- prejudgment interest awarded against the **insured** on the part of that judgment we pay. If we make an offer to pay the Limits Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer; and
- 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 Limits Of Insurance.

These payments will not reduce the Limits Of Insurance.

When we have used up the applicable amount of insurance available in payment of judgments or settlements, we will have no further obligation or liability to pay Supplementary Payments incurred after such time.

Coverage Territory

This insurance applies anywhere in the world outside the **United States** and Canada. However, the **insured's** responsibility to pay damages to which this insurance applies must be determined in a **suit** on the merits, either inside or outside the **United States** or Canada or in a settlement we agree to.

Bodily Injury And Property Damage Exclusions

Care, Custody Or Control

This insurance does not apply to **property damage** to property owned or transported by the **insured** or in the **insured's** care, custody or control.

This exclusion does not apply to liability assumed under a sidetrack agreement.

Completed Operations

This insurance does not apply to **bodily injury** or **property damage** arising out of **your work** after that work has been completed or abandoned.

Your work will be deemed completed at the earliest of the following times:

- when all of the work called for in your contract has been completed;
- when all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

**Bodily Injury And
Property Damage
Exclusions***(continued)***Contractual Liability**

This insurance does not apply to **bodily injury** or **property damage** for which the **insured** is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages:

- that the **insured** would have in the absence of the contract or agreement; or
- assumed in an oral or written contract or agreement that is an **insured auto contract**, provided the **bodily injury** or **property damage** occurs subsequent to the execution of the contract or agreement.

When a claim for such **bodily injury** or **property damage** is made in any jurisdiction, other than a **non-admitted jurisdiction**, we will undertake to defend that claim provided the **insured** has assumed the obligation to defend such claim in the **insured auto contract**. Such defense payments will not reduce the Limits Of Insurance.

**Employee Indemnification
And Employer's Liability**

This insurance does not apply to **bodily injury** to:

- A. an employee of the **insured** arising out of and in the course of:
 - 1. employment by the **insured**; or
 - 2. performing duties related to the conduct of the **insured's** business; or
- B. the spouse, child, parent, brother or sister of that employee as a consequence of A. above.

This exclusion applies:

- whether the **insured** may be liable as an employer or in any other capacity; and
- to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to **bodily injury** to domestic employees not entitled to workers compensation benefits or to liability assumed by the **insured** under an **insured auto contract**.

**Expected Or Intended
Injury**

This insurance does not apply to **bodily injury** or **property damage** which results from an act that:

- is intended by the **insured**; or
- can be expected from the standpoint of a reasonable person

to cause **bodily injury** or **property damage**, even if the injury or damage is of a different degree or type than actually intended or expected.

**Bodily Injury And
Property Damage
Exclusions**
(continued)

Fellow Employee

This insurance does not apply to **bodily injury** to any fellow employee of the **insured** arising out of and in course of the fellow employee's employment.

Handling Of Property

This insurance does not apply to **bodily injury** or **property damage** resulting from the handling of property:

- before it is moved from the place where it is accepted by the **insured** for movement into or onto the **covered auto**; or
- after it is moved from the **covered auto** to the place where it is finally delivered by the **insured**.

**Movement Of Property By
Mechanical Device**

This insurance does not apply to **bodily injury** or **property damage** resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the **covered auto**.

Nuclear Energy

This insurance does not apply to:

A. **bodily injury** or **nuclear property damage**:

1. with respect to which an **insured** under this policy is also an **insured** under a nuclear energy liability policy issued by:

- a. Nuclear Energy Liability Insurance Association, American Nuclear Insurers, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors;
- b. any similar insurer or association of insurers in any jurisdiction;
- c. any sovereign nation, or agency or political subdivision thereof; or
- d. any multinational government agency or institution; or

with respect to which an **insured** under this policy would be an **insured** under any such nuclear energy liability policy but for its termination upon exhaustion of its Limits Of Insurance; or

2. resulting from the **hazardous properties** of **nuclear material** and with respect to which:
 - a. any person or organization is required to maintain financial protection pursuant to:
 - i) the U.S. Atomic Energy Act of 1954, or any law amendatory thereof; or
 - ii) any similar law or directive of:
 - 1) any other sovereign nation, or agency or political subdivision thereof; or

**Bodily Injury And
Property Damage
Exclusions****Nuclear Energy**
(continued)

- 2) any multinational government agency or institution; or
 - b. the **insured** is, or had this policy not been issued would be, entitled to indemnity from:
 - i) the **United States**, or any agency thereof;
 - ii) any other sovereign nation, or agency or political subdivision thereof; or
 - iii) any multinational government agency or institution,
all under any agreement entered into by the United States of America, or any agency thereof, or by such other sovereign nations, agencies, political subdivisions or institutions as apply, with any person or organization; and
- B. **bodily injury or nuclear property damage** resulting from the **hazardous properties of nuclear material** if:
 - 1. the **nuclear material**:
 - a. is at any **nuclear facility** owned by, or operated by or on behalf of, an **insured**; or
 - b. has been discharged or dispersed therefrom;
 - 2. the **nuclear material** is contained in **spent fuel** or **nuclear waste** at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of any **insured**; or
 - 3. the **bodily injury or nuclear property damage** arises out of the furnishing by an **insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any **nuclear facility**.

Operations

This insurance does not apply to **bodily injury or property damage** arising out of the operation of any equipment listed in paragraphs F.2. and F.3. of the definition of **mobile equipment**.

Pollution

- A. This insurance does not apply to **bodily injury or property damage** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants**:
 - 1. that are, or that are contained, in any property that is:
 - a. being transported or towed by, or handled for movement into, onto or from, the **covered auto**;
 - b. otherwise in the course of transit by the **insured**; or
 - c. being stored, disposed of, treated or processed in or upon the **covered auto**;
 - 2. before the **pollutants** or any property in which the **pollutants** are contained are moved from the place where they are accepted by the **insured** for movement into or onto the **covered auto**; or

Bodily Injury And Property Damage Exclusions

Pollution (continued)

3. after the **pollutants** or any property in which the **pollutants** are contained are moved from the **covered auto** to the place where they are finally delivered, disposed of or abandoned by the **insured**.
- B. This insurance does not apply to any loss, cost or expense arising out of any governmental claim, **suit**, direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, extract or in any way respond to, or assess the effects of **pollutants**.

Paragraph A.1.c. does not apply to fuels, lubricants, fluids, exhaust gases or other similar **pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the **covered auto** or its parts, if:

- A. the **pollutants** escape or are discharged, dispersed or released directly from an **auto** part designed by its manufacturer to hold, store, receive or dispose such **pollutants**; and
- B. the **bodily injury** or **property damage** does not arise out of the operation of any equipment listed in paragraphs F.2. and F.3. of the definition of **mobile equipment**.

Paragraphs A.2. and A.3. of this exclusion do not apply if:

- A. the **pollutants** or any property in which the **pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of a **covered auto** and
- B. the discharge, dispersal, release or escape of the **pollutants** is caused directly by such upset, overturn or damage.

Statutory Obligations To Employees

This insurance does not apply to any obligation for which the **insured** or the **insured's** insurer may be held liable under:

- a workers' compensation, disability benefits or unemployment compensation law, or any similar law providing benefits for death, sickness, disease, injury, disability or unemployment;
- a law providing social security or employment retirement income security benefits; or
- an **employment severance law**.

War

This insurance does not apply to **bodily injury** or **property damage** due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

Auto Medical Expense Exclusions

Auto Related Business

This insurance does not apply to **auto medical expenses** arising out of **bodily injury** to any person while working in a business of selling, servicing, repairing or parking **autos**, unless that business is yours.

**Auto Medical
Expense
Exclusions**
(continued)

**Bodily Injury To Your
Employee**

This insurance does not apply to **auto medical expenses** arising out of **bodily injury** to an **insured** who is your employee arising out of and in the course of employment by you.

This exclusion does not apply to **auto medical expenses** arising out of **bodily injury** to an **insured** who is an employee of yours not entitled to workers' compensation benefits.

Nuclear Energy

This insurance does not apply to **auto medical expenses** arising out of **bodily injury** resulting from the **hazardous properties** of **nuclear material** and arising out of the operation of a **nuclear facility** by any person or organization.

Unauthorized Use

This insurance does not apply to **auto medical expenses** arising out of **bodily injury** to anyone using a vehicle without a reasonable belief that the person is entitled to do so.

**Vehicle Used As A
Premises**

This insurance does not apply to **auto medical expenses** arising out of **bodily injury** sustained by an **insured** while in, upon, getting in, on, out or off a vehicle located for use as a premises.

Conditions

**Advances Or
Reimbursements For
Damages And
Supplementary Payments**

We will advance or reimburse funds to you or any other **insured**, as set forth below, for payment of damages or Supplementary Payments incurred by you or any other **insured**, to which this insurance applies, when such damages or Supplementary Payments result from a claim or **suit** where:

- the claim or **suit** takes place in a **non-admitted jurisdiction**;
- we do not exercise our right to defend a claim or **suit** seeking damages to which this insurance applies; or
- by mutual agreement with you or any other **insured**, or by court order, you or any other **insured** assume control of the defense of a claim or **suit** seeking damages to which this insurance applies.

We will reimburse funds to you or any other **insured** to pay our portion of such damages or Supplementary Payments when they are less than or equal to the Threshold Advance shown in the Declarations of this insurance. We will make such reimbursements in a jurisdiction that is mutually acceptable.

We will advance funds to you or any other **insured** to pay our portion of such damages or Supplementary Payments when they are greater than the Threshold Limit of Insurance. We will make such advancements in a jurisdiction that is mutually acceptable.

We will advance or reimburse funds until we have used up the Limits Of Insurance available, as provided under Investigation, Defense And Payment Of Damages.

Conditions

(continued)

Arbitration

We are entitled to exercise all of the **insured**'s rights in the choice of arbitrators and the conduct of any arbitration proceeding, except when the proceeding is between the **insured** and us.

Bankruptcy

Bankruptcy or insolvency of the **insured** or the **insured**'s estate will not relieve us of any obligation to which this insurance applies.

Compulsory Admitted Insurance

This insurance is not a substitute for **compulsory admitted** insurance in any jurisdiction, whether or not this insurance would qualify as **compulsory admitted** insurance in a given jurisdiction or is accepted by the appropriate authorities as proof of **compulsory admitted** insurance.

You alone have the duty under this insurance to arrange for **compulsory admitted** insurance for you, any other **insured** and any **covered auto**:

- that satisfies the **compulsory admitted** insurance requirements of the jurisdiction where your **covered auto** is licensed; or
- when away from the jurisdiction where your **covered auto** is licensed, that satisfies the **compulsory admitted** insurance requirements of that jurisdiction.

Unless otherwise stated, if you do not arrange for **compulsory admitted** insurance, we shall only be liable to you to the same extent as if you had arranged for such **compulsory admitted** insurance.

Whether or not we make any payment under the terms and conditions of this policy for **compulsory admitted** insurance for which we are liable, this insurance is not a substitute for **compulsory admitted** insurance.

Concealment Or Misrepresentation

This insurance is void if you or any other **insured** intentionally conceals or misrepresents any material fact or circumstance relating to this insurance at any time.

Currency Provision

We will pay any loss in the same currency as the currency of the Limits Of Insurance stated in the Declarations, unless otherwise provided.

When payment of a loss involves any currency other than that of the Limits Of Insurance shown in the Declaration, we will convert the value of the loss to the currency of the Limits Of Insurance shown in the Declarations at the free rate of exchange as published by *The Wall Street Journal*, as of the date of loss, or, for ongoing payments as of the date of the respective payment.

After we make any conversion from another currency, we will apply all other terms of this insurance to determine the amount of our final loss obligation,

At our sole option, and upon your request, we will also pay loss covered by this insurance in any currency.

Conditions*(continued)***Duties In The Event Of
Occurrence Claim Or Suit**

- A. You must see to it that we are notified as soon as practicable of an **occurrence** which may result in a claim or **suit**. To the extent possible, notice should include:
1. how, when and where the **occurrence** took place;
 2. the names and addresses of any injured persons and witnesses; and
 3. the nature and location of any injury or damage arising out of the **occurrence**.
- 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 in writing as soon as practicable.
- C. You and any other involved **insured** must:
1. immediately send us copies of any demands, notices, summonses or 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:
 - a. investigation or settlement of the claim or
 - b. defense of the **suit**; and
 4. assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the **insured** because of injury or damage to which this insurance may also apply.
- D. No **insured** will, except at that **insured**'s own cost, 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**, the injured person or any other claimant and given to any licensed agent of ours with particulars sufficient to identify the **insured**, shall be deemed notice to us.
- F. Notice may also be given, by contacting our Multinational Claim Unit at:
- Chubb Group of Insurance Companies
One Financial Center
Boston, Massachusetts 02111
- EMAIL: MCU@Chubb.Com
- FACSIMILE: 1-877-200-5202
- TELEPHONE: 1-877-200-5200
- VIA INTERNET: <http://www.chubb.com>
click on *Report a Loss* and then on *Multinational
Claim Notification and Information or Status Request*.
- G. Knowledge of an **occurrence** by any agent or employee of the **insured** will not constitute knowledge by the **insured**, unless an officer or his or her designee receives such notice from its agent or employee.
- H. Failure of any agent or employee of the **insured**, other than an officer or his or her designee to notify us of any **occurrence** which he or she knows about will not affect the insurance afforded you by this contract.

Conditions

Duties In The Event Of Occurrence Claim Or Suit (continued)

- I. If the **insured** reports any **occurrence** as Workers Compensation claim which later develops into a liability claim, the failure to report such **occurrence** to us will not violate this provision provided the **insured** gives us immediate notice as soon as they are made aware of the fact that the **occurrence** is a claim under this contract.

Joint Duties In A Non-Admitted Jurisdiction Or Where We Do Not Exercise Our Right To Defend

For an **occurrence**, claim or **suit** to which this insurance applies that arises in a **non-admitted jurisdiction** or anywhere we do not exercise our right to defend a claim or **suit**, we will consult with you and with any other **insured**.

You or any other **insured** must:

- make such investigation, defense or settlement as we deem reasonable;
- obtain our approval for any payment; and
- effect approved payments to others, in accordance with the terms of this insurance.

We retain the right to assume control of any investigation, defense, settlement or recovery proceedings. You or any other **insured** have the duty to cooperate with us in these proceedings.

Legal Action Against Us

No person or organization has a right under this insurance:

- to join us as a party or otherwise bring us into a **suit** asking for damages from an **insured**; or
- to sue us on this insurance 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** obtained after:

- an actual trial in a civil proceeding;
- an arbitration proceeding; or
- an alternative resolution proceeding,

but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable Limits Of Insurance.

Liberalization

If we adopt any policy changes while this insurance is in force (or within 45 days prior to its effective day) which would broaden or extend this insurance without an additional premium charge, you will automatically receive the benefit of the broadened coverage.

Other Insurance

If **admitted** insurance or **other non-admitted** insurance is available to the **insured** for a loss to which this insurance applies, our obligations are limited.

If a loss to which this insurance applies would have been paid, in whole or in part, under any **compulsory admitted** insurance that is not available to the **insured** for any **owned auto** while in the jurisdiction where it is licensed, in accordance with any **compulsory admitted** insurance of that jurisdiction, our obligations are limited.

Conditions**Other Insurance
(continued)**

Our obligations are limited as follows:

A. Excess Insurance

This insurance is excess of any **admitted** insurance whether primary, excess, contingent or on any other basis, that is:

- **compulsory admitted** insurance available to the **insured** for any **covered auto** while in any jurisdiction; or
- **compulsory admitted** insurance not available to the **insured** for any **owned auto** while in the jurisdiction where it is licensed, in accordance with any **compulsory admitted** insurance of that jurisdiction.

When this insurance is excess as described above, we will pay only our share of the amount of the loss that exceeds the sum of:

1. the total sum of all **compulsory admitted** insurance available to the **insured** for any **covered auto** while in any jurisdiction pays for the loss in the absence of this insurance; or
2. the total amount of all **compulsory admitted** insurance not available to the **insured** for any **owned auto** while in the jurisdiction where it is licensed, in accordance with any **compulsory admitted** insurance of that jurisdiction, would pay for the loss in the absence of this insurance; and
3. the total of all deductible amounts under all **compulsory admitted** insurance stated in A.1. and A.2. above.

B. Primary Insurance

This insurance is primary except when A. above applies. If this insurance is primary, our obligations are not affected unless any of the **admitted** insurance or **other non-admitted** insurance is also primary. Then, we will share with all that other insurance by the method described in C. below.

C. Method of Sharing

If all **admitted** insurance or **other non-admitted** insurance permits contribution by equal share, we will also follow this method. Under this method, each insurer contributes equal amounts until it has paid its applicable Limits Of Insurance or none of the loss remains, whichever comes first.

If any other **admitted** insurance or **other non-admitted** insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limits Of Insurance to the total applicable Limits of Insurance of all insurers.

Payments To First Named Insured

All losses and other payments will, at our option be payable to the first named **insured** without regard to the first named **insured**'s obligations to others. We will not be responsible for the proper application of any payment we make to the first named **insured**. If we make payment to any **insured** other than the first named **insured**, such payment will be treated as though made to the first named **insured**. We will also not be liable for loss sustained by one **insured** to the advantage of any other **insured**.

Conditions

(continued)

Premium Audit

The premium for this insurance is stated in the Premium Statement.

If the premium for this insurance is based upon the number of trips made outside the **United States** and Canada, then you will give us an estimate of the number of trips and, at our option, the length of trips for the upcoming year.

If the premium for this insurance is based on the number of **owned autos**, the number of **owned autos** shall be disclosed to us.

The premium shown on the Premium Statement is a deposit premium only. You shall maintain records of the information necessary for premium computation and shall send copies to us at such times during or after the policy period as we may direct.

You will let us examine and audit all our records that relate to this insurance. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records and programs for storing and disbursing data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to develop the final premium.

Separation Of Insureds

Except with respect to the Limits Of Insurance and any rights or duties specifically assigned in this insurance to the first named **insured**, this insurance applies:

- as if each named **insured** were the only named **insured**; and
- separately to each **insured** against whom claim is made or **suit** is brought.

Transfer Of Rights Of Recovery

Other than for any **auto medical expenses**, if you or any other **insured** have rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us. You or any other **insured** must do nothing after loss to impair them. At our request, you or any other **insured** will bring legal action to enforce such rights or transfer those rights to us and help us enforce them.

You alone may waive your rights against another party in writing:

1. prior to loss; or
2. after a loss only if, at the time of loss, that party is one of the following:
 - a. someone **insured** by this insurance;
 - b. an individual who owns or controls the majority of capital stock of an **insured**; or
 - c. a related business firm:
 - (1) majority-owned or controlled by an **insured**; or
 - (2) that owns or controls the majority of capital stock of an **insured**.

However, you may not waive any of your rights against any individual or entity described in paragraph 2. above, to the extent that there is collectable **admitted** insurance or **other non-admitted** insurance maintained by any such individual or entity with an insurer other than us.

Definitions**WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT:****Admitted**

Admitted means any contract of insurance that is issued:

- by a state fund, sovereign state fund or an insurer licensed or permitted by law to do business in the jurisdiction where the **occurrence** took place; and
- to you or any other **insured**; or
- to someone (other than you or any other **insured**) covering your interests.

Admitted does not include any contract of insurance specifically obtained to apply in excess of the Limits Of Insurance stated in the Declarations of this policy.

Agreed Settlement

Agreed settlement means a settlement and release of liability signed by us, the **insured** and the claimant or the claimant's legal representative.

Authorized Correspondent

Authorized correspondent means any privately controlled insurer, other than a member company of the Chubb Group of Insurance Companies, that we indicate is our correspondent, but only for each specific insurance transaction we authorize.

Auto

Auto means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But **auto** does not include **mobile equipment**.

Auto Medical Expense

Auto medical expense means reasonable expenses for:

- first aid at the time of an **occurrence**;
- necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- necessary ambulance, hospital, professional nursing and funeral services.

Bodily Injury

Bodily injury means physical:

- injury,
- sickness, or
- disease

sustained by a person and, if arising out of the foregoing, mental anguish, mental injury, shock, humiliation or death at any time.

By-Product Material

By-product material means the meanings given to them by the U.S. Atomic Energy Act of 1954 or in any law amendatory thereof.

Definitions

(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT:**Comity Of Nations**

Comity of nations means the recognition accorded by the courts of one nation to the laws and judicial decisions of another, granted as a matter of deference when there is no legal obligation to do so.

Compulsory Admitted

Compulsory admitted means any **admitted** insurance that is required to be in force to satisfy the legal requirements of a given jurisdiction.

Covered Auto

Covered auto means any **owned auto**, **hired auto** or **non-owned auto**.

Employment Severance Law

Employment severance law means any law that obliges an employer to pay an established amount of compensation or benefits to a present or former employee, partner, director or trustee as a result of the voluntary or involuntary termination of the employment of that present or former employee, partner, director or trustee.

Hazardous Properties

Hazardous properties means radioactive, toxic or explosive properties.

Hired Auto

Hired auto means any **auto** leased, hired or rented by you or any other **insured** for a period less than sixty (60) consecutive days.

Household Member

Household member means:

- any person related to you, an employee or your business partner by blood, marriage, or adoption, including a ward or foster child, who resides with you, an employee or your business partner during the policy period; or
- any person employed by you, an employee or your business partner during the policy period, as a domestic employee whom you, an employee or business partner compensates by salary or wage and have the right to govern and direct in the performance of such household service.

Insured

Insured means any person or organization qualifying as an **insured** under the Who Is Insured provisions and against whom claim is made or **suit** is brought.

Definitions*(continued)***WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT:*****Insured Auto Contract*****Insured auto contract** means:

- a lease of premises;
- a sidetrack agreement;
- any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- an obligation as required by ordinance, to indemnify a municipality, except in connection with work for a municipality
- that part of any contract or agreement entered into, as part of your business, by you or any of your employees pertaining to the rental or lease of any **covered auto**; or
- that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the **tort liability** of another party to pay for **bodily injury** or **property damage** to a third person or organization.

An **insured auto contract** does not include that part of any contract or agreement:

- that is entered into after an **occurrence**;
- that holds a person or organization engaged in the business of transporting property by **auto** harmless for you or any **insured's** use of a **covered auto** over a route or territory that person or organization is authorized to serve by public authority.

Long Term Hired Auto**Long term hired auto** means any **auto** leased, hired or rented by you for sixty (60) consecutive days or longer.***Mobile Equipment*****Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

- A. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- B. vehicles maintained for use solely on or next to premises you own, rent or occupy;
- C. vehicles that travel on crawler treads;
- D. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - 1. power cranes, shovels, loaders, diggers or drills; or
 - 2. road construction or resurfacing equipment such as graders, scrapers or rollers;

Definitions**WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT:****Mobile Equipment**
(continued)

- E. vehicles not described in A., B., C. or D. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
1. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 2. cherry pickers and similar devices used to raise or lower workers; and
- F. Vehicles not described in A., B., C. or D. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:

1. equipment designed primarily for:
 - a. snow removal;
 - b. road maintenance, but not construction or resurfacing; or
 - c. street cleaning;
2. cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
3. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

Non-admitted Jurisdiction

Non-admitted jurisdiction means any jurisdiction where we are not licensed or permitted by law to issue insurance or are prevented by law or otherwise from investigating, settling or defending an **occurrence**, claim or **suit**.

Non-owned Auto

Non-owned auto means:

- any **auto**, other than an **owned auto** or **hired auto**; or
- **mobile equipment** while being carried or towed by a **covered auto**.

Nuclear Facility

Nuclear facility means:

- A. any **nuclear reactor**,
- B. any equipment or device designed or used for:
1. separating the isotopes of uranium or plutonium;
 2. processing or utilizing **spent fuel**; or
 3. handling, processing or packaging **nuclear waste**;

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT:

Nuclear Facility
(continued)

- C. **special nuclear material** if at any time the total amount of such material in the custody of the **insured** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- D. any structure basin, excavation, premises or place prepared or used for the storage or disposal of **nuclear waste**, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operation.

Nuclear Material**Nuclear material** means **source material**, **special nuclear material** or **by-product material**.**Nuclear Property Damage****Nuclear property damage** means **property damage** including all forms of radioactive contamination of property.**Nuclear Reactor****Nuclear reactor** means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.**Nuclear Waste****Nuclear waste** means any waste material:

- containing **by-product material** other than the tailings or waste material produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its **source material** content; and
- resulting from the operation by any person or organization of any **nuclear facility** included within the definition of **nuclear facility** under paragraph A. or B.

Occurrence**Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.**Other Non-admitted****Other non-admitted** means any contract of insurance that:

- is issued by a state fund or an insurer not licensed or permitted by law to do business in the jurisdiction where the property or exposure to loss is located; and
- is issued to you or any other **insured**; or
- is issued to someone (other than you or any other **insured**) covering your interests.

Other non-admitted does not include:

- this contract of insurance; or
- any contract of insurance specifically obtained to apply in excess of the Limits of Insurance stated in the Declarations of this insurance.

Definitions
(continued)

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT:

Owned Auto

Owned auto means:

- any **auto** you own,
- any **long term hired auto**, or
- any trailers you do not own while attached to any **auto** you own or **long term hired auto**.

Pollutants

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes material to be disposed of, recycled, reconditioned or reclaimed.

Property Damage

Property damage means:

- physical injury to tangible property including the resulting loss of use of that property; or
- loss of use of tangible property that is not physically injured.

Source Material

Source material means the meanings given to them by the U.S. Atomic Energy Act of 1954 or in any law amendatory thereof.

Special Nuclear Material

Special nuclear material means the meanings given to them by the U.S. Atomic Energy Act of 1954 or in any law amendatory thereof.

Spent Fuel

Spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a **nuclear reactor**.

Suit

Suit means a civil proceeding in which damages because of **bodily injury** or **property damage** to which this insurance applies are alleged. **Suit** also includes an arbitration proceeding alleging such damages to which the **insured** must submit or submits with our consent.

Suit also includes a civil proceeding seeking recognition or enforcement of an unsatisfied civil judgment rendered against the **insured**. This civil proceeding must take place outside the jurisdiction where the civil judgment was entered and be based upon:

- bilateral treaties between sovereign nations;
- multinational conventions; or
- **comity of nations**.

Tort Liability

Tort liability means liability that would be imposed by law in the absence of any contract or agreement.

Definitions*(continued)***United States****WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT:**

United States means the United States of America, its territories and possessions, including American Samoa, Guam, the U.S. Virgin Islands, the Commonwealth of the Northern Mariana Islands and the Commonwealth of Puerto Rico.

United States does not include:

- the Federated States of Micronesia;
- the Republic of the Marshall Islands; or
- the Republic of Palau.

The Federated States of Micronesia and the Republic of the Marshall Islands are former U.S. trust territories, now independent nations. The Republic of Palau is not subject to U.S. laws, but is at present a U.S. trust territory.

Your Work

Your work means:

- work or operations performed by you or on your behalf; and
- materials, parts or equipment furnished in connection with such work or operations.

Your work includes:

- warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**; and
- the providing of or failure to provide warnings or instructions.

Auto DIC Section

Endorsements

Endorsement

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

This Endorsement applies to the following forms:

INTERNATIONAL AUTOMOBILE LIABILITY

Under Coverage, the following provision is added:

Coverage**Hired And Non-owned
Auto Physical Damage**

Subject to the applicable Limit Of Insurance, we will pay damages to repair or replace any **physical damage** to a **hired auto** or **non-owned auto** to which this insurance applies caused by an **occurrence** and arising out of the maintenance or use in your business of such **hired auto** or **non-owned auto**.

This insurance applies to **physical damages** which occur during the policy period.

Under Limits Of Insurance, the following provisions are added:

Limits Of Insurance**Hired And Non-owned
Auto Physical Damage
Aggregate Limit**

Subject to the Hired And Non-owned Auto Physical Damage Each Vehicle Limit, the Hired And Non-owned Auto Physical Damage Aggregate Limit is the most we will pay for the sum of all damages to repair or replace any **physical damage** under **hired** and **non-owned auto physical damage** coverage.

Limits Of Insurance

(continued)

Hired And Non-owned Auto Physical Damage Each Vehicle Limit

The Hired And Non-owned Auto Physical Damage Each Vehicle Limit is the most we will pay for damages to repair or replace any **physical damage** to a **hired auto** or **non-owned auto** arising out of any one **occurrence** in any jurisdiction.

Any amount paid for damages arising out of an **occurrence** will reduce the amount of the Hired And Non-owned Auto Physical Damage Aggregate Limit available for payment of damages arising out of any other **occurrence**.

If the Hired And Non-owned Auto Physical Damage Aggregate Limit has been reduced by payment of damages to an amount that is less than the Hired And Non-owned Auto Physical Damage Each Vehicle Limit stated in the Declarations, the remaining Hired And Non-owned Auto Physical Damage Aggregate Limit is the most that will be available for payment of damages arising out of any other **occurrence**.

Hired And Non-owned Auto Physical Damage Deductible

Subject to the applicable Limit of Insurance, our obligation to pay damages to, or on behalf of, the **insured** for **physical damage** to a **hired auto** or **non-owned auto** caused by an **occurrence** arising out of the maintenance or use in your business of a **hired auto** or **non-owned auto** applies only to the amount of damages in excess of the deductible amount shown in the Declarations.

The deductible amount shown in the Declarations applies to all **physical damage** caused by any one **occurrence** arising out of the maintenance or use in your business of any **hired auto** or **non-owned auto** that sustains damages because of an **occurrence**.

We may pay any part or all of the deductible amount to settle any claim, and when notified, you will promptly reimburse us for any deductible paid.

Under Definitions, the following definitions are added:

Definitions

Physical Damage

Physical damage means physical injury.

Physical damage does not include:

- wear and tear;
 - mechanical breakdown;
 - electrical breakdown; or
- blowouts, punctures or other damage to tires.

All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

This Endorsement applies to the following forms:

INTERNATIONAL AUTOMOBILE LIABILITY

Under Definitions, the definition titled Covered Autos is deleted and replaced by the following:

Definitions**Covered Auto**

Covered auto means any **hired auto** or **non-owned auto**.

Under Who Is Insured, the provision titled Permissive Users Of A Covered Auto is deleted and replaced by the following:

Who Is Insured**Permissive Users Of A Covered Auto**

Any person while using a **covered auto** with your permission and in connection with your business is an **insured**.

With respect to any **covered auto**, the following are not included as **insureds**:

- A. any person or organization from whom you lease, hire, rent or borrow a **covered auto**;
- B. any owner of a **covered auto**; or
- C. any person or organization using a **covered auto** while working in a business of selling, servicing, repairing or parking **autos**, unless that business is yours.

Under Conditions, the provision titled Other Insurance is deleted and replaced with the following:

Conditions

Other Insurance

If **admitted** insurance or **other non-admitted** insurance is available to the **insured** for a loss to which this insurance applies, our obligations are limited.

Our obligations are limited as follows:

A. Excess Insurance

This insurance is excess of any **admitted** insurance whether primary, excess, contingent or on any other basis, that is **compulsory admitted** insurance available to the **insured** for any **covered auto** while in any jurisdiction.

When this insurance is excess as described above, we will pay only our share of the amount of the loss that exceeds the sum of:

1. the total sum of all **compulsory admitted** insurance available to the **insured** for any **covered auto** while in any jurisdiction pays for the loss in the absence of this insurance; and
2. the total of all deductible amounts under all **compulsory admitted** insurance stated in A.1. above.

B. Primary Insurance

This insurance is primary except when A. above applies. If this insurance is primary, our obligations are not affected unless any of the **admitted** insurance or **other non-admitted** insurance is also primary. Then, we will share with all that other insurance by the method described in C. below.

C. Method of Sharing

If all **admitted** insurance or **other non-admitted** insurance permits contribution by equal share, we will also follow this method. Under this method, each insurer contributes equal amounts until it has paid its applicable Limits Of Insurance or none of the loss remains, whichever comes first.

If any other **admitted** insurance or **other non-admitted** insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limits Of Insurance to the total applicable Limits of Insurance of all insurers.

All other terms and conditions remain unchanged.

Authorized Representative



Common Policy Conditions Section

Policy Conditions**Schedule of Forms**

Policy Period APRIL 14, 2025 TO APRIL 14, 2026

Effective Date APRIL 14, 2025

Policy Number 3598-70-74 ECE

Insured CAL SAILING CLUB

Name of Company FEDERAL INSURANCE COMPANY

Date Issued MARCH 3, 2025

The following is a schedule of forms issued as of the date shown above:

<i>Form Number</i>	<i>Edition Date</i>	<i>Form Name</i>	<i>Effective Date</i>	<i>Date Issued</i>
80-02-9001	6-98	HOW TO REPORT A LOSS	04/14/25	03/03/25
80-02-9090	6-05	COMMON POLICY CONDITIONS	04/14/25	03/03/25
80-02-9717	9-15	CALIFORNIA MANDATORY-CANC/NONRENWAL	04/14/25	03/03/25
80-02-9790	3-12	COND - CIVIL UNIONS OR DOMESTIC PARTNERSHIPS	04/14/25	03/03/25
80-02-9800	12-08	INSURING AGREEMENT	04/14/25	03/03/25
99-10-0460	2-97	DIRECT BILL NOTICE	04/14/25	03/03/25
99-10-0732	1-15	NOTICE TO POLICYHOLDERS-TRIPRA	04/14/25	03/03/25
99-10-0792	9-04	IMPORTANT NOTICE - OFAC	04/14/25	03/03/25
99-10-0872	6-07	AOD POLICYHOLDER NOTICE	04/14/25	03/03/25

Contract**Conditions**

The following Conditions are included under each part of the policy, unless stated otherwise.

Audit Of Books And Records

We may audit your books and records as they relate to this insurance at any time during the term of this policy and up to three years afterwards.

Cancellation

The first named insured may cancel this policy or any of its individual coverages at any time by sending us a written request or by returning the policy and stating when thereafter cancellation is to take effect.

We may cancel this policy or any of its individual coverages at any time by sending to the first named insured a notice 60 days (20 days in the event of non-payment of premium) in advance of the cancellation date. Our notice of cancellation will be mailed to the first named insured's last known address, and will indicate the date on which coverage is terminated. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

The earned premium will be computed on a pro rata basis. Any unearned premium will be returned as soon as practicable.

Changes

This policy can only be changed by a written endorsement that becomes part of this policy. The endorsement must be signed by one of our authorized representatives.

Compliance By Insureds

We have no duty to provide coverage under this policy unless you and any other involved insured have fully complied with all of the terms and conditions of the policy.

Compliance With Applicable Trade Sanctions

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

Conformance

Any terms of this insurance which are in conflict with the applicable statutes of the State in which this policy is issued are amended to conform to such statutes.

First Named Insured

The person or organization first named in the Declarations is primarily responsible for payment of all premiums. The first named insured will act on behalf of all other named insureds for the giving and receiving of notice of cancellation or nonrenewal and the receiving of any return premiums that become payable under this policy.

Inspections And Surveys

We may:

- make inspections and surveys at any time;
- give you reports on the conditions we find; and
- recommend changes.

Conditions

Inspections And Surveys (continued)

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. 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 that conditions:

- are safe or healthful; or
- comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations for us.

Titles Of Paragraphs

The titles of the various paragraphs of this policy and endorsements, if any, attached to this policy are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.

Transfer Of Rights And Duties

Your rights and duties under this insurance may not be transferred without our written consent. However, if you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative, or to anyone having temporary custody of your property until your legal representative has been appointed.

When We Do Not Renew

If we decide not to renew this policy, we will mail or deliver to the first named insured's last known address, written notice of the nonrenewal not less than 60 days before the expiration date. If notice of nonrenewal is mailed, proof of mailing will be sufficient proof of notice.

Common Policy Conditions Section

Endorsements

Policy Conditions**Endorsement**

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

Under Conditions, the following condition is added.

Conditions***Civil Unions Or Domestic Partnerships***

All references in the policy to “spouse” include a party to a civil union or domestic partnership recognized under the applicable law of the jurisdiction having authority.

All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

<i>Policy Period</i>	APRIL 14, 2025 TO APRIL 14, 2026
<i>Effective Date</i>	APRIL 14, 2025
<i>Policy Number</i>	3598-70-74 ECE
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	MARCH 3, 2025

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

The following changes are made as respects exposures in the state of California.

Under Conditions, the provisions titled Cancellation and When We Do Not Renew are deleted and replaced by the following:

Conditions**Cancellation**

The first named insured may cancel this policy or any of its individual coverages at any time by sending us a written request or by returning the policy and stating when thereafter cancellation is to take effect.

A. All Policies In Effect For 60 Days or Less

If this policy has been in effect for less than 60 days and is not a renewal of a policy we have issued, we may cancel this policy or any of its individual coverages by mailing or delivering to the first named insured at the mailing address shown in the policy and to the producer of record, advance written notice of cancellation, stating the reason for cancellation and effective date of cancellation at least:

1. 20 days before the effective date of cancellation if we cancel for:
 - a. nonpayment of premium; or
 - b. discovery of fraud by:
 - (1) any insured or his or her representative in obtaining this insurance; or

Conditions

Cancellation (continued)

(2) you or your representative in pursuing a claim under this policy.

2. 60 days before the effective date of cancellation if we cancel for any other reason.

B. **All Policies In Effect For More Than 60 Days**

1. 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 or any of its individual coverages only upon the occurrence, after the effective date of the policy, of one or more of the following:
 - a. Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
 - b. Discovery of fraud or material misrepresentation by:
 - (1) any insured or his or her representative in obtaining this insurance; or
 - (2) you or your representative in pursuing a claim under this policy.
 - c. A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.
 - d. Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
 - e. Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
 - f. A determination by the Commissioner of Insurance that the:
 - (1) loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - (2) continuation of the policy coverage would place us in violation of California law or the laws of the state where we are domiciled or threaten our solvency.
 - g. A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
2. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation and effective date of cancellation to the first named insured at the mailing address shown on the policy and to the producer of record at least:
 - a. 20 days before the effective date of cancellation if we cancel for a reason listed in B.1.a. or b. above; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason listed in paragraph B.1.

Endorsement

Effective Date APRIL 14, 2025

Policy Number 3598-70-74 ECE

Conditions**Cancellation**
(continued)**C. Residential Property**

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under this policy:

1. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we issued, we may cancel this coverage for any reason, except as provided in 2. and 3. below.
2. We may not cancel such coverage solely because the first named insured has:
 - a. accepted an offer of earthquake coverage; or
 - b. cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first named insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

3. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (3.) applies only if the coverage provided under this policy excludes loss or damage caused by or resulting from corrosive soil conditions.

If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

If this policy is cancelled, we will send the named Insured any premium refund due, as soon as practicable. The refund, if any, will be on a pro rata basis. However, the refund may be less than pro rata if we have made a loan to you for the purpose of payment of premium for this policy.

The cancellation will be effective even if we have not made or offered a refund.

Nonrenewal

- A. Subject to the provisions of paragraphs B. and C. below, if we elect not to renew this policy, we will mail or deliver written notice stating the reason for nonrenewal to the first named insured and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first named insured and to the producer of record, at the mailing address shown in the policy.

Conditions

Nonrenewal (continued)

- B. This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under this policy:

1. We may elect not to renew such coverage for any reason, except as provided in 2. through 4. below.
2. We will not refuse to renew such coverage solely because the first named insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first named insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

- a. the nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;
 - b. the Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or
 - c. we have:
 - (1) lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
 - (2) experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; andthe Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.
3. We will not refuse to renew such coverage solely because the first named insured has cancelled or did not renew a policy, issued by the California Earthquake Authority that included an earthquake policy premium surcharge.
 4. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (4.) applies only if the coverage provided under this policy excludes loss or damage caused by or resulting from corrosive soil conditions.

- C. We are not required to send notice of nonrenewal in the following situations:

1. If the transfer or renewal of a policy, without any changes in terms, conditions, or rates, is between us and a member of our insurance group.
2. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with paragraph A.

Endorsement

Effective Date APRIL 14, 2025

Policy Number 3598-70-74 ECE

Conditions**Nonrenewal
(continued)**

- 3 If you have obtained replacement coverage, or if the first named insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- 4 If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
5. If the first named insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
6. If we have made a written offer to the first named insured, in accordance with the timeframes shown in paragraph A., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

**Designated Third
Party**

This provision applies to a policy insuring individually owned residential structures of not more than four dwelling units, individually owned condominium units, or individually owned mobile homes, and their contents, located in this state and used exclusively for residential purposes or a tenant's policy insuring personal contents of a residential unit located in this state.

- If you have designated a person to receive notice of lapse, termination, expiration, nonrenewal, or cancellation of your policy for nonpayment of premium, we will mail or deliver to the designated person advance written notice of at least 10 days before the effective date of such lapse, termination, expiration, nonrenewal, or cancellation of your policy for nonpayment of premium.
- No benefit under this policy is provided to such designated person, other than the right to receive the aforementioned notice.

All other terms and conditions remain unchanged.

Authorized Representative

