

Marine General Liability

Premium Bill

<i>Policy Period</i>	April 14, 2023 to April 14, 2024
<i>Effective Date</i>	April 14, 2023
<i>Policy Number</i>	7324251
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	January 24, 2023

****THIS POLICY IS ON DIRECT BILL – 1X PAYMENT PLAN****
THE BURGEE PROGRAM MARINE GENERAL LIABILITY -RENEWAL

<i><u>Date Payment Due</u></i>	<i><u>Premium</u></i>
Effective Date of Policy	

TOTAL	MGL- \$691 + \$14 Terrorism = \$705
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PAYMENT PLAN

The bill that corresponds with this policy transaction 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.

Producer:
GOWRIE, BARDEN & BRETT, INC.-THE BURGEE PROGRAM
70 ESSEX ROAD
WESTBROOK, CT 06498

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.

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.

INSURED COPY:

CAL SAILING CLUB
124 UNIVERSITY AVENUE
BERKELEY, CA 94710

INSURED: CAL SAILING CLUB

PRODUCT: MARINE GENERAL LIABILITY

POLICY NO: 7324251

TRANSACTION: RENL

Club Plan Plus

How To Report A Loss

To report a Loss, use the following procedure:

Loss Notification

If an Insured Person has a Loss, please contact your agent/broker in writing or by telephone as soon as possible for further assistance:

Telephone Number: 1-800-BOAT-911

Agent/Broker name: GOWRIE GROUP INC(BURGEE PROGRAM)
Address: 70 ESSEX ROAD
WESTBROOK, CT 06498

Agent/Broker Unavailable

If for any reason you are unable to reach your agent/broker, please contact our Claim department in writing or by telephone as soon as possible:

Chubb: CHUBB GROUP OF INSURANCE COMPANIES
Address: CLAIM SERVICE CENTER
600 INDEPENDENCE PARKWAY
P.O. BOX 4700
CHESAPEAKE, VA 23327-4700

Telephone No.: 1-800-252-4670
24 hours a day, 7 days a week

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

Fax Number: 1-800-300-2538

Marine General Liability

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 7324251

Effective Date April 14, 2023

*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

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 A.M. standard time at the Named Insured's mailing address shown above:

From: April 14, 2023 To: April 14, 2024

The acceptance of this policy terminates, effective with the inception of this policy, any prior policy of the same number issued to the Named Insured by the company.

This Insuring Agreement together with the Premium Summary, Schedule of Forms, Declarations, General Conditions, Sections, and Endorsements 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.



Secretary



President



Authorized Representative

Dated Issued: January 24, 2023

Marine General Liability

Premium Summary

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 7324251

Effective Date April 14, 2023

*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

Incorporated under the laws of
INDIANA

Policy Period

Subject to its terms and conditions, this policy shall cover all occurrences on or after April 14, 2023 and prior to April 14, 2024 beginning and ending at 12:01 A.M. standard time at the Named Insured mailing address shown above, unless terminated sooner, as hereinafter provided.

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 premium we pay.

Marine General Liability Annual Premium

\$705

Date Issued: January 24, 2023

Marine General Liability

Schedule of Forms

<i>Policy Period</i>	April 14, 2023 to April 14, 2024
<i>Effective Date</i>	April 14, 2023
<i>Policy Number</i>	7324251
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	January 24, 2023

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

<i>Form Name</i>	<i>Form Number</i>	<i>Edition Date</i>
IMPORTANT NOTICE TO POLICYHOLDER	99 10 0732	01-15
HOW TO REPORT A LOSS	12-02-0004ML	03-00
INSURING AGREEMENT	12-02-0190	12-08
PREMIUM SUMMARY	12-02-0191	12-98
DECLARATIONS	12-02-0193	12-98
GENERAL CONDITIONS	12-02-0194	12-98
MARINE GENERAL LIABILITY-SECTION I	12-02-0195	12-98
YACHT CLUB OPERATORS LEGAL LIABILITY-SECTION II	12-02-0196	12-98
ADDITIONAL COVERAGES ENDORSEMENT	12-02-0197	12-98
PREMISES LIABILITY EXCLUSION	12-02-0198	12-98
DIRECTORS OR OFFICERS LIABILITY EXCLUSION	12-02-0199	12-98
EMPLOYEE EXCLUSION	12-02-0200	12-98
AIMU NUCLEAR EXCLUSION CLAUSE	12-02-0201	12-98
POLLUTION BUYBACK	12-02-0202	03-00
ADDITIONAL INSURED AND WAIVERS OF SUBROGATION	12-02-0203	12-98
ERRORS & OMISSIONS EXCLUSIONS	12-02-0204	12-98
EXCLU-ACCESS TO OR DISC OF CONFID OR PERS INFO	80-02-8531	06-21
EXCLUSION - ABUSE OR MOLESTATION	80-02-0118	07-18
EXCLUSION - BIOLOGICAL AGENTS, TOTAL	80-02-6560	06-21
CAP ON CERTIFIED TERRORISM LOSSES	12-02-0385	01-15

Marine General Liability

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 7324251

Effective Date April 14, 2023

*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

Incorporated under the laws of
INDIANA

Policy Period

Subject to its terms and conditions, this policy shall cover all occurrences on or after April 14, 2023 and prior to April 14, 2024 beginning and ending at 12:01 A.M. standard time at the Named Insured mailing address shown above, unless terminated sooner, as hereinafter provided.

Marine General Liability Coverage - Section I

Limit of Insurance

EACH OCCURRENCE LIMIT	\$1,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT	\$2,000,000
PREMISES MEDICAL EXPENSE LIMIT	\$ 10,000

Yacht Club Operators Legal Liability Coverage - Section II

EACH OCCURRENCE LIMIT	\$1,000,000
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Marine General Liability Deductible

\$ nil PER OCCURRENCE

Yacht Club Operators Legal Liability Deductible

\$ N/A PER OCCURRENCE

Dated Issued: January 24, 2023

Marine General Liability General Conditions

Loss Payable

Loss, if any, is payable to the Named Insured shown on the Declarations.

Premium

The Assured, by acceptance of this Policy, agrees to keep an accurate record of all Gross Charges and or payroll for operations covered under the terms and conditions of this Policy, which record shall be open for examination by representatives of this Company at all times during business hours, during the term of this Policy, or thereafter, and further agrees to report to this Company on or before the last day of each policy term the total amount thereof (collected and uncollected) for the preceding period or such period of time as is within the term of this Policy; the earned premium hereunder to be computed thereon at the rate stated in the Premium Summary and applied against the Deposit Premium until same is exhausted, following which all further earned premium shall be due and payable to this Company at time of filing the report on which the earned premium is due; and any unearned premium, being the amount by which the Deposit Premium exceeds the earned premium, shall be refunded upon expiration or cancellation of this Policy. It is agreed that, except in the event of cancellation of this Policy by this Company, the Minimum Premium hereunder shall be as stated in the Premium Summary. The deposit Premium, payable upon attachment of this Policy, shall be as stated in the Premium Summary.

Limit Of Liability

It is understood and agreed the liability of this company shall not exceed the amount shown in the Declarations for any one occurrence, including all claims, regardless of the number of coverages involved and the amount shown in the Declarations for any one policy period with respect to liability included within the products hazard or completed operations hazard, including all claims, regardless of the number of coverages involved. Notwithstanding the above, any limit or sublimit contained elsewhere herein, or added by endorsement shall apply but in no event shall any limit or sublimit contained elsewhere herein increase the occurrence or aggregate limit as stated above.

Deductible

No claim shall be payable hereunder unless the aggregate liability for any one occurrence, including claims, costs and expense exceeds the sum as shown in the Declarations.

Automatic Coverage - Newly Acquired Organizations (90 Days)

The word insured shall include as named insured any organization which is acquired or formed by the named insured and over which the named insured maintains ownership or majority interest, other than a joint venture, provided this insurance does not apply to bodily injury, property damage, personal injury or advertising injury with respect to which such new organization under this policy is also an insured under any other similar liability or indemnity policy or would be an insured under any such policy but for exhaustion of its limits of liability. The insurance afforded hereby shall terminate 90 days from the date any such organization is acquired or formed by the named insured and shall not increase this company's limit of liability as set forth in paragraph III, Limit of Liability.

Cancellation

This policy may be canceled by the named insured by surrender thereof to this company through the named insured's authorized agent or broker or by mailing to this company, through the named insured's authorized agent or broker, written notice stating when thereafter the cancellation shall be effective.

This policy may be canceled by this company by mailing to the named insured at the address shown in this policy, written notice stating when not less than thirty (30) days thereafter such cancellation shall be effective except for ten (10) days in the event of non-payment of premium. Such notice sent to the named insured in care of the agent or broker who negotiated this policy shall have the same effect as if sent directly to the named insured.

The time of surrender or the effective date and hour of cancellation stated in this notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected, or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Policy Territory

This insurance applies only to injury or damage caused by an occurrence within the policy territory described as follows:

Worldwide, provided suit is first brought in Canada, the U.S., its territories or possessions.

Persons Insured

Each of the following is an insured under this insurance to the extent set forth below:

- A. if the named insured is designated in the General Conditions as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor and the spouse of the named insured with respect to the conduct of such a business;
- B. if the named insured is designated in the General Conditions as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- C. if the named insured is designated in the General Conditions as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- D. any person (other than an employee of the named insured) or organization while acting as real estate manager for the named insured; and
- E. with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law:
 - 1. any employee of the named insured while operating any such equipment in the course of his employment, and
 - 2. any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid or collectible insurance available, either on a primary or excess basis, to such person or organization;

Marine General Liability

General Conditions

Persons Insured (continued)

provided that no person or organization shall be an insured under this paragraph E with respect to:

- a. bodily injury to any fellow employee of such person injured in the course of his employment, or
- b. property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph 2.

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as named insured;

F. Additional Persons Insured:

As respects bodily injury, property damage and personal injury and advertising injury coverage under the provision "Persons Insured", the following are added as insureds:

1. Spouse-Partnership - If the named insured is a partnership, the spouse of a partner but only with respect to the conduct of the business of the named insured;
2. Employee - Any employee (other than executive officers) of the named insured, including club members, volunteers, and sailing instructors, while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:
 - a. to bodily injury or personal injury to another employee of the named insured arising out of or in the course of his employment;
 - b. to personal injury or advertising injury to the named insured or, if the named insured is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing;
 - c. to property damage to property owned, occupied or used by, rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by another employee of the named insured, or by the named insured or, if the named insured is a partnership or joint venture, by any partner or member thereof or by the spouse of any of the foregoing;

Definitions

When used in this policy (including endorsements forming a part hereof):

Automobile

Automobile means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

Bodily Injury

Bodily Injury means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom.

Definitions

(continued)

Collapse Hazard

Collapse Hazard includes "structural property damage" as defined herein and property damage to any other property at any time resulting therefrom. "Structural property damage" means the collapse of or structural injury to any building or structure due to (1) grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work or (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof. The collapse hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard or the underground property damage hazard, or (3) for which liability is assumed by the insured under an incidental contract;

Completed Operations Hazard

Completed Operations Hazard includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. *Operations* includes materials, part or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

1. when all operations to be performed by or on behalf of the named insured under the contract have been completed.
2. when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
3. when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed;

The completed operations hazard does not include bodily injury or property damage arising out of:

1. operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
 2. the existence of tools, uninstalled equipment or abandoned or unused materials, or
 3. operations for which the classification stated in the policy or in the company's manual specifies "including completed operations";
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Marine General Liability General Conditions

Definitions

(continued)

Elevator

Elevator means any hoisting or lowering device to connect floors or landings whether or not in service, and all appliances thereof including any car, platform, shaft, hoist way, stairway, runway, power equipment and machinery, but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls or a hold or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

Explosion Hazard

Explosion Hazard includes property damage arising out of blasting or explosion. The explosion hazard does not include property damage (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment, or (2) arising out of operations performed for the named insured by independent contractors, or (3) included within the completed operations hazard or the underground property damage hazard, or (4) for which liability is assumed by the insured under an incidental contract;

Incidental Contract

Incidental Contract means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement.

Insured

Insured means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

Mobile Equipment

Mobile Equipment means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types of forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills, concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment;

Definitions

(continued)

Named Insured

Named Insured means the person or organization named in the General Conditions of this policy;

Named Insured's Products

Named Insured's Products means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

Occurrence

Occurrence means an accident, including continuous or repeated exposure in conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured;

The definition of occurrence includes any intentional act by or at the direction of the insured which results in bodily injury, if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property;

Products Hazard

Products Hazard includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

Property Damage

Property Damage means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period;

Underground Property Damage Hazard

Underground Property Damage Hazard includes underground property damage as defined herein and property damage to any other property at any time resulting therefrom, "underground property damage" means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving. The underground property damage hazard does not include property damage (1) arising out of operations performed for the named insured by independent contractors, or (2) included within the completed operations hazard, or (3) for which liability is assumed by the insured under an incidental contract.

Conditions**Financial Responsibility Laws**

When this policy is certified as proof of financial responsibility for the future under the provision of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

Marine General Liability General Conditions

Insured's Duties in the Event of Occurrence, Claim or Suit

1. In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereto, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company as soon as practicable;
2. If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative;
3. The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first-aid to others at the time of accident.

Action Against Company

No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impeded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

Other Insurance

The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

Conditions

Other Insurance (continued)

1. Contribution by Equal Shares:

If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each insurer has paid its limit in full or the full amount of the loss is paid.

2. Contribution by Limit:

If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

Subrogation

In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or stop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy.

Assignment

Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon, if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having property temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

Declarations

By acceptance of this policy, the named insured agrees that the statements in the application on file with this company are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

Marine General Liability

Section I

- I. The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of:

Coverage A	-	Bodily Injury
Coverage B	-	Property Damage

to which this insurance applies, caused by an occurrence, and the Company shall have the right and duty to defend any suit against the insured seeking damages even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claims or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

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- II. Exclusions: The insurance afforded hereunder is subject to the following exclusions:

- A. to liability assumed by the insured under any contract or agreement except an incidental contract, but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- B. to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
1. any automobile or aircraft operated by any person in the course of his employment by any insured,
 2. any automobile or aircraft owned or operated by or rented or loaned to any insured, or
- but this exclusion does not apply to the parking of any automobile on premises owned by, rented to or controlled by the named insured or by the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;
- C. to bodily injury or property damage arising out of (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
- D. to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- E. to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
1. any water craft owned or operated by or rented or loaned to any insured, or
 2. any other water craft operated by any person in the course of his employment by any insured;
- but this exclusion does not apply to water craft while ashore on premises owned by, rented to or controlled by the named insured. Notwithstanding anything contained above, this exclusion does not apply to operations covered under Section II of this Policy;
- F. this insurance does not apply to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, radioactive substances, acids, alkalis, toxic irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water;
- G. to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to liability assumed by the insured under an incidental contract;

-
- H. to bodily injury or property damage for which the insured or his indemnitee may be held liable:
1. as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
 2. if not so engaged, as an owner or lessor of premises used for such purposes:
if such liability is imposed
 - a. by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
 - b. by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;

but part b of this exclusion does not apply with respect to liability of the insured or his indemnitee as owner or lessor described in 2 above;
- I. to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- J. to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- K. to property damage to:
1. property owned or occupied by or rented to the insured,
 2. property used by the insured, or
 3. property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;
- but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to, or controlled by the Named Insured;
- Notwithstanding anything contained above, this exclusion does not apply to operations covered under Section II of this Policy;
- L. to property damage to premises alienated by the named insured arising out of such premises or any part thereof;
- M. to loss of use of tangible property which has not been physically injured or destroyed resulting from:
1. a delay in or lack of performance by or on behalf of the named insured or any contract or agreement, or
 2. the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;
- but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;
- N. to property damage to the named insured's products arising out of such products or any part of such products;
- O. to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

Marine General Liability

Section I

- P. to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property to which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- Q. to property damage included within:
 - 1. the explosion hazard
 - 2. the collapse hazard
 - 3. the underground property damage hazard;
- R. for bodily injury or property damage, including loss of use thereof, arising out of the manufacturing, processing, handling, distribution, sale, application or use of asbestos, or asbestos related product(s).

Yacht Club Operators Legal Liability

Section II

- I. In consideration of the payment of premium, and subject to the limits of liability, exclusions, conditions, and other terms of this section, this company agrees to pay on behalf of the insured, all sums which the insured shall become obligated to pay, by reason of the liability imposed upon them by law, for loss of, or damage to, water craft, and their motors, the property of others, while in their care custody or control, for any of the following checked operations.

- A. ☐ Repair, alterations or maintenance;
- B. ☒ Storage;
- C. ☒ Mooring at slips, spaces or buoys rented by the insured;
- D. ☒ Hauling out or launching, not in connection with operation A. or B.;
- E. ☐ Fueling and miscellaneous servicing of a transient nature;

-
- II. With respect to water craft covered by this section which are being operated by the insured or their employees, in conjunction with operations covered by this section, this section is hereby extended to pay on behalf of the insured all sums which the insured shall be obligated to pay by reason of the liability imposed upon them by law, on account of:

- A. Loss of life of, or bodily injury to any person;
- B. Loss of, or damage to or expense in connection with any fixed or moveable object or property of whatever nature;
- C. Costs or expenses of, or incidental to, the removal of wreck, of the insured vessel when such removal is compulsory by law;

Notwithstanding the foregoing, this Company will not pay for:

- A. Any loss of, damage to or expense in connection with any property owned or leased by the insured;
- B. Any claim arising with respect to any employee of the insured;
- C. Any liability assumed by the insured beyond that imposed by law;

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- III. Notwithstanding the foregoing, it is hereby expressly understood and agreed that this section does not cover against nor shall any liability attach hereunder;

- A. For death or personal injury; (except as provided in clause II. A. above)
- B. For any liability assumed under contract or otherwise in extension of the liability imposed upon the insured by law;
- C. For any loss or damage caused by or resulting from, exceeding the registered or rated lift capacity of any lift device, marine railway or dry-dock;
- D. For loss due to infidelity or any act of a dishonest character on the part of the insured or their sub-contractors or employees;
- E. For loss of or damage to property held for sale;
- F. For loss of or damage to property used by the insured for rental or chartering purposes;
- G. For loss, damage or expense which may be recoverable under any other insurance, inuring to the benefit of the insured, except as to any excess over and above the amount recoverable thereunder;

-
- H. For loss, damage or expense caused by or resulting from;
1. hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack;
 - a. by any government or sovereign power (de jure or defacto), or by any authority maintaining or using military, naval or air forces; or
 - b. by military, naval or air forces; or
 - c. by an agent of any such government, power, authority or forces;
 2. any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
 3. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering combating or defending against such an occurrence seizure or destruction under quarantine or customs regulations confiscations by order of any government or public authority.
- I. For loss, damage or expense caused by or in consequence of ice or freezing.
- J. The expense of redoing the work improperly performed by or on behalf of the assured or the cost of replacement of materials, parts or equipment furnished in connection therewith.
- K. Loss, damage or expense arising in connection with work on any vessel which has carried flammable or combustible liquid in bulk as fuel or cargo or any vessel which has carried flammable compressed gas in bulk, unless such work is done in accordance with the requirements of the rules and regulations of the National Fire Protection Association applicable to such work;
- L. Demurrage, loss of time, loss of freight, loss of charter and/or similar and/or substituted expenses;
- M. The cost or expense of repairing, replacing, or renewing any faulty designed part or parts which cause(s) loss of or damage to the water craft, or for any expenditure incurred by reason of a betterment or alteration in design.

Marine General Liability Additional Coverages Endorsement

Contractual Liability Coverage

- A. The definition of incidental contract is extended to include any oral or written contract or agreement relating to the conduct of the named insured's business;
- B. The insurance afforded with respect to liability assumed under an incidental contract is subject to the following additional exclusions:
 - 1. to bodily injury or property damage for which the insured has assumed liability under any incidental contract, if such injury or damage occurred prior to the execution of the incidental contract;
 - 2. if the insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or the failure to render professional services by such insured, including:
 - a. the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, and
 - b. supervisory, inspection or engineering services;
 - 3. if the indemnitee of the insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of:
 - a. the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or
 - b. the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;
 - 4. to any obligation for which the insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;
 - 5. to bodily injury or property damage arising out of construction or demolition operations, within 50 feet of any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; but this exclusion does not apply to sidetrack agreements.
- C. The following exclusion; applicable to Coverages A (Bodily Injury) and B (Property Damage) do not apply to this Contractual Liability Coverage; (B), (C) (2), (D) and (E).
- D. The following additional condition applies:

Arbitration

The company shall be entitled to exercise all of the insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

Premises Medical Expense Coverage

The company will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of (a) a condition in the insured premises, or (b) operations with respect to which the named insured is afforded coverage for bodily injury liability under the policy.

**Premises Medical
Expense Coverage**
(continued)

The insurance does not apply:

A. to bodily injury:

1. arising out of the ownership, maintenance, operation, use, loading or unloading of:

- a. any automobile or aircraft owned or operated by or rented or loaned to any insured, or
- b. any other automobile or aircraft operated by any person in the course of his employment by any insured,

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any insured;

2. arising out of:

- a. the ownership, maintenance, operation, use, loading or unloading or any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity, or
- b. the operation or use of any snowmobile or trailer designed for use therewith:
 - (i) owned or operated by or rented or loaned to any insured, or
 - (ii) operated by any person in the course of his employment by any insured;

3. arising out of the ownership, maintenance, operation, use, loading or unloading of:

- a. any water craft owned or operated by or rented or loaned to any insured, or
- b. any other water craft operated by any person in the course of his employment by any insured,

but this exclusion does not apply to water craft while ashore on the insured premises;

4. arising out of the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to the named insured;

B. to bodily injury:

1. included within the completed operations hazard or the products hazard;

2. arising out of operations performed for the named insured by independent contractors other than:

- a. maintenance and repair of the insured premises, or
- b. structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

3. resulting from the selling, serving or giving of any alcoholic beverage:

- a. in violation of any statute, ordinance or regulation,
- b. to a minor,
- c. to a person under the influence of alcohol, or
- d. which causes or contributes to the intoxication of any person,

if the named insured is a person or organization engaged in the business of manufacturing, distribution, selling or serving alcoholic beverages, or if not so engaged is an owner or lessor of premises used to such purposes but only part (a) or this exclusion (B) (3) applies when the named insured is such an owner or lessor;

Marine General Liability Additional Coverages Endorsement

Premises Medical Expense Coverage (continued)

4. due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing.
- C. to bodily injury:
1. to the named insured, any partner thereof, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;
 2. to any other tenant if the bodily injury occurs on that part of the insured premises rented from the named insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;
 3. to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;
 4. to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- D. to any medical expense for services by the named insured, any employee thereof or any person or organization under contract to the named insured to provide such services.

Limits of Liability

The limit of liability for Premises Medical Expense Coverage is as shown in the Declarations each person. The limit of liability applicable to "each person" is the limit of the company's liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of the company under Premises Medical Expense Coverage for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of bodily injury liability stated in the policy as applicable to "each occurrence".

When more than one medical payments coverages afforded by the policy applies to the loss, the company shall not be liable for more than the amount of the highest applicable limit of liability.

Additional Definitions

When used herein:

"insured premises" means all premises owned by or rented to the named insured with respect to which the named insured is afforded coverage for bodily injury liability under this policy, and includes the ways immediately adjoining on land;

"medical expense" means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral service.

Additional Condition

Medical Reports: Proof and Payment of Claim

As soon as practicable the insured person or someone on his behalf shall give to the company written proof of claim, under oath if required, and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require. The company may pay the injured person or any person or organization rendering the services and the payment shall reduce the amount payable hereunder to such injury. Payment hereunder shall not constitute an admission of liability of any person or except hereunder, of the company.

**Premises Medical
Expense Coverage****Additional Condition
(continued)**

Notwithstanding anything contained herein to the policy deductible as outlined in Section IV of the General Conditions does not apply as respect to this section only.

**Host Liquor Law
Liability Coverage**

Exclusion (H.) does not apply with respect to liability of the insured or his indemnitee arising out of the giving or serving of alcoholic beverages at functions incidental to the named insured's business, provided the named insured is not engaged in the business of manufacturing, distributing, selling, or serving of alcoholic beverages.

**Broad Form Property
Damage Liability
Coverage (Including
Completed Operations)**

- A. Exclusions (K.) and (O.) are replaced by the following:
1. to property owned or occupied by or rented to the insured, or, except with respect to the use of elevators, to property held by the insured for sale or entrusted to the insured for storage or safekeeping;
 2. except with respect to liability under a written sidetrack agreement or the use of elevators:
 - a. to property while on premises owned by or rented to the insured for the purpose of having operations performed on such property by or on behalf of the insured,
 - b. to tools or equipment while being used by the insured in performing his operations,
 - c. to property in the custody of the insured which is to be installed, erected or used in construction by the insured,
 - d. to that particular part of any property, not on premises owned by or rented to the insured:
 - (i) upon which operations are being performed by or on behalf of the insured at the time of the property damage arising out of such operations, or
 - (ii) out of which any property damage arises, or
 - (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the insured;
 3. with respect to the completed operations hazard and with respect to any classification stated in the policy or in the company's manual as "including completed operations", to property damage to work performed by the named insured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith.
- B. The Broad Form Property Damage Liability Coverage shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the insured, such as, but not limit to, Fire, Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage and other Insurance Condition of the policy is amended accordingly.
-

Marine General Liability Additional Coverages Endorsement

Incidental Medical Malpractice Liability Coverage

The definition of bodily injury is amended to include Incidental Medical Malpractice Injury.

Incidental Medical Malpractice Injury means injury arising out of the rendering of or failure to render during the policy period, the following services:

- A. medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith, or
- B. the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

This coverage does not apply to:

- 1. expenses incurred by the insured for first-aid to others at the time of an accident and the "Supplementary Payments" provision and the "Insured's Duties in the Event of Occurrence, Claim or Suit" Condition are amended accordingly;
- 2. any insured engaged in the business or occupation of providing any of the services described under VII (A) and (B) above;
- 3. injury caused by an indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under VII (A) and (B) above.

Non-Owned Water Craft Liability Coverage (Under 26 Feet In Length)

Exclusion (E) does not apply to any water craft under 26 feet in length provided such water craft is neither owned by the named insured nor being used to carry persons or property for a charge.

Where the insured is, irrespective of this coverage, covered or protected against any loss or claim which would otherwise have been paid by the company under this endorsement, there shall be no contribution or participation by this company on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

Marine General Liability

Endorsement

Policy Period April 14, 2023 to April 14, 2024
Effective Date April 14, 2023
Policy Number 7324251
Insured CAL SAILING CLUB

Name of Company FEDERAL INSURANCE COMPANY
Date Issued January 24, 2023

Premises Liability Exclusion

Notwithstanding anything to the contrary, it is hereby understood and agreed this policy shall not apply for loss of life, or bodily injury to any person or property damage while on the premises of the insured unless such loss of life, bodily injury or property damage arises out of the use of docks, gangways, floats, piers and wharves in conjunction with your operation.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as above stated.

In Witness Whereof, the Company has caused this endorsement to be signed by a duly authorized representative of the Company.

Authorized Representative



Marine General Liability

Endorsement

Policy Period April 14, 2023 to April 14, 2024
Effective Date April 14, 2023
Policy Number 7324251
Insured CAL SAILING CLUB

Name of Company FEDERAL INSURANCE COMPANY
Date Issued January 24, 2023

Directors or Officers Liability Exclusion

In consideration of the premium charged and notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that this policy shall not apply to any claim or claims arising out of or alleged to have arisen from any wrongful act of directors or officers in the discharge or performance of their duties as such.

It is further understood and agreed that for the purpose of this policy, wrong act shall mean any actual or alleged error or misstatement or misleading statement or act or omission or neglect or breach of duty by the directors or officers in the discharge of their duties, individually or collectively, or any matter claimed against them solely by reason of their being directors or officers of the company.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as above stated.

In Witness Whereof, the Company has caused this endorsement to be signed by a duly authorized representative of the Company.

Authorized Representative



Marine General Liability

Endorsement

Policy Period April 14, 2023 to April 14, 2024
Effective Date April 14, 2023
Policy Number 7324251
Insured CAL SAILING CLUB

Name of Company FEDERAL INSURANCE COMPANY
Date Issued January 24, 2023

Employee Exclusion

It is understood and agreed that notwithstanding anything contained herein to the contrary, and notwithstanding any relationship between any assureds hereunder, whether contractual or otherwise, this insurance excludes absolutely all liability to employees of any assured and/or their associated, affiliated, subsidiary or inter-related companies.

It is further understood and agreed that "employees" as used above shall include any person performing services for the named assured(s) through the auspices of employment service or labor pool.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as above stated.

In Witness Whereof, the Company has caused this endorsement to be signed by a duly authorized representative of the Company.

Authorized Representative



Marine General Liability

Endorsement

Policy Period April 14, 2023 to April 14, 2024
Effective Date April 14, 2023
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Name of Company FEDERAL INSURANCE COMPANY
Date Issued January 24, 2023

AIMU Nuclear Exclusion Clause Hull with Ensuing Fire Cover (May – 1991)

This clause shall be paramount and shall supersede any contrary provision of the policy:

It is hereby understood and agreed that this policy shall not apply to any loss, damage, liability or expense due to or arising out of, whether directly or indirectly, nuclear reaction, radiation, or radioactive contamination, regardless of how it was caused. However, subject to all provisions of this policy, if this policy insures against fire, then direct physical damage to the property insured located within the United States, or any territory of the United States or Puerto Rico by fire directly caused by the above excluded perils, is insured, provided that the nuclear reaction, radiation or radioactive contamination was not caused whether directly or indirectly, by any of the perils excluded by the F.C. & S. Clause of this Policy.

Nothing in this endorsement shall be construed to cover any loss, damage, liability or expense caused by nuclear reaction, radiation or radioactive contamination arising directly or indirectly from the peril of fire mentioned above.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as above stated.

In Witness Whereof, the Company has caused this endorsement to be signed by a duly authorized representative of the Company.

Authorized Representative



Marine General Liability

Endorsement

<i>Policy Period</i>	April 14, 2023 to April 14, 2024
<i>Effective Date</i>	April 14, 2023
<i>Policy Number</i>	7324251
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	January 24, 2023

Pollution Buyback

It is hereby understood and agreed that this policy shall not apply to any claim arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, alkalis, toxic chemicals, liquids or gases, waste materials, oil or other petroleum substance or derivative (including all oil refuse or oil mixed wastes) or other irritants, contaminants or pollutants into or upon land, the atmosphere, or any watercourse or body of water.

This exclusion shall not apply, however, provided that the Assured establishes that all of the following conditions have been met:

- (a) the occurrence was accidental and was neither expected nor intended by the Assured. An occurrence shall not be considered unintended or unexpected unless caused by some intervening event neither foreseeable nor intended by the Assured.
- (b) the occurrence can be identified as commencing at a specific time and date during the term of the policy.
- (c) the occurrence became known to the Assured within 72 hours after its commencement.
- (d) the occurrence was reported in writing to these underwriters within 30 days after having become known to the Assured.
- (e) the occurrence did not result from the Assured's intentional and willful violation of any government statute, rule or regulations.

Nothing contained in this endorsement shall operate to provide any coverage with respect to:

- 1. loss of, damage to, or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Assured;
- 2. removal of, loss of, or damage to sub-surface oil, gas or any other substance;
- 3. fines, penalties;

Pollution Buyback
(continued)

4. any site or location used in whole or in part for the handling, processing, treatment, storage, disposal or dumping of any waste materials or substances or the transportation of any waste materials or substances.
5. any loss arising out of any actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of smoke, vapors, soot, fumes, alkalis, toxic chemicals, liquids or gases, waste materials, oil or other petroleum substance or derivative (including all oil refuse or oil mixed wastes) or other irritants, contaminants or pollutants from any underground storage tank.

Underground storage tank means any tank, including underground piping connected to the tank, that has at least 10 percent of its volume beneath the surface of the ground.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as above stated.

In Witness Whereof, the Company has caused this endorsement to be signed by a duly authorized representative of the Company.

Authorized Representative



Marine General Liability

Endorsement

<i>Policy Period</i>	April 14, 2023 to April 14, 2024
<i>Effective Date</i>	April 14, 2023
<i>Policy Number</i>	7324251
<i>Insured</i>	CAL SAILING CLUB
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	January 24, 2023

Additional Insureds and Waivers of Subrogation

Privilege is hereby granted the Assured to agree to name as Additional Assureds on all policies others for whom the Assured is performing work or who are performing work for or with the Assured, provided the Assured shall have so agreed prior to loss. Such others who the Assured has agreed to name as Additional Assureds shall become Additional Assureds hereunder upon the Assured entering into such agreement, and no further notice, declaration, amendment or endorsement shall be necessary to constitute any such others as Additional Assured.

Privilege is also granted the Assured to agree to release from liability others for whom the Assured is performing work or who are performing work for the Assured, provided the Assured shall have so agreed prior to loss; and company waives all rights of subrogation against any parties so released. Such release of waiver of subrogation shall be binding upon this company upon the Assured entering into an agreement to provide such release or waiver of subrogation, and no further notice, declaration, amendment or endorsement shall be necessary to accomplish such release or waiver.

Notwithstanding the preceding provisions, no party shall be deemed an additional assured or be favored with a release or waiver of subrogation under this clause unless such loss results from or arises out of work performed by the Assured or the performance or work by others for the Assured, and no party shall be deemed an Additional Assured and no waiver or release of subrogation shall extend to any extent greater than required by the agreement entered into between such party and the Assured.

**Additional Insureds
and Waivers of
Subrogation**
(continued)

Permission is also granted for the Assured to enter into contracts and agreements requiring that other parties be named as additional insured hereunder and/or that this insurance is without right of subrogation against other parties.

It is agreed that the inclusion under this policy of more than one Assured shall not operate to increase the limit of liability.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as above stated.

In Witness Whereof, the Company has caused this endorsement to be signed by a duly authorized representative of the Company.

Authorized Representative



Marine General Liability

Endorsement

Policy Period April 14, 2023 to April 14, 2024
Effective Date April 14, 2023
Policy Number 7324251
Insured CAL SAILING CLUB

Name of Company FEDERAL INSURANCE COMPANY
Date Issued January 24, 2023

Errors and Omissions Exclusions

In consideration of the premium charged and notwithstanding anything herein to the contrary, it is hereby agreed that such coverage as is afforded by this policy does not apply to any claim(s) arising out of a breach of professional duty by reason of any negligent act, error or omission on the part of the assured.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as above stated.

In Witness Whereof, the Company has caused this endorsement to be signed by a duly authorized representative of the Company.

Authorized Representative



Liability Insurance

Endorsement

Policy Period April 14, 2023 To April 14, 2024
Effective Date April 14, 2023
Policy Number 7324251
Insured CAL SAILING CLUB

Name of Company FEDERAL INSURANCE COMPANY
Date Issued January 24, 2023

This Endorsement applies to the following forms:

MARINE 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

This insurance does not apply to any damages, loss, cost or expense 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



Liability Insurance

Endorsement

<i>Policy Period</i>	April 14, 2023	To	April 14, 2024
<i>Effective Date</i>	April 14, 2023		
<i>Policy Number</i>	7324251		
<i>Insured</i>	CAL SAILING CLUB		
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY		
<i>Date Issued</i>	January 24, 2023		

This Endorsement applies to the following forms:

MARINE GENERAL LIABILITY

Exclusion Endorsement

Abuse Or Molestation

Notwithstanding anything to the contrary contained in the policy to which this endorsement is attached or in any underlying insurance, this insurance does not apply to injury or damage of any kind, including bodily injury, property damage or any personal injury or advertising injury arising out of:

- (a) The actual, alleged or threatened abuse or molestation of any person; or
- (b) The Assured's acts or omissions relating to the actual, alleged or threatened abuse or molestation, including the:
 - (1) Employment;
 - (2) Investigation;
 - (3) Supervision
 - (4) Retention; or
 - (5) Reporting to the proper authorities, or failure to so report;

of a person who has committed or has allegedly committed the actions set forth in subsection (a) above.

All other terms and conditions remain unchanged.

Authorized Representative

A handwritten signature in black ink, appearing to be "P. J. [unclear]", written over a horizontal line.

Liability Insurance

Endorsement

Policy Period April 14, 2023 To April 14, 2024
Effective Date April 14, 2023
Policy Number 7324251
Insured CAL SAILING CLUB

Name of Company FEDERAL INSURANCE COMPANY
Date Issued January 24, 2023

This Endorsement applies to the following forms:

MARINE 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 coverage(s) under this contract.

Exclusion Endorsement

Biological Agents, Total

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 **biological agents**.
- 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 **biological agents**; 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 of **biological agents**.

The following definition is added to this policy and replaces any similar definition contained therein.

Definitions

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 No. 1

Policy Period April 14, 2023 to April 14, 2024
Effective Date April 14, 2023
Policy Number 7324251
Assured CAL SAILING CLUB

Name of Company FEDERAL INSURANCE COMPANY
Date Issued January 24, 2023

THIS POLICY IS SUBJECT TO THE FOLLOWING ENDORSEMENT:

The following provision is added to the policy.

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.

It is further agreed that the following definitions are added to the policy.

**Cap On Certified
Terrorism Losses**

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
- 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

Definitions

Certified Act Of Terrorism (continued)

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**.

Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy, other than as above stated.

In Witness Whereof, the Company has caused this endorsement to be signed by a duly authorized representative of the Company.

Authorized Representative

