

**LLOYD'S**

Underwriters

**COMMERCIAL GENERAL LIABILITY INSURANCE****100% Effected at Certain Underwriter's at Lloyds Syndicate 1206**(hereinafter called the "Insurer") through  
**First Flight Insurance Group, Inc.**

Authority Reference Number L10901

P.O. Box 1048, 4112 N. Croatan Hwy Kitty Hawk, NC 27949

**POLICY DECLARATIONS**

**Named Insured:** Florida Scholastic Rowing Association  
**Address:** 6 Anchor Drive  
**City,St.Zip:** Indian Harbour Beach, FL 32937

**Policy Number:** SA01755-R1-10581

**Policy Type:** Renewal

**DESCRIPTION OF OPERATIONS: Rowing Club**

*This policy consists of the following coverage parts for which a premium is indicated.  
This premium may be subject to adjustment.*

<b>PREMIUM: \$6,942.61</b>		Marine General Liability	\$6,490.00	<b>TERM OF COVERAGE</b>	
<i>Minimum/Retained:</i> 25%				<b>Effective Date:</b>	<b>Expiration Date:</b>
<b>\$ N/A</b>		Terrorism	Declined	5/5/2011	5/5/2012
plus taxes & fees		<b>Less Program Discount</b>	<b>-\$</b>		
<b>Date Fully Earned: N/A</b>		Surplus Lines Tax	\$326.25	12:01 A.M. Standard Time at your address shown above	
Adjustment Rate	<b>N/A</b>	Filing Fee	\$35.00		
		FHCF/FLSO Fee	\$91.36		

*In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy.*

**LOCATIONS to which this policy applies:** See Designated Operations Schedule – FFPOL - LTDESGOPS  
**Form Of Business:** Individual

<b>LIMITS OF LIABILITY</b>	<b>SCHEDULE OF DEDUCTIBLES</b>
See Schedule of Limits of Liability	See Schedule of Deductibles

**SCHEDULE OF RIDERS AND ENDORSEMENTS** See attached Forms and Endorsement Schedule

**LIMIT REDUCTION BY DEFENSE COSTS**

**Any liability limit set forth above or within this policy shall be reduced based upon the defense costs and fees incurred by the Insurer as set forth in the body of this policy.**

**“This insurance is issued pursuant to the Florida Surplus Lines Law. Persons insured by surplus lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer. Surplus Lines Insurers’ policy rates and forms are not approved by any Florida Regulatory Agency.”**

Philip C. Midkiff 4112 N Croatan Hwy, Kitty Hawk, NC 27949 #E092092

Robert Padula/Gencorp Insurance Group, Inc., 16 Main Street, East Greenwich, RI 02818

Date: 5/31/2011

Per:

Date: 5/31/2011

Date: Countersigned By:

The insured is requested to read this policy, and if incorrect, return it immediately for alteration.

**THIS POLICY CONTAINS A CLAUSE(S) WHICH MAY LIMIT THE AMOUNT PAYABLE.****THIS POLICY DOES NOT AUTOMATICALLY RENEW**

FFPOL-DECCOM (0610)

# FORMS AND ENDORSEMENT SCHEDULE

Form(s) and Endorsement(s) made a part of this policy at time of issue:

## **A**

### **APPLICATION WARRANTY**

FORM 413 (0603) .....73

## **B**

### **BIOLOGICAL / CHEMICAL EXCLUSION**

FORM 4018 (0604) .....24

### **BLANKET ADDITIONAL INSURED(S)**

FORM 4815 (0110) .....10

## **C**

### **CANCELLATION CLAUSE**

NMA1331 .....62

### **CLAIM (INCIDENT) NOTIFICATION & REPORTING CLAUSE**

FORM 4015 (0410) .....69

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

CG 00 01 12 04.....29

### **COMMON POLICY CONDITIONS**

IL 00 17 11 98 .....13

### **COMPOSITE RATE ENDORSEMENT**

FORM 400 (0704) .....6

### **COVERED TERRITORY ENDORSEMENT**

FORM 4041 (1005) .....67

## **D**

### **DEDUCTIBLE LIABILITY INSURANCE**

FORM 414 (0603) .....7

## **E**

### **EMPLOYMENT- RELATED PRACTICES EXCLUSION**

CG 21 47 07 98.....19

### **EXCLUSION - ABUSE/MOLESTATION**

FORM 206 (0408) .....22

### **EXCLUSION – FIREARMS, FIREWORKS AND OTHER PYROTECHNIC DEVICES**

FORM 232 (1007) .....23

### **EXCLUSION – INFRINGEMENT, MISAPPROPRIATION, INTERFERENCE WITH PRIVACY AND UNFAIR COMPETITION**

FORM 222 (0107) .....20

### **EXCLUSION – PULLING**

FORM 215M (0311) .....16

### **EXCLUSION - PUNITIVE OR EXEMPLARY DAMAGES**

FORM 4012.....18

### **EXCLUSION – SCUBA DIVING**

FORM 203 (0303) .....16

### **EXCLUSION – WATER SKIING, SCUBA DIVING, AND PARASAILING**

FORM 234 (0311) .....15

### **EXCLUSION - WATERSKIING AND DIVING**

FORM 214 (0303) .....16

<b>H</b>	
<b>HARBORGUARD OPERATIONS ENDORSEMENT</b>	
FORM 4526 (0409) .....	48
<b>HIRED AUTO AND NON-OWNED AUTO COVERAGE FORM</b>	
FORM 542 (0311) .....	45
<b>I</b>	
<b>INCIDENT REPORT FORM</b>	
FORM 601 (0409) .....	70
<b>INCLUSION OF ADDITIONAL INSUREDS</b>	
FORM 4816 (0305) .....	11
<b>L</b>	
<b>LIMITATION OF COVERAGE TO DESIGNATED OPERATIONS</b>	
FORM 802A (0603) .....	8
<b>LIMITED POLLUTION COVERAGE ENDORSEMENT</b>	
FORM 2021 (1006) .....	59
<b>LIMITS OF LIABILITY</b>	
FORM 100HE (0210) .....	5
<b>N</b>	
<b>NAMED INSURED</b>	
FORM 4817 (1209) .....	9
<b>NAVIGATIONAL WARRANTY</b>	
FORM 305 .....	12
<b>NON PYRAMIDING OF LIMITS</b>	
FORM 4020 (0608) .....	61
<b>NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT</b>	
IL 00 21 07 02 .....	25
<b>P</b>	
<b>POLICY CHANGES</b>	
FFPOL - POLICYCHGEND (0103) .....	44, 54, 55, 56, 57, 58
IL 12 01 11 85 .....	60
<b>PROTECTION AND INDEMNITY (P &amp; I) CLAUSES</b>	
FORM 4502 (1208) .....	49
<b>R</b>	
<b>RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE</b>	
NMA1622 .....	66
<b>RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE - PHYSICAL DAMAGE - DIRECT (U.S.A.)</b>	
NMA 1191 .....	65
<b>RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE-LIABILITY-DIRECT</b>	
NMA1477 .....	66
<b>S</b>	
<b>SERVICE OF SUIT CLAUSE (USA)</b>	
NMA1998 .....	63
<b>T</b>	
<b>TERRORISM EXCLUSION ENDORSEMENT</b>	
FORM 4013 (0406) .....	27
<b>THEFT OR MYSTERIOUS DISAPPEARANCE</b>	
FORM 213 (0303) .....	14

<b>TOTAL POLLUTION EXCLUSION ENDORSEMENT</b>	
CG 21 49 09 99.....	17
<b>U</b>	
<b>U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED NOT PURCHASED CLAUSE</b>	
LMA5092.....	28
<b>W</b>	
<b>WAR AND CIVIL WAR EXCLUSION CLAUSE</b>	
NMA464.....	64
<b>Y</b>	
<b>YOUR DUTIES IN THE EVENT OF A LOSS, OCCURRENCE, CLAIM OR SUIT</b>	
FFPOL-DUTIES (0603).....	68

FFPOL-DECCOM (0610)

Attaching To and Forming Part of Policy No: SA01755-R1-10581  
Policy Period: 5/5/2011 - 5/5/2012

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

## **LIMITS OF LIABILITY**

### **SCHEDULE**

#### **Primary General Liability and P&I Watercraft Liability Limits**

\$3,000,000	Aggregate
\$2,000,000	Each Occurrence
INCLUDED	P&I Liability
INCLUDED	Racing/Regatta Liability
\$2,000,000	Products & Completed Operations Liability Limit & Aggregate
\$2,000,000	Personal & Advertising Limit
\$1,000,000	Hired & Non-Owned Auto Liability Limit & Aggregate

#### **Sub Limits**

\$100,000	Fire Damage to Rented Premises Per Fire Limit & Aggregate
\$10,000	Medical Payment (Per Person)

Form 100HE (0210)

## COMPOSITE RATE ENDORSEMENT

### SCHEDULE

PREMIUM BASIS	EXPOSURE BASIS	RATE	PREMIUM
<b>CGL &amp; Watercraft Liability</b>	1,500	Minimum Premium	\$500
<b>Racing/Regatta Liability</b>	1	Flat Rate	\$4,800
<b>Hired &amp; Non-Owned Auto Liability</b>	1	Flat Rate	\$130
<b>Excess Liability</b>	\$5,300	20%	\$1,060

#### DEFINITION OF PREMIUM BASIS:

The word "Receipts" means the gross amount of money charged by the named insured or by others trading under their name for all goods or products sold or operations performed during the policy period and includes taxes, other than taxes which the named insured or such others collect as a separate item and remit directly to a governmental division.

The following is added to the Premium Audit condition:

The premium for this coverage is computed on a composite basis. The earned premium will be computed based on the exposure and rate shown in the Schedule.

**We** will retain the premium developed for any annual policy period that is shown in the Schedule.

**We** may audit at any time during the policy period, at **our** discretion or at the request of the first named insured, for purposes of changing the rate to reflect the effect of substantial exposure changed which would not otherwise be fully reflected by the rates shown in the Schedule.

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

## **DEDUCTIBLE LIABILITY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### **SCHEDULE COVERAGE, AMOUNT & BASIS OF DEDUCTIBLE**

**CGL/P&I BODILY INJURY \$250 PER OCCURRENCE  
CGL/P&I PROPERTY DAMAGE \$1,000 PER OCCURRENCE**

**APPLICATION OF ENDORSEMENT** (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductible applies to damages for all "bodily injury" and "property damage", however caused):

- A. Our obligation under the Bodily Injury Liability and property Damage Liability Coverages to pay damages on your behalf applies only to the amounts of damages in excess of any deductible amount stated in the Schedule above as applicable to such coverages.
- B. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the schedule above applies as follows:
  - 1. **PER OCCURRENCE BASIS.** If the deductible amount indicated in the schedule above is on a "per occurrence" basis, that deductible amount applies as follows:
    - a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury"
    - b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
    - c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
      - (1) "Bodily Injury"
      - (2) "Property Damage"
      - (3) "Bodily Injury" and Property Damage" combined
- C. The terms of this insurance, including those with respect to:
  - 1. Our right and duty to defend the insured against "suits" seeking those damages; and
  - 2. Your duties in the event of an "occurrence", claim or "suit apply irrespective of the application of the deductible amount.
- D. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as been paid by us.

Form 414 (0603)

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

## **LIMITATION OF COVERAGE TO DESIGNATED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERGE FORM

### **SCHEDULE**

#### **Designated Operations:**

##### **Rowing Club**

Per application  
Unlimited Locations

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

This insurance only applies to "bodily injury", "property damage", "personal injury", "advertising injury", and medical expenses arising out of the ownership, maintenance or use of the premises shown in the Schedule and operations necessary, or incidental to, those premises and operations.

Form 802A (0309)

Attaching to and Forming Part of Policy No: SA01755-R1-10581  
Policy Period: 5/5/2011 - 5/5/2012

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

## **NAMED INSURED**

The Named Insured Includes Directors, Officers, Members, Volunteers, Participants, Instructors and Coaches. Captains and paid crew are included while acting in that capacity on the insured vessel. Compliance with USCG licensing requirements is mandatory.

Form 4817 (1209)

Attaching to and Forming Part of Policy No: SA01755-R1-10581  
Policy Period: 5/5/2011 - 5/5/2012

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

## **BLANKET ADDITIONAL INSURED(S)**

It is agreed that this Policy will include, as an Additional Insured, any Landlord, Mortgagee, Sponsor, or Venue Host (such as a Boat Show Organizer or Governmental Authority), Franchisor/Licenser, but only to the extent that you are obligated by a "written contract" to include them as Additional Insured(s) and only with respect to work and/or operations performed by you or on your behalf.

The inclusion of an Additional Insured does not in any way extend the type of coverage afforded by the Policy, nor does it increase the limits of liability under the Policy.

Form 4815 (0110)

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

## INCLUSION OF ADDITIONAL INSUREDS

It is specifically Agreed:

- a. Such additional Assured(s) is/are included only with respect to such activities insured by this policy as would exist by the absence of the naming of additional Assureds and coverage hereunder shall in no way be considered extended by inclusion of additional Assured.
- b. The inclusion of additional Assureds shall in no way increase the limit of liability hereunder.
- c. In the event of cancellation or change in policy coverage, unless specifically endorsed in writing to the contrary hereon, no obligation is imposed on this Company to send notice of cancellation or change of coverage to an additional Assured and notice to the original named Assured shall discharge all obligations of this Company hereunder. This Company shall not be required to notify additional named Assureds of any cancellation received from the original Assureds hereon.

The following additional Assured(s) is/are Added to this Policy:

Sarasota County, Friends of Sarasota County Parks, Sarasota County Safety and Risk Services	1660 Ringling Blvd. 3rd Floor	Sarasota	FL	34236-0000
Benderson Development Company, LLC	8441 Cooper Creek Blvd.	University Park	FL	34201-0000
City of Miami Beach	1700 Convention Center Drive	Miami Beach	FL	33139-0000
Agency for Persons with Disabilities	1621 NE Waldo Rd	Gainesville	FL	32609-0000
Tampa Bypass Canal Rowing Council	3224 Parkland Blvd	Tampa	FL	33609-0000
Hillsborough County and Hillsborough County Commissioners	601 East Kennedy Blvd	Tampa	FL	33602-0000
Hillsborough County Parks, Recreation and Conservation Department	10119 Windhorst Road	Tampa	FL	33619-0000
Southwest Florida Water Management District	2379 Broad Street	Brooksville	FL	34601-6899
W. Kirk and Patricia L. Brown; Russell D. Minardi; Marc & Fern Skarupa; Joel & Sharon Montgomery	Williams Landing Road	Tallahassee	FL	32310-0000
Sarasota County Government	1660 Ringling Blvd	Sarasota	FL	34236-0000

Form 4816 (0305)

Attaching to and Forming Part of Policy No: SA01755-R1-10581  
Policy Period: 5/5/2011 - 5/5/2012

## **NAVIGATIONAL WARRANTY**

Warranted that the vessel be confined to the Coastal (if applicable) and Inland waters not to exceed 100 miles from Homeport or Launch Site.

Form 305 (0409)

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections and Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake 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:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representatives but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

## **THEFT OR MYSTERIOUS DISAPPEARANCE**

This endorsement modifies insurance provided under the following:

### **WATERCRAFT COVERAGE FORM**

It is understood and agreed that this Policy does not cover loss or damage caused by theft or mysterious disappearance of the insured's vessel and/or equipment, unless:

1. If on land, all insured items are secured by chain; kept in a locked fenced enclosure, or locked storage building;
2. If, while on a trailer, the insured items(s) are kept in a locked fenced enclosure, garage or building and secured with a trailer boat ball while attached to vehicle;
3. There is visible evidence of forcible entry indicating the use of tools, explosives, electricity, chemicals or other obvious means; and
4. Prompt notice of loss must be on record with the local police or other law enforcement department.

It is further understood and agreed that a special deductible of \$1000 or 10% of the value of the Hull, materials, engines and machinery, boat(s) gear and equipment, etc., and everything connected therewith, whichever is greater, applies to each and every theft and/or mysterious disappearance loss and separately to each and every unit, including total loss, whether on land or in the water.

The deductible amount shall be deducted from the adjusted and agreed claim.

FORM 213 (0303)

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

**EXCLUSION – WATER SKIING, SCUBA DIVING, PARASAILING,  
AND TUBE RIDES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

This insurance does not apply to “bodily injury”, “property damage”, or “personal injury” resulting from the following operations:

1. Water Skiing (or similar activities)
2. Diving Activities
3. Parasailing

Form 234 (0311)

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

## **EXCLUSION – SCUBA DIVING**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to “bodily injury” or “property damage” arising out of scuba diving or skin diving.

FORM 203 (0303)

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

## **EXCLUSION – PULLING**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

This insurance does not apply to “bodily injury” or “property damage” arising out of the towing (pulling) of any water skiers or water toy(s), with the exception of Tubes designed for the purpose of passengers being towed by watercraft, scheduled and approved by FFIG, prior to use. The approved Tubes are listed on the Watercraft Schedule attached to this policy. Banana boats and similar tubes by any other name are specifically excluded unless scheduled as mentioned above.

FORM 215M (0311)

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

## **EXCLUSION - WATERSKIING AND DIVING**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

In consideration of premium charged, it is hereby understood and agreed that such insurance as is afforded by this policy shall not apply as respects to any claims arising out of water skiing (or similar activities), or any claims arising from diving activities.

All other limits of Insurance remain as stated in form (Commercial General Liability Declarations).

FORM 214 (0303)

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

## **TOTAL POLLUTION EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Exclusion f. under paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages) is replaced by the following:

This insurance does not apply to:

**f. Pollution**

(1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened, discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand or order 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

(b) Claim or suit by or on behalf of a governmental authority 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.

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

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

## **PUNITIVE OR EXEMPLARY DAMAGES EXCLUSION**

This endorsement modifies insurance provided under the following coverage parts as they apply to the aforementioned policy:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART  
WATERCRAFT LIABILITY COVERAGE PART

**A. Liability Coverage is changed by adding the following exclusion:**

Regardless of any other provision of this policy, this policy does not apply to “punitive or exemplary damages” awarded against an “insured” or “additional insured”. However, if a suit is brought against an “insured” arising out of a claim which alleges both compensatory and “punitive or exemplary damages”, we will defend the entire suit with the understanding that we pay only the compensatory damages.

**B. Additional Definition**

“Punitive or exemplary damages” include damages which are awarded to punish or deter wrongful conduct, to set an example, to fine, penalize or impose a statutory penalty, and damages which are awarded for any other purpose other than as compensatory damages for “bodily injury” or “property damage”.

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

## **EXCLUSION - EMPLOYMENT- RELATED PRACTICES**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A.** The following exclusion is added to Paragraph 2.,  
Exclusions of COVERAGE A – BODILY INJURY AND  
PROPERTY DAMAGE LIABILITY: (Section I – Coverages)

This insurance does not apply to:  
“Bodily injury” to:

- (1)** A person arising out of any:
  - (a)** Refusal to employ that person;
  - (b)** Termination of that person’s employment; or
  - (c)** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
  
- (2)** The spouse, child, parent, brother or sister of that person as a consequence of “bodily injury” to that person at whom any of the employment-related practices described in paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1)** Whether the insured may be liable as an employer or in any other capacity; and
  
- (2)** To any obligation to share damages with or repay someone else who must pay damages because of the injury.

- B.** The following exclusion is added to Paragraph 2.,  
Exclusions of COVERAGE B – PERSONAL AND  
ADVERTISING INJURY LIABILITY: (Section I – Coverages)

This insurance does not apply to:  
“Personal and advertising injury” to:

- (1)** A person arising out of any:
  - (a)** Refusal to employ that person;
  - (b)** Termination of that person’s employment; or
  - (c)** Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
  
- (2)** The spouse, child, parent, brother or sister of that person as a consequence of “personal injury” to that person at whom any of the employment-related practices described in paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1)** Whether the insured may be liable as an employer or in any other capacity; and
  
- (2)** To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

**EXCLUSION – INFRINGEMENT, MISAPPROPRIATION, INTERFERENCE WITH PRIVACY AND UNFAIR COMPETITION**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

**2. Exclusions**

This insurance does not apply to:

**INFRINGEMENT, MISAPPROPRIATION, INTERFERENCE WITH PRIVACY AND UNFAIR COMPETITION**

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a.** Any infringement upon or dilution of copyright, trademark, patent, title, slogan, service mark, service name, trade name, trade dress, trade secret, or other intellectual property rights;
- b.** Any invasion or infringement of or interference with the right of privacy or publicity including, but not limited to, intrusion, public disclosure or private facts, unwarranted or wrongful publicity, false light or the use of name or likeness for profit;
- c.** Plagiarism or misappropriation of information, trade secrets, ideas or style of doing business;
- d.** "Unfair competition" as defined by statute or common law, both state and federal, whether or not pertaining to and alleged in conjunction with a claim of plagiarism, misappropriation of information or ideas, "piracy", infringement or dilution of copyright, title, slogan, trademark, trade name, trade dress, trade secret, patent, service mark, service name, or other intellectual property rights;
- e.** Any acts of the insured pertaining to the internet, web site(s), domain name(s), metatag(s), linking, framing or chatrooms the insured hosts, owns, or over which the insured exercises control.

**B. The following replaces exclusions I, k and l under Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**INFRINGEMENT, MISAPPROPRIATION, INTERFERENCE WITH PRIVACY AND UNFAIR COMPETITION**

"Personal and advertising injury" arising directly or indirectly out of :

- a.** Any infringement upon or dilution of copyright, trademark, patent, title, slogan, service mark, service name, trade name, trade dress, trade secret, or other intellectual property rights;
- b.** Any invasion or infringement of or interference with the right of privacy or publicity including, but not limited to, intrusion, public disclosure or private facts, unwarranted or wrongful publicity, false light or the use of name or likeness for profit;
- c.** Plagiarism or misappropriation of information, trade secrets, ideas or style of doing business;

"Unfair competition" as defined by statute or common law, both state and federal, whether or not pertaining to and alleged in conjunction with a claim of plagiarism, misappropriation of information or ideas, "piracy", infringement or dilution of copyright, title, slogan, trademark, trade name, trade dress, trade secret, patent, service mark, service name, or other intellectual property rights;

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

## **ABUSE/MOLESTATION EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to paragraph 2., Exclusions of Section I – Coverage A Bodily Injury and Property Damage Liability and Paragraph 2., Exclusions of Section I – Coverage B – Personal and Advertising Liability:

#### **I. ABUSE OR MOLESTATION EXCLUSION**

This insurance does not apply to “bodily injury” or “property damage”, personal injury”, “personal and advertising injury” or any injury arising out of:

1. The actual or threatened abuse or molestation or licentious, immoral or sexual behavior whether or not intended to lead to, or culminating in any sexual act, of any person, whether caused by, or at the instigation of, or at the direction of, or omission by, any insured, his employees, or any other person, or
2. The actual or alleged transmission of any communicable disease, or
3. Charges or allegations of negligent hiring, employment, investigation, supervision, reporting to the proper authorities, or failure to so report; or retention of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by paragraph 1. above.

Abuse includes, but is not limited to, negligent or intentional infliction of physical, emotional or psychological injury/harm.

**All other terms and conditions remain unchanged.**

Form 206 (0408)

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

**EXCLUSION – FIREARMS, FIREWORKS AND OTHER  
PYROTECHNIC DEVICES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. This insurance does not apply to “bodily injury”, “property damage”, “personal and advertising injury” or medical expenses including damages for care and loss of services:
  - (i) Arising from the ownership, maintenance, handling, igniting, operation, sponsorship, set-up or take-down or other use of:
    - a. Firearms, including handguns, revolvers, pistols, rifles, shotguns, air guns, semi-automatic weapons and similar devices;
    - b. Fireworks, including firecrackers, Roman Candles, flash powder, explosive compositions or combustible substances, pinwheels, skyrockets, ground displays, flares, smoke bombs, and similar devices that produce, when ignited or activated, sound, smoke, motion or a combination of these:  
by any Insured or by any person for which any Insured may be held liable in any capacity.
- B. This insurance does not apply to any obligation of any insured to indemnify, defend or contribute jointly or severally with another because of “bodily injury”, “property damage”, “personal and advertising injury” or medical expenses arising from any of the activities specified in A (i), above.

Form 232 (1007)

Attaching To and Forming Part of Policy No: SA01755-R1-10581  
Policy Period: 5/5/2011 - 5/5/2012

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

## **BIOLOGICAL / CHEMICAL EXCLUSION**

This Insurance does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from actual, threatened, feared or perceived use of any biological, chemical, radioactive or nuclear agent, material device or weapon.

**All other terms and conditions remain unchanged.**

Form 4018 (0604)

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

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY  
COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION  
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:
  - A. Under any Liability Coverage, to "bodily injury" or "property damage":
    - (1) With respect to which an "insured" under the policy is also 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 be an insured under any such policy but for its termination upon exhaustion of its limit of liability; 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 the 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. Under any Medical Payments coverage, to expenses incurred with respect to "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.
  - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "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 "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
    - (3) The "bodily injury" or "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", but if such facility is located with the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.  
"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

•  
“Source material”, “special nuclear material”, and “by-product material” have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

“Spent fuel” means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a “nuclear reactor”.

“Waste” means any waste material (a) containing “by-product 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 (b) resulting from the operation by any person or organization of any “nuclear facility” included under the first two paragraphs of the definition of “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 “waste”,

- (c) Any equipment or device used for the processing, fabricating or alloying of “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 “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 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.

“Property damage” includes all forms of radioactive contamination of property.

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

## **TERRORISM EXCLUSION ENDORSEMENT**

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as in the "U.S. Terrorism Risk Insurance Act of 2002" as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

Notwithstanding any provisions to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature, directly or indirectly caused by, resulting from, or in connection with any act of terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat, thereof, of any person or group(s) of persons whether acting alone or on behalf of, or in connection with, any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention of influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing, or in any way, relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance, the burden of proving to the contrary shall be on the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

**All other terms and conditions remain unchanged.**

## **U.S. TERRORISM RISK INSURANCE ACT OF 2002 AS AMENDED NOT PURCHASED CLAUSE**

*This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice*

It is hereby noted and agreed that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002" as amended ("TRIA") and the insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

This Endorsement only affects the Terrorism exclusion to which this insurance is subject. All other terms, conditions, insured coverage and exclusions of this insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

All other terms, conditions, insured coverage and exclusions of this insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this insurance.

LMA5092

21/12/2007

Form approved by Lloyd's Market Association

## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

### SECTION I - COVERAGES

#### COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
- (1) The amount we pay for damages is limited as describe in Section III – Limits Of Insurance; and
  - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
  - (2) The "bodily injury" or "property damage" occurs during the policy period.
  - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1 of Section II-Who is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
  - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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Page 1 of 16

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

##### 2. Exclusions

This insurance does not apply to:

###### a. Expected Or Intended injury

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

**b. Contractual Liability**

"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:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a 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. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**c. Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age of under the influence of alcohol; or
- (3) 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.

**d. Workers' Compensation and Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law of any similar law.

**e. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**f. Pollution**

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
  - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating or originating from equipment use to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site of location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) 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;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for
  - (l) Any insured

- (d)
  - (II) Any person or organization for whom you may be legally responsible; or
  - At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations be such insured, contractor or subcontractor. However, this subparagraph does not apply to:
    - (i) "Bodily injury" or "property damage" arising out of 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 fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
    - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
    - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
  - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory 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
  - (b) Claim or suit by or on behalf of a governmental authority 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".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of
  - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
  - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) 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;
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property.
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"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 out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

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:

- (1) "Your product",
- (2) "Your work"; or

- (3) "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.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

## COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

### 1. Insuring Agreement

- a.** We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

- b.** No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

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Page 5 of 16

### 2. Exclusions

This insurance does not apply to:

**a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury";

**b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;

**c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;

**d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of any insured;

**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed 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;

**f. Breach of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in you "advertisement";

**g. Quality of Performance Of Goods – Failure to Confirm To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

**h. Wrong Description Of Prices**

"Personal and advertising" arising out of the wrong description of the price of good, products or services stated in you "advertisement";

**i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of we-sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a, b., and c. of "personal and advertising injury" under the Definitions Section.

For the purpose of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

Page 6 of 16

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**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-Related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that nay 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 suit by or on behalf of a governmental authority 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".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) 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
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**COVERAGE C MEDICAL PAYMENTS**

**1. Insuring Agreement**

**a.** We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;

- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

## 2. Exclusions

We will not pay expenses for "bodily injury":

- a. **Any Insured**  
To any insured, except "volunteer workers."
- b. **Hired Person**  
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**  
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. **Workers Compensation And Similar Laws**  
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. **Athletics Activities**  
To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

CG 00 01 12 04

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Page 7 of 16

- f. **Products-Completed Operations Hazard**  
Included within the "products-completed operations hazard".
- g. **Coverage A Exclusions**  
Excluded under Coverage A.

## SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. Up to \$250 for 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.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All 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 \$250 a day because of time off from work.
  - e. All costs taxed against the insured in the "suit".
  - f. Prejudgment interest awarded against the insured on that part of the 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.
  - g. 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 applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee; and
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
  - (1) Agrees in writing to:
    - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (c) Notify any other insurer whose coverage is available to the indemnitee; and
    - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (2) Provides us with written authorization to:
    - (a) Obtain records and other information related to the "suit"; and
    - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorney's fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

**SECTION II – WHO IS AN INSURED**

- 1. If you are designated in the Declaration as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership of joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insured, but only with respect to their duties as trustees.
- 2. Each of the following is also an insured:
  - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or volunteer workers" is an insured for:
    - (1) "Bodily injury" or "personal and advertising injury":
      - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-

"employee" is either in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business.

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
  - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or
  - (d) Arising out of his or her providing or failing to provide professional health care services.
- (2) "Property damage" to property:
- (a) Owned, occupied or used by,
  - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b.** Any person (other than your "employee" or volunteer workers"), or any organization while acting as your real estate manager.
- c.** Any person or organization having proper temporary custody of your property if you die, but only:
- (1) With respect to liability arising out of the maintenance or use of that property; and
  - (2) Until your legal representative has been appointed.

CG 00 01 12 04

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Page 9 of 16

- d.** Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- 3.** Any organization you newly acquire or form, other than a partnership, joint venture of limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a.** Coverage under this provision is afforded only until the 90<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b.** Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c.** Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Names Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

- 1.** The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a.** Insured;
  - b.** Claims made or "suits" brought; or
  - c.** Persons or organizations making claims or bringing "suits".
- 2.** The General Aggregate Limit is the most we will pay for the sum of:
  - a.** Medical expenses under Coverage C;
  - b.** Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c.** Damages under Coverage B.
- 3.** The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
- 4.** Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
- 5.** Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a.** Damages under Coverage A; and
  - b.** Medical expenses under Coverage Cbecause of all "bodily injury" and "property damage" arising out of any one "occurrence".
- 6.** Subject to **5.** above, the Damage to Premises Rented To You Limit is the most we will pay under Coverage A for

damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part 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.

#### SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

##### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

##### 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense 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" 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; and
- (2) Notify us as soon as practicable.

You must 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 in the investigation or settlement of the claim or defense against 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, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

##### 3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part 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; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant of the claimant's legal representative.

##### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

###### a. Primary Insurance

This insurance is primary except when **b.** 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 **c.** below.

###### b. Excess insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk of similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

- (c) That is insurance purchased by you to cover you liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "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 the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) 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 bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit 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 limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any right or duties specifically assigned in this Coverage Part to the first Names Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against which claim is made of "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, 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.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V - DEFINITIONS**

1. **“Advertisement”** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.

2. **“Auto”** means

a. A land motor vehicle, trailer or semi trailer designed for travel on public roads, including any attached machinery or equipment.

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, “auto” does not include “mobile equipment”.

3. **“Bodily injury”** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. **“Coverage territory”** means;

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, provided the injury or damage occurs in the course of travel or transportation to or from any place not included in a. above; or

c. All parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in a. above; or

(2) 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, or

(3) “Personal and advertising injury” offenses that take place through the Internet or similar electronic means of communication

Provided 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.

5. **“Employee”** includes a “leased worker”. “Employee” does not include a “temporary worker”.

6. **“Executive officer”** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. **“Hostile fire”** means one which becomes uncontrollable or breaks out from where it was intended to be.

8. **“Impaired property”** means tangible property, other than “your product” or “your work”, that cannot be used or is less useful because:

a. It incorporates “your product” or “your work” that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

If such property can be restored to use by:

a. The repair, replacement, adjustment or removal of “your product” or “your work”; or

b. You’re fulfilling the terms of the contract of agreement.

9. **“Insured Contract”** means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that

indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. 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. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. **"Leased worker"** means a person leased to you by a labor 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".

11. **"Loading or unloading"** means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" 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, watercraft or "auto".

12. **"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 or rent;
- 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;

- 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;
- 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.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicles insurance law are considered "autos".

13. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. **"Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses
  - a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - f. The use of another's advertising idea in your "advertisement"; or
  - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. **"Pollutants"** mean 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
16. **"Products-completed operations hazard"**:
  - a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent 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. However, "your work" will be deemed completed at the earliest of the following times:
      - (a) When all of the work called for in your contract has been completed.
      - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      - (c) 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

- b. Does not include "bodily injury" or "property damage" arising out of:
  - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
  - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
  - (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.
17. **"Property damage"** means:
  - a. Physical injury to tangible property, including all 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 cause it; or

- b. 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

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells data processing devices or any other media which are used with electronically controlled equipment.

- 18. **"Suit"** means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
  - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 19. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 20. **"Volunteer worker"** means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 21. **"Your product"**:
  - a. Means:
    - (1) Any 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 business or assets you have acquired; and
    - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such good or products.
  - b. Includes:
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
    - (2) The providing of or failure to provide warnings or instructions.
  - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
- 22. **"Your work"**
  - a. Means:
    - (1) Work or operations performed by you or on your behalf; and
    - (2) Materials, parts or equipment furnished in connection with such work or operations.
  - b. Includes
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
    - (2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## POLICY CHANGES

POLICY NUMBER SA01755-R1-10581	POLICY CHANGES EFFECTIVE 5/5/2011	COMPANY Certain Underwriters at Lloyds
NAMED INSURED Florida Scholastic Rowing Association	AUTHORIZED REPRESENTATIVE First Flight Insurance Group, Inc.	
COVERAGE PARTS AFFECTED Commercial General Liability Coverage Form (CG 00 01 12 04)		
CHANGES		
<p>It is hereby agreed and understood that the following has been <b>deleted</b> from the above referenced policy.</p> <p>“Coverage C Medical Payments, 2., e. Athletics Activities To a person Injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.”</p> <p>It is hereby agreed and understood that the following has been <b>added</b> to the above referenced policy.</p> <p>“Coverage C Medical Payments, 2., e. Athletics Activities To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests unless related to covered activities. “Covered Activites” are those activities usual and incidental to the operations listed on the declaration page.”</p>		



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

## **HIRED AUTO AND NON-OWNED AUTO COVERAGE FORM**

### **Hired Auto Liability**

### **Non-Owned Auto Liability**

Insurance is provided only for those coverages for which a specific premium charge is shown in the Declarations or in the Schedule.

1. **HIRED AUTO LIABILITY**

The insurance provided under the Liability Coverage Form, Paragraph A.1. Business Liability, applies to "bodily injury" or "property damage" arising out of the maintenance or use of a "hired auto" by you or your "employees" in the course of your business.

2. **NON-OWNED AUTO LIABILITY**

The insurance provided under the "bodily injury" or "property damage" arising out of the use of any "non-owned auto" in your business by any person other than you.

### **For insurance provided by this endorsement only:**

1. The exclusions, under the Commercial General Liability Coverage Form, exclusions 2.d. and 2.f. and the Nuclear Energy Liability Exclusion, are deleted and replaced by the following:

a. **"Bodily injury" to:**

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

**This exclusion applies:**

- (a) Whether the insured may be liable as an employer or in any other capacity; and
- (b) To any obligation to share damages with or repay someone else who must pay damages because of injury.

**This exclusion does not apply to:**

- (a) Liability assumed by the insured under an "insured contract"; or
- (b) "Bodily injury" arising out of and in the course of domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

b. **"Property damage" to:**

- (1) Property owned or being transported by, or rented or loaned to the insured; or
- (2) Property in the care, custody or control of the insured.

2. **WHO IS AN INSURED**

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

- a. You;
- b. Any other person using a "hired auto" with your permission;
- c. For a "non-owned auto," any partners (if you are a partnership), "executive officer" of yours or members (if you are a limited liability company), but only while such "non-owned auto" is being used in your business; and
- d. Any other person or organization, but only for their liability because of acts or omissions of an insured under a., b. or c. above.

**None of the following is an insured:**

- (1) Any person engaged in the business of his or her employer for "bodily injury to any co- "employee" of such person injured in the course of employment, or to the spouse, child, parent, brother or sister of that co-"employee" as a consequence of such "bodily injury", or for any obligation to share damages with or repay someone else who must pay damages because of the injury;
- (2) Any partners (if you are a partnership), "executive officer" or owned by such partner, members (if you are a limited liability company) officer, member or any individual of his or her household; for any auto
- (3) Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
- (4) The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner of a "non-owned auto" or any agent or "employee" of any such owner or lessee;
- (5) Any person or organization for the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

3. **The following ADDITIONAL DEFINITIONS apply:**

- a. "AUTO BUSINESS" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
- b. "HIRED AUTO" means those "autos" you lease, hire, rent or borrow. "AUTO BUSINESS" means the business or occupation of selling, repairing, servicing, storing or parking "autos". This does not include any "auto" you lease, hire, rent or borrow from any of your "employees" or members of their households, or from any partner or "executive officer" of yours.
- c. "NON-OWNED AUTO" means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business.

4. **OTHER INSURANCE**

If other valid and collectible insurance is available to the insured for a loss we can cover under Hired and Non Owned Auto Liability, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when Paragraph b. 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 Paragraph c. below.

**b. Excess Insurance**

- (1) This insurance is excess over:
  - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis;
  - (b) Any other primary insurance available to you coverage liability for damages arising out of Auto Liability, for which you have been added as an additional insured by attachment of an endorsement
- (2) When this insurance is excess, we will have no duty under Hired and Non Owned Auto liability to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "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.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
  - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

- (b) The total of all deductible and self insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance show in the Declarations of this Coverage Part.
- c. Method of Sharing**
  - (1) If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.
  - (2) 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 limit of insurance to the total applicable limits of insurance of all insurers.

**This endorsement does not apply to Hired and Non Owned Auto - Physical Damage – Comprehensive and Collision.** Hired and Non Owned "autos" are not covered autos for physical damage under this coverage form

## Harborguard Operations Endorsement

Coverage is extended hereunder to include liabilities arising from Vessels used for Instruction, Charter and Rental subject to the following conditions and if premium is indicated on the Declaration page:

- 1 A copy of the rental contract / agreement and Check-in/Check-out Procedures must be provided with the Application.
- 2 Renters may not trailer units off-site.
- 3 Boats may be rented for personal recreation use only.
- 4 Rental operation must administer operation and boating safety instruction to all operators of rental vessels (including renters who have a valid safe boating certificate).
- 5 Swimming:
  - a. On Captained Charters the Captain must count swimmers on and off the boat; swimmers shall remain in sight, and each swimmer shall be offered a life jacket;
  - b. During the Safety Briefing the Insured must advise Bareboat Charterers they are solely responsible for safety of swimmers in their party.
6. Alcoholic Beverages: During the Safety Briefing the Insured must remind Charterers of hazards of drinking while on the water and operating watercraft, and advise Charterers they are solely accountable for any and all consequences attributable to their Party's consumption of Alcoholic Beverages during the period of the charter.
7. Boats must be fitted with USCG required safety equipment.
8. Coverage for Bareboat Charters is restricted to navigation between Dawn and Dusk.
9. Operators must be of at least the age required by local law for powerboats and sailboats with auxiliary engines.

### Minors:

Minors must wear life jackets aboard vessels. Coverage is excluded for injuries or death of children under the age of 6 unless in the Care, Custody and Control of a parent, guardian or responsible adult aboard at the time of the accident. All minors enrolled in Instructional Programs must have passed a documented swim test.

### Waivers/Release of Liability:

All Participants, Students, Members, Charterers and Guests shall sign a Waiver or Release of Liability which informs them of Boating's potential risks; the signed form shall be produced in event of a claim made against the Insured by a Participant.

## **SECTION TWO PROTECTION AND INDEMNITY (P & I) CLAUSES**

**1. Insured**

This Section insures the Insured named in the Declarations.

The Insurers waive all rights of subrogation against affiliated or subsidiary companies of the Insured but only the extent the liabilities of such companies are uninsured.

**2. Vessel**

Under this Section the Insurers will indemnify the Insured in respect of the matters set forth below, subject to all terms applicable to this Section, in respect of the vessel(s) listed in the Schedule of Watercraft.

If more than one vessel is listed in the Schedule of Watercraft, this Section shall apply as though a separate Insurance had been issued for each.

**3. Duration of Risk**

Coverage under this Section is effective during the period specified in the Declarations. Should the vessel(s) listed in the Schedule of Watercraft be at sea at the expiration of this Section, or in distress, or at a port of refuge or call, she/they shall be held covered until she/they reaches her/their port of destination, provided prior notice be given to the Insurers and provided the Insured agrees to any amended terms of cover and additional premium if required by the Insurers.

**4. Limit of Liability**

Liability under this Section in respect of all consequences of any one casualty or occurrence, including defense costs, shall not exceed the amount as stated in the Declarations less any applicable deductible, regardless of how many separate injuries or claims arise out of such casualty or occurrence.

**5. Deductibles**

There shall be deducted from the total amount payable by the Insurers under this Section with respect to all claims including costs of defense and expenses arising from any one casualty or occurrence, the amount of USD (see schedule of deductibles).

**6. Return Premium**

If the vessel(s) listed in the Schedule of Watercraft is/are sold, demise chartered or requisitioned coverage under this Section shall terminate on the date and at the hour when such disposition of the vessel(s) listed in the Schedule of Watercraft is/are effective and the Insurers will return premium on a pro rata daily net basis for the unexpired term.

**7. Indemnity**

Subject to all exclusions and other terms of applicable to this Section the Insurers agree to indemnify the Insured for any sums which the Insured, as owner of the vessel(s) listed in the Schedule of Watercraft, shall have become liable to pay, and shall have paid, in respect of any casualty or occurrence during the currency of this Insurance but only in consequence of

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any of the matters set forth hereunder PROVIDED, however, that if the interest of the Insured is or includes interests other than owner of the vessel(s) listed in the Schedule of Watercraft, the Insurers' liability shall not be greater than if the Insured was the owner entitled to all defenses and limitations of liability to which a ship owner is entitled.

- a. loss of life and bodily injury or illness; but excluding amounts paid under any compensation act;
- b. hospital, medical or other expenses necessarily and reasonably incurred with respect to loss of life, bodily injury to, or illness of, any person;
- c. crew member burial expense not to exceed USD 1,000 per person;
- d. repatriation expenses of crew member, excepting such as arise from the termination of any agreement in accordance with its terms, or the sale of the vessel(s) listed in the Schedule of Watercraft or other voluntary set of the Insured;

Wages may be included in such expenses when a statute requires payment of wages while waiting and during repatriation.

- e. damage to any fixed or movable object or property, howsoever caused, excluding however, damage to another vessel or any property aboard it caused by collision with the vessel(s) listed in the Schedule of Watercraft;
- f. cost or expense of, or incidental to, any attempted or actual removal or disposal of obstructions, wrecks or their cargoes under statutory power or otherwise pursuant to law, PROVIDED, however, that there shall be deducted from such claim for cost or expenses, the value of any salvage from the wreck inuring to the benefit of the Insured or any subrogee thereof;
- g. fines and penalties, including expenses reasonably incurred in avoiding or mitigating same, for the violation of any of the laws of the United States of America, or any State thereof, or of any foreign country; PROVIDED, however, that the Insurers shall not be liable to indemnify the Insured against any such fines or penalties resulting directly or indirectly from the failure, neglect, or default of the Insured or his managing officers or managing agents to exercise the highest degree of diligence to prevent a violation of any such laws;
- h. extraordinary expense arising from an outbreak of contagious disease, PROVIDED that the vessel(s) listed in the Schedule of Watercraft was not ordered by anyone acting on behalf of the Insured to proceed to a port where such disease was known or supposed to exist;
- i. cost incurred with the written consent of the Insurers, or reasonably incurred prior to receipt of advices from the Insurers, for investigation and defense of claims, valid or not, within the scope of the Section;
- j. port charges incurred solely for the purpose of putting into land an injured or sick seaman or passenger, and the net loss to the Insured in respect of bunkers, insurance, stores and provisions as the result of the deviation.

FF POL 4502 P&I (1208)

## 8. Exclusions

Notwithstanding anything to the contrary elsewhere herein the Insurers will not indemnify the Insured under this Section in respect of any of the following matters:

- a. any liability assumed under contract or otherwise;
- b. liability imposed on the Insured as punitive or exemplary damages, however described;
- c. any liability for any loss of, damage to, or expense in respect of, cargo or other property (including baggage and personal effects of passengers, mail and parcel post) carried, to be carried or which had been carried on board the vessel(s) listed in the Schedule of Watercraft, EXCEPT, HOWEVER, such liability imposed under the doctrine of cross liabilities for cargo on board the vessel(s) listed in the Schedule of Watercraft for which there is no coverage under any other policy held by the Insured;
- d. any liability or claim for, or any loss of, damage to, or expense in respect of property owned, leased, chartered or hired by the Insured;
- e. engagement in unlawful trade or performance of an unlawful act with knowledge of the Insured;
- f. cancellation or breach of any contract;
- g. bad debts;
- h. fraud, dishonesty or insolvency of the Insured, its agents or others;
- i. salvage charges, special charges, general average, freight, detention, demurrage or loss of use of the vessel(s) listed in the Schedule of Watercraft;
- j. any liability for, or any loss, damage, or expense arising from or accruing by reason of the towage of any other vessel or craft other than emergency towage of a vessel in distress at sea to a port or place of safety, EXCEPT, HOWEVER, this exclusion shall not apply to claims for loss of life, or bodily injury to, or illness or any person;

Emergency towage is deemed to be towage undertaken as a salvage service while the vessel(s) listed in the Schedule of Watercraft is on a voyage wholly unrelated to performance of such service.

- k. any liability for, or any loss, damage or expense while engaged in, or resulting from, any commercial diving operation or service from the vessel(s) listed in the Schedule of Watercraft;
- l. any liability for, or any loss, damage, cost, expense, fine or penalty of any kind or nature whatsoever, whether statutory or otherwise, incurred by or imposed on the Insured, directly or indirectly, in consequence of, or with respect to, the actual or potential discharge, emission, spillage or leakage upon or into the seas, waters, land or air, of substances of any kind or nature whatsoever.

FF POL 4502 P&I (1208)

## CONDITIONS

### 9. Forwarding of Process

It is a condition of this Section that the Insured forward to the Insurers, promptly upon receipt, copies of all communications, legal process and pleadings relating to any casualty or occurrence which may result in a claim under this Section.

### 10. Settlement of Claims

- a. It is a condition of this Section that the Insured shall not make any admission of nor agree to assume any liability either before or after any casualty or occurrence which may result in a claim under this Section.
- b. It is a condition of this Section that the Insured shall take such steps to minimize and avoid liability, before and after any casualty or occurrence, as would be taken by a prudent uninsured person.
- c. The Insurers shall have the option of naming the attorneys who shall represent the Insured in the prosecution of defense of any litigation or negotiations between the Insured and third parties concerning any claim covered by this Section, and in any event, the Insurers shall direct the progress of such litigation or negotiations.

### 11. Defense of Claims

If the Insured reports a liability claim that the Insurers assign to defense counsel it is a condition of this Section that the costs and fees incurred by such assigned defense counsel and their agents shall be deducted from the applicable Limit set forth in the Declarations which are made part of this Insurance.

### 12. Claims Cooperation

The Insured shall aid in securing information, evidence, obtaining witnesses, and shall cooperate with the Insurers in the defense of any claim or suit or in the appeal from any judgment, in respect of any casualty or occurrence as hereinbefore in this Section provided.

### 13. Subrogation

The Underwriters shall be subrogated to all the rights which the Insured may have against any other person or entity, in respect of any payment made under this Section, to the extent of such payment, and the Insured shall, upon the request of the Insurers, execute and shall deliver such instruments and papers as the Insurers shall require and do whatever else is necessary to secure such rights. In the event of any agreement or act, past or future, by the Insured, whereby any right of recovery of the Insured against any person or entity is released or lost to which the Insurers on payment of loss under this Section would be entitled to subrogation, but for such agreement or act, the Insurers shall be relieved of liability under this Section to the extent that their rights of subrogation have been impaired thereby; in such event the right of the Insurers to retain or collect any premium paid or due hereunder shall not be affected. The Insurers shall not be liable for the costs and expenses of prosecuting any claim or suit unless the same shall have been incurred with the written consent of the Insurers, or the Insurers shall be satisfied that such approval could not have been obtained under the circumstances without unreasonable delay and that such costs and expenses were reasonably and properly incurred, such

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costs and expenses being subject to the deductible. The Insurers shall be entitled to take credit for any profit accruing to the Insured by reason of any negligence or wrongful act of the Insured's servants or agents, up to the measure of their loss, or to recover for their own account from third parties any damage that may be provable by reason of such negligence or wrongful act.

**14. Other Insurance**

Provided that where the Insured is, irrespective of this Section, covered or protected against any loss or claim which would otherwise have been paid by the Insurers under this Section, there shall be no contribution or participation by the Insurers on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

**15. Assignments**

Neither this Section nor any claim or demand against the Insurers under this Section shall be assigned or transferred, and no person, excepting a legally appointed Receiver of the property of the Insured, shall acquire any right against the Insurers by virtue of this Section without the express consent of the Insurers endorsed hereon. This Section shall cease to be in effect 10 days after appointment of a Receiver, Trustee or any other transferee of the Insured's assets.

**16. CANCELLATION**

The policy may be cancelled by the Underwriters or by the Assured upon fifteen days written or telegraphic notice or otherwise endorsed by State provisions. The Underwriters may send notice to the Assured's last address known to them, or to the broker of record at the time when notice is given. At noon local time at the place of the sending of the notice on the fifteenth day after such notice shall have been mailed, telegraphed or telexed, the Policy shall cease to be in effect. The Policy may also be cancelled at any time by mutual agreement of the Assured and the Underwriters.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## POLICY CHANGES

POLICY NUMBER SA01755-R1-10581	POLICY CHANGES EFFECTIVE 5/5/2011	COMPANY Certain Underwriters at Lloyds
NAMED INSURED Florida Scholastic Rowing Association		AUTHORIZED REPRESENTATIVE First Flight Insurance Group, Inc.
COVERAGE PARTS AFFECTED Section Two Protection and Indemnity (P&I) Clauses FF POL 4502 P&I (1208)		
<b>CHANGES</b>		
<p>It is hereby agreed and understood that the following has been <b>deleted</b> from the above referenced policy.</p> <p>"2. Vessel Under this Section the Insurers will indemnify the Insured in respect of the matters set forth below, subject to all terms applicable to this Section, in respect of the vessel(s) listed in the Schedule of Watercraft. If more than one vessel is listed in the Schedule of Watercraft, this Section shall apply as though a separate Insurance had been issued for each."</p> <p>It is hereby agreed and understood that the following has been <b>added</b> to the above referenced policy.</p> <p>"2. Vessel Under this Section the Insurers will indemnify the Insured in respect of the matters set forth below, subject to all terms applicable to this Section, in respect of the vessel(s) listed in the Schedule of Watercraft and those unscheduled vessels usual and incidental to the operations described on the Declarations page.  This Section shall apply as though a separate Insurance had been issued for each vessel covered by this insurance."</p> <p>It is hereby agreed and understood that the following has been <b>deleted</b> from the above referenced policy.</p> <p>Number 8. Exclusions, Section I</p> <p>It is hereby agreed and understood that the following has been <b>deleted</b> from the above referenced policy.</p> <p>16. CANCELLATION And replaced with Florida Changes – Cancellation and Nonrenewal CG 02 20 12 04 which is attached.</p>		



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## POLICY CHANGES

POLICY NUMBER SA01755-R1-10581	POLICY CHANGES EFFECTIVE 5/5/2011	COMPANY Certain Underwriters at Lloyds
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COVERAGE PARTS AFFECTED Section Two Protection and Indemnity (P&I) Clauses FF POL 4502 P&I (1208)		
CHANGES		
<p>It is hereby agreed and understood that the following has been <b>added</b> to the above referenced policy.</p> <p>Racing Liability – Coverage is extended hereunder to include liability arising from Racing activity beyond Instruction or School supervision if premium is shown on the Declaration page, but in no event is coverage provided for Powerboat races. Race official and judges are additional insured with respect to their duties arising out of Race/Regattas of which the named insured host.</p>		



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## POLICY CHANGES

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COVERAGE PARTS AFFECTED Section Two Protection and Indemnity (P&I) Clauses FF POL 4502 P&I (1208)		
CHANGES		
<p>It is hereby agreed and understood that the following has been <b>deleted</b> from the above referenced policy.</p> <p>"7. e.damage to any fixed or movable object or property, howsoever caused, excluding however, damage to another vessel or any property aboard it caused by collision with the vessel(s) listed in the Schedule of Watercraft;"</p> <p>It is hereby agreed and understood that the following has been <b>added</b> to the above referenced policy.</p> <p>"7. e. damage to any fixed or movable object or property, howsoever caused;"</p>		



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## POLICY CHANGES

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COVERAGE PARTS AFFECTED Section Two Protection and Indemnity (P&I) Clauses FF POL 4502 P&I (1208)		
CHANGES		
It is hereby agreed and understood that the following change has been <b>added</b> to the above referenced policy.  Liability coverage is extended to all vessels owned by or in the Care, Custody and Control of the Insured.		



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## POLICY CHANGES

POLICY NUMBER SA01755-R1-10581	POLICY CHANGES EFFECTIVE 5/5/2011	COMPANY  Certain Underwriters at Lloyds
NAMED INSURED Florida Scholastic Rowing Association		AUTHORIZED REPRESENTATIVE First Flight Insurance Group, Inc.
COVERAGE PARTS AFFECTED Section Two Protection and Indemnity (P&I) Clauses FF POL 4502 P&I (1208)		
<b>CHANGES</b>		
<p>It is hereby agreed and understood that the following has been <b>added</b> to the above referenced policy.</p> <p>In consideration of the premium charged and subject to a limit of \$10,000 per person, per occurrence, it is understood and agreed this policy is extended to cover, without liability and without deductible, medical payments made by the Assured on account of loss of life, injury, or illness to any person, except as hereinafter excluded. This coverage shall be applicable only while the persons insured are in or upon, boarding or leaving the vessels(s) insured and such premises as may be included under this policy.</p> <p>This coverage shall not apply to:</p> <ol style="list-style-type: none"><li>1. Any person, who is being in or upon or in boarding or leaving the vessel, is a trespasser;</li><li>2. Any person to or for whom benefits are payable under any Workers' Compensation Act or law, the United States Longshore and Harborworkers' Compensation Act, or the Jones Act;</li><li>3. Any employee of the Assured; Volunteers are not excluded;</li><li>4. Any Assured or registered owner of the insured vessel(s).</li></ol> <p>However in no event shall this Company be liable for more than the Medical Payments limit specified on the declarations.</p>		



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

## **LIMITED POLLUTION COVERAGE ENDORSEMENT**

It is hereby noted and agreed that in consideration of the premiums charged herein, we agree to indemnify you for reasonable costs incurred by you preventing or mitigating a pollution hazard or threat thereof resulting directly from damage to the scheduled vessel, where coverage is affordable under this insuring agreement, provided always that such pollution hazard or threat thereof:

- a. Was sudden, unintentional and unexpected by you.
- b. That the incident commenced during the period of this insuring agreement.
- c. It became known to you within 72 hours of its commencement.
- d. Was reported to us in writing not later than seven (7) days after having become known to you.
- e. Was not a result of your want of due diligence of that or your managers, servants or agents to prevent or mitigate such pollution hazard to threat thereof.

The maximum amount recoverable under this section shall be \$50,000 less the policy deductible detailed under the Watercraft Schedule. These reasonable expenses must be incurred within one (1) year from the commencement of the incident giving rise to a claim hereunder, and will reduce any amount payment of this insuring agreement.

Nothing herein contained shall be held to vary, waive or extend any other term, clause, condition, warranty or exclusion contained in this insuring agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## POLICY CHANGES

POLICY NUMBER SA01755-R1-10581	POLICY CHANGES EFFECTIVE 5/5/2011	COMPANY Certain Underwriters at Lloyds
NAMED INSURED Florida Scholastic Rowing Association		AUTHORIZED REPRESENTATIVE First Flight Insurance Group, Inc.
COVERAGE PARTS AFFECTED Limited Pollution Coverage Endorsement – Form 2021, FFPOL-DBLTDPOLEND (1006)		
CHANGES		
<p>It is hereby agreed and understood that the following has been <b>deleted</b> from the above referenced policy.</p> <p>“The maximum amount recoverable under this section shall be \$50,000 less the policy deductible detailed under the Watercraft Schedule. These reasonable expenses must be incurred within one (1) year from the commencement of the incident giving rise to a claim hereunder, and will reduce any amount payment of this insuring agreement.”</p> <p>It is hereby agreed and understood that the following has been <b>added</b> to the above referenced policy.</p> <p>“The maximum amount recoverable under this section shall be \$1,000,000 less the policy deductible detailed under the Deductible Liability Insurance endorsement (FFPOL-LIABDED (0603)). These reasonable expenses must be incurred within one (1) year from the commencement of the incident giving rise to a claim hereunder, and will reduce any amount payment of this insuring agreement.”</p>		



Authorized Representative Signature

IL 12 01 11 85

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Copyright, ISO Commercial Risk Services, Inc., 1983

Attaching to and Forming Part of Policy No: SA01755-R1-10581  
Policy Period: 5/5/2011 - 5/5/2012

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

## **NON PYRAMIDING OF LIMITS**

In the event that any **Claim** or more than one **Claim** shall be covered in whole or in part, under this Policy, and any other Policy insured by Underwriters and issued by First Flight Insurance Group, Inc, the total applicable Limit of Liability shall not exceed the single largest Limit of Liability under any Policy. Such largest applicable Limit shall apply only once to such **Claim**. The Retention for each Policy shall be applied to the portion of such **Claim** that is allocated to the respective Insured.

**All other terms and conditions remain unchanged.**

Form 4020 0608)

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

## **CANCELLATION CLAUSE**

Notwithstanding anything contained in this Insurance to the contrary this Insurance may be cancelled by the Assured at any time by written notice or by surrender of this contract of Insurance. This insurance may also be cancelled by or on behalf of the Underwriters by delivering to the Assured or by mailing to the Assured by registered, certified or other first class mail, at the Assured's address as shown in this Insurance, written notice stating when, not less than 10 days thereafter, the cancellation shall be effective. The mailing of such notice as aforesaid shall be sufficient proof of notice and this Insurance shall terminate at the date and hour specified in such notice.

If this Insurance shall be cancelled by the Assured the Underwriters shall retain the customary short rate proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the earned premium hereon or the customary short rate proportion of any minimum premium stipulated herein whichever is the greater.

If this Insurance shall be cancelled by or on behalf of the Underwriters the Underwriters shall retain the pro rata proportion of the premium hereon, except that if this Insurance is on an adjustable basis the Underwriters shall receive the earned premium hereon or the pro rata proportion of any minimum premium stipulated herein whichever is the greater.

Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of Cancellation but such payment shall be made as soon as practicable.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

**All other terms and conditions remain unchanged.**

NMA1331

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

## **SERVICE OF SUIT CLAUSE (USA)**

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Assured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon Mendes & Mount, LLP, &50 Seventh Avenue, New York, NY 10019-6829 U.S.A. and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above named are authorised and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above named as the person to whom the said officer is authorised to mail such process or a true copy thereof.

**All other terms and conditions remain unchanged.**

NMA1998

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

## **WAR AND CIVIL WAR EXCLUSION CLAUSE**

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

**All other terms and conditions remain unchanged.**

NMA464

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

**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE -  
PHYSICAL DAMAGE - DIRECT (U.S.A.)**

This Policy does not cover any loss or damage arising directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination however such nuclear reaction nuclear radiation or radioactive contamination may have been caused \* NEVERTHELESS if Fire is an insured peril and a Fire arises directly or indirectly from nuclear reaction nuclear radiation or radioactive contamination any loss or damage arising directly from that Fire shall (subject to the provisions of this Policy) be covered EXCLUDING however all loss or damage caused by nuclear reaction nuclear radiation or radioactive contamination arising directly or indirectly from that Fire.

\* NOTE. - If Fire is not an insured peril under this Policy the words "NEVERTHELESS" to the end of the clause do not apply and should be disregarded.

**All other terms and conditions remain unchanged.**

**7/5/59  
NMA 1191**

Attaching to and Forming Part of Policy No: SA01755-R1-10581  
Policy Period: 5/5/2011 - 5/5/2012

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

## **RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE- LIABILITY-DIRECT**

*For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause-Liability-Direct) to liability insurances affording worldwide coverage.*

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

*For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause-Liability-Direct) to liability insurances affording worldwide coverage.*

NMA1477

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

## **RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES EXCLUSION CLAUSE**

This Policy does not cover

- (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
- (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - i. ionising radiations or contamination by radioactivity form any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

N.M.A. 1622

Attaching to and Forming Part of Policy No: SA01755-R1-10581  
Policy Period 5/5/2011 - 5/5/2012

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

## **COVERED TERRITORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION V – DEFINITIONS

Only Item 4.a is amended to extend coverage and read as follows.

Items 4.b and 4.c are not changed nor deleted.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada; all parts of the world if:
  - (1) Location is listed as a scheduled location in the Insured's current policy.

Additional Premium: Included

Form 4041 (1005)

## **YOUR DUTIES IN THE EVENT OF A LOSS, OCCURRENCE, CLAIM OR SUIT**

- a. As a condition precedent to coverage under this Policy, You must report immediately to Us any occurrence, loss, damage or expense which may be covered under this Policy. To the extent possible, this notice should include: full details of how, when and where the occurrence, loss or damage took place; the names and addresses of any injured persons and witnesses; and the nature of any injuries to persons or damage to property. You also are required to notify the police immediately of any actual or suspected theft, vandalism or malicious damage to Your insured property.
- b. We shall have the right to inspect Your insured property and take samples of damaged and undamaged property for inspection, testing and analysis. Except as expressly permitted, with respect to Repair or Replacement Parts, You shall not repair or replace any damaged property until We have completed our inspection, testing and analysis.
- c. Within sixty (60) days after any loss covered under this Policy, You must file with Us a sworn, written proof of loss, setting forth the details of the loss and the amount claimed. We also may require You submit to an examination under oath. If You do not submit a sworn proof of loss within sixty (60) days, or if You refuse to submit to an examination under oath, any claim by You for coverage under this policy will be void.
- d. As a condition precedent to coverage under this Policy, You must notify Us immediately of any claim made or lawsuit brought against You for any liability that is covered under this Policy. You also must immediately send Us copies of any demands, notices, summonses or legal papers that You or Your representatives receive.
- e. We will have the right to settle any claim made or lawsuit brought against You for liability covered under this Policy. We also will have the right to defend, with the counsel of our choice, any lawsuit brought against You for liability covered under this policy. We will pay the costs of defending such lawsuit. You must cooperate with Us in all aspects of our investigation, defense and settlement of any claim or suit, attend hearings, depositions and trial, and assist in obtaining evidence and the attendance of witnesses. If You do not cooperate with Us, We will have no obligation to indemnify You for any damages awarded.
- f. You shall not, except at Your own cost, admit any liability or make any payment to any person for any liability covered under this Policy without our prior consent.

Attaching To and Forming Part of Policy No: SA01755-R1-10581  
Policy Period: 5/5/2011 - 5/5/2012

## **CLAIM (INCIDENT) NOTIFICATION & REPORTING CLAUSE**

The insured as scheduled above, upon written notice of any accident/occurrence likely to give rise to a claim hereunder, shall give immediate advice thereof to the underwriters through:

**Sagicor Claims Management, Inc.**

**Telephone: (951) 676-7016**

**Fax: (951) 676-7017**

**Email: [reporting@sagicorclaims.com](mailto:reporting@sagicorclaims.com)**

It is understood and agreed that notification to the above shall be as notification to Underwriters. Failure to provide written notice as set forth above will be considered a failure of a condition to coverage and may at the option of the Underwriters render YOUR policy null and void in relationship to any accident or occurrence not properly and promptly set forth in written notice as called for herein.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

FORM 4015 (0410)

## INCIDENT REPORT FORM

This incident report and the information which is enclosed in this report is considered to be privileged and specifically for the use of your Insurance Company.

Do not under any circumstances' release a copy of this report to any party other than your Insurer.

While it does not necessarily follow that each incident resulting from your business operations will result in some form of legal action, the possibility does exist that a claim could occur.

If an incident does occur during the time that you do have responsibility for paying customers, there are several steps you should follow in addition to completing this accident report:

1. Keep all equipment that was being used at the time of the incident until directed otherwise by the Insurance Company. Ensure that all equipment is collected or retrieved from the surrounding area. It will be necessary for all equipment being used at the time of the incident to be inspected and possibly taken away by the Insurance Company or its representatives for analysis. If equipment needs to be replaced for ongoing activities, it is imperative that the replaced, damaged or worn equipment is kept in a safe place by the operator.
2. Render aid to the best of your ability, but do not attempt to perform medical procedures, which exceed your skill and your training.
3. Do not volunteer to anyone an opinion as to why the accident occurred. Limit your discussion to the facts, as you know them. Do not make conjectures and do not attempt to assess "blame" on anyone. Save your opinions for this report. Do not tell anyone that "It's all my fault" or words to that effect. Even if you have a feeling of guilt, do not discuss it with others.
4. Co-operate with the law enforcement personnel that may be called to assist. While answering their questions, follow the instructions outlined in (2) above. Limit your answers to the facts, as you know them.

5. Be certain to obtain the names, addresses and telephone numbers of all witnesses. This includes even those who you may consider to be hostile ones. For your protection, we need to know all those who are in any way connected with the incident.
6. It is essential that you keep track of any equipment, which may be involved in the incident. If you own or have control of the equipment involved in the incident you must retain and protect this should a claim be made. If you do not own or control the equipment then advise us where it went, who had control of it and details of its condition when you last saw it.
7. Be certain that you include a photocopy or the original of all waiver and release forms that you had the injured party complete if the injured party was under your supervision.
8. Please use as many additional sheets of paper as are necessary to insure that a clear and complete accounting of the incident is submitted.
9. After you have prepared this report to the best of your ability, it should be submitted as soon as possible to the name and address detailed on the 'Claim Notification' form within your policy.

***If you have specific questions or problems relating to an incident or in filing this report, please call Sagicor Claims at the address detailed on the 'Claim Notification' form within your policy.***

Name Insured		Policy No.	
Address		Phone (Day)	
City, State, Zip		Phone (Evening)	
Contact Person			

Incident Location		Incident Date	
Injured Party:		Sex:	
		Age:	

Briefly describe the experience level of the injured party, if known, with the watercraft that was used. Describe the incident and the events leading up to it, including the damages to the injured party as known at the time of preparing this report.

Please give all details as to the safety personnel, assistants present, water conditions, rescue methods, equipment failures, if known, length of time to effect rescue, emergency procedures employed, first aid administered, and other agencies responding to the incident, if any.

In general, please give your best narrative as to the events involved in the incident. Use additional pages if needed to give a complete account of the facts:


Please describe your current watercraft operator status, i.e., USCG Licensed Captain; whatever best describes your current certification and skill level. Also, describe your relationship to the incident, (i.e., Were you a witness?, Were you actively involved with the injured party?), whatever best describes your relationship to the events described in this report:


Please list the names, addresses and the telephone numbers of all witnesses that you are aware of. Use separate attachments if necessary to insure a complete list:

<b><u>NAMES</u></b>	<b><u>ADDRESSES</u></b>	<b><u>PHONE NUMBERS</u></b>

Attaching to and Forming Part of Policy No: SA01755-R1-10581  
Policy Period: 5/5/2011 - 5/5/2012

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

## **APPLICATION WARRANTY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY and P&I COVERAGE FORM

By acceptance of this Policy, the "insured" agrees that the statements in the Named Insured's application attached hereto and made a part hereof, and any supplemental materials and information submitted therewith, are representations that they shall be deemed material, that this Policy is issued in reliance upon the truth of such representations, and that this Policy embodies all agreements existing between the "insured" and the Company, and any of its agents, relating to this insurance.

**COPY OF SIGNED APPLICATION MUST BE ATTACHED TO THIS ENDORSEMENT.  
ALSO FLORIDA CHANGES – CANCELLATION AND NONRENEWAL CG 02 20 12 04**

Form 413 (0603)



# HarborGuard

## RENEWAL QUESTIONNAIRE

Name of Organization Florida Scholastic Rowing Association (FSRA)

Address 6 Anchor Drive Indian Harbour Beach, FL 32937

Renewal Date 5-5 ~~2010~~ /2011

**We are Members of the Following Organization(s):**

ASA \_\_\_\_\_ US SAILING \_\_\_\_\_ US ROWING  NOARA  DRAGON BOAT SOCIETY \_\_\_\_\_

Please complete the following. Note that Coverage will not be provided if left blank or if 0 or N/A is written in.

Number of Members \_\_\_\_\_ Number of Students 1500 Total 1500

If Jones Act or Crew Coverage is desired for Launch Operators, instructors and coaches, the typical number on the water at any one time is: n/a.

The head Coach/Instructor on duty is certified for instruction: YES  NO \_\_\_\_\_

Charter: If you rent boats to the Public or provide boats for Members' use, please enter the Gross Receipts, Memberships or Dues for the proposed policy period: n/a.

Ship Stores Sales (if any): Estimated Gross Receipts for proposed policy period n/a.

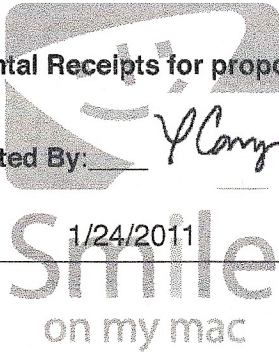
Boat Repair Receipts for proposed policy period: n/a.

Boat Storage and Moorage Receipts for proposed policy period: n/a.

Slip Rental Receipts for proposed policy period: n/a.

Completed By:  Printed Name F Patrick Casey

Date 1/24/2011



## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act of 2002 ("TRIA") as amended, that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, *as defined in Section 102(1) of the Act, as amended*, which occur on or after January 1 2008 and before the expiry of the policy to which this notice applies. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Coverage under your existing policy may be affected as follows:

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

### SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE

YOU HAVE THIRTY (30) DAYS TO CONSIDER THIS OFFER OF COVERAGE FOR TERRORIST ACTS AND SUBMIT THE PREMIUM. IF WE DO NOT RECEIVE THE QUOTED PREMIUM BY \_\_\_\_\_, YOU WILL NOT BE COVERED FOR LOSSES ARISING FROM ACTS OF TERRORISM.

	I hereby elect to purchase coverage for acts of terrorism for a prospective premium of \$ _____ being for the period beginning January 1 2008 and ending on the date of expiry of the policy to which this notice applies.
	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism that were previously excluded.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
Company Title  
Signatory should be a senior officer.  
LMA9010 21/12/07 Form approved by Lloyd's Market Assoc

\_\_\_\_\_  
Date

FFPOL - TERRNOTICE (0108)

