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June 22, 2020

Via Email: [aferry@alliant.com](mailto:aferry@alliant.com)

**MARINE POLICY OF INSURANCE**  
**Renewal Binder**

**Navigators Reference: SF20LIA00290401**

**BROKER/AGENT:** Andrea Ferry  
Alliant Insurance Services, Inc.  
100 Pine Street 11th Floor  
San Francisco, CA 94111-5113

**NAMED INSURED:** Bay Cities Joint Powers Insurance Authority

**ADDRESS:** 1750 Creekside Oaks Drive, Sui, Sacramento, CA 95833

**INTEREST:** **Excess Marine Liabilities including Marina Operator's Legal Liability and Protection & Indemnity**

**ADDITIONAL INSURED:** Westport Harbor

**POLICY PERIOD:** July 1, 2020 00:00 Local Time To  
July 1, 2021 00:00 Local Time

**LIMIT OF LIABILITY:**

USD 5,000,000.00 Any One Accident or Occurrence Combined Single Limit  
All limits inclusive of defense costs and legal fees

**UNDERLYING INSURANCE:**

As declared on Schedule of Underlying Insurances

**CONDITIONS:**

Navigators Excess Liabilities Standard Form  
Health Hazard (Specific) Endorsement  
Economic Sanctions Limitation and Exclusion Clause  
Employment Practices Liability Exclusion  
AIMU Chemical, Biological, Bio-chemical and Electromagnetic Exclusion Clause  
AIMU Extended Radioactive Exclusion with U.S.A Endorsement  
Absolute Terrorism Exclusion

**CONDITIONS: (continued)**

Pollution Buyback Endorsement  
Punitive Damages Exclusion  
Asbestos Exclusion Endorsement  
Institute Cyber Attack Exclusion (10 11 03)  
Professional and Errors & Omissions Liability Exclusion (Absolute)  
Nuclear Energy Liability Exclusion (Broad Form)

**SUBJECTIVITIES:** This Renewal Binder is subject to the receipt, review, and acceptance of the following:

Complete schedule of underlying insurances  
5 years of currently valued carrier loss/claims runs

**PARTICIPATION:**

Navigators Insurance Company 100%

**PREMIUM:**

USD 14,000.00 Annual Flat

TRIA/TRIPRA Coverage Declined

Premium Breakdown by Participant

100% USD 14,000.00 Navigators Insurance Company

**COMMISSION:**

Excess Marine Liabilities 10.00%



Date of Issue: June 22, 2020

## SCHEDULE OF UNDERLYING INSURANCES

This policy shall provide coverage excess of the coverages and Limits of Liability shown below but subject to the terms, conditions, exclusions and limitations of this Policy. The listing below of Underlying Insurances which include risks not otherwise insured against under this Policy, shall not be deemed to be an acceptance by the Company as protection against such risks, nor shall the Insured recover from the Company any deductible or self-insured retention under such Primary Policies.

Underlying Insurance	Primary Limits (Minimum)
Protection & Indemnity International Marine Underwriters Policy No. B5JH84776 Per Primary Vessel Schedule	USD 1,000,000. Each Accident or Occurrence
Marina Operator's Legal Liability International Marine Underwriters Policy No. B5JH84776 At Following Marinas: Berkeley, Brisbane, Docktown. Note: No MOLL coverage at Redwood City.	USD 1,000,000. Each Accident or Occurrence

**This Policy shall insure on a following form basis pursuant to the terms and conditions of the underlying primary policy noted above, including all endorsements and forms that are attached to and form part of the underlying insurances. In the event of conflicting terms between the terms and conditions of this Policy and the terms and conditions of the underlying primary policy, the terms and conditions of this Policy shall be paramount to the terms and conditions of the underlying primary policy. Coverage shall not apply to underlying Hull And Machinery Insurances other than Collision Liability.**

**Any change to the underlying primary policy, subsequent to its issuance, that extends the policy period, adds Additional Insureds, locations or vessels, or broadens coverage, shall not be covered hereunder unless such change is also endorsed onto this Policy. However, this provision shall not apply to extensions of coverage for Additional Insureds, Waivers of Subrogation, or other blanket policy extensions issued under Contractual Liability, Blanket Additional Insureds, Blanket Waiver of Subrogation or other similar blanket extensions of the underlying primary policy agreed at inception.**

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## EXCESS LIABILITIES

1. This Policy insures against liabilities of the Insured as per the Underlying Insurances shown on the Schedule Of Underlying Insurances of this Policy but subject to the terms, conditions, exclusions and limitations of this Policy.

The Company agrees to indemnify the Insured on a following form basis for all liability, loss, damage, or expense insured under the scheduled underlying policies described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"); but this insurance is warranted free from claim hereunder unless such liability in respect of the same accident (or occurrence, if the Limits of Liability of the Primary Policies are written on an occurrence basis) exceeds the Limits of Liability of the Primary Policies in which event the Company shall be liable only for the amount by which such liability exceeds such underlying Limits of Liability, but in no event for more than the Limit of Liability of this insurance.

2. The Insured, upon knowledge of any occurrence likely to give rise to a claim hereunder, shall give prompt written notice thereof to the Company.
3. The Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured, but the Company shall have the right and shall be given the opportunity (without incurring any liability for costs or expenses thereof except as herein provided) to associate with the Insured or the underwriters on the Primary Policies, or both, in the defense and control of any claim, suit or proceeding which involves or appears likely to involve the Company in which event the Insured, the underwriters on the Primary Policies and the Company shall cooperate in all matters in the defense of such claim, suit or proceeding.
4. In the event the Insured or the underwriters on the Primary Policies elect not to appeal a judgment in excess of the Limits of Liability as stated in the Primary Policies, the Company may elect to make such an appeal at their sole cost and expense and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of the Company exceed the Limit of Liability of this insurance plus the cost and expense of any such appeal.
5. In the case of any payment made hereunder, the Company may act together with all other interests (including the Insured) in the exercise of any rights of recovery against third parties with respect to the loss paid by the Insured, underwriters on the Primary Policies and the Company. The apportionment of any amounts which may be recovered from third parties shall follow the principle that any interest (including that of the Insured) that shall have paid an amount over and above any payment made hereunder by the Company shall first be reimbursed up to the amount paid thereby; the Company will then be reimbursed out of any balance remaining up to the amount paid thereby and hereunder; finally, the interests (including that of the Insured) of whom this Policy is in excess are entitled to claim the balance, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the interests (including the Insured) concerned, in the proportion that their respective recoveries are finally settled.

6. The term "Insured" is used severally and not collectively, but the inclusion herein of more than one Insured shall not operate to increase the liability of the Company arising out of any one accident or occurrence.
7. Regardless of the number or types of liabilities insured against hereunder, or the number of vessels or risks involved, the Company shall not be liable under this Policy for more than the Limit of Liability appearing on the Declarations of this Policy, any one accident or series of accidents arising out of the same event, but in no event shall the liability of the Company under any individual section of this Policy exceed the Limit of Liability scheduled for that section in Column "A" below for any accident or series of accidents arising out of the same event.
8. **ECONOMIC SANCTIONS LIMITATION AND EXCLUSION CLAUSE:** No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

The United States of America trade or economic sanctions, laws or regulations shall include, but not be limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) and sanctions that may be imposed by the U.S. Department of State under the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010 (CISADA).

9. **MAINTENANCE OF UNDERLYING INSURANCE:** It is a condition of this policy that the policy or policies (or renewals or replacements thereof) referred to in the "SCHEDULE OF UNDERLYING INSURANCES" and that Column B "Primary Limits" shall be **the MINIMUM** amount applicable to any scheduled coverage and shall be maintained in full force and effect during the term of this policy. No changes shall be made in such primary policies which broadens the insuring conditions thereof or reduces the amounts collectible thereunder. This Company shall be furnished copies of the primary policy(s) and any amendments thereto upon request.

In the event of breach or failure of the insured to comply with the aforesaid condition; or any reduction or exhaustion of any aggregate limit in any underlying insurance; or bankruptcy, insolvency, or default of an underlying carrier; the Named Insured's rights of recovery under this policy shall not be prejudiced or invalidated. However, the underlying limit(s) scheduled hereunder shall be deemed to have been reinstated in full for the purpose of this policy and this Company shall only be liable to the same extent it would have been had all applicable underlying policies scheduled hereunder been maintained in full force and effect at the time of the accident or occurrence. This insurance shall not "drop down" to pick up any gap in coverage or difference in amount collectible or deductible or self-insured retention or become primary coverage below the amounts shown in the "SCHEDULE OF UNDERLYING INSURANCE" of this policy.

10. **CANCELLATION:** This Policy may be canceled by either the Named Insured or the Company giving 30 days advance written notice to the other (except the Company may give 10 days notice for non-payment of premium). The mailing or delivering of such notice to

the last known address of the Insured or Company shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period.

If cancellation is at the Insured's option, the Company will retain earned premium hereunder as per the Company's customary *short rate* table. Upon surrender of the original Policy or execution of a Lost Policy Release by the Insured, the Company will return the unearned portion of the premium, subject to any *Minimum Retained* Premium stated in the policy. If this policy is on an "audit" or "reporting" basis, the Insured shall still be obligated to report the premium basis (e.g. payroll or gross revenues) for the period of time the Company was at risk and the earned premium shall be calculated at the policy rate, subject to any minimum earned premium stated in the Policy.

If cancellation is at the Company's option, *pro rata* unearned premium will be returned for the period of time the Company was no longer at risk.

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## EXCLUSIONS (CLAUSE PARAMOUNT)

The following exclusions shall apply to all sections of this policy and shall override and supersede any provision of any underlying policy, EVEN IF SUCH COVERAGE IS PROVIDED BY AN UNDERLYING POLICY, unless otherwise agreed by this Company and specifically endorsed hereon in writing.

THIS POLICY SHALL EXCLUDE and be free of any claim for any direct, indirect and/or consequential liability, expense and/or duty to defend caused by, arising out of, or resulting from:

- A. Violation of or non-compliance with **statutes, laws**, ordinances or regulations regarding:
  - 1. Employment practices, people with disabilities; molestation, harassment or humiliation of any person; and/or discrimination of age, race, creed, color, national origin and/or sex;
  - 2. Responsibilities and/or duties imposed upon the Insured by the Unemployment Compensation Act and/or Employees Retirement Income Security Act (ERISA);
  - 3. Responsibilities and/or duties imposed upon the Insured by any Securities and Exchange Act;
  - 4. Anti-trust laws, unfair competition, unfair business practices, false advertising, restraint of trade or any similar acts or regulations;
  - 5. Any other law, statute, ordinance or regulation unless such claims are for damages occasioned by actual or alleged bodily injury or death or physical loss of or damage to tangible property, including loss of use resulting therefrom;
  
- B.
  - 1. Responsibilities and/or duties imposed upon the Insured by **Worker's Compensation** acts, **Longshoremen and Harbor Worker's Compensation** Act, Defense Base Act, Outer Continental Shelf Lands Act or any similar compensation act of any District, State, Province or Nation;
  - 2. Occupational Disease in respect of any employee that may arise under any workmen's compensation law, unemployment compensation or disability benefit laws, Federal Longshoremen and Harbor Workers Act, or any similar laws. Employee includes, without limitation, "borrowed, leased and contract employees" of the Insured;
  - 3. Liability for injury, illness, or death of any employee of the Insured (including borrowed servants or contract employees) while working in their capacity as such or while covered under any Worker's Compensation Act or the U.S. Longshore & Harbor Workers Act.

These exclusions apply whether the Insured may be liable as an a) an employer, b) by reason of the relationship of master and servant (except as respects masters or crew of vessels insured hereunder when covered by an Underlying Policy), or c) any obligation to share damages with or repay any party who is required to pay damages because of the injury;

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- C. **Willful acts** and/or Bodily Injury or Property Damage reasonably expected or intended by the Insured. However, this exclusion does not apply to Bodily Injury or Property Damage resulting from the use of force to protect persons or property;
- D. **Fines, penalties**, assessments, or any type of punitive, exemplary or treble damages and/or any damages resulting from the multiplication of compensatory damages;
- E. **Fraud**, infidelity and/or dishonesty of the Insured, or any representative or employee of the Insured committed individually or in collusion with others;
- F. **Wrongful discharge, termination, dismissal, suspension or other disciplinary action of employees or other liabilities arising out of “employment practices”**;
- G. Fiduciary responsibility for or mismanagement of any **Employee Benefit Plan(s)**;
- H. **Stockholder's** derivative actions;
- I. Liability of **Directors and/or Officers** individually or collectively for any breach of duty, neglect, error, misstatement, misleading statement or omission;
- J. **Pollution** or contamination arising out of:
1. Actual or potential pollution, release, emission, spillage, escape or leakage, seepage, contamination, discharge, dispersal, disposal or dumping OF: smoke, vapors, soot, spoils, fumes, acids, alkalis, oil or other petroleum products or derivatives, refuse, liquids or gases, waste materials or substances, sewerage, dredging spoils, asbestos, or other toxic or noxious chemicals, irritants, contaminants or pollutants into or upon land, atmosphere, environment, oceans, seas, rivers, lakes or any other watercourse or body of water;
  2. The cost of evaluating, monitoring, controlling, removing, nullifying, mitigating or **cleaning-up** any such substances listed in paragraph 1 above;
  3. Consequential loss of, damage to or loss of use of property directly or indirectly resulting from subsidence caused by sub-surface operations of the Insured;
  4. Removal of, loss of or damage to sub-surface oil, gas or any other substance;
  5. Fines, penalties, punitive damages, exemplary damages, treble damages and/or any damages resulting from the multiplication of compensatory damages;
  6. Any site or location used in whole or in part for the handling, processing, treatment, storage, disposal or dumping of any waste materials or substances or the transportation of any waste materials or substances. Notwithstanding the above, this exclusion shall not apply to any claim or liability for heat, smoke or fumes from a “hostile fire”. Hostile fire means a fire which becomes uncontrollable or breaks out or spreads from its intended place;



- K. As respects liability or expenses arising out of **Products** and/or **Completed Operations**, the following exclusions shall apply:
1. Faulty design; deficiency, inadequacy or unsuitability for its intended purpose; or for betterment or alteration in design;
  2. The expense of re-doing work improperly performed by or on behalf of the Insured; replacement of improper materials, or defective parts or equipment furnished in connection therewith; or damage to the Insured's product or work;
  3. Expense of recall, withdrawal, inspection, repair, replacement, adjustment, removal or disposal of any product of the Insured;
  4. Any contract, warranty, or indemnity agreement assumed by the Insured, unless such liability would have arisen in the absence of such contract or agreement;
  5. Recommendations, advice or professional services given in connection with the use, application, or storage of such goods, products or materials; or failure to give adequate instructions or warnings;
  6. Resultant Loss of Use or Revenue of the Insured's customer or claimant arising from such product or operation;
  7. Loss or damage to property that has not been physically injured but arises out of an alleged or potential defect or dangerous condition in the product or work;
  8. Claims arising out of the following products or parts used in such products: aircraft (including parts), animal feeds and additives, asbestos or items containing asbestos, motor vehicles, chemicals (including herbicides and pesticides), pharmaceuticals, cosmetics, electronics (other than for maritime use), or toys.
- L. **Professional Indemnity** and/or any type of errors and omissions and/or malpractice, except with respect to Bodily Injury or Property Damage directly resulting therefrom;
- M. **Non-payment** of rents, royalties, charter hire, loans, mortgages, promissory notes or other debts or for willful breach of or cancellation of or failure to perform any contract, warranty of fitness, quality of work, surety, fiduciary duty, or for insolvency or inadequacy of capital;
- N. Claims for infringement of **patent(s) or copyright(s)**; unauthorized use of trade mark(s) or trade names(s); misappropriation of design(s), drawing(s), titles, slogans, process (es) or procedure(s) or style of doing business; or for claims based on misappropriation of intellectual property or ideas of others;
- O. Ownership, use, operation or towing of **drilling rigs**, drilling barges, drilling tenders, platforms, flow lines, pipe lines, and/or gathering stations, but this exclusion shall not apply to craft serving the foregoing such as crew boats, supply, or utility boats, tenders or tugs;
- P. Damages or expenses claimed for the **withdrawal, recall** from the market, inspection, repair, replacement or loss of the use of the Insured's products or work or operations

completed by or for the Insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use by any person or organization because of any known or suspected defect, deficiency, inadequacy or dangerous condition therein. Also excluding liability resulting from failure to withdraw, recall, inspect, repair, or replace or give notice of defective products when they become a known hazard;

- Q. Liability assumed under **contract** or Charter Party that is greater than that which would be imposed upon the Insured by law in the absence of said contract (unless specifically endorsed hereon);
- R. Conduct of any partnership or joint venture of which the Insured is a partner or member unless such partnership or joint venture IS SHOWN as a Named Insured in this policy;
- S. Loss, damage or expense to **property owned, leased or rented or borrowed** by the Insured EXCEPT this exclusion shall not apply to any claim or liability:
  - 1. to vessels chartered by the Insured under a standard form of Time, Voyage or Space Charter agreement and coverage is afforded by an underlying Charterer's Liability policy; or
  - 2. for **fire damage liability** to premises rented or occupied by the Insured (if insured by this policy) caused by a "hostile fire". Hostile fire means a fire which becomes uncontrollable or breaks out or spreads from its' intended place;

**T. REFINERIES (REC 1993)**

All claims arising out of ownership, use or operation of onshore refineries, petrochemical or chemical plants and any other installations - including jetties, wharves, berths, piers and docks - within their boundaries or perimeter fence, even while under repair, maintenance, extension or modification, after the initial handing over to the operators, are excluded;

Nevertheless, claims shall not be excluded by this clause in respect of:

- 1. Facilities for the processing, treatment, distribution, pumping, or separation of product, provided they are outside the boundaries of the onshore refineries, petrochemical or chemical plants;
- 2. Any field processing;
- 3. Jetties, wharves, berths, piers and docks adjacent to the plant or refinery but not within the boundaries or perimeter fence;
- 4. Construction, erection, or installation of buildings, facilities or other property (including contractors' plant and equipment used in connection therewith) prior to the initial handing over of such refineries, petrochemical or chemical plants to the operators;

**U. AIRCRAFT AND AVIATION**

Ownership, use, operation, entrustment, sales, or maintenance of aircraft.

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**V. WAR AND HOSTILITIES**

1. Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack by any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces;
2. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation against such an occurrence, seizure or destruction by order of any government or public authority, or risks of contraband or illegal transportation or trade;
3. **NUCLEAR:** notwithstanding anything contained in the policy and endorsements (if any) to which this endorsement is attached, this policy does not cover liability whether contractual or non-contractual, and whether based on negligence or not, arising directly or indirectly from any nuclear incident, reaction, radiation or any radioactive contamination, whether controlled or uncontrolled, and whether the loss, damage, liability or expense be proximately, or remote-liabilities otherwise insured under this policy;
4. Loss, damage or expense caused by or resulting from strikes, lockouts, labor disturbances, riots, civil commotions or demonstrations or the acts of any person or persons taking part in any such occurrence or disorder;
5. Capture, seizure, arrest, confiscation, or nationalization of property;
6. **Terrorism,** terrorist acts or threat of harm to the public or any person or persons by any person or group of persons for political, religious, ideological or other similar reasons; including failure of the Insured to take steps or actions to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorist act.
7. Any **chemical, biological, bio-chemical or electromagnetic weapon;**
8. The use or operation, as a means for inflicting harm, of any computer system, computer software program, computer virus or process or any other electronic system.

**W. EXTENDED RADIOACTIVE CONTAMINATION**

Loss, damage, liability or expense directly or indirectly caused by or contributed by, or arising from:

1. Ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
2. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
3. Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

4. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

If fire is an insured peril and where the subject matter insured or, in the case of a reinsurance, the subject matter insured by the original insurance, is within the United States of America, its islands, onshore territories or possessions and a fire arises directly or indirectly from one or more of the causes detailed in Sub-Clauses 1, 2, 4 of the Extended Radioactive Contamination Exclusion Clause any loss or damage arising directly from that fire shall, subject to the provisions of this insurance, be covered, EXCLUDING however any loss damage liability or expense caused by nuclear reaction, nuclear radiation, or radioactive contamination arising directly or indirectly from that fire.

**X. MOLD, MILDEW AND FUNGUS**

Loss, damage, or expense - caused by or resulting from exposure to mold, mildew and/or fungus.

This exclusion also applies to:

1. The cost of abatement, mitigation, removal or disposal; and /or
2. Any supervision, instructions, recommendations, warnings or advice given or which should have been give in connection with the above; and
3. Any obligation to share damages with or repay someone else who must pay Damages because of such injury or damage, either in equity or in tort.

Y. Manufacturing, selling, or distributing food or alcoholic beverages.

Nothing contained in these exclusions shall imply coverage beyond that granted in the "Coverage" or Insuring Clause of this policy.

## DEFINITIONS

Wherever used in this policy, the following terms shall be construed to mean:

**ACCIDENT:** A fortuitous or unexpected physical mishap, event, or happening during the term of this policy neither expected nor intended by the Insured.

**AIRCRAFT:** Any heavier or lighter than air device capable of flight in the air by means of buoyancy or aerodynamic forces.

**AGGREGATE LIMIT OR GENERAL AGGREGATE LIMIT:** The total or maximum amount payable within the Limit of Liability of the policy regardless of the number of coverages, claims, accidents or occurrences during the policy period.

**ASSURED or INSURED:** The unqualified word "ASSURED" or "INSURED" includes the officers, directors, boards, commissioners, stockholders, employees, masters, and crew members of such organization while acting in their capacity as such, and vessels scheduled hereunder "in rem". If the organization is a partnership or joint venture, any partner or member thereof is also included while acting in his capacity as such. The Term "Assured" and "Insured" can be used interchangeably.

**NAMED ASSURED or NAMED INSURED:** The person or organization named as "Named Insured" in this policy. Associated, affiliated, interrelated and/or subsidiary companies and/or corporations over which the Named Insured has financial or managerial control are hereby also named as "Insureds."

When the Insured is a partner in a **partnership** or member of a **joint venture** and incurs liabilities insured hereunder, this policy will only respond for an amount in proportion to the total liability incurred that the Insured's interest or participation in such partnership or joint venture bears to the total interest of the partnership or joint venture, and further subject to the limit of liability and all terms and conditions of this policy.

**ADDITIONAL ASSURED or ADDITIONAL INSURED:** Persons or organizations named in this policy as "Additional Assured" or "Additional Insured" are insured only as respects liabilities to THIRD PARTIES arising out of the operations or maintenance or use of property by the Named Insured, to the extent insured hereunder.

The inclusion of more than one Assured or Insured shall not operate to increase the Limit of Liability of this policy.

**AUTOMOBILE:** Land motor vehicle, truck, chassis, trailer or semi-trailer licensed for use on public highways.

**BODILY INJURY:** Physical injury, sickness, or disease, including mental anguish or death at any time resulting therefrom, and including Personal Injury of any person, which results from an accident or occurrence during the term of this policy.

**Completed Operations** is defined as work, operations, and/or services performed by the Named Insured [including materials, parts or equipment furnished in connection therewith], but only after such operations have been completed, abandoned, or are no longer in the care, custody or control of the Insured.

**OCCURRENCE:** A continuous or repeated exposure to conditions which causes an accident resulting in bodily injury; or in loss, damage or destruction of property during the term of this policy, which is neither expected nor intended by the Insured.

**PERSONAL INJURY:** False arrest, false imprisonment, assault, battery, wrongful eviction or detention, malicious prosecution, libel, slander, disparagement, defamation of character or invasion of privacy.

**Products** are defined as property or goods manufactured, produced, sold, assembled, handled, refined, distributed, and/or disposed of by the Named Insured after possession of such goods has been relinquished and are no longer in the care, custody or control of the Insured.

**PROPERTY DAMAGE:** Physical damage to or loss or destruction of tangible property (other than property owned by the Insured) including (except for Products or Completed Operations) loss of use thereof resulting therefrom.

**WARRANTY:** In order to keep this policy in effect the Insured must make and keep certain promises. These promises are known as WARRANTIES. If any of these WARRANTIES are violated, coverage will be terminated from the time of such violation even if the violation did not cause the loss. Subsequent correction of the violation will not reinstate the coverage unless written permission is received from the Insurers.

It is a condition of coverage of this insurance that the Insured shall comply strictly with the warranties set forth in this policy. Breach of any of said warranties shall render this policy null and void for such period of non-compliance with any warranty herein.

THIS POLICY SHALL EXCLUDE and be free of any claim for any direct, indirect and/or consequential liability, loss, damage or expense and/or duty to defend caused by, arising out of, or resulting from or occurring during the period of the failure to comply with any warranty.

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## GENERAL CONDITIONS AND LIMITATIONS

Applying to all sections of this policy.

**Misrepresentation and Fraud:** This entire policy shall be void if, either before or after a loss, the Insured has concealed or misrepresented any material fact or circumstance concerning the subject matter of this insurance, or the interest of the Insured therein.

**INSPECTION AND AUDIT:** The Company shall be permitted but not obligated to inspect the Named Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe or healthful or are in compliance with any law, rule or regulation. The Company may examine and audit the Named Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this Policy, as far as they relate to the subject matter of this insurance.

**Titles and headings:** Titles and headings of clauses are for ease of reference only and do not carry any meaning beyond that contained in the wording of the clause.

**Conformity TO Statute:** Any term, provision, exclusion, or condition of this policy which is in conflict with the statutes of the State where this policy is issued are hereby amended to conform to such statutes.

**Changes and Representations:** Notice to any agent, knowledge possessed by or representations made by any agent or any other person on the Insured's behalf shall not effect a waiver or change any part of this policy or estop the Company from asserting any right under the terms of this policy.

**Attaching to and forming part of POLICY NUMBER SF20LIA00290401****HEALTH HAZARD (SPECIFIC) EXCLUSION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This insurance does not apply to any liability for, or any loss, damage, injury or expense directly or indirectly caused by or arising out of: asbestos; tobacco; coal dust; polychlorinated biphenyls; silica; silicosis; benzene; lead; talc; dioxin; mold; pesticides or herbicides; electromagnetic fields; pharmaceutical or medical drugs/products/substances/devices; or any substance containing such material or any derivative thereof.

This insurance does not apply to any liability for, or any loss, damage, injury or expense due to hearing loss or damage; human immune virus or acquired immune deficiency syndrome; cumulative trauma disorder, repetitive motion or strain injury, or carpal tunnel syndrome.

It is further agreed that this policy shall not apply to any liability for Bodily Injury or Personal Injury and/or Property Damage made by or on behalf of any person or persons directly or indirectly on account of continuous, intermittent or repeated exposures to, ingestion, inhalation, or absorption of, any substances, materials, products, wastes or emissions, noise or environmental disturbance where the Assured is or may be liable for any reason including, but not limited to, as a result of the manufacture, production, extraction, sale, handling, utilization, distribution, disposal or creation by or on behalf of the Assured of such substances, materials, products, wastes or emissions, noise or environmental disturbance.

For the purpose of this clause, the term "Personal Injury" shall mean bodily injury or insult (including death at any time resulting there from), mental injury, mental anguish, shock, sickness, disease, disability, detention, humiliation or wrongful eviction.

All other terms and conditions remain unchanged.



Date of Issue: June 22, 2020



**Attaching to and forming part of POLICY NUMBER SF20LIA00290401**

**ECONOMIC SANCTIONS LIMITATION AND EXCLUSION CLAUSE**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

The United States of America trade or economic sanctions, laws or regulations shall include, but not be limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) and sanctions that may be imposed by the U.S. Department of State under the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010 (CISADA).

All other terms and conditions remain unchanged.



Date of Issue: June 22, 2020

**Attaching to and forming part of POLICY NUMBER SF20LIA00290401**

## **EMPLOYMENT-RELATED PRACTICES EXCLUSION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is understood and agreed that this insurance shall not cover:

**“Bodily Injury”** arising out of any refusal to employ, termination of employment, coercion, demotion, evaluation, re-assignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions or Consequential **“bodily injury”** as a result of the above.

**“Personal Injury”** arising out of any refusal to employ, termination of employment, coercion, demotion, evaluation, re-assignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions or Consequential **“personal injury”** as a result of the above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of injury.

All other terms and conditions remain unchanged.



Date of Issue: June 22, 2020

**Attaching to and forming part of POLICY NUMBER SF20LIA00290401**

**AIMU Chemical, Biological, Bio-Chemical & Electromagnetic Exclusion Clause**

**AIMU**

**CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, AND ELECTROMAGNETIC EXCLUSION  
CLAUSE  
(March 1, 2003)**

**This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.**

In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to or arising from an actual or threatened act involving a chemical, biological, biochemical or electromagnetic weapon, device, agent or material when used in an intentionally hostile manner.

All other terms and conditions remain unchanged.



Date of Issue: June 22, 2020

**Attaching to and forming part of POLICY NUMBER SF20LIA00290401****AIMU****EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE  
WITH U.S.A. ENDORSEMENT  
(March 1, 2003)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1. In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from
  - 1.1 ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
  - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE  
(U.S.A. ENDORSEMENT)**

This insurance is subject to the Extended Radioactive Contamination Exclusion Clause (March 1, 2003) provided that if fire is an insured peril

and

where the subject matter insured or, in the case of a reinsurance, the subject matter insured by the original insurance, is within the U.S.A., its islands, onshore territories or possessions

and

a fire arises directly or indirectly from one or more of the causes detailed in Sub-Clauses 1.1, 1.2, and 1.4 of the Extended Radioactive Contamination Exclusion Clause March 1, 2003 any loss or damage arising directly from that fire shall, subject to the provisions of this insurance, be covered, EXCLUDING however any loss damage liability or expense caused by nuclear reaction, nuclear radiation, or radioactive contamination arising directly or indirectly from that fire.

All other terms and conditions remain unchanged.



Date of Issue: June 22, 2020

**Attaching to and forming part of POLICY NUMBER SF20LIA00290401****ABSOLUTE TERRORISM EXCLUSION CLAUSE**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Policy excludes any loss, damage, liability or expense arising from:

- A. Terrorism; and or
- B. Steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.

For the purpose of this clause, "terrorism" means any act(s) of any person(s) or organization(s) involving:

- 1. The causing, occasioning or threatening of harm of whatever nature and by whatever means;
- 2. Putting the public or any section of the public in fear,

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organization(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

All other terms and conditions remain unchanged.



Date of Issue: June 22, 2020

**Attaching to and forming part of POLICY NUMBER SF20LIA00290401****POLLUTION BUYBACK ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of Premium charged, it is hereby understood and agreed that Clauses 1 and 2 of the Pollution Exclusion contained in this policy are hereby amended to **include coverage for** loss, damage or expense caused by:

- (1) Actual **pollution**, spillage, leakage, discharge, or emission resulting in contamination of the, land, atmosphere, environment or any watercourse or body of water
- (2) The cost of evaluating, **clean-up**, monitoring, controlling, removing, nullifying, or mitigating any such substances listed in paragraph (1) above.

PROVIDED THE INSURED MEETS ALL OF THE FOLLOWING CONDITIONS:

1. Such pollution, spillage, leakage, discharge, or emission was **sudden and accidental** and was neither expected nor intended by the Insured (as defined in this policy), AND
2. Such pollution, spillage, leakage, discharge, or emission can be identified as commencing at a specific and instantaneous moment in time and date during the term of this policy, AND
3. Such pollution, spillage, leakage, discharge, or emission became known to the Insured **within 72 hours** of its commencement and is reported to this Company in writing within 30 days thereof, AND
4. Such pollution, spillage, leakage, discharge, or emission is caused or alleged to have been caused by fault or negligence on the part of the Named Insured, and did not result from intentional and/or willful violation of any government statute, rule or regulation.

NOTHING contained in this Endorsement shall operate to provide any coverage with respect to:

1. Pollution, spillage, leakage, discharge, or emission of smoke, vapors, soot, spoils, fumes, acids alkalis, refuse, waste material or substances, sewerage, dredging spoils, asbestos or other toxic chemicals, irritants or contaminants or similar noxious pollutants--except to the extent specifically described above.
2. Fines, penalties, punitive damages, exemplary damages, treble damages and/or any damages resulting from the multiplication of compensatory damages.

This insurance does not constitute evidence of financial responsibility under the Oil Pollution Act of 1990 or any similar Federal or State law and it is a condition of this insurance that this policy shall **not** be submitted to the United States Coast Guard or any other Federal or State agency as "evidence of financial responsibility". **This Company does not consent to be financial guarantors.**

The Insurance afforded by this endorsement shall not increase the Limit of Liability of this policy.

All other terms and conditions remain unchanged.



Date of Issue: June 22, 2020



**Attaching to and forming part of POLICY NUMBER SF20LIA00290401**

**PUNITIVE DAMAGES EXCLUSION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is hereby understood and agreed that effective from inception, the following exclusion shall apply to all sections under this Policy of insurance.

Fines, penalties, assessments, or any type of punitive, exemplary or treble damages and/or or any damages resulting from the multiplication of compensatory damages.

All other terms and conditions remain unchanged.



Date of Issue: June 22, 2020

**Attaching to and forming part of POLICY NUMBER SF20LIA00290401**

**ASBESTOS EXCLUSION ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of the premium charged and notwithstanding anything to the contrary contained in this policy, it is hereby agreed that the coverage afforded by this policy does not apply to "bodily injury", "personal injury" or "property damage" arising out of:

1. inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos; or
2. the use of asbestos in constructing or manufacturing any good, product or structure; or
3. the removal of asbestos from any good, product or structure; or
4. the manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos.

The coverage afforded by this policy does not apply to payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense or claim or suit related to any of the above.

All other terms and conditions remain unchanged.



Date of Issue: June 22, 2020

**Attaching to and forming part of POLICY NUMBER SF20LIA00290401**

**INSTITUTE CYBER ATTACK EXCLUSION CLAUSE**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- 1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 1.2 Where this clause is endorsed on policies covering risks of war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

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All other terms and conditions remain unchanged.



Date of Issue: June 22, 2020

**Attaching to and forming part of POLICY NUMBER SF20LIA00290401**

**PROFESSIONAL AND ERRORS & OMISSIONS  
LIABILITY EXCLUSION (ABSOLUTE)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Premium \$</b> Included
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In consideration of the additional premium shown in the schedule to this endorsement and subject to the terms and conditions of the policy, it is agreed:

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

1. An error, omission, defect or deficiency in:
  - a. Any test performed; or
  - b. An evaluation, a consultation or advice given, by or on behalf of any Insured;
2. The reporting of or reliance upon any such test, evaluation, consultation or advice; or
3. An error, omission, defect or deficiency in experimental data or the Insured's interpretation of that data.

This insurance does not apply to “bodily injury”, “property damage”, “personal injury” or “advertising injury” arising out of the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf on such capacity.

Professional services include:

1. The preparing, approving, or failing to approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

It is expressly noted and accepted that no coverage is provided under this policy as respects to any indemnity and/or defense for any incident arising out of Professional and/or Errors & Omissions Liabilities.

All other terms and conditions remain unchanged.



Date of Issue: June 22, 2020

**Attaching to and forming part of POLICY NUMBER SF20LIA00290401****NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is agreed that:

- I. This policy does not apply:
  - A. Under any Liability Coverage, to bodily injury or property damage
    1. With respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Associations of Canada, 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, or under any Supplementary Payments Provision relating to first aid, 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 the hazardous properties of nuclear material, if
    1. The nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of an insured or (b) has been discharged or dispersed therefrom;
    2. The nuclear material is contained in spent fuel or 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 within the United States of America, its territories or possessions or Canada, this exclusion applies only to property damage to such nuclear facility and any property thereat

## II. As used in this endorsement:

“Hazardous properties” include radioactive, toxic or explosive properties;

“Nuclear material” means source material, special nuclear material or by-product material;

“Source material”, “Special nuclear material” and “Byproduct 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 (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

“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.

All other terms and conditions remain unchanged.



Date of Issue: June 22, 2020