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Suite 2700  
San Francisco, CA 94104  
[www.navg.com](http://www.navg.com)

June 22, 2023

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

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

**Navigators Reference: SF23LIA00290401**

**BROKER/AGENT:** ALLIANT INSURANCE SERVICES INC  
560 MISSION ST 6TH FLOOR  
SAN FRANCISCO, CA 94105

**NAMED INSURED:** Bay Cities JPIA

**ADDRESS:** 1750 Creekside Oaks Drive, Suite 200, Sacramento, CA 95833

**INTEREST:** **Excess Marine Liabilities**

**LOCATIONS:** City of Berkley d/a City of Berkeley Marina / Marina / 201 University Avenue, Berkeley,,  
Berkely, California 94707  
City of Brisbane dba City of Brisbane Marina / Marina / 400 Sierra Point Parkway,, Brisbane ,  
California 94005  
Doctown Marina managed by City of Redwood / Marina / 1548 Maple Street, , Redwood  
City, California 94063

**POLICY PERIOD:** July 1, 2023 00:01 Local Time To  
July 1, 2024 00:01 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  
Excess of the Schedule of Underlying Insurance

**UNDERLYING INSURANCE:**

As declared on Schedule of Underlying Insurances

**CONDITIONS:**

AIMU Following Form XS Marine Liabilities 8A (January 1, 2002)  
Pollution Exclusion Endorsement  
Schedule of Underlying Insurances  
Health Hazard Exclusion (Ed. 6/2020)  
AIMU Communicable Disease Exclusion

**CONDITIONS: (continued)**

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  
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)

**PARTICIPATION:**

Navigators Insurance Company 100%

**PREMIUM:**

USD 24,800.00 Annual Flat

TRIA/TRIPRA Coverage Declined

Premium Breakdown by Participant

100% USD 24,800.00 Navigators Insurance Company

**COMMISSION:**

Excess Marine Liabilities 10.00%



Date of Issue: June 22, 2023



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## **CLAIMS REPORTING NOTICE**

Our experienced, specialized claims professionals will work closely with you until your claim is resolved, overseeing everything while providing tailored service. When warranted, we engage highly experienced attorneys and other experts to assist in defense. Please refer to your policy for specific information on reporting a claim.

**HOURS OF OPERATION:**

8 a.m. – 5 p.m. CST

*Please note: We are closed on all major holidays.*

**TO REPORT A FIRST NOTICE OF LOSS**

EMAIL: [NEWLOSS@THEHARTFORD.COM](mailto:NEWLOSS@THEHARTFORD.COM)

FAX: (847) 285-9003

PHONE: 24 Hours a day / 7 Days a week  
(855) 444-4796

**BY MAIL**

Navigators Insurance  
Attn: Claims Dept.  
One Hartford Plaza  
Hartford, CT 06155

*Please note: When sending correspondence via mail or email, please include the policy or bond number and/or claim number.*

**TO OBTAIN INFORMATION REGARDING AN EXISTING CLAIM:**

(855) 444-4796

To be attached to and form part of policy No. as per declaration of the Navigators Insurance Company.

1. Insures as per declaration

(hereinafter called the Assured) against excess liabilities of the Assured as hereinafter described and subject to the terms and conditions hereinafter set forth, in respect only of the liabilities or expenses for which a premium is shown in the following schedule:

<u>SECTIONS</u>	<u>COVERED</u>	<u>PREMIUM</u>
(a) Excess Protection & Indemnity	<input checked="" type="checkbox"/>	<u>Included</u>
(b) Excess Collision Liability	<input type="checkbox"/>	_____
(c) Excess Collision, Including Tower's Liability	<input type="checkbox"/>	_____
(d) Excess General Average & Salvage	<input type="checkbox"/>	_____
(e) Excess Sue and Labor Charges	<input type="checkbox"/>	_____
(f) Excess Ship Repairer's Legal Liability	<input type="checkbox"/>	_____
(g) Excess Charterer's Legal Liability	<input type="checkbox"/>	_____
(h) Excess Wharfinger's and/or Safe Berth Liability	<input type="checkbox"/>	_____
(i) Excess Marina Operators Legal Liability	<input checked="" type="checkbox"/>	<u>Included</u>

2. **LIMIT OF LIABILITY**

Regardless of the number or types of liabilities insured against hereunder, or the number of vessels or risks involved, these Underwriters shall not be liable under this policy for more than as per declaration any one accident or series of accidents arising out of the same event, but in no event shall the liability of these Underwriters 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.

**EXCESS PROTECTION AND INDEMNITY**

(a) These Underwriters agree to indemnify the Assured for all liability, loss, damage or expense insured against under the Protection and Indemnity policies described in the Schedule of 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 these Underwriters 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.

**EXCESS COLLISION**

(b) These Underwriters agree to indemnify the Assured for sums not recoverable in full by the Assured under the Collision Clause of the policies on Hull and Machinery (including Increased Value with excess liabilities, if any, or under any other policies insuring collision liability) described in the Schedule of Insurance (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"), by reason of the Assured's collision liability exceeding the amount insured against collision liability as stated in the Primary Policies, but in no event for more than the Limit of Liability of this insurance.

## **EXCESS COLLISION INCLUDING TOWER'S LIABILITY**

- (c) These Underwriters agree to indemnify the Assured for sums not recoverable in full by the Assured under the Collision Clause incorporating tower's liability of the policies on Hull and Machinery (including Increased Value with excess liabilities, if any, or under any other policies insuring collision and tower's liability) described in the Schedule of Insurance (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"), by reason of the Assured's collision and /or tower's liability exceeding the amounts insured against collision and tower's liability as stated in the Primary Policies, but in no event for more than the Limit of Liability of this insurance. These Underwriters shall not be required to indemnify the Assured under Section (b) of this policy with respect to any vessel insured under this Section (c).

## **EXCESS GENERAL AVERAGE AND SALVAGE**

- (d) These Underwriters agree to indemnify the Assured for General Average and Salvage not recoverable in full by the Assured under the policies on Hull and Machinery (including Increased Value with excess liabilities, if any) described in the Schedule of Insurance (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"), by reason of the difference between the insured value of the vessel as stated in the Primary Policies for any reduced value arising from the deduction therefrom in the process of adjustment of any claim (which law or practice or the terms of the Primary Policies may have required) and the value of the vessel adopted for the purpose of contribution to General Average or Salvage charges, the liability under this policy being such proportion of the amount not recoverable as the Limit of Liability of this insurance bears to the said difference or to the total sum insured against excess liabilities if it exceeds such difference, but in no event for more than the Limit of Liability of this insurance.

## **EXCESS SUE AND LABOR CHARGES**

- (e) These Underwriters agree to indemnify the Assured for Sue and Labor charges not recoverable in full by the Assured under the policies on Hull and Machinery (including Increased Value with excess liabilities, if any,) described in the Schedule of Insurance (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"), by reason of the difference between the insured value of the vessel as stated in the Primary Policies for any reduced value arising from the deduction therefrom in the process of adjustment of any claim (which law or practice or the terms of the Primary Policies may have required) and the value of the vessel adopted for the purpose of ascertaining the amounts recoverable under the policies on Hull and Machinery (including Increased Value with excess liabilities, if any), the liability under this policy being such proportion of the amount not recoverable as the Limit of Liability of this insurance bears to the said difference or to the total sum insured against excess liabilities if it exceeds such difference, but in no event for more than the Limit of Liability of this insurance.

## **EXCESS SHIP REPAIRER'S LEGAL LIABILITY**

- (f) These Underwriters agree to indemnify the Assured for all liability, loss, damage or expense insured against under the Ship Repairer's Legal Liability policies described in the Schedule of 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 these Underwriters 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.

## **EXCESS CHARTERER'S LEGAL LIABILITY**

- (g) These Underwriters agree to indemnify the Assured for all liability, loss, damage or expense insured against under the Charterer's Legal Liability policies described in the Schedule of 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 these Underwriters 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.

## **EXCESS WHARFINGER'S AND/OR SAFE BERTH LIABILITY**

- (h) These Underwriters agree to indemnify the Assured for all liability, loss, damage or expense insured against under the Wharfinger's and/or Safe Berth Liability policies described in the Schedule of 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 these Underwriters 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.

## **EXCESS As per Declaration**

- (i) These Underwriters agree to indemnify the Assured for all liability, loss, damage or expense insured against under the primary As per declaration policies described in the Schedule of 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 these Underwriters 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.

## **GENERAL CONDITIONS**

3. These Underwriters 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 Assured, but these Underwriters shall have the right and shall be given the opportunity (without incurring any liability for costs or expenses thereof except as hereinafter provided) to associate with the Assured or the Underwriters on the Primary Policies, or both, in defense and control of any claim, suit or proceeding which involves or appears likely to involve these Underwriters, in which event the Assured, the Underwriters on the Primary Policies and these Underwriters shall cooperate in all matters in defense of such claim, suit or proceeding.
4. In the event the Assured or the Underwriters on the Primary Policies elect not to appeal a judgement in excess of the Limits of Liability as stated in the Primary Policies, these Underwriters 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 these Underwriters 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, these Underwriters may act together with all other interests (including the Assured) in the exercise of any rights of recovery against third parties with respect to the loss paid by the Assured, Underwriters on the Primary Policies and these Underwriters. The apportionment of any amounts which may be recovered from third parties shall follow the

principle that any interest (including that of the Assured) that shall have paid an amount in excess of any payment made hereunder by these Underwriters shall first be reimbursed up to the amount paid thereby; these Underwriters will then be reimbursed out of any balance remaining up to the amount paid thereby and hereunder; finally, the interests (including that of the Assured) 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 Assured) concerned, in the proportion that their respective recoveries are finally settled.

6. It is a condition of this insurance that all Primary Policies, in which the Assured has an interest, are scheduled and that the said Primary Policies shall be maintained in full force and effect during the term of this Policy and that no changes shall be made in the Primary Policies which broaden the insuring conditions thereof or reduce the amounts collectible thereunder. In the event there is no recovery available to the Assured under the Primary Policies, whether as a result of the bankruptcy or insolvency of the underlying insurers or otherwise, the coverage hereunder shall nonetheless apply only in excess of the applicable Limit of Liability specified in the Primary Policies. In the event of a breach of any of the aforesaid conditions this Policy shall be null and void, unless otherwise agreed in writing by these Underwriters. These Underwriters shall be furnished with copies of the Primary Policies and any amendments thereto at their request.
7. The term "Assured" is used severally and not collectively, but the inclusion herein of more than one Assured shall not operate to increase the liability of these Underwriters.
8. The Assured, upon knowledge of any occurrence which may give rise to a claim hereunder, shall give prompt written or electronic notice thereof to these Underwriters.
9. Either these Underwriters or the Assured may cancel this insurance by giving the other thirty (30) days written notice, after which this Policy shall be of no force or effect. In the event of non-payment of premium thirty (30) days after attachment, or of any additional premium when due, this insurance may be cancelled by underwriters upon ten (10) days written notice, after which this Policy shall be of no force or effect. Written or electronic notice sent to the Assured at its last known address shall constitute complete notice of cancellation. Such notice sent to the Assured in care of the broker who negotiated this Policy shall have the same effect as if sent directly to the Assured. If cancellation is at the Assured's option, the Underwriters will retain earned premium hereunder as per customary short rate table; if cancellation is at the Underwriters' option, pro rata unearned premium will be returned as soon as practicable. All returns shall be net.
10. This insurance shall cover only those excess liabilities specified in paragraph 1, for not exceeding the amounts specified under Excess Limit of Liability in Column "A" below, being excess of Primary Limits specified in Column "B" below, but subject to the terms and conditions otherwise specified herein.

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 these Underwriters as protection against such risks, nor shall the Assured recover from these Underwriters any deductible or self-insured retention under any Primary Policies.

**SCHEDULE OF INSURANCES**

<b>Location or Vessel</b>	<b>Section(s) Applicable</b>	<b>Column "A" Excess Limit of Liability</b>	<b>Column "B" Primary Limit of Liability</b>
As per Declaration			



**Attaching to and forming part of POLICY NUMBER SF23LIA00290401**

**POLLUTION EXCLUSION ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Policy does not insure against any loss, damage, cost, liability, expense, fine or penalty, of any kind or nature whatsoever, imposed on the Assured, 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 oil, petroleum products, chemicals or other substances of any kind or nature whatsoever.

All terms, conditions and warranties expressly contained in the Policy or endorsed hereon, or implied at law, shall be deemed amended to the extent necessary to give full force and effect to this clause.

All other terms and conditions remain unchanged.

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Attaching to and forming part of POLICY NUMBER SF23LIA00290401

**SCHEDULE OF UNDERLYING INSURANCES**

<b>Coverage</b>	<b>Carrier/Policy Information</b>	<b>Limit of Liability</b>
Marina Operator's Legal Liability	Atlantic Specialty Insurance Company / 100% B5JH84776	\$1,000,000 Any One Accident or Occurrence
Protection & Indemnity	Atlantic Specialty Insurance Company / 100% Any One Accident or Occurrence	\$1,000,000 Any One Accident or Occurrence

## HEALTH HAZARD EXCLUSION (Ed. 06/2020)

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; fungus; organic pathogen; virus or bacteria and their by-products; 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** 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 **Insured** 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 **Insured** 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.

**Attaching to and forming part of POLICY NUMBER SF23LIA00290401**

American Institute  
COMMUNICABLE DISEASE EXCLUSION  
(June 15, 2020)

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

This insurance excludes coverage for:

- 1) any loss, injury, damage, liability, cost, or expense directly or indirectly arising from the actual, alleged, or suspected transmission or existence of a "Communicable Disease" or the substance or agent that causes the "Communicable Disease";
- 2) any liability for, or loss, cost, or expense incurred to identify, detect, prevent, clean up, detoxify, remove, eliminate, neutralize, monitor, or test for a "Communicable Disease" or the substance or agent that causes the "Communicable Disease";
- 3) any liability for, or loss, cost or expense arising out of, any loss of revenue, loss of hire, diminution of value, business interruption, loss of market, delay or any direct or indirect financial loss, howsoever described, as a result of, or relating to a "Communicable Disease" or the substance or agent that causes the "Communicable Disease";
- 4) any fines, penalties, or punitive or compensatory damages as a result of, or relating to (1), (2), or (3) above.

**DEFINITION**

"Communicable Disease" means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

All Other Terms And Conditions Remain Unchanged.

*Dylan Mercante*

Dated: June 22, 2023

**Attaching to and forming part of POLICY NUMBER SF23LIA00290401**

**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.

**Attaching to and forming part of POLICY NUMBER SF23LIA00290401**

## **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.

**Attaching to and forming part of POLICY NUMBER SF23LIA00290401**

**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.

**Attaching to and forming part of POLICY NUMBER SF23LIA00290401****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.

**Attaching to and forming part of POLICY NUMBER SF23LIA00290401****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.

**Attaching to and forming part of POLICY NUMBER SF23LIA00290401****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.

**Attaching to and forming part of POLICY NUMBER SF23LIA00290401**

**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.

**Attaching to and forming part of POLICY NUMBER SF23LIA00290401****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.

**Attaching to and forming part of POLICY NUMBER SF23LIA00290401**

**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.

**Attaching to and forming part of POLICY NUMBER SF23LIA00290401**

**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.

**Attaching to and forming part of POLICY NUMBER SF23LIA00290401****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.