

Renewal of: New

Policy No.: MASILNY00602222

Amount: \$1,000,000

Rate: Flat

Premium: \$16,250 Flat

TRIA: Declined

Commission: 15%

BY THIS POLICY OF INSURANCE

Does Insure: **Lauderdale Towing & Salvage, Inc. dba Sea Tow Ft. Lauderdale Sea Tow Services International, Inc.**

For the account of: **THEMSELVES**

Loss, if any, payable to: **ASSURED OR ORDER**

To the Amount of: **ONE MILLION AND 00/100** ----- Dollars

From: **February 1, 2022, 12:01A.M. EST** To: **March 31, 2023, 12:01 A.M. EST 12:01**

On: **COMMERCIAL MARINE LIABILITY**

Subject to all of the terms, conditions and exclusions the form(s) attached hereto:

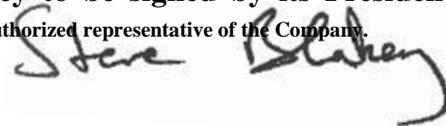
THE LIMIT OF LIABILITY AVAILABLE TO PAY SETTLEMENTS OR JUDGMENTS WILL BE REDUCED BY DEFENSE EXPENSES AND SUPPLEMENTARY PAYMENTS AND SUCH EXPENSES AND PAYMENTS WILL BE APPLIED AGAINST ANY DEDUCTIBLE OR RETENTION

THIS POLICY IS MADE AND ACCEPTED SUBJECT TO the conditions which are hereby specifically referred to and made part of this Policy, together with such other provisions, agreements or conditions as may be endorsed hereon or added hereto; and no officer, agent or other representative of this Company shall have power to waive or be deemed to have waived any provision or condition of this Policy unless such waiver, if any, shall be written upon or attached hereto, nor shall any privilege or permission affecting the insurance under this Policy exist or be claimed by the Assured unless so written or attached.

In Witness Whereof, the Company has caused this Policy to be signed by its President and Secretary, but it shall not be valid unless countersigned by a duly authorized representative of the Company.



General Counsel



President

Countersigned at New York, NY

By  -----
This 26th day June 2022

Starr Indemnity & Liability Company

DECLARATIONS

POLICY NUMBER: MASILNY00602222

ASSURED: Lauderdale Towing & Salvage, Inc. dba Sea Tow Ft. Lauderdale
Sea Tow Services International, Inc.

ADDRESS: 3001 W. State Road 84
Ft Lauderdale, FL 33312

COVERAGE(S): Commercial Marine Liability

POLICY PERIOD: From: 12 Months @ February 1, 2022, 12:01 AM Eastern Time
To: February, 1 2023, 12:01 AM Eastern Time

LIMIT(S):

- A. Limit each Occurrence: \$1,000,000., Combined Single Limit
- B. Products Hazard-Completed Operations hazard or with respect to
Liability arising out of independent contractors Aggregate Limit:
\$1,000,000.
- C. Personal Injury and Advertising Injury Limit: \$1,000,000.
- D. Fire Damage Liability Limit \$50,000. ANY ONE FIRE
- E. Premises Medical Payments Limit \$5,000. ANY ONE PERSON
- F. General Aggregate limit (other than Products-Completed Operations):
\$2,000,000.

Limits and deductibles are inclusive of supplementary payments.

COMBINED SINGLE LIMIT: It is understood and agreed that in the event of an occurrence involving more than one policy form, section, or endorsement the maximum limit of liability under this policy for any one occurrence shall not exceed \$1,000,000.

DEDUCTIBLE(S): \$10,000 Each occurrence except \$25,000 for Pollution

PREMIUM: \$16,250 Minimum & Deposit

RATE: \$1.25 per \$100 on Gross Receipts

CONDITIONS: Starr Marine's Commercial Marine Liability Form
Starr Marine Liability General Conditions and Exclusions
AIMU Extended Radioactive Contamination Exclusion Clause.
AIMU Chemical, Biological, Bio-Chemical, & Electromagnetic Exclusion Clause.
AIMU U.S. Economic and Trade Sanctions Clause.
AIMU Cyber Exclusion Clause.
AIMU Communicable Disease Exclusion
Nuclear Exclusion Clause.

Blanket Additional Assured / Loss Payee / Waiver of Subrogation Clauses.
Punitive Damages Exclusion.
Terrorism Exclusion Endorsement (TRIA 2002 and Non-TRIA2002)
Limits and Deductible are inclusive of Defense Costs including legal fees and expenses
Marine Contractor's Liability Endorsement
Salvor's Legal Liability Endorsement.
Insured Location: Non-owned docks, piers or wharves utilized by the Assured within 100 miles of their vessels' normal berth location.
Pollution Limitation Endorsement (72 hours/30 days)
Coverage under this section only applies for losses not covered under Section II – Protection & Indemnity

WARRANTED: Sub-Contractor Certificate Warranty

EXCLUSIONS: Terrorism Exclusion (TRIA 2002 and Non-TRIA 2002)
Directors & Officers
Errors & Omissions
Professional Liability
Asbestos Absolutely
Occupational Disease
Fiduciary Liability
Punitive Damage
Health Hazard (updated 1/1/2021)
Employment-Related Practices

MARINE LIABILITY GENERAL CONDITIONS AND EXCLUSIONS

Loss, if any, payable to Assured, or order.

IN CONSIDERATION OF THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, THE COMPANY AGREES TO PROVIDE INSURANCE AS STATED HEREIN.

I. **LIMIT OF LIABILITY:** The limit of liability to the Company with respect to this insurance shall not exceed the amount(s) set forth in the Declarations in respect of any one accident or occurrence, including “supplementary payments.”

II. **DEDUCTIBLE:** No claims shall be payable under this policy unless the aggregate liability for any one accident or “occurrence”, including “supplementary payments”, exceeds the amount(s) set forth in the Declarations and such amount(s) shall be deducted from the amount payable hereunder for each occurrence.

Medical Payments are not subject to a deductible.

III. **PREMIUM AND REPORTING:** It is understood and agreed that the premium shown in the Declaration is a Minimum and Deposit premium and is payable upon attachment of this policy.

The Assured, by acceptance of this policy, agrees to keep an accurate record of all “gross receipts” for operations covered under the terms and conditions of this policy. Such record shall be open to examination by representatives of this Company at all times during business hours, during the term of this policy or thereafter, and further agrees to report to this Company on an **annual** basis on or before thirty (30) days after the preceding **12 months** the total amount thereof (collected or uncollected) for the preceding **12 months** or such period as is within the term of this policy. The final earned premium hereunder shall be computed thereon at the rate(s) shown in the Declarations and applied against the Minimum and Deposit premium until same is exhausted, following which all further earned premium shall be due and payable to this Company at time of filing the report on which the earned premium is due. This Company shall have the right of set off of any premium due hereunder, against claims payable under this policy. It is agreed that the annual minimum earned premium hereunder shall be **\$16,250.**

IV. **SCHEDULE OF LOCATIONS:** Property, facilities, and offices of the Assured(s) that are owned, rented, leased or occupied and are insured hereunder:

1. **Non-owned docks, piers or wharves utilized by the Assured within 100 miles of their vessels' normal berth location.**

V. **COVERAGE TERRITORY:** This insurance applies only to “bodily injury”, “property damage”, “personal injury” or “advertising injury” which occurs within the “coverage territory.”

VI. **CANCELLATION:** This policy may be canceled by the First Named Assured by mailing to the Company written notice when thereafter such cancellation shall be effective. This policy may be canceled by the Company by mailing to the First Named Assured at his last known address written notice stating when, not less than **thirty (30)** days thereafter, such cancellation shall be effective; except in event of non payment of premium, only **ten (10)** days notice in writing to the

First Named Assured is required. Such notice sent to the First Named Assured in the care of the broker or agent who negotiated this policy shall have the same effect as if sent directly to the First Named Assured.

If cancellation is at the Assured's option, the Company will return a "short-rate return premium"; if cancellation is at the Company's option, pro rata unearned premium will be returned as soon as practicable.

VII. **PARAMOUNT EXCLUSIONS:**

The following exclusions shall be paramount and shall override anything contained in this policy inconsistent therewith:

a. **Asbestos Exclusion**

In consideration of the premium charged, it is agreed that this policy shall not apply to any liability for "bodily injury" or "property damage", including loss of use thereof, arising out of the manufacturing, processing, handling, distribution, sale, application, removal or use of asbestos, or asbestos related product(s).

b. **Directors and Officers Exclusion**

It is understood and agreed that coverage afforded by this policy shall not apply to any director and/or officer of the Assured by reason of any wrongful act committed in their capacity as a director and/or officer of the Assured.

It is further agreed that the term "wrongful act" shall be defined as, but not limited to, any breach of duty, neglect, error, misstatement, misleading statement, omission or other act actually done or attempted by a director and/or officer claimed against them solely by reason of their capacity as such.

c. **Employment-Related Practices Exclusion**

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 practices, policies, acts or omissions; or consequential "personal injury" as a result of the above.

This exclusion applies whether the Assured 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 the injury.

d. **Fiduciary Liability Exclusion**

In consideration of the premium charged and notwithstanding anything therein to the contrary, it is hereby agreed that such coverage as is afforded by this policy shall not apply to any claim or claims arising out of fiduciary liability.

e. **Health Hazard Exclusion**

Notwithstanding anything to the contrary contained herein, this policy shall not apply to any claim arising out of any loss, injury, illness, damage, or expense (including, but not limited to defense costs or supplementary payments) directly or indirectly caused by, or arising from:

(1) The following substances and products, or to any product that incorporates such substances or products or any derivative thereof:

- a. Asbestos
- b. Benzene
- c. Chromium Copper Arsenate (CCA)
- d. Coal Dust
- e. Dioxin
- f. Electromagnetic Fields (EMF)
- g. Exterior Insulation and Finish System (EIFS)
- h. Lead
- i. Mercury
- j. Methyl Tertiary-Butyl Ether (MTBE)
- k. Mold and Organic Pathogens, including but not limited to mold, fungus, bacteria, or virus, and their byproducts.
- l. Pesticides and Herbicides
- m. Pharmaceutical or Medical Products and Devices, except as used in connection with emergency first aid procedures.
- n. Polychlorinated Biphenyls (PCB)
- o. Silica
- p. Talc
- q. Tobacco

Nor shall this policy apply to any cost or expense for the abatement, removal, or disposal of the above products or substances, including waste products or emissions.

(2) The following:

- a. Hearing Loss or Damage arising out of a continuous or repetitive condition
- b. Human Immunodeficiency Virus (HIV) and/or Acquired Immunodeficiency Deficiency Syndrome (AIDS)
- c. Cumulative Trauma Disorder
- d. Repetitive Motion or Strain Injury
- e. Carpal Tunnel Syndrome

Nor shall this policy apply to any cost or expense to prevent, abate, remove, ameliorate or remediate any of the above medical conditions.

f. **Occupational Disease Exclusion**

It is understood and agreed that this insurance shall not cover any liability, loss, damage or expense as regards "bodily injury" (fatal or non-fatal) resulting from occupational disease sustained by any "employee" of the Assured.

g. **Professional Liability / Errors or Omissions Exclusion**

In consideration of the premium charged, it is hereby agreed that this policy shall not apply to any claim or claims arising out of a breach of professional duty by reason of any negligent act, error or omission, malpractice or mistake of a professional nature committed or alleged to have been committed by or on behalf of the Assured in the conduct of any of the Assured's business activities. Professional services includes but is not limited to the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and supervisory, inspection, engineering, or data processing services.

h. **Punitive Damage Exclusion**

It is understood and agreed that this insurance shall not cover any fines, penalties, punitive damages, treble damages or any other damages resulting from the multiplication of compensatory damages.

i. **Securities and Financial Interest Exclusion**

It is agreed that no coverage under this policy shall apply to any damages arising out of or by reason of,

- 1) The purchase, or sale, or offer of sale, or solicitation of any security, debt, bank deposit or financial interest or instrument; or
- 2) Any representation made at any time in relation to the price or value of any security, debt, bank deposit or financial interest or instrument; or
- 3) Any depreciation or decline in price or value of any security, debt, bank deposit or financial interest or instrument.
- 4) Any intentional or unintentional violation of any provision of Federal or State securities laws, including but not limited to the Securities and Exchange Act of 1934 or any amendments or additions thereto.

It is furthermore agreed that the Company has no obligation to defend or pay for the defense of any claim that may allege any of the foregoing.

j. **Absolute Pollution Exclusion**

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

k. **Electronic Data Exclusion**

In no case shall this insurance cover loss, damage, liability, or expense directly or indirectly caused by or contributed to or arising from

1. any access to or disclosure of any "personally identifiable information" or any person's or organization's confidential information, including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, or any other type of nonpublic information; and/or
2. any action or omission that violates or is alleged to violate any federal, state or local statute that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of any written or electronic material or information.

"Personally identifiable information" shall mean information, whether printed or digital, encrypted or unencrypted, in the care custody or control of any Assured which alone or in conjunction with other information can be used to uniquely identify an individual. However, "personally identifiable information" does not include information which is lawfully available to the general public.

l. **AIMU Extended Radioactive Contamination Exclusion Clause**

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. 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.

AIMU Chemical, Biological, Bio-Chemical, and Electromagnetic Exclusion Clause

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, bio-chemical or electromagnetic weapon, device, agent or material when used in an intentionally hostile manner.

AIMU U.S. Economic and Trade Sanctions Clause

Whenever coverage provided by this policy would be in violation of any U.S. economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), such coverage shall be null and void.

Similarly, any coverage relating to or referred to in any certificates or other evidences of insurance or any claim that would be in violation of U.S. economic or trade sanctions as described above shall also be null and void.

m. **Nuclear Energy Liability Exclusion (Broad Form)**

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 Assured under this policy is also an Assured under a Nuclear Energy Liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an assured 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 Assured 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 Assured 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 behalf of an Assured; or
- (3) The “bodily injury” or “property damage” arises out of the furnishing by an Assured 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 (3) applies only to “property damage” to such nuclear facility and any property thereat.

II. As used in this exclusion:

"Hazardous Properties" means radioactive, toxic or explosive properties;

"Nuclear Materials" means source material, special nuclear material or by-product material;

"Source Material", "Special Nuclear Material" and "By-Product Material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent Fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"Waste" means any waste material (A) containing by-product material other than the tailings or waste produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content, and (B) resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility;

"Nuclear Facility" means

- A. any nuclear reactor,
- B. any equipment or device 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 any time the total amount of such material in the custody of the Assured 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 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.

VIII. **DECLARATIONS CLAUSE:** By acceptance of this policy, the Named Assured agrees that the statements in the Declarations are his agreements and representations that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the Company or any of its agents relating to this insurance.

IX. **BANKRUPTCY:** Bankruptcy or insolvency of the Assured or of the Assured's estate will not relieve the Company of its obligations under this policy.

X. **DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT:**

- a. Assured must see to it that the Company is notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when, and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any Assured, the Assured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify the Company as soon as practicable.

Assured must see to it that the Company receives written notice of the claim or "suit" as soon as practicable.

c. Assured and any other involved Assured must:

- (1) Take such steps to minimize and avoid liability, before and after any casualty or occurrence, as would be taken by a prudent uninsured person;
- (2) Immediately send the Company copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (3) Authorize the Company to obtain records and other information;
- (4) Cooperate with the Company in the investigation or settlement of the claim or defense against the "suit"; and
- (5) Assist the Company, upon the Company's request, in the enforcement of any right against any person or organization, which may be liable to the Assured because of injury or damage to which this insurance may also apply.

d. No Assured will, except at that Assured's own cost, voluntarily make a payment, assume any obligation, make any admission of liability, or incur any expense, other than for first aid, without the Company's consent.

e. The Company shall have the option of naming the attorneys who shall represent the Assured in the prosecution or defense of any litigation or negotiations between the Assured and third parties concerning any claim covered by this Policy, and in any event, the Company shall direct the progress of such litigation or negotiations.

f. If the Assured shall fail, or refuse, to settle any claim as authorized by the Company, the liability of the Company shall be limited to the amount for which settlement could have been made plus legal fees and disbursements incurred (subject to SECTION 6 of this policy) to the date the Assured fails or refuses to settle any such claim, less the amount of any deductible provided for in this Policy. If thereafter any amount is recovered against the Assured in excess of the amount of any settlement authorized by the Company (less the deductible), such excess amount, plus any additional legal fees and disbursements, shall be solely for account of the Assured.

XI. NOTICE OF OCCURRENCE: Whenever the Assured has information from which the Assured may reasonably conclude that an occurrence covered hereunder involved injuries or damages which in the event that the Assured should be held liable, is likely to involve this Policy, notice shall be sent to:

Sedgwick
Attn: Senior Hull and Liability Adjuster
120 Broadway Suite 900
New York, NY 10271

as soon as practicable, provided, however, that failure to notify the above firm of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

XII. LEGAL ACTION AGAINST THE COMPANY: No person or organization has a right under this policy:

- a. To join the Company as a party or otherwise bring the Company into a "suit" asking for damages from an Assured; or
- b. To sue the Company on this policy unless all of its terms have been fully complied with.

A person or organization may sue the Company to recover on an agreed settlement or on a final judgment against an Assured obtained after an actual trial; but the Company will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by the Company, the Assured and the claimant or the claimant's legal representative.

XIII. OTHER INSURANCE: If other valid and collectible insurance with any other insurer is available to the Assured covering a loss also covered by this policy, other than insurance that is excess of the insurance afforded by this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance, either as double insurance or otherwise. Nothing herein shall be construed to make this policy subject to the terms and conditions and limitations of other insurance

XIV. REPRESENTATIONS: By accepting this policy, the Assured agrees:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations the Assured made to the Company; and
- c. The Company has issued this policy in reliance upon the Assured's representations.

XV. SEPARATION OF ASSURED: Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Assured, this insurance applies:

- a. As if each Named Assured were the only Named Assured; and
- b. Separately to each Assured against whom claim is made or "suit" is brought.

XVI. INCLUSION OF ADDITIONAL ASSURED OR LOSS PAYEES: Wherever additional assureds or loss payees are added to this policy it is specifically agreed:

- a. Such additional assureds or loss payees are included only with respect to such activities insured by this policy as would exist in the absence of the naming of additional assureds or loss payees and coverage hereunder shall in no way be considered extended by the inclusion of additional assureds or loss payees.
- b. The inclusion of additional assureds or loss payees in no way increases the limit of liability hereunder.

c. In the event of cancellation or change in policy coverage unless specifically endorsed in writing to the contrary hereon, no obligation is imposed on the Company to send notice of cancellation or change of coverage to an additional assured or loss payee and notice to the First Named Assured shall discharge all obligations of the Company hereunder. The Company shall not be required to notify additional named assureds or loss payees of any cancellation received from the First Named Assured hereon.

XVII. SUBROGATION: If the Assured has rights to recover all or part of any payment the Company has made under this policy, those rights are transferred to the Company. The Assured must do nothing after loss to impair such rights. At the Company's request, the Assured will bring "suit" or transfer those rights to the Company and assist the Company in the enforcement of such rights.

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

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

COMMERCIAL MARINE LIABILITY COVERAGE FORM

SECTION 1 - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

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

Throughout this policy the words "Assured" and "the Assured's" refer to the Named Assured shown in the Declarations, and any other person or organization qualifying as a Named Assured under this policy. The words "the Company" and "the Company's" refer to the company providing this insurance.

The word "Assured" means any person or organization qualifying as such under SECTION 5 - WHO IS AN ASSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION 7 - DEFINITIONS.

1. INSURING AGREEMENT

- a. The Company will pay those sums that the Assured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. The Company will have the right and duty to defend the Assured against any "suit" seeking those damages. However, the Company will have no duty to defend the Assured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. The Company may, at the Company's discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
 - (1) The amount the Company will pay for damages is limited as described in SECTION 6 - LIMITS OF INSURANCE; and
 - (2) The Company's right and duty to defend end when the Company has used up the applicable limit of insurance in the payment of judgments and/or settlements and/or expenses under Sections 1, 2, 3 & 4.

No other obligation or liability to pay sums or perform acts or services is covered.

- b. This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
 - (2) The "bodily injury" or "property damage" occurs during the policy period.
- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. EXCLUSIONS

This insurance does not apply to:

a. Expected or Intended Injury

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

b. Contractual Liability

"Bodily injury" or "property damage" for which the Assured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the Assured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "Insured contract", provided:
 - (a) the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; and
 - (b) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "Insured contract"; and
 - (c) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

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

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any Assured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that Assured; or
- (b) Providing or failing to provide transportation with respect to any person that may be

under the influence of alcohol;
if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if the Assured is in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages onto the Assured's premises, for consumption on the Assured's premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling serving or furnishing alcoholic beverages.

d. **Workers Compensation and Similar Laws**

Any obligation of the Assured under a workers compensation, disability benefits or unemployment compensation law or any similar law. This exclusion shall also apply to any liabilities, duties, or obligations of the insured owed to a crewmember or seaman under General Maritime Law.

e. **Employer's Liability**

"Bodily injury" to:

(1) An "employee" of the Assured arising out of and in the course of:

(a) Employment by the Assured; or

(b) Performing duties related to the conduct of the Assured's business; or

(2) The spouse, child, parent, brother, sister, relative, dependent, or estate of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

(1) Whether the Assured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

f. **Aircraft, Auto or Watercraft**

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

This exclusion does not apply to:

(1) Such watercraft while ashore on premises the Assured owns or rents;

(2) Such watercraft the Assured does not own that is:

- (a) Less than 26 feet long; and
- (b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises the Assured owns or rents, provided the "auto" is not owned by or rented or loaned to the Assured;

(4) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment".

g. **Mobile Equipment**

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

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

h. **War**

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

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

i. **Damage to Property**

"Property damage" to:

- (1) Property the Assured owns, rents, or occupies, including any costs or expenses incurred by the Assured, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the Assured sells, gives away or abandons, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to the Assured;

- (4) Personal property in the care, custody or control of the Assured;
- (5) That particular part of real property on which the Assured or any contractors or subcontractors working directly or indirectly on the Assured's behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "the Assured's work" was incorrectly performed on it.

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

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

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

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

j. **Damage to The Assured's Product**

"Property damage" to "the Assured's product" arising out of it or any part of it.

k. **Damage to The Assured's Work**

"Property damage" to "the Assured's work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on the Assured's behalf by a subcontractor.

l. **Damage to Impaired Property or Property Not Physically Injured**

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

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

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

m. **Recall of Products, Work or Impaired Property**

Damages claimed for any loss, cost or expense incurred by the Assured or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "the Assured's product";
- (2) "the Assured's work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through m. do not apply to damage by fire to premises while rented to the Assured or temporarily occupied by the Assured with permission of the owner. A separate sublimit of insurance applies to this SECTION 1 as described in SECTION 6 - LIMITS OF INSURANCE.

SECTION 2 - PERSONAL AND ADVERTISING INJURY LIABILITY

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

Throughout this policy the words "Assured" and "the Assured's" refer to the Named Assured shown in the Declarations, and any other person or organization qualifying as a Named Assured under this policy. The words "the Company" and "the Company's" refer to the company providing this insurance.

The word "Assured" means any person or organization qualifying as such under SECTION 5 - WHO IS AN ASSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION 7 - DEFINITIONS.

1. INSURING AGREEMENT

- a. The Company will pay those sums that the Assured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. The Company will have the right and duty to defend the Assured against any "suit" seeking those damages. However, the Company will have no duty to defend the Assured against any "suit" seeking damages for "personal injury" or "advertising injury" to which this insurance does not apply. The Company may, at the Company's discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:
 - (1) The amount the Company will pay for damages is limited as described in SECTION 6 - LIMITS OF INSURANCE; and
 - (2) The Company's right and duty to defend end when the Company has used up the applicable limit of insurance in the payment of judgments and/or settlements and/or expenses under Sections 1, 2, 3 & 4.

No other obligation or liability to pay sums or perform acts or services is covered unless specifically provided for under SECTION 4 - SUPPLEMENTARY PAYMENTS SECTIONS 1 AND 2.

b. This insurance applies to:

- (1) "Personal injury" caused by an offense arising out of the Assured's business, excluding advertising, publishing, broadcasting or telecasting done by or for the Assured;
- (2) "Advertising injury" caused by an offense committed in the course of advertising the Assured's goods, products or services;

but only if the offense was committed in the "coverage territory" during the policy period.

2. EXCLUSIONS

This insurance does not apply to:

"Personal injury" or "advertising injury":

- (1) Caused by or at the direction of the Assured with the knowledge that the act would violate the rights of another and would inflict "Personal injury" or "advertising injury";
- (2) Arising out of oral or written publication of material, if done by or at the direction of the Assured with knowledge of its falsity;
- (3) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (4) Arising out of the willful violation of a penal statute or ordinance committed by or with the direction or consent of the Assured;
- (5) For which the Assured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the Assured would have in the absence of the contract or agreement; or
- (6) Breach of contract, other than misappropriation of advertising ideas under an implied contract;
- (7) The failure of goods, products or services to conform with advertised quality or performance;
- (8) The wrong description of the price of goods, products or services;
- (9) Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in the Assured's advertisement'.
- (10) An offense committed by an Assured whose business is:
 - (a) advertising, broadcasting, publishing or telecasting;
 - (b) Designing or determining content of web sites for others; or
 - (c) An Internet search, access content or service provider.

However, this exclusion does not apply to Paragraphs 16 .a., b. and c. of "personal injury" under the Definitions section.

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

- (11) Arising out of an electronic chatroom or bulletin board the Assured hosts owns, or over which the Assured exercises control.

- (12) Arising out of the unauthorized use of another's name or product in the Assured's e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.
- (13) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (14) Giving rise to any, cost or expense with respect to any
 - (a) Request demand, order or statutory or regulatory requirement that any Assured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants": or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- (15) However caused, arising, directly or indirectly, out of:
 - (a) War, including undeclared or civil war;
 - (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

SECTION 3 - MEDICAL PAYMENTS

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

Throughout this policy the words "Assured" and "the Assured's" refer to the Named Assured shown in the Declarations, and any other person or organization qualifying as a Named Assured under this policy. The words "the Company" and "the Company's" refer to the company providing this insurance.

The word "Assured" means any person or organization qualifying as such under SECTION 5 - WHO IS AN ASSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION 7 - DEFINITIONS.

1. INSURING AGREEMENT

- a. The Company will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises the Assured owns or rents;
 - (2) On ways next to premises the Assured owns or rents; or
 - (3) Because of the Assured's operations;provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to the Company within one year of the date of the accident; and
 - (3) The injured person submits to examination, at the Company's expense, by physicians of the Company's choice as often as the Company reasonably require.
- b. The Company will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. The Company will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. EXCLUSIONS

The Company will not pay expenses for "bodily injury":

- a. To any Assured.
- b. To a person hired to do work for or on behalf of any Assured or a tenant of any Assured.
- c. To a person injured on that part of premises the Assured owns or rents that the person normally occupies.
- d. To a person, whether or not an "employee" of any Assured, if benefits for the "bodily injury" are payable or must be provided under a workers compensation or disability benefits law or a similar law.
- e. To a person injured while taking part in athletics.
- f. Included within the "products-completed operations hazard".
- g. Excluded under SECTION 1.
- h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

SECTION 4 - SUPPLEMENTARY PAYMENTS SECTIONS 1 AND 2

The Company will pay, with respect to any claim the Company investigates or settles, or any "suit" against an Assured the Company defends:

1. All expenses the Company incurs, including but not limited to "defense costs".
2. Up to \$250 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the "Bodily Injury" Liability Coverage applies. The Company does not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. The Company does not have to furnish these bonds.
4. All reasonable expenses incurred by the Assured at the Company's request to assist the Company in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
5. All court costs taxed against the Assured in the "suit". However, these payments do not include attorneys' fees or attorney's expenses taxed against the Assured.
6. Prejudgment interest awarded against the Assured on that part of the judgment the Company pay. If the Company makes an offer to pay the applicable limit of insurance, the Company will not pay any prejudgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before the Company has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments are included within the Limit(s) of Liability set forth in the Declarations.

If the Company defends an Assured against a "suit" and an indemnitee of the Assured is also named as a party to the "suit", the Company will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the Assured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the Assured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the Assured in the same "insured contract";
- d. The allegations in the "suit" and the information the Company know about the "occurrence" are such that no conflict appears to exist between the interests of the Assured and the interests of the indemnitee;

- e. The indemnitee and the Assured ask the Company to conduct and control the defense of that indemnitee against such "suit" and agree that the Company can assign the same counsel to defend the Assured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with the Company in the investigation, settlement or defense of the "suit";
 - (b) Immediately send the Company copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with the Company with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides the Company with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by the Company in the defense of that indemnitee, necessary litigation expenses incurred by the Company and necessary litigation expenses incurred by the indemnitee at the Company's request will be paid as Supplementary Payments.

The Company's right and duty to defend end when the Company has used up the applicable limit of insurance in the payment of judgments and/or settlements and/or expenses under Sections 1, 2, 3 & 4.

No other obligation or liability to pay sums or perform acts or services is covered.

SECTION 5 - WHO IS AN ASSURED

1. If the Named Assured is:
 - a. An individual, then the individual and the individual's spouse are Assureds, but only with respect to the conduct of a business of which Assured is the sole owner.
 - b. A partnership or joint venture, then the partnership or joint venture is an Assured. The Assured's members, the Assured's partners, and their spouses are also Assureds, but only with respect to the conduct of the Assured's business.
 - c. A limited liability company, then the limited liability company is an Assured. The Assured's members are also Assureds, but only with respect to the conduct of the Assured's business. The Assured's managers are Assureds, but only with respect to their duties as the Assured's managers.
 - d. An organization other than a partnership, joint venture or limited liability company, then the organization is an Assured. The Assured's "executive officers" and directors are Assureds, but only with respect to their duties as the Assured's officers or directors. The Assured's stockholders are also Assureds, but only with respect to their liability as stockholders.
2. Each of the following is also an Assured:
 - a. The Assured's "employees", other than either the Assured's "executive officers" (if the Assured is an organization other than a partnership, joint venture or limited liability company) or the Assured's managers (if the Assured is a limited liability company), but only for acts within the scope of their employment by the Assured or while performing duties related to the conduct of the Assured's business. However, none of these "employees" is an Assured for:
 - (1) "Bodily injury" or "personal injury":
 - (a) To the Assured, to the Assured's partners or members (if the Assured is a partnership or joint venture), to the Assured's members (if the Assured is a limited liability company), or to a "co-employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of the Assured's business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

the Assured, any of the Assured's "employees", any partner or member (if the Assured is a partnership or joint venture), or any member (if the Assured is a limited liability company).

b. Any person (other than the Assured's "employee"), or any organization while acting as the Assured's real estate manager.

c. Any person or organization having proper temporary custody of the Assured's property if the Assured dies, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until the Assured's legal representative has been appointed.

d. The Assured's legal representative if the Assured dies, but only with respect to duties as such. That representative will have all the Assured's rights and duties under this Coverage Part.

3. With respect to "mobile equipment" registered in the Assured's name under any motor vehicle registration law, any person is an Assured while driving such equipment along a public highway with the Assured's permission. Any other person or organization responsible for the conduct of such person is also an Assured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an Assured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by the Assured or the employer of any person who is an Assured under this provision.

4. Any organization the Assured newly acquires or forms, other than a partnership, joint venture or limited liability company, and over which the Assured maintains ownership or majority interest, will qualify as a Named Assured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after the Assured acquires or forms the organization or the end of the policy period, whichever is earlier;

b. SECTION 1 does not apply to "bodily injury" or "property damage" that occurred before the Assured acquired or formed the organization: and

c. SECTION 2 does not apply to "personal injury" or "advertising injury" arising out of an offense committed before the Assured acquired or formed the organization.

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

SECTION 6 - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most the Company will pay regardless of the number of:
 - a. Assureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most the Company will pay for the sum of:
 - a. Medical expenses under SECTION 3;
 - b. Damages under SECTION 1, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under SECTION 2.
 - d. Amounts recoverable under SECTION 4.
3. The Products-Completed Operations Aggregate Limit is the most the Company will pay under SECTIONS 1 and 4 for damages because of "bodily injury" and "property damage" included in the products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most the Company will pay under SECTIONS 2 and 4 for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most the Company will pay for the sum of:
 - a. Damages under SECTIONS 1 and 2;
 - b. Medical expenses under SECTION 3;
 - c. Amounts recoverable under SECTION 4.because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to 5. above, the Fire Damage Limit is the most the Company will pay under SECTION 1 for damages because of "property damage" to premises, while rented to Assured or temporarily occupied by Assured with permission of the owner, arising out of any one fire.
7. Subject to 5. above, the Medical Expense Limit is the most the Company will pay under SECTION 3 for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION 7 - DEFINITIONS

1. "Advertising injury" means injury arising out of one or more of the following offenses:
 - a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - b. Oral or written publication of material that violates a person's right of privacy;
 - c. Misappropriation of advertising ideas or style of doing business; or
 - d. Infringement of copyright, title, trade dress or slogan in the Assured's advertising.
2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment, but "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
 - c. All parts of the world if:
 - (1) The injury or damage arises out of:
 - (a) Goods or products made or sold by the Assured in the territory described in a. above; or
 - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on the Assured's business; and
 - (2) The Assured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement the Company agrees to.
5. "Defense costs" means the legal and investigative costs, fees, and expenses, including attorneys' fees, which are incurred in the process of handling a claim presented under this policy. Defense costs do not include salaries and expenses of the Company's employees, other than employed attorneys, or salaries and expenses of the Assured's "employees".
6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

7. "Executive officer" means a person holding any of the officer positions created by the Assured's charter, constitution, by-laws or any other similar governing document.
8. "Gross Receipts" means the gross amount of money charged by the Named Assured for "The Assured's Product" and "The Assured's Work" during the Policy Period, and includes:
- a) taxes, other than taxes which the Named Assured collects as a separate item and remits directly to a governmental division.
 - b) cost of subcontractor(s)
9. "Impaired property" means tangible property, other than "the Assured's product" or "the Assured's work", that cannot be used or is less useful because:
- a. It incorporates "the Assured's product" or "the Assured's work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. The Assured has failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- a. The repair, replacement, adjustment, or removal of "the Assured's product" or "the Assured's work"; or,
 - b. The Assured's fulfilling the terms of the contract or agreement.
10. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to Assured or temporarily occupied by Assured with permission of the owner is not an "Insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to the Assured's business (including an indemnification of a municipality in connection with work performed for a municipality) under which Assured assumes the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications: or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the Assured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the Assured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
11. "Leased worker" means a person leased to the Assured by a labor leasing firm under an agreement between the Assured and the labor leasing firm, to perform duties related to the conduct of the Assured's business. "Leased worker" does not include a "temporary worker".
12. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises the Assured owns or rents;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

14. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

In the event of continuing or progressively deteriorating damage over any length of time, such damage shall be deemed to be one occurrence, and shall be deemed to occur only when such damage first commences.

15. "Payroll" means the total remuneration paid to each "employee" for services rendered during the policy period excluding "executive officers" engaged primarily in clerical operations and excluding extra wages paid for overtime.
16. "Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;

- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- e. Oral or written publication of material that violates a person's right of privacy.

17. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises the Assured owns or rents and arising out of "the Assured's product" or "the Assured's work" except:
 - (1) Products that are still in the Assured's physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "the Assured's work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in the Assured's contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if the Assured's contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

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

18. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

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

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

- 19. "Short-rate return premium" shall be defined to mean the amount obtained by multiplying the pro rata return premium times 90%.
- 20. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the Assured must submit or does submit with the Company's consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the Assured submits with the Company's consent.
- 21. "Temporary worker" means a person who is furnished to the Assured to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 22. "The Assured's product" means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) The Assured;
 - (2) Others trading under the Assured's name; or
 - (3) A person or organization whose business or assets the Assured has acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"the Assured's product" includes:

- (1) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "the Assured's product"; and
- (2) The providing of or failure to provide warnings or instructions.

"the Assured's product" does not include vending machines or other property rented to or located for the use of others but not sold.

23. "The Assured's work" means:

- a. Work or operations performed by the Assured or on the Assured's behalf; and
- b. Materials, pads or equipment furnished in connection with such work or operations.

"the Assured's work" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "the Assured's work"; and
- b. The providing of or failure to provide warnings or instructions.

American Institute

CYBER EXCLUSION CLAUSE
(11/06/2015)

This clause shall be paramount and shall override anything contained in this insurance (including any endorsement(s)) 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

3. any "malicious act" involving the use of any "computer system", "electronic data communications system", "computer virus", or process or any other electronic system; and/or
4. any access to or disclosure of any "personally identifiable information" or any person's or organization's confidential information, including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, or any other type of nonpublic information; and/or
5. any action or omission that violates or is alleged to violate any federal, state or local statute that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of any written or electronic material or information.

Where this policy provides coverage for War Risks, section 1 above shall not operate to exclude losses which would otherwise be covered by such War Risks coverage.

Definitions

"Computer system" means computer hardware of any kind; "electronic computer program"; "electronic data processing media"; operating system; media microchip; microprocessor (computer chip); integrated circuit or similar device; computer network and networking equipment; firmware; server; website; extranet; and all input, output, processing, storage, and off-line media libraries.

"Computer virus" means any corrupting, harmful or otherwise unauthorized instructions or code including, but not limited to, any maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a "computer system" or network of whatsoever nature.

"Electronic computer program" means computer software, application software, and other recorded instructions for the processing, sequencing, collecting, transmitting, recording, retrieval, or storage of "electronic data".

"Electronic data" means information or knowledge recorded or transmitted in a form usable in a "computer system", microchip, integrated circuit or similar device in non-computer equipment, and which can be stored on "electronic data processing media" for use by an "electronic computer program".

"Electronic data communications system" means any communication system, including a "computer system" and the internet, which provides the Assured with access to another "computer system", microchip, integrated circuit or similar device in non-computer equipment, or which provides any party access to the Assured's "computer system", microchips, integrated circuits or similar devices in non-computer equipment.

"Electronic data processing media" means punch cards, paper tapes, floppy disks, CD-ROM, hard drives, magnetic tapes, magnetic discs or any other tangible personal property on which "Electronic data" or "electronic computer programs" are recorded or transmitted, but not the "electronic data" or "electronic computer programs" themselves. Money or securities are not "electronic data processing media".

"Malicious act" shall mean the intentional and wrongful action or actions of one or more persons, whether or not agents of a sovereign power.

"Personally identifiable information" shall mean information, whether printed or digital, encrypted or unencrypted, in the care custody or control of any Assured which alone or in conjunction with other information can be used to uniquely identify an individual. However, "personally identifiable information" does not include information which is lawfully available to the general public.

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 Of This Policy Shall Remain Unchanged

SALVORS LEGAL LIABILITY COVERAGE ENDORSEMENT

Effective **from inception**, it is agreed that Section 1, Clause 2, Exclusions g. and j(4) do not apply to any claim arising out of the Insured's Salvage Operations, which are insured hereunder subject to the following terms and conditions:

1. This insurance is to cover the legal liability of the Assured upon the terms and conditions and subject to the limitations hereinafter set forth.

This insurance is to cover the legal liability of the Assured for loss or damage to vessels, craft, and equipment, cargoes, freights, and other interests on board, which are in their care, custody or control for the purposes of salvage and/or wreck removal.

B. This insurance also covers the legal liability of the Assured for loss or damage to property other than that referred to in paragraph A hereof caused by said vessels or craft and their cargoes, which are in their care, custody or control for the purpose of salvage and/or wreck removal.

The maximum liability of this Company on account of any one disaster or casualty shall not exceed: \$ **1,000,000** with respect to each vessel including its equipment, cargo, freight, and other interests on board, in respect to which the Assured's legal liability is insured under Section 1.A. above.

\$ **1,000,000** with respect to the Assured's legal liability insured under Section 1.B. above.

\$ **1,000,000** with respect to all claims, costs and expenses arising out of any one disaster or casualty under all policy coverages combined.

3. No claim shall be payable under this policy unless the aggregate liability of the Assured arising out of the same accident or occurrence, and insured against hereunder, exceeds the sum of **\$Per Declarations (Section III)** and this sum shall be deducted from the amount payable hereunder on account of liability arising from each such accident or occurrence.

4. Notwithstanding anything to the contrary contained in this policy, it is hereby expressly understood and agreed that this insurance does not cover any liability:

A. For death or personal injury, except as provided for elsewhere in the policy;

B. Assumed under contract or otherwise in extension of the liability which would have been imposed upon the Assured by law in the absence of such contract;

For demurrage, loss of time, loss of freight, loss of charter and/or similar and/or substituted expenses;

D. For loss, damage or expense which may be recoverable under any other insurance inuring to the benefit of the Assured except as to any excess over and above the amount recoverable thereunder;

E. For loss, damage or expense for collision liability, towers liability or liabilities insured against under the customary forms of hull or protection and indemnity policies, whether in force or not, arising out of the operation of any vessel or craft owned or operated by the Assured and/or any affiliated or subsidiary concern or individual or party;

F. To property owned, leased to Assured or utilized by the Assured in its business;

G. To vessels or craft stored by the Assured;

H. For loss, damage or expense caused by or resulting from strikes, lock-outs, labor disturbances, riots, civil

commotion or the acts of any person or persons taking part in any such occurrence or disorder;

I. For vessel repair, construction, alteration, conversion or gas freeing, except as a necessary part of a salvage and/or wreck operation;

J. For failure to remove wreck and/or vessel to be salvaged;

K. For loss of or damage to vessels or craft owned, operated or bareboat chartered to the Assured;

L. For miscellaneous marine and mobile equipment owned by and/or leased to the Assured;

Arising out of efforts to salvage and/or remove the wreck of vessels carrying petroleum products or other liquids as cargo, without prior approval from underwriters at additional premium to be agreed.

5. Warranted wrecks are marked with wreck buoys at all times.

6. Warranted that positions of wrecks have been advised to shipping via the Department of Transportation, or equivalent authority in other jurisdictions.

7. Warranted gas free certificate obtained if and when required by authority of competent jurisdiction prior to commencement of hot work on tankers.

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the Policy except as herein above set forth.