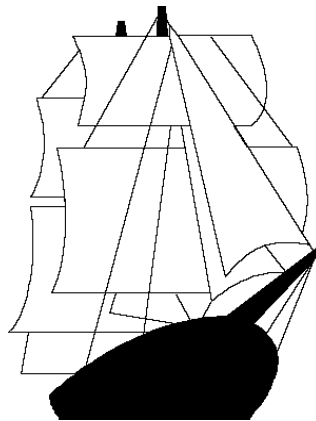


Marine Policy

Assured

Fidalgo Marina Owners Association
3101 V Ave
Anacortes, WA 98221



Policy No.: N10758762.001

Producer

Scott Richards Insurance Inc
1116 12th St
Anacortes, WA 98221

Company: **Indemnity Insurance Co of North America**

SYM: **XPI**

Policy ID: **N10758762**

Office: **Philadelphia**

Named Insured & Mailing Address:

Producer's Name & Address:

<p>Fidalgo Marina Owners Association 3101 V Ave Anacortes, WA 98221</p>	<p>SCOTT RICHARDS INSURANCE INC 1116 12TH ST ANACORTES, WA 98221</p> <p>Producer Code Z10396</p>
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**General Policy
Information**

When Coverage Begins: **01/01/2022** 12:01 AM-at the place of issuance

When Coverage Ends: **01/01/2023** 12:01 AM-at the place of issuance

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

The Premium for this policy is indicated below next to the applicable Coverage Part(s).

Coverage (Form)

Premium

MH-350a Standard Bumbershoot Liability Coverage Form		
Limit of Liability	\$5,000,000	\$ 12,001
Combined Single Limit	\$5,000,000	
Self Insured Retention	\$ 25,000	
The above-referenced limits and retention apply: Any One Accident or Occurrence, and in the Aggregate Where Applicable, Combined Single Limit		

Total Premium: \$ **12,001.00**

Attached Forms Per MH-43582 Schedule of Forms

This Declaration together with Coverage Form(s), Forms and Endorsements, if any, issued to a part thereof, complete the above numbered policy.

Schedule Of Underlying

COVERAGE	EFFECTIVE DATE	LIMIT(S)	CARRIER / POLICY NO.
Commercial General Liability	1/1/2022 - 1/1/2023	\$1,000,000 Each Occ., CSL	ACE American Insurance Company
		\$2,000,000 Gen. Aggregate	
		\$1,000,000 Pers. & Adv. Inj.	
		\$1,000,000 Prod/Comp Ops. Agg.	Policy No: D95010568
Marina Operators Legal Liability	1/1/2022 - 1/1/2023	\$1,000,000 any one vessel	Federal Insurance Co.
		\$1,000,000 any one loss	Policy No: Y10227148
Protection & Indemnity	1/1/2022 - 1/1/2023	\$1,000,000 CSL	Federal Insurance Co.
			Policy No: Y10227148

A. INSURING AGREEMENT**1. COVERAGE**

This policy is to indemnify the Assured in respect of the following (including such expenses as are set out in the definition of "ULTIMATE NET LOSS"):

- (a) All Protection and Indemnity risks of whatsoever nature including, but not limited to, those covered by the underlying Protection & Indemnity Insurances or which are absolutely or conditionally undertaken by the United Kingdom Mutual Steam Ship Assurance Association, Limited.
- (b) General Average, Collision Liabilities, Salvage, Salvage Charges and Sue and Labor arising from any cause whatsoever.
- (c) All other sums which the Assured shall become legally liable to pay or by contract or agreement become liable to pay in respect of claims made against the Assured for damages of whatsoever nature, on account of:

- (i) Personal Injuries, including death at any time resulting therefrom;
- (ii) Property Damage;

caused by or arising out of each occurrence happening anywhere in the world. Notwithstanding the foregoing this insurance shall not cover liabilities arising by reason of insolvency or inadequacy of capital.

2. LIMIT OF LIABILITY - UNDERLYING LIMITS

Underwriters hereon shall only be liable up to the Limit of Liability shown on the Declarations for the excess of either:

- (a) The amount(s) of the limit(s) set out in underlying insurances identified in the attached Schedule (with respect to General Average, Collision Liabilities, Towers Liabilities, Salvage, Salvage Charges, Sue and Labor expenses and Protection and Indemnity, the sum(s) of said expenses and liabilities actually insured under the underlying policies shall be deemed the amount(s) of the limit(s) of said underlying policies), or
- (b) \$Per Self-Insured Retention Shown on the Declarations Ultimate Net Loss in respect of each occurrence not covered by said underlying insurances (all hereinafter called the "Underlying Limits") and then only to a further \$Per Declarations Ultimate Net Loss in respect of each occurrence AND IN THE AGGREGATE WHERE APPLICABLE.

Combined Single Limit: In the event of an occurrence involving more than one policy form, section, or endorsement hereto, the maximum limit of liability under this policy for any one occurrence shall not exceed the Combined Single Limit shown on the Declarations.

In the event of reduction or exhaustion of the aggregate limits contained in any of the underlying coverage listed in the Schedule of Underlying Insurances solely by reason of the payment of losses in respect of occurrences taking place during the period of this Policy, this Policy shall apply, subject to the terms and conditions of the underlying insurance, in excess of the reduced underlying limit or, if such limit is exhausted, as underlying insurance.

The inclusion hereunder of more than one Assured shall not operate to increase Underwriters' limit of liability.

Should any of the underlying insurances as listed in the Schedule of Underlying Insurance on the Declarations be subject to an annual aggregate limit, this policy shall also be subject to an annual aggregate limit equal to the occurrence limit as shown herein.

In the event that an occurrence is covered by more than one Policy of underlying insurance listed in the Schedule of Underlying Insurance on the Declarations, the coverage provided by this Policy shall be excess to the greatest available limit in the underlying insurances.

3. PREMIUM

The Premium hereunder shall be \$Per Declarations payable at inception.

B. DEFINITIONS**1. ASSURED**

The unqualified word "Assured", wherever used in this Policy, includes not only the Named Assured shown on the Declarations but also:

- (a) any executive officer, director, partner, stockholder or employee of the Named Assured, while acting in his capacity as such;
- (b) any person, organization, trustee, or estate to whom the Named Assured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this Policy, but only in respect of operations by or on behalf of the Named Assured;
- (c) with respect to any automobile owned by the Named Assured or hired for use in behalf of the Named Assured or to any aircraft owned by the Named Assured or hired for use in behalf of the Named Assured, any person while using such automobile or aircraft and any person or organization legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Named Assured. The insurance extended by this sub-division (c), with respect to any person or organization other than the Named Assured, shall not apply:
 1. to any person or organization, or to any agent or employee thereof operating an automobile repair shop, public garage, sales agency, service station, or public parking place, with respect to any occurrence arising out of the operation thereof;
 2. to any manufacturer of aircraft, engines, or aviation accessories, or any aviation sales or service or repair organization or airport or hangar operator or their respective employees or agents, with respect to any occurrence arising out of the operation thereof;
 3. with respect to any hired automobile or aircraft, to the owner thereof or any employee of such owner.

2. OCCURRENCE

The term "Occurrence" whenever used herein, means an event or a continuous or repeated exposure to conditions which unintentionally causes injury, damage or destruction resulting during the policy period. Any number of such injuries, damage or destruction resulting from a common cause or from exposure to substantially the same conditions shall be deemed to result from one occurrence.

For the purpose of this definition of Occurrence, the term "unintentionally" shall not apply to claims arising out of personal injuries.

3. ULTIMATE NET LOSS

The term "Ultimate Net Loss" shall mean the total sum which the Assured becomes obligated to pay by reason of matters set out in A. Insuring Agreement, including compromise settlements, and shall include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law costs, premiums on attachment or appeal bonds, interest, expenses for doctors, lawyers, nurses and investigators and other persons, and for litigation, settlement adjustment and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder, excluding, however, the salaries of the Assured's permanent employees and general office overhead and also excluding any part of such expenses for which the Assured is covered by other valid and collectible insurance. Nothing herein contained shall be construed to require the Assured to enforce by legal action, any rights of salvage, subrogation or indemnity, before the Insurers shall pay any loss covered hereunder.

DEFENSE WITHIN LIMITS: The cost of defense of claims and suits against the Assured, including legal fees, costs and expenses, shall be incurred within the Limits of Liability, Deductibles and Self-

Insured Retentions set forth in this Policy. Such defense costs incurred will erode applicable Limits of Liability, Deductibles and Self-Insured Retentions.

4. **AUTOMOBILE**

The term "Automobile", wherever used herein, shall mean a land motor vehicle, trailer or semi-trailer.

5. **AIRCRAFT**

The term "Aircraft", wherever used herein, shall mean any heavier than air or lighter than air aircraft designed to transport persons or property.

6. **PERSONAL INJURIES AND PROPERTY DAMAGE**

The following Definitions shall apply as respects all activities of the Assured other than liability arising out of the ownership, charter, use, operation, maintenance, loading, unloading or as a bailee of any watercraft:

(a) **PERSONAL INJURIES**

The term "Personal Injuries" whenever used herein means bodily injury (including death at any time resulting therefrom), mental injury, mental anguish, shock, sickness, disease, disability, false arrest, false imprisonment, wrongful eviction, detention, malicious prosecution; also libel, slander, disparagement or defamation of character, or invasion of rights of privacy, except that which arises out of any advertising activities.

(b) **PROPERTY DAMAGE**

The term "Property Damage" whenever used herein shall mean loss of or direct damage to or destruction of tangible property (other than property owned by the Named Assured).

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

7. **UNDERWRITERS**

The term "Underwriters", wherever used herein, shall mean the insurer shown on the Declarations.

C. EXCLUSIONS

1. **THIS POLICY SHALL NOT APPLY:**

- (a) (1) To indemnify an Assured whose dishonesty or fraud, committed individually or in collusion with others, caused the loss for which that Assured seeks indemnity; nor
- (2) to indemnify any Assured against claims based upon any intentional non-compliance with any statute or regulation unless such claim(s) be for damages occasioned by actual or alleged bodily injury (fatal or otherwise) or physical loss of, or damage to, and/or loss of use of tangible property; nor
- (3) to indemnify any Assured in respect of any criminal fines or criminal penalties incurred through the criminal act of that Assured.
- (b) With respect to advertising activities, to claims against the Assured:
- (1) for failure of performance of contract, but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of an implied contract;
- (2) by advertising agents of the Assured;
- (3) for infringement of registered trade mark, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans;

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- (4) for incorrect description of any article or commodity;
 - (5) for mistake in advertised price.
 - (c) To any claim(s) made by any National, State or Local Government sub-divisions or agencies thereof, unless such claim(s) be for damages occasioned by actual or alleged personal and/or bodily injury (fatal or otherwise), physical loss of, damage to and/or loss of use of, tangible property. This exclusion shall apply only to such claims as are made under Coverage Clause A. 1. (c) and which are not covered by the Assured's Underlying Policies set out in the Schedule attached hereto.
 - (d) To any claim(s) or suit(s) alleging violation of the anti-trust laws, unfair competition or other acts allegedly in restraint of trade.
 - (e) To any stockholder's derivative action(s).
 - (f) To claims for non-payment or delay in payment of charter hire; non-payment or delay in payment of loans, mortgages, promissory notes, checks, drafts or other evidences of debt.
 - (g) To claims for infringement of patent(s); unauthorized use of trade-mark(s) or trade-name(s); misappropriation of design(s), drawing(s), process(es) or procedure(s) or to claims based on misappropriation of minerals or non-payment of mineral royalties.
 - (h) (1) To loss, damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
 - (2) Nevertheless, this exclusion shall not apply except as provided in (h)(3) below, to liabilities:
 - (i) Arising in connection with vessels owned, chartered, hired or otherwise used by the Assured.
 - (ii) Arising out of property of any kind in transit by land, water or air during such periods as would be covered for full War Risks under any insurance covering physical loss of or damage to cargo subject to the Institute War Clauses relevant to the particular form of transit.
 - (iii) Arising out of any waterborne operations.
 - (iv) To seamen or under Workmen's Compensation Statutes.
 - (v) for death of or bodily injury to persons of any kind.
 - (3) Notwithstanding the provisions of (h)(2) above, the clause set out in (h)(1) above shall apply to the liabilities set out in (h) (2) above:
 - (i) unless sooner applied under the provisions of (3)(ii) and (3)(iii) below, automatically upon and simultaneously with the outbreak of war (whether there be a declaration of war or not) between any of the following countries: United States of America, United Kingdom (or any other members of the British Commonwealth), France, Russia, the People's Republic of China.
 - (ii) at any time at the Assured's request, or by Underwriters giving 14 days written notice to the Assured, but in no event shall such notice affect or postpone the operation of the provisions of (3)(i) and (3)(iii). Written or telegraphic notice sent to the Assured at his (its) last known address shall constitute a complete notice and such notice mailed or telegraphed to the Assured, care of the broker who negotiated this insurance, shall have the same effect as if sent to the said Assured direct. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of the operation of the clause set out in (h)(1) above shall be 14 days from midnight of the day on which such notice was mailed or telegraphed as aforesaid. Underwriters agree, however, that the clause set out in (h)(1) above shall not apply subject to agreement between Underwriters and the Assured prior to the aforesaid effective

date and hour as to an additional premium and/or new conditions and/or warranties.

- (iii) unless sooner terminated under the provisions of (3)(i) or (3)(ii), automatically in respect of an insured vessel if and when such vessel is requisitioned, either for title or use, by the Government of the United States or of the country in which the vessel is owned or registered or of the country in which any such right of requisition is vested.

If, subsequent to the agreement of an additional premium as provided by paragraph (3) (ii) above, either the Assured or Underwriters again elect to exercise the option provided therein or paragraphs (3)(i) or (3)(ii) become operative, pro-rata net return of the additional premium paid shall be refunded to the Assured. Such return premium will be paid on demand or as soon thereafter as practicable to do so.

2. CONDITIONAL EXCLUSIONS

As respects all activities of the Assured (except liability arising out of ownership, charter, use, operation, maintenance, loading, unloading or as a bailee of any watercraft not otherwise excluded or limited herein), this insurance shall be free from liability (unless coverage is provided in an underlying policy scheduled hereon, and then coverage hereunder shall only operate as excess of such coverage):

- (a) from operation, ownership, use of any automobile, truck or aircraft;
- (b) from any employee with respect to personal injury to or death of another employee of the same employer injured in the course of such employment;
- (c) for damage, loss, or expense to property of others which occurred while in the care, custody or control of the Assured hereunder;
- (d) assumed under contract;
- (e) arising out of goods or products manufactured, sold, handled or distributed by the Assured or by others trading under his name (hereinafter called "the Assured's Products") if the occurrence occurs after possession of such goods or products has been relinquished to others by the Assured or by others trading under his name and if such occurrence occurs away from premises owned, rented or controlled by the Assured; provided such goods or products shall be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property, other than such container, rented to or located for use of others but not sold;
- (f) arising out of operations, if the occurrence occurs after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the Assured; provided that operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further the following shall not be deemed to be "operations" within the meaning of this paragraph:
 - (1) pick-up or delivery, except from or onto a railroad car;
 - (2) the maintenance of vehicles owned or used by or in behalf of the Assured;
 - (3) the existence of tools, uninstalled equipment and abandoned or unused materials.

3. ABSOLUTE EXCLUSIONS

- (a) This insurance shall be free from liability or expense arising:
- (1) from infidelity and/or dishonesty of an Assured, or any officer, director, employee, agent or representative of an Assured committed individually or in collusion with others;
 - (2) from ownership, use or operation of drilling rigs, drilling barges, drilling tenders, platforms, flow lines, gathering stations and/or pipe lines, but this exclusion shall not apply to craft serving the foregoing such as crew, supply, or utility boats, tenders or tugs;
 - (3) under Employees Retirement Income Security Act (ERISA);

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- (4) because of the violation of any statute, law, ordinance or regulation prohibiting discrimination or humiliation because of race, religion, creed, color, national origin, age and/or sex or sexual preference or orientation;
- (5) directly or indirectly in consequence of the actual or potential discharge, dispersal, release, or escape of smoke, vapors, soot, fumes, acids, alkalis, petroleum products or derivatives, liquids or gases, waste materials, sewage or other toxic chemicals, irritants, contaminants or pollutants into or upon land, atmosphere or any watercourse or body of water;
- (6) from the failure of the Assured's products or work completed by or for the Assured to perform the function or serve the purpose intended by the Assured, if such failure is due to a mistake or deficiency in any design, formula, plan, specifications, advertising material or printed instructions prepared or developed by any Assured except with respect to bodily injury or property damage as a result of said failure provided such property damage or bodily injury is insured in an underlying policy scheduled hereon;
- (7) out of the conduct of any partnership or joint venture of which the Assured is a partner or member and which is not shown in this policy as a Named Assured. When such joint venture or partnership of which the Assured is a partner or member is named in this policy as a Named Assured, this policy will respond, subject to all terms and conditions, for an amount not exceeding the Assured's participation in such partnership or joint venture;
- (8) from any activity as a ship repairer or shipbuilder other than for maintenance and repairs by the Assured to his own vessel, unless Ship Repairer Legal Liability is listed in the Schedule of Underlying Insurance.
- (9) from liability under any federal or state security or blue sky statute;
- (b) **OCCUPATIONAL DISEASE EXCLUSION:** It is understood and agreed that this insurance shall not cover any liability, loss, damage or expense as regards personal injury (fatal or non-fatal) resulting from occupational disease sustained by any employee of the assured.
- (c) **ASBESTOS EXCLUSION:** It is understood and 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).
- (d) **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 insured in the conduct of any of the insured'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.
- (e) **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.
- (f) **DIRECTORS AND OFFICERS LIABILITY EXCLUSION:** In consideration of the premium charged and notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that this policy shall not apply to any claims arising out of or alleged to have arisen from any wrongful act of Directors or Officers in the discharge or performance of their duties as such. It is further understood and agreed that for the purpose of this policy, wrongful act shall mean any actual or alleged error or misstatement or misleading statement or act or omission or neglect or breach of duty by the Directors or Officers in the discharge of their duties, individually or collectively, or any matter claimed against them solely by reason of their being Directors or Officers of the Company.
- (g) **EMPLOYMENT-RELATED PRACTICES EXCLUSION:** It is understood and agreed that this

insurance shall not cover:

- (1) “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.
- (2) “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 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 the injury.

- (h) **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.
- (i) **HEALTH HAZARD EXCLUSION:** Notwithstanding anything to the contrary contained in this policy, no coverage is granted by this policy for any claim or expense (including but not limited to defense cost) arising out of the following exclusion:

POLYCHLORINATED BIPHENYL (PCB), SILICA, LEAD: This policy shall not apply to:

- (1) **POLYCHLORINATED BIPHENYL (PCB):**- Bodily Injury or Personal Injury or cause of, damage to or loss of use of property directly or indirectly caused by Polychlorinated Biphenyl. The term PCB as used in this exclusion means Polychlorinated Biphenyl or any derivative thereof.
- (2) **SILICA:** Bodily Injury or Personal Injury or cause of, damage to or loss of use of property directly or indirectly caused by Silica.
- (3) **LEAD:** Bodily Injury or Personal Injury or cause of, damage to or loss of use of property directly or indirectly caused by lead and/or lead related compounds and/or lead derivatives.

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

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

- (j) **FUNGI, SPORE, BACTERIA, OR VIRUS EXCLUSION:** This insurance does not apply to bodily injury, property damage, personal injury or advertising injury of any nature whatsoever, concurrently or non-concurrently caused by, arising out of, resulting from, contributed to, aggravated by, or in any way related to, directly or indirectly, in whole or in part, any fungi (including but not limited to any mold, mildew, yeast or mycotoxin), spore, bacteria, or virus. This exclusion does not apply to bodily injury arising out of the ingestion of food, beverage, or FDA approved nutritional supplement or medication.
- (k) **MTBE:** This insurance does not apply to any injury, damage, expense, cost, loss, demand, claim, liability or legal obligation arising out of, resulting from or in any way related to actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape, spill, leak, handling, sale,

distribution, manufacture, remediation, disposal, monitoring, testing, investigation, treatment, neutralization or detoxification of Methyl-Tertiary-Butyl Ether or Methyl-Tert-Butyl Ether ("MTBE"); or any product, substance, or wastes containing MTBE; or any daughter or degradation products of MTBE.

The addition of this exclusion does not imply that other policy provisions, including but not limited to any pollution exclusion, do not also exclude coverage for MTBE related injury, damage, expense, cost, loss, liability, or legal obligation.

- (l) **SECURITIES EXCHANGE ACT:** It is hereby understood and agreed that this Policy shall not apply to any liability based upon or arising out of any intentional or unintentional violation of any provision of any Federal or State securities law, including but not limited to the Securities Act of 1933 or the Securities Exchange Act of 1934 or any amendments or additions thereto.
- (m) **DIVING EXCLUSION:** Notwithstanding anything to the contrary contained herein, this Policy shall at no time provide coverage for any accident, occurrence, offense, liability, bodily injury, property damage, claim, loss, suit, cost or expense arising from, in connection with or related to diving and divers of any type or kind, including but limited to individual divers while embarking, attempting to enter the water, while in the water, or while attempting to board the vessel(s) upon returning from the water. In addition, the policy shall at no time provide coverage for any accident, occurrence, offense, liability, bodily injury, property damage, claim, loss, suit, cost or expense arising from, in connection with or related to the sales, service, maintenance or use of diving equipment of any kind or in any manner connected with diving activities. For the purposes of this clause diving or divers means the action of or persons involved in SCUBA diving, skin diving, SNUBA diving or other similar activities upon or in the water. This exclusion shall apply even if such diving, divers or activities associated therewith are covered by underlying, primary or other policies of insurance which are followed or for which this policy is excess.

D. CONDITIONS

1. GEOGRAPHICAL LIMITS

This Policy covers the operations of the Assured anywhere in the World.

2. CROSS LIABILITY

In the event of one of the Assureds incurring liability to any other of the Assureds, this Policy shall cover the Assured against whom claim is or may be made in the same manner as if separate Policies had been issued to each Assured. Nothing contained herein shall operate to increase Underwriters' limit of liability as set forth in A. Insuring Agreement 2. Limit of Liability – Underlying Limits.

3. 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 Underwriters as soon as practicable, provided, however, that failure to notify Underwriters 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.

In the event of an occurrence with respect to which insurances are afforded under this Policy, written notice containing particulars sufficient to identify the Assured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of available witnesses, shall be given by or for the Assured to Underwriters as soon as practicable.

4. ASSISTANCE AND CO-OPERATION

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 Underwriters shall have the right and shall be given the opportunity to associate with the Assured or the Assured's Underlying Insurers, or both, in

the defense and control of any claim, suit or proceeding relative to an occurrence where the claim or suit involves or appears reasonably likely to involve Underwriters, in which event the Assured, the Underlying Insurers and Underwriters shall cooperate in all things in the defense of such claim, suit or proceeding.

5. APPEALS

In the event the Assured or the Assured's Underlying Insurers elect not to appeal a judgment in excess of the Underlying Limit, Underwriters may elect to make such appeal at their 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 Underwriters for Ultimate Net Loss exceed the amount set forth in A. Insuring Agreement, 2. Limit of Liability for any one occurrence and in addition the cost and expense of such appeal plus the taxable costs and disbursements and interest incidental thereto.

6. BANKRUPTCY OR INSOLVENCY

In the event of the bankruptcy or insolvency of the Assured or any entity comprising the Assured, the Underwriters shall not be relieved thereby of the payment of any claim hereunder because of such bankruptcy or insolvency.

7. 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 in 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, conditions and limitations of other insurance.

8. SUBROGATION

In as much as this Policy is "Excess Coverage", the Assured's right of recovery against any person or other entity cannot be exclusively subrogated to the Underwriters. It is, therefore, understood and agreed that in case of any payment hereunder, the Underwriters will act in concert with all other interests (including the Assured) concerned, in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the Assured) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; the Underwriters are then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests (including the Assured) of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the interests (including the Assured) concerned, in the ratio of their respective recoveries as finally settled.

9. ASSIGNMENT

Assignment of interest under this Policy shall not bind Underwriters until their consent is endorsed hereon.

10. CURRENCY

The premiums and losses under this Policy are payable in United States currency.

11. CONFLICTING STATUTES

In the event that any provision of this Policy is unenforceable by the Assured under the laws of any State or other jurisdiction wherein it is claimed that the Assured is liable for any injury covered hereby, because of non-compliance with any statute thereof, then this Policy shall be enforceable by the Assured with the same effect as if it complied with such statute.

12. MAINTENANCE OF UNDERLYING INSURANCE

(a) It is a condition of this Policy that the Policy or Policies referred to in the attached "Schedule of Underlying Insurances" shall be maintained in full effect during the currency of this Policy except for

any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of accidents and/or occurrences, occurring during the period of this Policy.

- (b) Inadvertent failure of the Assured to comply with (a) above or inadvertent failure to notify Underwriters of any changes in the Underlying Insurances shall not prejudice the Assured's rights of recovery under this Policy but in the event of such failure, Underwriters to be liable only to the same extent as they would have been had the Assured complied with the said condition.
- (c) In the event of an underlying War Risks Insurance being cancelled by the Underwriters thereon under the terms of the cancellation clause therein, such cancellation shall not constitute a breach of (a) above, but Underwriters to be liable hereunder only to the same extent as they would have been had that underlying War Risks Insurance not been cancelled. Nothing in the foregoing sentence shall be deemed to affect the application of C. Exclusions, section 1.(h) herein.
- (d) The insolvency, bankruptcy, receivership or refusal or inability to pay of the Assured and/or any insurer shall not operate to reduce or deplete any underlying limit nor shall it increase any Underwriter's share of the Limit of Liability set forth in A. Insuring Agreement, 2. Limit of Liability.

13. EXCLUSION UNDER UNDERLYING INSURANCE

Notwithstanding anything contained herein to the contrary, in the event that coverage is excluded in a Policy of underlying insurance listed on the Declarations, it is understood and agreed that said coverage is also excluded under this Policy unless said coverage is provided elsewhere in a Policy listed on the Declarations.

14. CHANGES

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

15. DECLARATIONS

By acceptance of this policy, the Named Assured agrees that the statements in the Declarations are its 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 the Named Assured and the Company or any of its agents relating to this insurance.

16. SUIT AGAINST COMPANY

No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless the Assured shall have fully complied with all the requirements of this policy, nor unless commenced within twelve (12) months after the calendar date of the happening or the physical loss or damage out of which the said claim arose, provided that where such limitation of time is prohibited by the laws of the state wherein this policy is issued, then, and in that event, no suit or action under this policy shall be sustainable unless commenced within the shortest limitation permitted under the laws of such state. In the event the coverage afforded by this policy is against third party interest and/or legal liability the following suit or action clause applies:

No suit or action on this policy for the recovery of any claim shall be sustainable in any court of law or equity unless the Assured shall have fully complied with all the terms and conditions of this policy, nor unless commenced within twelve (12) months after the amount of such claim shall have been fixed or rendered certain by final judgment against the Assured after trial of the issues. In the event such limitation is prohibited by the established law of the state in which this policy is issued, then the shortest minimum limitation permitted by such established law shall govern.

17. ADDITIONAL ASSUREDS

In the event of Additional Assureds being added to any policy in the Schedule of Underlying Insurances

during the currency hereof, prompt notice shall be given to Underwriters hereon who shall be entitled to charge an appropriate additional premium, if any, to be agreed. Whenever additional assureds are added to this Policy it is specifically agreed:

- (a) the inclusion of an additional assured shall in no way increase the limit of liability hereunder.
- (b) In the event of a cancellation or change in Policy coverage, unless specifically endorsed in writing to the contrary hereon, no obligation is imposed on Underwriters to send notice of cancellation or change of coverage to an additional assured or any loss payee. Notice to the original Named Assured, either directly or in the care of the Named Assured's broker, shall discharge all obligations of the Underwriters hereunder. Underwriters shall not be required to notify any additional assured or any loss payee of any cancellation received from the original Named Assured hereon or its broker.

18. ADDITIONAL ASSURED BY CONTRACT

The unqualified word "Assured", wherever used in this Policy, is also extended to include any principal (and their parent companies, subsidiaries and co-owners) for whom the Named Assured is performing operations, but only with respect to liability arising out of operations performed during the currency of this Policy by the Named Assured for such principal. Such coverage as is afforded by this clause shall apply only when contract conditions between the Named Assured and its principal so require, and only insofar as is necessary to meet the requirements of such contract conditions, and only in excess of similar coverage provided for in a policy listed in the Schedule of Underlying Insurances. In the absence of valid and collectible underlying insurance listed in the Schedule of Underlying Insurances, coverage hereunder shall not apply.

19. INCLUSION OF ADDITIONAL INSURED AND LOSS PAYEES

Whenever additional assureds or loss payees are added to this policy, it is expressly 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 Underwriters to send notice of cancellation or change of coverage to an additional assured or loss payee and notice to the Named Assured shown on the Declarations shall discharge all obligations of Underwriters hereunder. Underwriters shall not be required to notify additional assureds or loss payees of any cancellation received from the Named Insured hereon.

20. PRIOR INSURANCE AND NON-CUMULATION OF LIABILITY

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Assured prior to the inception date hereof, the limit of liability hereon as stated in A. Insuring Agreement, 2. Limit of Liability shall be reduced by any amounts due to the Assured on account of such loss under such prior insurance.

21. SPECIAL CONDITIONS APPLICABLE TO OCCUPATIONAL DISEASE

As regards personal injury (fatal or non-fatal) by occupational disease sustained by any employee of the Assured, this Policy is subject to the same warranties, terms and conditions (except as regards the premium, the amounts and limits of liability and the renewal agreement, if any) as are contained in or as may be added to the underlying insurance prior to the happening of an occurrence for which claim is made hereunder.

22. CANCELLATION

Either the Company or the Assured may cancel this insurance by giving the other thirty (30) days written

notice, except in the event of non-payment of premium ten (10) days' notice in writing to the Assured shall apply, after which this Policy shall be of no force or effect. If cancellation is at Assured's option, the Company will retain earned premium hereunder as per customary short rate table; if cancellation is at the Company's option, pro-rata unearned premium will be returned as soon as practicable, in either case, subject to minimum premiums agreed upon, if any.

23. WAR RISK CANCELLATION

In the event of any underlying War Risks Insurance being cancelled such cancellation shall simultaneously cancel any applicable excess coverage insured herein.

24. SCHEDULE OF VESSEL CHANGES

If this Policy includes a Schedule of Vessels, then only those vessels listed thereunder are covered under this Policy. Additional vessels added to any policy in the Schedule of Underlying Insurances by means of an automatic attachment clause shall be deemed to be similarly added to the Schedule of Vessels hereunder provided that written notice is given to the Underwriters within 30 days of attachment. Vessels deleted from any policy in the Schedule of Underlying Insurances are simultaneously deleted from this Policy.

In the event of a change of ownership or management of a vessel insured hereunder to a party not already included as an additional assured, coverage upon that vessel shall cease unless the change is noted and agreed to by the Underlying Insurers, in which case notice of such change shall be communicated to Underwriters hereunder promptly.

Additions to the Schedule of Vessels hereunder may be subject to an additional premium to be agreed.

25. SUBROGATION

In the event of any payment under this policy, the Underwriters shall participate with the Assured and any underlying insurer in the exercise of all the Assured's rights of recovery therefor against any person or organization. All recoveries shall be applied as if recovered prior to any payment under this policy and to that end all necessary adjustments shall be made as soon as practicable thereafter. The expense of any subrogation proceeding brought to enforce such rights shall be apportioned among the Underwriters, the underlying insurers and the Assured in accordance with their respective interests in the matter giving rise to such rights.

E. ADDITIONAL CLAUSES

1. EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE WITH U.S.A. ENDORSEMENT (March 1, 2003) 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 radiation 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 of war 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 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.

2. **CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, ELECTROMAGNETIC EXCLUSION CLAUSE U.S.A.) (March 1, 2003) THIS CLAUSE SHALL BE PARAMOUNT AND SHALL OVERRIDE ANYTHING CONTAINED IN THIS INSURANCE INCONSISTENT HEREWITH.**

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.

3. **NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)**

This exclusion modifies the provisions of this policy relating to all General Liability and Medical Payments insurance other than Comprehensive Personal and Farmer's Comprehensive Personal Insurance.

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 on 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 Nuclear Energy Liability 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 at 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.

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.

4. POLLUTION LIMITATION (BUMBERSHOOT)

Notwithstanding any other provision of this policy or of any underlying insurance, this policy of insurance is not evidence of financial responsibility under the Oil Pollution Act of 1990 or any similar Federal or State Laws. Any showing or offering of this policy by the Assured as evidence of insurance shall not be taken as any indication that the Underwriters consent to act as guarantor or to be sued directly in any jurisdiction whatsoever. The Underwriters DO NOT CONSENT TO BE GUARANTORS OR SUED DIRECTLY.

It is hereby understood and agreed C. EXCLUSIONS, 3. ABSOLUTE EXCLUSIONS (e) is deleted and the following shall apply:

Notwithstanding anything to the contrary, this policy shall not apply to any claim arising directly or indirectly in consequence 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.

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

- (1) the discharge, dispersal, release or escape was accidental and was neither expected nor intended by the assured. A discharge, dispersal, release or escape shall not be considered unintended or unexpected unless caused by some intervening event neither foreseeable nor intended by the assured.
- (2) the discharge, dispersal, release or escape can be identified as commencing at a specific time and date during the term of the policy.
- (3) the discharge, dispersal, release or escape became known to the assured within 72 hours after its commencement.
- (4) the discharge, dispersal, release or escape was reported in writing to these underwriters within 30 days after having become known to the assured.
- (5) the discharge, dispersal, release or escape did not result from the assured's intentional and willful violation of any government statute, rule or regulation.
- (6) the discharge, dispersal, release or escape is covered by the underlying insurance as listed in the Schedule of Underlying Insurance, for the full limits shown therein, and then only for such hazards for which coverage is afforded under said Underlying Insurance.

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

- (1) loss of, damage to or loss of use of property directly or indirectly resulting from subsidence caused by subsurface operations of the assured;
- (2) removal of, loss of or damage to subsurface oil, gas or any other substance;
- (3) fines, penalties, punitive damages, exemplary damages, treble damages or any other damages resulting from the multiplication of compensatory damages;
- (4) any site or location used in whole or in part for the handling, processing, treatment, storage, disposal or dumping of any waste materials or substances or the transportation of any waste materials or substances.

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

5. 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.

SCHEDULE OF FORMS AND ENDORSEMENTS

MH-51708a (03/21)	Bumbershoot Policy Declarations
MH-0350a (01/19)	Standard Bumbershoot Liability Coverage Form
MH-292	Absolute Pollution Exclusion
MH-53315 (03/20)	American Institute Cyber Exclusion Clause
MH-53504a (03/21)	Exclusion Of Loss Due To Virus, Bacteria Or Microorganism That Induce Physical Distress, Illness Or Disease
MH-1180a (07/17)	Hostile Acts Exclusions Endorsement
MH-1030	Signature Endorsement
MH-1350	Chubb Producer Compensation Practices & Policies
MA-48310 (10/16)	Claims Directory Property And Marine

ABSOLUTE POLLUTION EXCLUSION

Named Insured Fidalgo Marina Owners Association			Endorsement Number 1
Policy Symbol XPI	Policy Number N10758762	Policy Period 01/01/2022 to 01/01/2023	Effective Date of Endorsement 01/01/2022
Issued By (Name of Insurance Company) Indemnity Insurance Co of North America			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A. In consideration of the premium charged, it is hereby agreed that this policy shall not apply to any liability for “bodily injury”, “property damage” or “personal injury” arising out of the actual, alleged or threatened “release” of “pollutants” into or upon land, the atmosphere or any watercourse, water supply, reservoir or body of water.

It is further agreed that the intent and effect of this exclusion is to delete from any and all coverages afforded by this policy any “occurrence”, claim, suit, cause of action, liability, settlement, judgment, defense costs or expenses in any way arising out of such “release” whether or not such “release” arises out of the activities of the insured or the activities of others and whether or not such “release” is sudden or gradual and whether or not such “release” is expected, intended, foreseeable, fortuitous, accidental or inevitable, and wherever such “release” occurs.

B. Definitions:

- (1) “Pollutants” means any solid, liquid, gaseous or thermal irritant or contaminant , including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- (2) “Release” means discharge, dispersal, seepage, release or escape of “pollutants”.

- C. Without intent to limit the scope of the above Absolute Pollution Exclusion, but rather for the purpose of illustration, it is hereby agreed that this policy shall not apply to:

- (1) “Bodily injury”, “property damage” or “personal injury” arising out of the actual, alleged or threatened discharge, dispersal, release or escape of “pollutants”:
 - (a) At or from premises you own, rent or occupy;
 - (b) At or from any site or location used by or for you or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are at any time transported, handled, stored, treated, disposed of, or processed as waste by or for you or any person or organization for whom you may be legally responsible; or

- (d) At or from any site or location on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations:
 - (i) If the “pollutants” are brought on or to the site or location in connection with such operations; or
 - (ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the “pollutants”.
 - (e) Arising from products manufactured, sold, handled or distributed by or on behalf of the named insured.
 - (f) Arising from operations completed by or on behalf of the named insured.
- (2) Any loss, cost or expense incurred to monitor, clean-up, remove, contain, treat, detoxify or neutralize “pollutants” for the purpose of preventing, abating or mitigating any actual or threatened “bodily injury”, “property damage” or “personal injury”.
- (3) Any loss, cost, or expense arising out of any governmental direction or request that the named insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize “pollutants”.

ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS REMAIN UNCHANGED

AMERICAN INSTITUTE CYBER EXCLUSION CLAUSE

Named Insured Fidalgo Marina Owners Association			Endorsement Number 2
Policy Symbol XPI	Policy Number N10758762	Policy Period 01/01/2022 to 01/01/2023	Effective Date of Endorsement 01/01/2022
Issued By (Name of Insurance Company) Indemnity Insurance Co of North America			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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:

1. 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
2. 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
3. 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.

All Other Terms And Conditions Remain Unchanged.



EXCLUSION OF LOSS DUE TO VIRUS, BACTERIA OR MICROORGANISM THAT INDUCE PHYSICAL DISTRESS, ILLNESS OR DISEASE

Named Insured Fidalgo Marina Owners Association			Endorsement Number 3
Policy Symbol XPI	Policy Number N10758762	Policy Period 01/01/2022 to 01/01/2023	Effective Date of Endorsement 01/01/2022
Issued By (Name of Insurance Company) Indemnity Insurance Co of North America			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**This endorsement modifies insurance provided under the following:
STANDARD BUMBERSHOOT LIABILITY COVERAGE FORM**

The following exclusion is added to subsection 1. of Section **C. EXCLUSIONS**; supersedes any term, provision or endorsement to the contrary in this policy; and applies notwithstanding such term, provision or endorsement:

THIS POLICY SHALL NOT APPLY:

- To any and all liability, loss, damage, cost, or expense of any nature whatsoever directly or indirectly caused by or resulting from the following, regardless of any other cause or event, whether or not insured under this Policy, contributing concurrently or in any other sequence thereto:

Any virus, bacteria or other microorganism that induces or is capable of inducing physical distress, illness or disease, or the fear or threat (whether actual or perceived) of any such virus, bacteria or microorganism, including any and all liability or loss directly or indirectly caused by any action or inaction of the insured or any action or order of a government undertaken in response to, or intended to detect, control, prevent, suppress, mitigate or remediate, the actual, suspected, or anticipated presence of any virus, bacteria or other microorganism that induces or is capable of inducing physical distress, illness or disease.

This exclusion does not apply to liability, loss or damage caused by or resulting from moss or fungus (including mold and mildew), or any mycotoxins, spores, scents, or other by-products of fungi, if such liability, loss or damage, including any exclusion thereof, is addressed in a separate provision elsewhere in this Policy.

Other policy provisions excluding coverage of loss due to virus, bacteria, or microorganism of a type other than that which induce or are capable of inducing physical distress, illness or disease remain in full force and effect.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

HOSTILE ACTS EXCLUSIONS ENDORSEMENT

Named Insured Fidalgo Marina Owners Association			Endorsement Number 4
Policy Symbol XPI	Policy Number N10758762	Policy Period 01/01/2022 to 01/01/2023	Effective Date of Endorsement 01/01/2022
Issued By (Name of Insurance Company) Indemnity Insurance Co of North America			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This clause shall be paramount and shall override anything contained in this policy or any of its endorsements inconsistent therewith:

It is understood and agreed that this insurance does not apply to any liability for, or any loss, damage, injury or expense caused by, resulting from or incurred by reason of any one or more of the following:

- a. capture, seizure, arrest, taking, restraint, detainment, confiscation, preemption, requisition or naturalization, or the consequences thereof or any attempt thereat, whether in time of peace or war and whether lawful or otherwise;
- b. hostilities or warlike operations (whether there be a declaration of war or not), but the phrase “hostilities or warlike operation (whether there be a declaration of war or not)” shall not exclude collision or contact with aircraft, rockets or similar missiles or with any fixed or floating object, stranding, heavy weather, fire or explosion unless caused directly (independently or the nature of the voyage or service which the watercraft concerned or in the case of a collision, any other vessel involved herein, is performing) by a hostile act by or against a belligerent power; for the purpose of the foregoing, power includes any authority maintaining naval, military or air forces in association with a power. In addition to the foregoing exclusions, this insurance shall not cover any loss, damage or expense to which a warlike act or the use of military or naval weapons is a contributing cause, whether or not the Insured’s liability therefor is based on negligence or otherwise, and whether in time of peace or war. The embarkation, carriage and disembarkation of troops, combatants, or material of war, or the placement of the watercraft in jeopardy an act or measure of war taken in the actual process of a military engagement, with or without the consent of the Insured, shall be considered a warlike act for the purpose of the Policy;
- c. the consequences of civil war, revolution, rebellion, insurrection, military or usurped power, the imposition of martial law, or civil strife arising therefrom, or piracy; or from any loss, damage or expense caused by or resulting directly or indirectly from the act or acts of one or more persons, whether or not agents of a sovereign power, carried out for political or ideological purposes, and whether any loss, damage or expense resulting therefrom is accidental or intentional;
- d. malicious acts or vandalism, strikes, lockouts, political or labor disturbances, civil commotions, riots, or the acts of any person or persons taking part in such occurrence or disorder
- e. terrorism; or any costs or expenses incurred by the Insured directly or indirectly with respect to the 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 endorsement, “**terrorism**” shall mean activities against persons, organizations or property of any nature:
 - (1) That involve the following or preparation for the following:
 - a. Use or threat of force or violence;
 - b. Commission or threat of a dangerous act; or

- c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

(2) When one or both of the following applies:

- a. The effect is to intimidate or coerce a government, or to cause chaos among the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- b. It is reasonable to believe the intent is to intimidate or coerce a government, or to seek revenge or retaliate, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

SIGNATURE ENDORSEMENT

Named Insured Fidalgo Marina Owners Association			Endorsement Number 5
Policy Symbol XPI	Policy Number N10758762	Policy Period 01/01/2022 to 01/01/2023	Effective Date of Endorsement 01/01/2022
Issued By (Name of Insurance Company) Indemnity Insurance Co of North America			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (A stock company)
WESTCHESTER FIRE INSURANCE COMPANY (A stock company)
ACE AMERICAN INSURANCE COMPANY (A stock company)
ACE PROPERTY AND CASUALTY INSURANCE COMPANY (A stock company)
INSURANCE COMPANY OF NORTH AMERICA (A stock company)
PACIFIC EMPLOYERS INSURANCE COMPANY (A stock company)


436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

ATLANTIC EMPLOYERS INSURANCE COMPANY (A stock company)
 55 Haddonfield Road, Suite 210, Cherry Hill, New Jersey 08002

ACE INSURANCE COMPANY OF THE MIDWEST (A stock company)
 120 N, 9th Street, Richmond, Indiana 42374

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.


 REBECCA L. COLLINS, Secretary


 JOHN J. LUPICA, President



CHUBB PRODUCER COMPENSATION PRACTICES & POLICIES

Chubb believes that policyholders should have access to information about Chubb's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.chubbproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862.

POLICY NUMBER: N10758762

CHUBB®

Claims Directory Property and Marine

Claims or Loss Notices related to this policy should be reported to the following:

Claim Office	Email, Fax and Phone	Location
Chubb North American Claims	First Notices Email: CommercialMarineFirstNotice@chubb.com First Notices Fax: (877)-395-0131 (Toll Free) (302)-476-7254 (Local) Phone: (800)-433-0385 - Business Hours (800)-523-9254 - After Hours	P.O. Box 5122 Scranton, PA 18505-0554