

**RECREATIONAL SWIM AND DIVE
INSTRUCTION AND SUPERVISION**

PROFESSIONAL LIABILITY INSURANCE POLICY

Issued by:

DAN Risk Retention Group, Inc.



**RECREATIONAL SWIM AND DIVE INSTRUCTION AND SUPERVISION
PROFESSIONAL LIABILITY INSURANCE POLICY**

MANDATORY FORMS AND ENDORSEMENTS SCHEDULE

*The following forms and endorsements apply to all
policies of insurance.*

EXCLUSION - ASBESTOS, LEAD AND SILICA.....	24
EXCLUSION - BIOLOGICAL OR CHEMICAL MATERIALS.....	14
EXCLUSION - EXPOSURE TO SANCTIONS	15
EXCLUSION - FIREARMS, FIREWORKS AND OTHER PYROTECHNIC DEVICES AND EXPLOSIVES	16
EXCLUSION - NUCLEAR INCIDENT LIABILITY	17
EXCLUSION - ADDITIONAL EXCLUSIONS.....	25
EXCLUSION - RADIOACTIVE CONTAMINATION	19
EXCLUSION - RADIOACTIVE CONTAMINATION AND EXPLOSIVE NUCLEAR ASSEMBLIES	20
EXCLUSION - SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION	21
EXCLUSION - TERRORISM.....	22
EXCLUSION - WAR AND CIVIL WAR.....	23
INCIDENT REPORT FORM.....	13

**RECREATIONAL SWIM AND DIVE INSTRUCTION AND SUPERVISION
PROFESSIONAL LIABILITY INSURANCE POLICY**

OPTIONAL FORMS AND ENDORSEMENTS SCHEDULE

The following forms and endorsements will only apply if an additional premium has been paid and the form or endorsement has been attached to this policy.

ADDITIONAL NAMED INSURED – DESIGNATED PERSON OR ORGANIZATION..... 26

DESIGNATED REBREATHING MANUFACTURER LIMITED INSURED STATUS..... 27

DEFENSE EXPENSE SUBJECT TO SEPARATE LIMIT 28

EQUIPMENT LIABILITY ENDORSEMENT..... 29

TECHNICAL COVERAGE ENDORSEMENT..... 30

ABUSE OR MOLESTATION COVERAGE ENDORSEMENT..... 31

RECREATIONAL SWIM AND DIVE INSTRUCTION AND SUPERVISION PROFESSIONAL LIABILITY INSURANCE POLICY

This policy is issued by your Risk Retention Group. Your Risk Retention Group may not be subject to all of the insurance laws and regulations of your state. State insurance insolvency guaranty funds are not available for your Risk Retention Group.

NOTICE: THIS IS A CLAIMS MADE AND REPORTED INSURANCE POLICY. AS SET FORTH BELOW, COVERAGE UNDER THIS POLICY APPLIES ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE UNDERWRITERS DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD PROVIDED UNDER THE POLICY. PLEASE REVIEW THE WORDING OF THIS POLICY CAREFULLY.

In consideration of the payment of the premium and in reliance upon the statements in the **INSURED's** application, which is made part of this policy and subject to the insuring agreements, Declarations Page, coverages, definitions, conditions, limitations, warranties, exclusions, and authorized endorsements to this policy, the **INSURED** and the Underwriters agree as follows:

INSURING AGREEMENTS

1. COVERAGE- CLAIMS MADE AND REPORTED

- a. Subject to the applicable Limit of Liability, the Underwriters agree to pay on behalf of the **INSURED** all sums which the **INSURED** shall become legally obligated to pay as **DAMAGES** for **BODILY INJURY** and/or **PROPERTY DAMAGE** for **CLAIMS** arising from any negligent act, error or omission in the rendering of or failure to render **PROFESSIONAL SERVICES** by the **INSURED**.
- b. This insurance only applies to **CLAIMS** that:
 - i. are first made against the **INSURED** during the **POLICY PERIOD**;
 - ii. are reported to the Underwriters in accordance with Section 1 of the Conditions during the **POLICY PERIOD** or any Extended Reporting Period provided under Section 1.e of the Insuring Agreements and
 - iii. arise from **EVENTS** commencing subsequent to the retroactive date as shown on the Declarations; Page and before the end of the **POLICY PERIOD**.
- c. A **CLAIM** will be considered to be first made at the earliest of the following times: (i) when notice of the **CLAIM** is received by the **INSURED** or (ii) when a **CLAIM** is made directly to the Underwriters in writing.
- d. **CLAIMS** arising from the same **EVENT** made against the **INSURED** over more than one **POLICY PERIOD** shall be deemed to have been made against the **INSURED** during the **POLICY PERIOD** in which the first **CLAIM** is made. If, during the **POLICY PERIOD** the **INSURED** first becomes aware of and gives written notice to the Underwriters of an **EVENT** commencing subsequent to the retroactive date which is likely to give rise to a **CLAIM**, then any subsequent **CLAIM** made against the **INSURED** arising from such **EVENT** shall be deemed to have been first made during the **POLICY PERIOD** in which the **EVENT** was first reported.
- e. If this insurance is not renewed or is canceled, coverage will be provided for **CLAIMS** made during the **POLICY PERIOD** and reported to the Underwriters in accordance with Section 1 of the Conditions no more than ninety (90) days following the date of nonrenewal or cancellation, provided that the **EVENT** giving rise to the **CLAIM** commenced subsequent to the retroactive date and prior to the end of the **POLICY PERIOD**. After this ninety (90) day Extended Reporting Period, all coverage shall cease for any **CLAIM** which has not been previously reported as specified in this insurance. The Extended Reporting Period shall not apply if this insurance is canceled due to non-payment of premium. The Extended Reporting Period does not extend the **POLICY PERIOD** or reinstate the Limits of Liability for this insurance.

2. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

- a. In addition to the Per Event Limit of Liability for **DAMAGES**, but subject to the Aggregate Limit of Liability for the sum of **DAMAGES** and **DEFENSE EXPENSES** stated on the Declarations Page, the Underwriters

further agree to defend any **CLAIM** against the **INSURED** alleging **DAMAGES** for **BODILY INJURY** and/or **PROPERTY DAMAGE** which are covered and payable under the terms of this insurance, even if any of the allegations of the **CLAIM** are groundless, false or fraudulent. The Underwriters shall have the right to make such investigation and settlement of a **CLAIM** as deemed expedient and in their sole discretion.

The Underwriters shall not be obligated to pay or defend any **CLAIM** after the Per Event Limit of Liability for **DAMAGES** has been exhausted by payment of judgments, awards or settlements, or any combination thereof hereunder.

In addition, the Underwriters shall not be obligated to pay or defend any **CLAIM** after the Aggregate Limit of Liability for the sum of **DAMAGES** and **DEFENSE EXPENSES** has been exhausted by the payment of judgments, awards or settlements, or any combination thereof, and **DEFENSE EXPENSES** hereunder.

b. **DEFENSE EXPENSES** means:

- i. All expenses incurred by the Underwriters in defending a **CLAIM**, all costs taxed against the **INSURED** in any suit arising from a **CLAIM** and all interest on the entire amount of the judgment therein which accrues after the entry of the judgment (post-judgment interest) and before the Underwriters have paid, tendered or deposited to court that part of the judgment which does not exceed the applicable Limit of Liability.
- ii. Premiums on appeal bonds required in any defended suit, provided the counsel retained by the Underwriters has a reasonable belief in the success of an appeal and the **INSURED** can qualify for an appeal. The Underwriters shall have no obligation to apply for or furnish an appeal bond.
- iii. All reasonable expenses, other than loss of earnings, incurred by the **INSURED** at the Underwriters' request, and/or reasonable investigative fees and/or expenses directly incurred by the **INSURED** with the Underwriters' prior agreement.

3. LIMITS OF LIABILITY

- a. The Per Event Limit of Liability for **DAMAGES** specified on the Declarations Page is the most the Underwriters will pay for **DAMAGES** for any one **EVENT** regardless of the number of **CLAIMS** made or persons or organizations making **CLAIMS** as a result of the **EVENT** or the number of **INSUREDS** against whom **CLAIMS** have been made.
- b. The Aggregate Limit of Liability specified on the Declarations Page is the most the Underwriters will pay for the sum of **DAMAGES** and **DEFENSE EXPENSES** under this insurance regardless of the number of **EVENTS** resulting in **CLAIMS** made during the **POLICY PERIOD**, number of **CLAIMS** made or persons or organizations making **CLAIMS**, or the number of **INSUREDS** against whom **CLAIMS** have been made.

TERRITORY

This policy applies to **BODILY INJURY** and **PROPERTY DAMAGE** arising from any negligent act, error or omission in the rendering or failure to render **PROFESSIONAL SERVICES** by the **INSURED** anywhere in the world, but only if the **CLAIM** arising from such negligent act, error or omission is made and any suit relating to the **CLAIM** is brought in any of the 50 United States, the District of Columbia, Puerto Rico, or any of the possessions or territories of the United States.

DEFINITIONS

1. **ADDITIONAL NAMED INSURED** means, any individual or entity identified as an **ADDITIONAL NAMED INSURED** in an endorsement attached to this policy, but an **ADDITIONAL NAMED INSURED** shall be covered solely for liability arising out of the alleged negligent acts, errors or omissions in the rendering of or failure to render **PROFESSIONAL SERVICES** by an **INSURED** (other than an **ADDITIONAL NAMED INSURED**). No **ADDITIONAL NAMED INSURED** coverage is conferred with respect to the independent negligent acts, errors or omissions of any **ADDITIONAL NAMED INSURED**. In no event shall the coverage afforded to any **ADDITIONAL NAMED INSURED** be broader than the coverage afforded to the **INSURED**.
2. **BODILY INJURY** means physical injury, mental anguish, sickness, disease, shock or disability sustained by a person, including death resulting from any of these at any time.
3. **CLAIM(S)** means a demand for **DAMAGES** received by an **INSURED** or the Underwriters.

4. **DAMAGES** means a compensatory monetary judgment or award (including pre-judgment interest) or a settlement entered into with the Underwriters' prior written consent, but does not include:
 - a. **DEFENSE EXPENSES**;
 - b. Punitive or exemplary damages, criminal or civil fines, judicial sanctions or penalties, damages specified by statute, or any damages which are a multiple of compensatory damages, whether at common law and/or by statute;
 - c. The return or restitution of fees, compensation, profits, charges, and/or expenses paid to an **INSURED** for services rendered;
 - d. Judgments or awards deemed uninsurable by law.
5. **DEFENSE EXPENSES** has the meaning stated in Section 3 of the Insuring Agreements.
6. **EVENT** means an accident, disaster, casualty or occurrence, or series of accidents, disasters, casualties or occurrences arising directly or indirectly from the same cause, whether involving one or more **INSURED**s or **PARTICIPANTS**, that occurs while one or more **PARTICIPANTS** are in the water, entering the water or preparing to enter the water, or exiting the water, or are in a classroom or other instructional setting while receiving **PROFESSIONAL SERVICES**. An **EVENT** that is ongoing or involves a series of accidents, disasters, casualties or occurrences arising directly or indirectly from the same cause shall be considered to be a single **EVENT** and shall be considered to occur on the first date on which the **EVENT** commences.
7. **INSURED** means:
 - a. The **NAMED INSURED**;
 - b. If the **NAMED INSURED** is an entity, each member of the **NAMED INSURED**'s teaching staff scheduled with the Underwriters. If a person joins the **NAMED INSURED**'s teaching staff after the first day of the **POLICY PERIOD**, that person will be an **INSURED** so long as the **NAMED INSURED** reports to the Underwriters in writing the name and date of hire of the person and any other information the Underwriters may reasonably require within thirty (30) days of the day the person joins the **NAMED INSURED**'s teaching staff;
 - c. Any **ADDITIONAL NAMED INSURED**.
8. **NAMED INSURED** means the person or entity identified as the **NAMED INSURED** on the Declarations Page.
9. **PARTICIPANT** means any person being instructed or supervised by an **INSURED** while providing **PROFESSIONAL SERVICES** and who (or a parent or legal guardian in the case of a minor on their behalf) has signed the requisite written release of liability/assumption of risk and medical history form prior to the initiation of such instruction or supervision.
10. **POLICY PERIOD** means the period from the Effective Date of this policy stated on the Declarations Page to Anniversary Date stated on the Declarations Page or the date this policy is canceled or otherwise terminated if the policy is canceled or otherwise terminated prior to the Anniversary Date.
11. **PROFESSIONAL SERVICES** means:
 - a. the instruction or supervision of a **PARTICIPANT** engaged in sanctioned recreational swimming, snorkeling, skin diving, free diving, RSSA (Recreational Surface Supplied Air) diving, or SCUBA (Self-Contained Underwater Breathing Apparatus) diving where such instruction or supervision is provided by a properly qualified and trained **INSURED** in his/her capacity as a certified swim or dive professional; and
 - b. the training and supervision of a **PARTICIPANT** during the instruction of standard first aid.
12. **PROPERTY DAMAGE** means 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. 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.

EXCLUSIONS

Coverage is NOT afforded:

1. for any **CLAIM** by an **INSURED** against another **INSURED**. However, this exclusion does not apply to any **CLAIM** brought by an **INSURED** who was a **PARTICIPANT** during the **EVENT** that gave rise to the **CLAIM**.
2. for any **CLAIM** made by an employer against any **INSURED** who is employed by or representing such employer.
3. for any obligation for which the **INSURED** or any carrier as his/her insurer may be held liable under any worker's compensation law, unemployment compensation or disability benefits law, or under any similar or related law (including occupational disease and cumulative trauma) including but not limited to the Jones Act, the Longshoremen and Harbor Workers Act, the Americans with Disabilities Act, and any civil rights laws or legislation.
4. for **BODILY INJURY** to any employee of any **INSURED** arising out of and in the course of his/her employment by the **INSURED**, including any obligation to indemnify another in whole or in part, for such **BODILY INJURY**. This exclusion does not apply to any **CLAIM** brought by an employee who was a **PARTICIPANT** during the **EVENT** that gave rise to the **CLAIM**.
5. for liability assumed by an **INSURED** under any contract or agreement.
6. for **BODILY INJURY** or **PROPERTY DAMAGE** arising out of the ownership, maintenance, operation, use, loading or unloading or entrustment to others of any automobile, aircraft or watercraft. This exclusion applies even if the **CLAIM** against any **INSURED** alleges negligence or other wrongdoing in the supervision, employment, training or monitoring of others by the **INSURED**. This exclusion does not apply to the ingress and/or egress from any watercraft while any **PARTICIPANT** is under the **INSURED**'s supervision or instruction, or involving the operation of a kayak or paddleboard.
7. for **PROPERTY DAMAGE** to:
 - a. property owned or occupied by or rented to the **INSURED**;
 - b. Property used by the **INSURED**; or
 - c. Property in the care, custody or control of the **INSURED** or property over which the **INSURED** is for any purpose exercising physical control. (This exclusion does not apply to swimming pools rented by, used by, or occupied by the **INSURED**.)
8. for any obligation to pay fines, judicial sanctions, penalties, punitive and/or exemplary damages, or multiples of compensatory damages, whether at common law or by statute.
9. for any **CLAIM** for which notice was provided to another insurer prior to the **POLICY PERIOD**.
10. for any **CLAIM** arising out of an **EVENT** occurring prior to the **POLICY PERIOD**, if prior to the effective date of the policy, any **INSURED** had a reasonable basis to foresee that a **CLAIM** would be made against them.
11. for any **CLAIM** arising out of an **EVENT** commencing prior to the **POLICY PERIOD** for which coverage is available under an occurrence based liability policy issued by the Underwriters or any other insurer.
12. for any **CLAIM** arising out of **BODILY INJURY** or **PROPERTY DAMAGE** expected or intended from the standpoint of the **INSURED**. This exclusion does not apply to **BODILY INJURY** or **PROPERTY DAMAGE** resulting from the use of reasonable force to protect persons or property.
13. for any **CLAIM** arising out of invasion of privacy, libel, slander or defamation of character, false arrest, detention or imprisonment, assault or battery, or wrongful entry or eviction, including any allegation that the violation of any civil right caused or contributed to such **CLAIM**.
14. for any **CLAIM** which is directly or indirectly attributed to any failure to comply with any applicable statute, regulation, ordinance, directive or order, provided that the failure to comply is an intentional, willful or deliberate act or omission of the **INSURED**.
15. for any **CLAIM** arising out of discrimination by the **INSURED**, including but not limited to discrimination on the basis of age, color, race, sex, sexual orientation, creed, national origin, marital status or mental or physical

disability. However, this exclusion does not apply if instruction is denied for valid safety reasons. Valid safety reasons include, but are not limited to, concern over medical history of a student, disability of a student or determination that a student lacks the physical ability or mental aptitude to dive.

16. for any **CLAIM** arising out of infringement of trademark, trade dress, trade name, patent, copyright or other intellectual property rights.
17. for any **CLAIM** based on the insolvency or bankruptcy of any person, firm or organization.
18. for any **CLAIM** arising out of the performance of a criminal act or caused by an **INSURED** while under the influence of alcohol, intoxicants, narcotics or any mind-altering substance.
19. Pollutants
 - a. for any **CLAIM** relating to the actual, alleged or threatened discharge, dispersal, release or escape of Pollutants, however caused or whenever or wherever happening.
 - b. for any request, demand or liability to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize Pollutants, whether or not any of the foregoing are or should be performed by the **INSURED** or by another.

“Pollutants” means any electromagnetic transmissions or fields, or any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste, including medical waste. Waste also includes materials to be recycled, reconditioned or reclaimed.
20. for any **CLAIM** arising from acts other than those specifically approved and sanctioned by a national training agency (to the extent that such an agency exists) for aquatic, organizational instruction, orientation or supervision.
21. for any **CLAIM** arising out of the function or failure of any product, including but not limited to SCUBA and snorkeling equipment, whether owned, borrowed, or rented by an **INSURED**.
22. for any **CLAIM** arising out of any commercial or industrial diving activities, including but not limited to welding, construction, salvage, repair, maintenance, and inspection or fishing activities. This exclusion does not apply to public safety diving or scientific research activities.
23. for any **CLAIM** arising out of **ABUSE OR MOLESTATION**. For purposes of this exclusion, **ABUSE OR MOLESTATION** means:
 - a. Actual or threatened abuse or molestation or licentious, immoral or sexual behavior whether or not intended to lead to, or culminating in any sexual act, whether caused by, or at the instigation of, or at the direction of, or omission by, any **INSURED**, an **INSURED’S** employee, or any other person, or
 - b. Charges or allegations of negligent hiring, employment, investigation, supervision, reporting to the proper authorities, or failure to so report; or retention of a person for whom any **INSURED** is or ever was legally responsible and whose conduct could be described by a. above.

ABUSE OR MOLESTATION includes, but is not limited to, negligent or intentional infliction or physical, emotional or psychological injury/harm
24. abuse, molestation or harassment of any type, or lewd, immoral or sexual behavior, whether or not any such act is intended to lead to, or culminate in, any sexual act, whether caused by, at the instigation of, at the direction of, or as a result of any act or omission by the **INSURED**, his/her employees, patrons, **PARTICIPANTS**, or from any cause whatsoever.
25. for any **CLAIM** where an **INSURED** intentionally left or permitted any uncertified student to be unattended. This exclusion does not apply to a navigation exercise on the second or subsequent training dives after the **INSURED** has evaluated the student’s required skills.
26. for any **CLAIM** where a **PARTICIPANT** (or the parent(s) and/or legal guardian(s) of the **PARTICIPANT** if a minor) has not completed a medical history form prior to in-water training or supervision. Furthermore, coverage is excluded for any **CLAIM** where the medical history form of the **PARTICIPANT** indicates any condition contrary

to safe participation in any in-water activities and the **PARTICIPANT** has not obtained medical approval by a licensed physician (who is not the **PARTICIPANT** or the parent and/or legal guardian of a **PARTICIPANT**) based on a medical examination prior to any in-water training or supervision.

27. for any **CLAIM** where, prior to the initiation of any training or supervision, a **PARTICIPANT** (or the parent(s) and/or legal guardian(s) of the **PARTICIPANT** if a minor) has not completed and signed a written release of liability/assumption of risk form developed by or approved by the certification agency through which the training or supervision was offered and naming the **INSURED** as a released party.
28. for any **CLAIM** in any way involving potential or actual transmission of or exposure to Human Immunodeficiency Virus (HIV), hepatitis, or any other infectious disease or any complex or syndrome related thereto, or to any **CLAIM** in any way relating to the use or misuse or confidentiality of any information relating to HIV disease, hepatitis, or any other infectious disease, including the failure to disclose the health status of any **INSURED**.
29. for any **CLAIM** where the written release signed does not include an acknowledgement that the **PARTICIPANT** (or the parent(s) and/or legal guardian(s) of the **PARTICIPANT** if a minor) knows that the dive site is remote and that a recompression chamber may not be readily available, and they still want to continue their training and assume the risk in the absence of a recompression chamber.
30. for any **CLAIM** arising out of any diving activity that is not planned within accepted recreational diving limits. Recreational dives are defined as dives: (1) planned to 130 feet or 40 meters or shallower; (2) planned without mandatory stage decompression (safety stops are acceptable); and (3) made using compressed air or oxygen enriched air (nitrox) only.
31. for any **CLAIM** arising out of an **EVENT** involving any diving activities in which the **INSURED** was not an active member in good standing with their certification agency at the time of the **EVENT**.
32. for any **CLAIM** arising out of any **EVENT** involving any training or supervisory dive conducted by the **INSURED** that was not in compliance with the standards, procedures and policies of the certification agency that sanctioned the training or supervisory diving activity involved.
33. For any **CLAIM** arising out of any **EVENT** involving the **INSURED**'s conduct of an introductory experience program (any program designed to introduce uncertified divers to recreational SCUBA diving via a supervised, controlled open water experience) that was not in compliance with the standards, procedures and policies of the certification agency that sanctioned the training or diving activity involved.
34. for any **CLAIM** involving Technical Training and/or Technical Training Dives where the **INSURED** is not a technically certified professional or where the **INSURED** is a technically certified professional and exceeds depths for which the **INSURED** is trained and certified to teach and/or supervise.
35. for any **CLAIM** involving SCUBA certification provided to anyone under the age of 10, except those courses that are taught in confined water only (e.g. swimming pools) and such may be offered to anyone age 7 and older.
36. for any **CLAIM** involving the failure of an instructor and/or dive store to retain all records relating to individual **PARTICIPANTS** for a minimum of five (5) years. Records means records used for the purpose of recording the **PARTICIPANT**'s progress and records of knowledge tests for the purpose of evaluating the **PARTICIPANT**'s understanding of the instructional material.
37. for any **CLAIM** involving an **INSURED** who does not have appropriate training and have all appropriate certifications to teach a course, including a course in First Aid.
38. for any **CLAIM** in any way caused or contributed to by nuclear reaction, nuclear radiation or radioactive contamination.
39. for any **CLAIM** involving any liability as respects access or disclosure of confidential or personal information or data-related liability, which shall mean damages, or loss, defense costs, other costs or expenses because of **BODILY INJURY** or **PROPERTY DAMAGE** arising directly or indirectly out of:
 - a. Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information,

health information or any other type of nonpublic information; or

- b. The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, costs or expenses incurred by the insured or others arising out of that which is described in paragraph a. or b. above. Further, as used in this exclusion, "electronic data" means information, facts or programs stored as or on, created or used on, 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.

40. BODILY INJURY or PROPERTY DAMAGE arising out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- c. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- c. Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

CONDITIONS

1. INSURED's Duties Arising out of a CLAIM or EVENT:

- a. As a condition precedent to the protection afforded by this insurance, the **INSURED** shall immediately give to the Underwriters through the designated persons or entity shown below written notice of any **CLAIM** first made against the **INSURED** during the **POLICY PERIOD**, including, but not limited to, any verbal demand or written demand, notice, summons or other process received by the **INSURED** or his/her representative.
- b. The **INSURED** must also notify Underwriters through the designated person or entity shown below as soon as practicable of an **EVENT** likely to give rise to a **CLAIM** hereunder or of the receipt from any person of a verbal or written statement of an intention to hold the **INSURED** responsible for any **EVENT**.

Entity to notify for a. and b. above:

DAN Services, Inc.
Fax: (919) 490-2935
E-Mail: LiabilityClaims@DAN.org

In any such case, the **INSURED** shall, upon request, give the Underwriters such information as the Underwriters, at their sole discretion, may reasonably require.

- c. Failure to provide written notice as set forth above will be considered a failure of a condition to coverage and may at the option of the Underwriters render this policy null and void in relation to any **CLAIM** or **EVENT** not properly and promptly set forth in written notice given in accordance with this provision.

2. Assistance and Cooperation: The **INSURED**, including any **ADDITIONAL NAMED INSUREDs**, shall cooperate with the Underwriters and, upon the Underwriters' request, in any investigation process, assist in making settlements, in the conduct of suits, and in enforcing any rights of contribution indemnity against any person or organization who may be liable to the **INSURED** because of **BODILY INJURY** or **PROPERTY DAMAGE** with respect to which insurance is afforded hereunder and the **INSURED** shall attend hearing and trials and assist in securing and giving evidence, and obtaining the attendance of witnesses.

3. Voluntary Payments: Without the prior written consent of the Underwriters, the **INSURED** shall not voluntarily make any payment or settlement, make any admission of responsibility, assume any obligation, or incur any expense other than for first aid to others at the time of the **EVENT**.

4. Subrogation Clause: Upon payment under this insurance, the Underwriters shall be subrogated to all the **INSURED's** rights of recovery against any person or organization, and the **INSURED** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **INSURED** shall do nothing to prejudice such rights.
5. Other Insurance: If any other valid and collectible insurance is available to any **INSURED** covering a **CLAIM** also covered by this policy, other than insurance that is specifically stated to be in excess of this policy, the insurance afforded by this policy shall be excess of and shall not contribute with any such other insurance. In no event shall this policy be subject to the terms, conditions or limitations of any other insurance policy. If, however, it is determined that this policy simultaneously provides coverage along with one or more other policies, the policies shall apply on a pro rata basis as determined by the limits of liability of the respective policies.
6. Non Accumulation of Limits of Coverage: If this policy and any other policy issued by the Underwriters apply to the same **EVENT**, Section 5 (Other Insurance) above shall not apply and the maximum Limit of Liability shall not exceed the highest applicable limit of liability under any one policy. In no event shall the limits of liability under two or more policies issued by the Underwriters be stacked so as to obtain a limit of liability that exceeds the highest applicable limit of liability available under any one policy.
7. Legal Action Against the Underwriters: No person or organization has a right under this insurance:
 - a. to join the Underwriters as a party or otherwise bring the Underwriters into a suit for **DAMAGES** from any **INSURED**; or
 - b. to sue the Underwriters on this insurance unless they have fully complied with all of its terms.
8. Service of Suit:
 - a. It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the **INSURED**, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this Clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States. It is further agreed that service of process in such suit may be made upon DAN Risk Retention Group, Inc., c/o USA Risk Group, Inc., 1327C Ashley River Road, Suite 200, Charleston, SC 29407 U.S.A. and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.
 - b. The above named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the **INSURED** to give a written undertaking to the **INSURED** that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.
 - c. Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **INSURED** or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.
9. False or Fraudulent CLAIMS: If the **INSURED** shall give notice of any **CLAIM** or reports an **EVENT** likely to give rise to a **CLAIM** knowing the same to be false or fraudulent, this insurance shall become void and all rights hereunder shall be forfeited by the **INSURED**.
10. Inspection and Audit:
 - a. The Underwriters shall be permitted, but not obligated to, inspect the **INSURED's** property, operations or records at any time. Neither the Underwriters' right to make inspections, nor the making thereof, nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the **INSURED** or others to determine or warrant that such property or operations are safe or healthful or are in compliance with any law, rule or regulation.
 - b. The Underwriters may examine and audit the **INSURED's** books and records at any time during the **POLICY**

PERIOD and extensions thereof and within three years after the final termination of this insurance, as far as they relate to the subject matter of this insurance.

11. 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 insurance or stop the Underwriters from asserting any right under the terms of this insurance, nor shall the terms of this insurance be waived or changed, except by endorsement issued to form a part of this insurance signed by an authorized representative of the Underwriters.
12. Assignment: No assignment of interest under this insurance shall be valid unless the written consent of the Underwriters is endorsed thereon.
13. Cancellation and Nonrenewal:
 - a. It is understood and agreed that this policy may be canceled by the Underwriters by mailing to the **NAMED INSURED** at the address shown on the Declarations Page written notice stating when, not less than forty-five (45) days thereafter, such cancellation shall be effective, except in the case of cancellation for non-payment of premium, for which written notice stating when, not less than ten (10) days thereafter, such cancellation shall be effective. Proof of mailing notice of cancellation shall be sufficient proof of notice.
 - b. Notwithstanding anything contained in this insurance to the contrary this insurance may be cancelled by the **INSURED** at any time by written notice or by surrender of this policy.
 - c. If this insurance is cancelled by or on behalf of the Underwriters, the Underwriters shall retain the pro rata proportion of the premium hereon, except that (a) if this insurance is on an adjustable basis the Underwriters shall receive the earned premium hereon or the pro rata proportion of any minimum premium stipulated herein whichever is the greater and (b) if this insurance is cancelled for nonpayment of premium, the premium shall be considered fully earned on the effective date of the policy and collectible by the Underwriters in full. If this insurance is cancelled by the **NAMED INSURED**, the premium shall be considered fully earned on the effective date of the policy and will not be subject to pro rata refund.
 - d. Payment or tender of any unearned premium by the Underwriters shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable. If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - e. This insurance may be non-renewed by the Underwriters in accordance with applicable law. Proof of mailing notice of nonrenewal shall be sufficient proof of notice.

END OF POLICY FORM

FORMS AND ENDORSEMENTS WHICH ARE PART OF THIS POLICY ARE ATTACHED

INCIDENT REPORT FORM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In the event of an injury that may result in a **CLAIM**, the **INSURED** must complete the Incident Report Form provided by the Underwriters or the Underwriter's representative.

These instructions are to assist you in filling out the Incident Report Form in the event of an injury. Above all else, the form should be filled out as completely and accurately as possible. Completing this form shortly after the incident helps assure that all applicable information has been obtained. **However, please remember that caring for the injured person is of primary concern.**

If a waiver/release was signed by the injured person, or on his/her behalf, please attach a copy of the signed waiver/release to the Incident Report Form.

In the event that the injury involved the use of any equipment, you should inspect and document that equipment. Often, a picture of the equipment along with a description of its condition at the time of the injury will suffice. If you perceive that any problem exists with the equipment, it should be secured until otherwise instructed.

At this stage, it is important to gather all relevant information possible concerning the accident. No one from the business should discuss any opinion they might have as to the cause. It is important that you be factual. Opinions will be rendered at a later date once all relevant information has been reviewed and appropriately analyzed.

Additional considerations are as follows:

- When possible, have the injured person describe in their own words what happened. That description should be written in the section entitled "Injured Party's Description" and should be written in the first person, i.e. "I was...." If able to sign, the injured person should be asked to sign their description.
- Describe the extent of injury, treatment and method of transportation.
- Obtain the name, address and contact information (telephone numbers and email address) for each witness, including anyone associated with the business who observed either the incident, or anything giving rise to it. Ask each witness to prepare a written statement. If the witness is unwilling to prepare a written statement, please provide what they told you about the incident.
- Where applicable, take pictures of the accident site and forward them with the Incident Report Form.
- Cooperate fully with all law enforcement personnel called to the scene.

Once completed, please forward the Incident Report Form, waiver/release, witness statements, pictures and "Claim Notification" to the person identified in your insurance policy.

All other terms and conditions remain unchanged.

**EXCLUSION CLAUSE
BIOLOGICAL OR CHEMICAL MATERIALS**

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

This exclusion applies to all sections of this policy.

It is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

All other terms and conditions remain unchanged.

**EXCLUSION AND LIMITATION CLAUSE
EXPOSURE TO SANCTIONS**

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

This exclusion applies to all sections of this policy.

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

All other terms and conditions remain unchanged.

**EXCLUSION CLAUSE
FIREARMS, FIREWORKS AND OTHER PYROTECHNIC DEVICES AND EXPLOSIVES**

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

This exclusion applies to all sections of this policy.

A. This insurance does not apply to **BODILY INJURY** or **PROPERTY DAMAGE**:

Arising from the ownership, maintenance, packing, handling, transportation, storage, igniting, operation, sponsorship, set-up or take-down or other use of:

- i. Firearms, including handguns, revolvers, pistols, rifles, shotguns, air guns, semi-automatic weapons and similar devices;
- ii. Fireworks, including firecrackers, Roman Candles, flash powder, explosive compositions or combustible substances, pinwheels, skyrockets, ground displays, flares, smoke bombs, and similar devices that produce, when ignited or activated, sound, smoke, motion or a combination of these;
- iii. Explosives, caps, primers, detonators, ammunitions, fuses, arms, magnesium, ammonium nitrate, nitroglycerin, celluloid, pyroxylin or other substances intended for use as an explosive;

by any **INSURED** or by any person for which any **INSURED** may be held liable in any capacity.

B. This insurance does not apply to any obligation of any **INSURED** to indemnify, defend or contribute jointly or severally with another because of **BODILY INJURY** or **PROPERTY DAMAGE** arising from any of the activities specified in A.i, above.

All other terms and conditions remain unchanged.

**EXCLUSION CLAUSE
NUCLEAR INCIDENT LIABILITY**

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

This exclusion applies to all sections of this policy.

This policy does not apply:

- A. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
- i. with respect to which an **INSURED** under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - ii. resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the **INSURED** is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- B. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death 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 injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
- i. the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an **INSURED** or (2) has been discharged or dispersed therefrom;
 - ii. the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an **INSURED**; or
 - iii. the injury, sickness, disease, death or destruction arises out of the furnishing by an **INSURED** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- D. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or by-product material; "source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing by-product material and resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (i) or (ii) thereof; "nuclear facility" means:

- i. any nuclear reactor,

- ii. any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- iii. any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the **INSURED** at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- iv. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the policy to which it is attached.

All other terms and conditions remain unchanged.

**EXCLUSION CLAUSE
RADIOACTIVE CONTAMINATION**

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

This exclusion applies to all sections of this policy.

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

All other terms and conditions remain unchanged.

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

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

This exclusion applies to all sections of this policy.

This policy does not cover

- A. loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss; or
- B. any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from:

- i. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

All other terms and conditions remain unchanged.

**EXCLUSION CLAUSE
SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION**

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

This exclusion applies to all sections of this policy.

Notwithstanding any provision to the contrary within the policy of which this Endorsement forms part (or within any other Endorsement which forms part of this policy), this policy does not insure:

- A. any loss, damage, cost or expense, or
- B. any increase in insured loss, damage, cost or expense, or
- C. any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority; or threat thereof, (and whether or not as a result of public or private litigation),

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term 'any kind of seepage or any kind of pollution and/or contamination' as used in this Endorsement includes (but is not limited to):

- A. seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a 'hazardous substance' by the United States Environmental Protection Agency or as a 'hazardous material' by the United States Department of Transportation, or defined as a 'toxic substance' by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and
- B. the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

All other terms and conditions remain unchanged.

**EXCLUSION CLAUSE
TERRORISM**

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

This exclusion applies to all sections of this policy.

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

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

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

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

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

All other terms and conditions remain unchanged.

**EXCLUSION CLAUSE
WAR AND CIVIL WAR**

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

This exclusion applies to all sections of this policy.

Notwithstanding anything to the contrary contained herein this policy does not cover any 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.

All other terms and conditions remain unchanged.

**EXCLUSION CLAUSE
ASBESTOS, LEAD AND SILICA**

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

This exclusion applies to all sections of this policy.

Notwithstanding anything to the contrary contained herein this policy does not cover the following:

1. Asbestos

- a. **BODILY INJURY** in any way arising out of the use by any person or organization of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust;
- b. **PROPERTY DAMAGE** to real property arising out of the use by any person or organization of asbestos, asbestos products, asbestos fibers or asbestos dust, including, without limitation, the costs incurred with respect to the removal or abatement of asbestos, asbestos products, asbestos fibers or asbestos dust from or in such real property;
- c. Any obligation of the **INSURED** to indemnify any party because of damage arising out of such **PROPERTY DAMAGE, BODILY INJURY**, sickness, disease, occupational disease, disability, shock, death, mental anguish or mental injury, at any time as a result of the manufacture of, mining of, use of, sale of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or
- d. Any obligation to defend any suit or **CLAIM** against the **INSURED** alleging **BODILY INJURY**, sickness, disease, occupational disease, disability, shock, death, mental anguish or mental injury OR **PROPERTY DAMAGE** resulting from or contributed to, by any and all manufacture of, mining of, use of, sale of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.

2. Lead

- a. **BODILY INJURY** or **PROPERTY DAMAGE**, for past, present or future **CLAIMS** arising in whole or in part, either directly or indirectly, out of the manufacture, distribution, sale, resale, re-branding, installation, repair, removal, encapsulation, abatement, replacement or handling of, explore to, ingestion of or testing for, lead whether or not the lead is or was at any time airborne as a particle, contained in a product, carried on clothing, inhaled, transmitted in any fashion or found in any form whatsoever;
- b. The costs of clean up or removal of lead or products and materials containing lead;
- c. The costs of such actions as may be necessary to monitor, assess and evaluate the release or threat of same, or lead or products and material containing lead;
- d. The cost of disposal of lead substances or the taking of such other action as may be necessary to temporarily or permanently prevent, minimize or mitigate damage to the public health or welfare or to the environment, which may otherwise result;
- e. The cost of compliance with any law or regulation regarding lead.

3. Silica

- a. **BODILY INJURY** or **PROPERTY DAMAGE** or any other loss, cost or expense arising out of the presence, ingestion, inhalation, or absorption, of or exposure to silica products, silica fibers, silica dust or silica in any form; or
- b. Any obligation of the **INSURED** to defend and/or indemnify any party because of damages arising out of such **BODILY INJURY** or **PROPERTY DAMAGE** arising out of the presence, ingestion, inhalation, or absorption, of or exposure to silica products, silica fibers, silica dust or silica in any form.

All other terms and conditions remain unchanged.

**EXCLUSION CLAUSE
ADDITIONAL EXCLUSIONS**

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

This exclusion applies to all sections of this policy.

Notwithstanding anything to the contrary contained herein this policy does not cover the following:

1. any **CLAIM** involving liability arising out of the ownership, maintenance or use of the following premises or any property located on such premises: camps, campgrounds, recreational vehicle parks, or paintball fields;
2. any **CLAIM** involving liability arising out of navigation, towing, repair, storage, conversion, cleaning, demolition, wrecking, uprighting, or salvage of any commercial vessel or oil rig, ship building and boat manufacturing, stevedoring, ship repair yards and dry docks;
3. any **CLAIM** involving liability arising out of off-shore and subaqueous work;
4. any **CLAIM** involving liability arising out of premises or operations involving: (a) amusement parks or devices, carnivals or circuses, sports or other entertainment events, professional sports organizations, zoos, casinos, race tracks, or any theater, hall, arena, grandstand or stadium; (b) oil or gas pipelines, wells, or drilling operations; (c) all mining and quarrying operations; (d) bridges, tunnels, dams or reservoirs; (e) waste treatment, storage or disposal facilities, dumps or dumpsites, landfills; surface impoundments; waste lagoons; or waste sites.

All other terms and conditions remain unchanged.

**ADDITIONAL NAMED INSURED
DESIGNATED PERSON OR ORGANIZATION**

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

This endorsement modifies insurance provided under the following:

PROFESSIONAL LIABILITY

DEFINITIONS SECTION 1 – ADDITIONAL NAMED INSURED

The following persons or organizations are **ADDITIONAL NAMED INSURED**s:

SCHEDULE

Name of Person or Organization:

NAME	ADDRESS	CITY	ST	ZIP

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

This **ADDITIONAL NAMED INSURED** protection shall in all cases be limited in scope to liability of the **ADDITIONAL NAMED INSURED** arising out of **PROFESSIONAL SERVICES** provided by the **INSURED** (other than an **ADDITIONAL NAMED INSURED**).

All other terms and conditions remain unchanged.

DESIGNATED REBREATHER MANUFACTURER LIMITED INSURED STATUS

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

This endorsement modifies insurance provided under the following: PROFESSIONAL LIABILITY
DEFINITIONS SECTION 1 – ADDITIONAL NAMED INSURED

In consideration of an additional premium of _____ Per Declarations Page paid, it is understood and agreed that coverage is extended as follows:

SCHEDULE

Name and Address of Designated Rebreather Manufacturer or Distributor	Name and Certification Agency No. of INSURED

- 1) Section I – **ADDITIONAL NAMED INSURED** is amended to include as an **ADDITIONAL NAMED INSURED** the rebreather manufacturer (hereinafter "Designated Manufacturer") shown in the Schedule, but only with respect to liability for **BODILY INJURY** or **PROPERTY DAMAGE** resulting from an **EVENT**.

This **ADDITIONAL NAMED INSURED** protection shall in all cases be limited in scope to liability of the **ADDITIONAL NAMED INSURED** arising out of **PROFESSIONAL SERVICES** provided by the **INSURED** (other than an **ADDITIONAL NAMED INSURED**).

- 2) The coverage afforded under this endorsement does not apply to **BODILY INJURY** or **PROPERTY DAMAGE** unless prior to the commencement of instruction, the rebreather instructor has been:
 - a) Certified and/or suitably trained to teach the designated rebreather
 - b) holds a Technical Endorsement.

All other terms and conditions remain unchanged.

DEFENSE EXPENSES SUBJECT TO SEPARATE LIMIT

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

This endorsement modifies insurance provided under the following: INSURING AGREEMENTS, SECTION 2 – DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS, PARAGRAPH a.; INSURING AGREEMENTS, SECTION 3 – LIMITS OF LIABILITY.

In consideration of an additional premium of _____ Per Declarations Page paid, it is understood and agreed that coverage is extended as follows:

INSURING AGREEMENTS, SECTION 2 – DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS, PARAGRAPH a. is amended to read as follows:

- c. In addition to the Per Event and Aggregate Limits of Liability for **DAMAGES**, but subject to the Limit of Liability for **DEFENSE EXPENSES** stated on the Declarations Page, the Underwriters further agree to defend any **CLAIM** against the **INSURED** alleging **DAMAGES** for **BODILY INJURY** and/or **PROPERTY DAMAGE** which is covered and payable under the terms of this insurance, even if any of the allegations of the **CLAIM** are groundless, false or fraudulent. The Underwriters shall have the right to make such investigation and settlement of a **CLAIM** as deemed expedient and in their sole discretion.

Notwithstanding the foregoing, the Underwriters shall not be obligated to defend any **CLAIM** if any of the following apply:

- i. The Per Event Limit of Liability for **DAMAGES** has been exhausted by payment of judgments, awards or settlements, or any combination thereof hereunder;
- ii. The Aggregate Limit of Liability has been exhausted by the payment of judgments, awards or settlements, or any combination thereof hereunder; or
- iii. The Limit of Liability for **DEFENSE EXPENSES** has been exhausted by the payment of **DEFENSE EXPENSES** hereunder.

INSURING AGREEMENTS, SECTION 3 – LIMITS OF LIABILITY is amended to read as follows:

3. LIMITS OF LIABILITY

- c. The Per Event Limit of Liability for **DAMAGES** specified on the Declarations Page is the most the Underwriters will pay for **DAMAGES** for any one **EVENT**.
- d. The Aggregate Limit of Liability specified on the Declarations Page is the most the Underwriters will pay for **DAMAGES** under this insurance.
- e. The Limit of Liability for **DEFENSE EXPENSES** specified on the Declarations Page is the most the Underwriters will pay for **DEFENSE EXPENSES** under this insurance.

The Limits of Liability stated in paragraphs a., b. and c. above shall apply regardless of the number of **EVENTS** resulting in **CLAIMS** made during the **POLICY PERIOD**, number of **CLAIMS** made or persons or organizations making **CLAIMS**, or the number of **INSUREDS** against whom **CLAIMS** have been made.

All other terms and conditions remain unchanged.

EQUIPMENT LIABILITY ENDORSEMENT

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

The policy is modified as follows:

Notwithstanding anything in this policy to the contrary, in consideration of an additional premium of _____ per Declarations Page paid, it is understood and agreed that coverage is extended to include any **CLAIM** against an **INSURED** arising out of the function or failure of equipment used by a **PARTICIPANT** while in the **INSURED**'s own classes and under the **INSURED**'s supervision. This equipment liability endorsement only applies to those **INSUREDS** who have purchased the equipment liability option and paid the associated additional premium.

All other terms and conditions remain unchanged.

TECHNICAL COVERAGE ENDORSEMENT

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

In consideration of an additional premium of USD\$0 (No Charge) Per Declarations Page paid, it is understood and agreed that Exclusion 34 of this policy DOES NOT apply to technical diving activities conducted by an **INSURED**.

All other terms and conditions remain unchanged.

ABUSE OR MOLESTATION COVERAGE ENDORSEMENT

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

ABUSE AND MOLESTATION COVERAGE ENDORSEMENT

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

In consideration of an additional premium of _____ per Declarations Page paid, notwithstanding the terms of exclusion 23, but subject to all other terms, conditions, exclusions and Limits of Liability of the policy, the policy is extended to cover **CLAIMS** alleging **ABUSE OR MOLESTATION** to a **PARTICIPANT** occurring in the course of providing **PROFESSIONAL SERVICES** by any **INSURED**.

The coverage provided by this endorsement is subject to the following terms and conditions:

1. The Underwriters shall have no obligation to pay **DAMAGES** or **DEFENSE EXPENSES** on behalf of, or defend, an **INSURED** if:
 - a. a judgment or other final adjudication establishes, or it is otherwise determined by the Underwriters, that the **INSURED** committed, participated in, or knew of any act of **ABUSE OR MOLESTATION**;
or
 - b. the **INSURED** pleads guilty or no contest to any criminal act involving **ABUSE OR MOLESTATION**.
2. The definition of **EVENT** is amended to add the following at the end of the definition:

EVENT includes acts of **ABUSE OR MOLESTATION**. All acts of **ABUSE OR MOLESTATION** committed by one person or two or more persons either acting together or negligently responsible for such acts shall be deemed to be a single **EVENT** taking place at the time the first such act of **ABUSE OR MOLESTATION** commences, regardless of (i) the time period during which such acts of **ABUSE OR MOLESTATION** took place, or (ii) the number of persons who were subject to such acts of **ABUSE OR MOLESTATION**.
3. The following sublimit applies: Subject to the Per Event and Aggregate Limits of Liability, the Underwriters will pay no more than \$ _____ for the sum of **DAMAGES** and **DEFENSE EXPENSES** attributable to all **CLAIMS** alleging **ABUSE OR MOLESTATION** under this insurance. This sublimit is within the Per Event and Aggregate Limits of Liability for the policy and does not add to those limits.

For purposes of this endorsement, **ABUSE OR MOLESTATION** means:

- a. Actual or threatened abuse or molestation or licentious, immoral or sexual behavior whether or not intended to lead to, or culminating in any sexual act, whether caused by, or at the instigation of, or at the direction of, or omission by, any **INSURED**, an **INSURED'S** employee, or any other person, or
- b. Charges or allegations of negligent hiring, employment, investigation, supervision, reporting to the proper authorities, or failure to so report; or retention of a person for whom any **INSURED** is or ever was legally responsible and whose conduct could be described by a. above.

ABUSE OR MOLESTATION includes, but is not limited to, negligent or intentional infliction or physical, emotional or psychological injury/harm

All other terms and conditions remain unchanged.