TRAVEL AGENTS AND TOUR OPERATORS PROFESSIONAL LIABILITY POLICY

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

Wherever used in this policy, the word **Insured** means any person or organization qualifying as such under Section II - PERSONS INSURED of this policy. The word **Company** means the company providing this insurance.

Other words and phrases in this policy that appear in bold have special meanings. Refer to Section IV - DEFINITIONS of this policy for any defined terms.

In consideration of the payment of the premium, in reliance upon the statements made to the **Company** in the application, and subject to the Limits of Liability shown in the Declarations and all other terms, conditions, exclusions and limitations contained herein, the **Company** agrees as follows:

I. INSURING AGREEMENT

A. Coversages

1. Coverage A: **Bodily Injury** and **Property Damage** Liability

   The **Company** will pay on behalf of the **Insured** those sums that the **Insured** becomes legally obligated to pay as **Damages** because of **Bodily Injury** or **Property Damage** to which this insurance applies arising out of the **Travel Agency Operations** of the **Named Insured**. This Coverage A applies to **Bodily Injury** or **Property Damage** only if:

   a. The **Bodily Injury** or **Property Damage** is caused by an **Occurrence** anywhere in the world;

   b. The **Bodily Injury** or **Property Damage** occurs during the **Policy Period**; and

   c. Prior to the **Policy Period**, no **Insured** and no employee authorized by the **Named Insured** to give or receive notice of an **Occurrence** or **Claim**, knew that the **Bodily Injury** or **Property Damage** had occurred, in whole or in part. If such **Insured** or authorized employee knew, prior to the **Policy Period**, that the **Bodily Injury** or **Property Damage** occurred, then any continuation, change or resumption of such **Bodily Injury** or **Property Damage** during or after the **Policy Period** will be deemed to have been known prior to the **Policy Period**.

2. Coverage B: **Non-Owned** and **Hired Auto** Liability

   The **Company** will pay on behalf of the **Insured** those sums that the **Insured** becomes legally obligated to pay as **Damages** to which this insurance applies because of **Bodily Injury** or **Property Damage** caused by an accident anywhere in the world during the **Policy Period** arising out of the operation, maintenance, or use, including **Loading or Unloading**, of a **Non-Owned Auto** or **Hired Auto** in the **Travel Agency Operations** of the **Named Insured**.
3. Coverage C: Professional Liability

The Company will pay on behalf of the Insured those sums that the Insured becomes legally obligated to pay as Damages to which this insurance applies by reason of an act or omission committed anywhere in the world by the Insured, or any person for whom the Insured is legally liable, in the performance of Travel Agency Operations by the Named Insured provided such act or omission occurs during the Policy Period.

4. Coverage D: Personal Injury Liability

The Company will pay on behalf of the Insured those sums that the Insured becomes legally obligated to pay as Damages to which this insurance applies because of Personal Injury caused by an offense anywhere in the world arising out of Travel Agency Operations of the Named Insured provided such offense is committed during the Policy Period.

The Company will also pay Claim Expenses in connection with covered Claims. Claim Expenses are in addition to the Limits of Liability shown in the Declarations.

B. Defense

The Company shall have the right and duty to defend any Claim against the Insured seeking Damages on account of Bodily Injury, Property Damage, an act or omission, or Personal Injury to which this insurance applies, even if any of the allegations of the Claim are groundless, false or fraudulent. The Company shall have the right to appoint counsel and to conduct such investigation and settlement of any Claim as it deems appropriate. If a Claim shall be subject to arbitration or mediation, the Company shall be entitled to exercise all of the Insured’s rights in the choice of arbitrators or mediators and in the conduct of an arbitration or mediation proceeding.

C. Exhaustion of Limits

The Company shall not be obligated to investigate, defend, or pay any Claim after the applicable Limit of Liability has been exhausted by payment of judgments or settlements. In the event that Company defends a Claim for which there is no coverage, the Company reserves the right to recover the fees and costs spent defending such uncovered Claim from any Insured.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph D. Supplementary Payments below.

D. Supplementary Payments

The following payments by the Company will not reduce the Limits of Liability and are not subject to the deductible. The maximum amounts set forth in this Paragraph D. Supplementary Payments are the most that the Company will pay for supplementary payments, regardless of the number of Insureds, Claims, Related Claims, or persons or entities making Claims or Related Claims. The Company will pay with respect to any Claim to which this insurance applies:

1. Up to $25,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any Auto to which Coverage B applies; provided, however, that the Company does not have to furnish these bonds;
2. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable Limit of Liability; provided, however, that the Company will not apply for or furnish these bonds;

3. All reasonable expenses incurred by the Insured at the Company's request to assist the Company in the investigation or defense of the Claim, including actual loss of earnings up to $250 a day because of time off from work;

4. All costs taxed against the Insured in a suit;

5. Prejudgment Interest awarded against the Insured on that part of the judgment the Company pays; and

6. All interest on the full amount of any judgment that accrues after entry of the judgment and before the Company has paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of liability.

II. PERSONS INSURED

Each of the following is an Insured under this policy to the extent set forth below:

A. The Named Insured(s) shown in Items 1 and 2 of the Declarations of this policy;

B. Any owner, principal, executive officer, director, or stockholder of the Named Insured acting within the scope of their duties for the Named Insured;

C. Any employees of the Named Insured while acting in the scope of their duties for the Named Insured;

D. Independent contractors who are acting alone, whether or not incorporated, working under contract with the Named Insured, but only when conducting the Named Insured's Travel Agency Operations; or

E. Any individual while acting as a tour guide or tour escort working under contract with the Named Insured, but only with respect to liability arising out of a tour being conducted for the Named Insured.

III. EXCLUSIONS

This policy does not apply to any Claim:

A. Based upon or arising out of an Insured's breach of contract or warranty, except Claims for tort liability of another party assumed by the Named Insured under a hold harmless or indemnification agreement contained in an Incidental Contract;

B. Under Coverage B, based upon or arising out of the ownership, operation, maintenance, use, entrustment to others, or Loading or Unloading of any Auto other than a Non-Owned Auto or Hired Auto;

C. under Coverages A, C and D, based upon or arising out of the ownership, operation, maintenance, use, entrustment to others, or Loading or Unloading of any Auto;
D. Under Coverage B, by or against an **Insured** for uninsured/underinsured motorist, no fault, or personal injury protection coverage.

E. Based upon or arising out of the ownership of any watercraft by any **Insured** or the operation, maintenance, use, entrustment to others, or **Loading or Unloading** of any watercraft; provided, however, that this exclusion does not apply if the operation, maintenance, use, entrustment to others, or **Loading or Unloading** is performed for the **Named Insured** by independent contractors;

F. Based upon or arising from the ownership of any aircraft by any **Insured** or out of the operation, maintenance, use, entrustment to others or **Loading or Unloading** of any aircraft. However, this exclusion does not apply if the operation, maintenance, use, entrustment to others, or **Loading or Unloading** is performed for the **Named Insured** by independent contractors who are:

1. Scheduled airlines;
2. Supplemental airlines;
3. Air taxis; or
4. Air charters;

G. Based upon or arising directly or indirectly out of:

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

H. For which the **Insured** or his indemnitee may be held liable by reason of:

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

   provided, however, this exclusion applies only if the **Insured** is in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages;

I. For any obligation of the **Insured** under a workers' compensation, disability benefits or unemployment compensation law or any similar law;

J. By:

1. An employee of the **Insured** arising out of and in the course of:
   a. employment by the **Insured**; or
b. performing duties related to the conduct of the Insured’s business; or

2. The spouse, child, parent, brother or sister of that employee as a consequence of Paragraph 1 above. This exclusion applies:

   a. whether the Insured may be liable as an employer or in any other capacity; and

   b. to any obligation to share Damages with or repay someone else who must pay Damages, even if the liability is assumed by the Insured under an Incidental Contract;

K. For Property Damage to:

1. Property the Insured owns, rents, or occupies, including any costs or expenses incurred by the Insured, or any other person, organization, or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

2. Premises the Insured sells, gives away, or abandons, if the Property Damage arises out of any part of those premises;

3. Property loaned to the Insured;

4. Personal property in the care, custody, or control of the Insured;

Paragraphs 1, 3, and 4 of this exclusion do not apply to the Insured's legal liability for Property Damage caused by an Occurrence resulting in fire to any building or structure rented or leased to the Named Insured in connection with Travel Agency Operations, including fixtures permanently attached thereto.

This exclusion does not apply to Property Damage to any hotel rooms and suites, meeting rooms, or other similar premises for the first thirty (30) days that such premises are rented, occupied by, or in the care, custody or control of the Named Insured.

Paragraph 4 of this exclusion does not apply to Lost Property left in the care of the Insured during the course of a tour conducted by such Insured.

L. Based upon or arising out of the Insured's violation of any consumer fraud, consumer protection, consumer privacy, unfair trade or deceptive business practice or statutory or common law unfair competition;

M. Based upon or arising out of any violation by any Insured of federal laws, statutes, regulations, rules or orders restricting foreign trade or travel by United States citizens or the spending of United States funds in foreign countries, including but not limited to violations of the Trading With The Enemy Act and the rules and regulations of the United States Treasury Department, Office of Foreign Assets Control or any Claim that another party was caused to violate same due to an act or omission on the part of any Insured;

N. Based upon or arising out of any violation of the Fair Labor Standards Act or any similar federal, state, or local law pertaining to working conditions, hours, employee benefits, or wages;
O. Based upon or arising out of any **Bodily Injury, Property Damage**, act or omission, or offense which is expected or intended from the standpoint of the **Insured** or is dishonest, fraudulent, malicious, or criminal. This exclusion applies, even if the **Bodily Injury** or **Property Damage** is of a different degree or type than actually intended or expected. This exclusion does not apply to **Bodily Injury** resulting from the use of reasonable force to protect persons or property;

P. Based upon or arising out of bankruptcy, insolvency, receivership, liquidation and/or cessation of operations of any **Insured** or other entity that any **Insured** owns, controls, manages, or has a financial interest in. This exclusion does not apply to any unrelated third party travel supplier.

Q. Based upon or arising out of any misquotation or misstatement of prices or applicable taxes or costs, cancellation provisions, payment terms, pricing changes, failure to secure promotional offers, or any dispute with respect to fees or charges;

R. Based upon or arising out of any act or omission relating to the recommendation, sale, maintenance, or procurement of any insurance policy or bond or investigation, adjustment or outcome of any insurance **Claim**;

S. Under Coverage C, for **Bodily Injury, Property Damage**, or **Personal Injury**;

T. For **Personal Injury**:

1. Caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another or would inflict **Personal Injury**;

2. Arising out of oral or written publication or utterance of material, if done by or at the direction of the **Insured** with knowledge of its falsity;

3. Arising out of oral or written publication of material whose first publication took place prior to the beginning of the **Policy Period**;

4. For which the **Insured** has assumed liability in a contract or agreement, except an **Incidental Contract**. This exclusion does not apply to liability for **Damages** that the **Insured** would have in the absence of the contract or agreement; or

5. Arising out of an electronic chatroom or bulletin board the **Insured** hosts or owns or over which the **Insured** exercises control;

V. Based upon or arising out of the gaining of profit or advantage to which the **Insured** was not legally entitled;

W. Based upon or arising out of an **Insured's** acts or omissions in the administration of any employee benefit program or as a fiduciary in connection with any employee insurance, retirement or pension plan, including but not limited to any alleged violation of the Employee Retirement Income Security Act of 1974 and its amendments, or any similar state or local laws, or any regulations or orders issued in connection therewith;

X. Based upon or arising out of any actual or alleged:

1. Failure to employ;

2. Termination of employment, including actual or alleged constructive dismissal;
3. Breach of employment contract;

4. Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, employment related misrepresentation, employment related emotional distress, retaliation, or other employment related practices, policies, acts or omissions; or

5. Any consequential liability, damage, loss, cost, or expense as a result of 1, 2, 3, or 4 above;

Y. Against an Insured by or on behalf of:

1. Any other Insured;

2. Any entity:
   a. which is owned, operated, or controlled by the Insured;
   b. which owns, operates, or controls the Insured; or
   c. which is affiliated with the Insured through any common ownership, operation or control; or
   d. in which the Insured is a director, officer, partner, trustee, shareholder, member, manager, or employee; or

3. Any business enterprise, charitable organization or pension, welfare, profit sharing, mutual or investment fund, or trust owned or sponsored by the Insured;

Z. Based upon or arising out of any piracy or infringement of a patent, copyright, trademark, service mark, trade dress, trade name, trade secret or any other intellectual property rights;

AA. Based upon or arising out of the rendering or failure to render any medical, dental, surgical, nursing, or therapeutic service of treatment, or from the furnishing or failure to furnish any drugs, medications, medical, or dental supplies or appliances, or out of the Insured’s negligence in screening, selection, hiring, retention, training, instruction, or supervision of any employee, officer or partner of the Insured or any other person or organization engaged in providing or failing to provide such services.

However, this exclusion shall not apply to any medical services which are rendered as emergency first aid treatment at the time of an accident;

BB. Based upon or arising from the breach of any employment agreement, non-competition agreement, non-solicitation agreement, confidentiality agreement, fiduciary duty, or duty of loyalty on the part of the Insured or any past, present or prospective employee, independent contractor, director, officer, partner, or shareholder of the Insured;

CC. Based upon or arising out of the booking, leasing, sale, rental or management of any Time-Share properties. This exclusion does not apply with respect to incidental travel arrangements made by the Named Insured on behalf of travelers to or from such Time-Share properties. Incidental travel includes airline ticketing, automobile rental and ground transportation;
DD. Based upon or arising from the sale, rental, or distribution of any sports or recreational equipment by the Insured, including but not limited to ski equipment, bicycles, rafts, snowmobiles, and scuba diving and snorkeling equipment;

EE. 1. Based upon or arising, in whole or in part, from the actual, alleged or threatened discharge, dispersal, seepage, migration, release, or escape of Pollutants at any time. This exclusion does not apply to any injury or Damages arising out of heat, smoke, or fumes from a Hostile Fire unless that Hostile Fire occurred or originated:

   a. at any premise, site or location which is or was at any time used by or for the Insured, or others for the handling, storage, disposal, processing, or treatment or waste; or

   b. at any premises, site or location on which the Insured or any contractors or subcontractors working directly or indirectly on the Insured’s behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of, Pollutants;

2. Any loss, cost or expense arising out of any:

   a. request, demand, order or statutory or regulatory requirement that the Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of Pollutants; or

   b. claim by or on behalf of a governmental authority for Damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, Pollutants;

FF. Based upon or arising, in whole or in part, out of any:

1. Alleged, actual or threatened Sexual Abuse or Sexual Harassment;

2. The negligent employment, investigation, or supervision of any person who causes or commits or is alleged to have caused or committed Sexual Abuse or Sexual Harassment; or

3. Failure to report Sexual Abuse or Sexual Harassment to the proper authorities;

GG. Based upon or arising out of any actual or alleged violation of:


2. Any other federal, state, or local statute, regulation or ordinance that imposes liability for the:

   a. unlawful use of telephone, electronic mail, internet, computer, facsimile machine, or other communication or transmission device; or

   b. unlawful use, collection, dissemination, disclosure or re-disclosure of personal information in any manner by any Insured or on behalf of any Insured.
HH. Based upon or arising from any commingling of money, or the inability or failure to pay or collect money or the value of mileage points, vouchers, travel credits, or other negotiable instrument, for any reason, whether on the part of the **Insured**, or any other party, including but not limited to unauthorized or illegal credit card transactions, debit memos, commissions, profits, or refunds and bankruptcy, insolvency, receivership, liquidation or cessation of operations;

II. Based upon or arising out of **Internet Technology Services** provided by the **Insured**, including but not limited to the transmission of computer viruses, corruption of databases, misappropriation, alteration, or deletion of data or harm to the integrity of a computer system. However, this exclusion does not apply to any act or omission involving researching travel related information, placing reservations, or communication by electronic mail by the **Insured** as part of the **Insured's Travel Agency Operations**;

IV. DEFINITIONS

A. **Auto** means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment.

B. **Bodily Injury** means physical injury, sickness, or disease, including death of a person. **Bodily Injury** also means mental anguish, mental injury, humiliation, or shock if directly resulting from physical injury, sickness or disease.

C. **Claim** means a written demand for money or services. **Claim** includes a suit or other civil proceeding in which **Damages** because of **Bodily Injury**, **Property Damage**, acts or omissions, or **Personal Injury** to which this insurance applies are alleged; an arbitration proceeding in which such **Damages** are claimed and to which the **Insured** must submit or does submit with the **Company's consent**; and any other alternative dispute resolution proceeding in which such **Damages** are claimed and to which the **Insured** submits with the **Company's consent**.

D. **Claim Expenses** means:
   1. Fees charged by attorneys designated by the **Company**; and
   2. All other reasonable and necessary fees, costs and expenses resulting from the investigation, adjustment, defense, or appeal of a **Claim** to which this insurance applies if incurred by the **Company**, or by the **Insured** with the written consent of the **Company**.

Payment of **Claim Expenses** will not reduce the Limits of Liability available to pay **Damages**. **Claim Expenses** shall not include fees, costs, or expenses of employees or officers of the **Insured**. Nor shall **Claim Expenses** include salaries, loss of earnings, or other remuneration by or to any **Insured**.

E. **Damages** means the monetary portion of any judgment or award or of any settlement made with the prior written consent of the **Company**. **Damages** do not include:
   1. Punitive, exemplary, or multiple damages;
   2. Criminal or civil fines, penalties (statutory or otherwise), fees or sanctions;
   3. Matters deemed uninsurable;
   4. Any form of non-monetary, equitable, or injunctive relief;
   5. Restitution, return, or disgorgement of any fees, funds, or profits; or

F. Hired Auto means a Non-Owned Auto rented or chartered by the Insured:

1. Without a driver or chauffeur for a period of not more than thirty (30) consecutive days; or
2. With a driver or chauffeur;

provided that the owner of the Hired Auto maintains a policy insuring against liability for Bodily Injury and Property Damage with limits of liability not less than those specified under the applicable financial responsibility or similar laws governing Auto insurance in the state where the Auto is principally garaged. Hired Auto does not include any Auto rented or chartered from the Insured.

G. Hostile Fire means a fire which becomes uncontrollable or breaks out from where it was intended to be.

H. Incidental Contract means any written hold harmless or indemnification agreement relating to the conduct of Travel Agency Operations by the Named Insured in which the Named Insured has assumed the tort liability of another party, which is:

1. Contained within a lease of premises agreement executed prior to the date of any Occurrence, accident, act or omission, or offense; or
2. An agreement to indemnify a federal, state, county, or municipal government or agency, provided such agreement was executed prior to the date of any Occurrence, accident, act or omission, or offense.

I. Insured means any person or organization qualifying as an Insured in Section II. PERSONS INSURED of the policy.

J. Internet Technology Services means any of the following:

1. Advertising, web casting, electronic publishing, transmission, dissemination, distribution, serialization, creation, production, origination, or exhibition of material over the internet;
2. Designing, constructing, or maintaining an internet site;
3. The integration of electronic information or business processes with an internet site;
4. Providing access to the internet through a browser that enables others to send and receive electronic information;
5. Providing access to or dissemination of material, goods or services through the internet;
6. Providing internet search or navigational tools or internet site tools or technology or both;
7. Providing others with a unique internet address that can function as the beginning and end point of electronic information transfers;
8. Providing electronic mail services;
9. Establishing, operating, maintaining or monitoring chat rooms or bulletin boards;
10. Creating, manufacturing, developing, distributing, licensing, leasing, selling, operating, repairing, or maintaining any computer hardware, software, or related electronic product, or training others in the use of such computer hardware, software or related electronic product; or

11. Systems analysis, systems programming, data processing, systems integration, systems development, system design, system management, or the installation, operation, repair, or maintenance of computer products, networks or systems.

K. **Loading or Unloading** means the handling of property:

1. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft, or **Auto**;

2. While it is in or on an aircraft, watercraft, or **Auto**; or

3. While it is being moved from an aircraft, watercraft, or **Auto** to the place where it is finally delivered; but **Loading or Unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft, or **Auto**.

L. **Long-Term Rental Auto** means an **Auto** rented or leased by the **Insured** (other than by an employee solely for his or her personal use) for any period which is, or consecutive periods which in total are, in excess of thirty (30) days.

M. **Lost Property** means baggage, tickets for transportation, passports, or visas lost while in the care of the **Insured** in the course of a tour conducted by the **Insured**. **Lost Property** does not include accounts, bills, currency, deeds, and evidences of debt, letters of credit, documents, money, notes or securities.

N. **Named Insured** means:

1. The person(s) and organization(s) shown in Items 1 and 2 of the Declarations of this policy; and

2. Any newly acquired or formed organization, other than a partnership, joint venture or limited liability company, over which the **Named Insured** maintains majority interest. This policy does not apply to any **Occurrence**, accident, offense, or act or omission that took place before the **Named Insured** acquired or formed the organization. Coverage under this provision is afforded only if the newly acquired or formed organization is reported to the **Company** within sixty (60) days after it has been acquired or formed and the **Named Insured** pays the additional premium if applicable.

O. **Non-Owned Auto** means an **Auto** which is not owned by or registered to:

1. Any **Named Insured**;

2. An officer, director, shareholder, or partner of any **Named Insured**;

3. A corporate parent, subsidiary, or affiliate of any **Named Insured**;

4. Any member of a joint venture of which any **Named Insured** is a member; or
5. A spouse, child, parent, relative, or resident of the same household of any person described herein;

provided that the owner of the Non-Owned Auto maintains a policy insuring against liability for Bodily Injury and Property Damage with limits of liability not less than those specified under the applicable financial responsibility or similar laws governing Auto insurance in the state where the Auto is principally garaged. Non-Owned Auto does not include any Long-Term Rental Auto.

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

Q. Personal Injury means injury including consequential Bodily Injury arising out of one or more of the following offenses:

1. False arrest, detention, or imprisonment;
2. Malicious prosecution;
3. The publication or utterance of a libel or slander or of other defamatory or disparaging material;
4. A publication or utterance in violation of an individual's right of privacy, except publications or utterances in the course of or related to advertising or broadcasting activities conducted by or on behalf of the Named Insured; or
5. Wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies, committed by or on behalf of its owner, landlord, or lessor.

R. Policy Period means the period of time between the effective date shown on the Declarations and the date of expiration or cancellation of this policy.

S. Pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke; vapor; soot; fumes; acids; alkalis; chemicals; and waste. Waste includes materials to be recycled, reconditioned, or re-claimed.

T. Property Damage means:

1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
2. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the Occurrence or accident 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.
U. **Related** means temporally, logically, or causally connected by any common fact, circumstance, situation, transaction, event, advice, or decision.

V. **Related Claims** means all **Claims** arising out of a single **Occurrence**, accident, act or omission, or offense or arising out **Related Occurrences**, **Related** accidents, **Related** acts or omissions, or **Related** offenses to which this insurance applies.

W. **Sexual Abuse** means physical abuse arising out of acts of a sexual nature involving inappropriate physical contact, whether committed intentionally, negligently, inadvertently, or with the belief, erroneous or otherwise, that the victim is consenting and has the legal and mental capacity to consent thereto, caused by or committed by:

1. One person; or
2. Two or more persons acting together or in related acts or series of acts.

All **Related**, interrelated, repeated, or continuous episodes of **Sexual Abuse** involving the same claimant or perpetrator shall be deemed to be a single act of **Sexual Abuse**.

X. **Sexual Harassment** means inappropriate non-physical actions or verbal comments or suggestions of a sexual nature.

Y. **Time-Share** means a system for sharing ownership of any apartment, condominium, villa, or the like as defined in the time-sharing agreement.

Z. **Travel Agency Operations** means all operations necessary to the conduct of a travel agency, meeting planner, tour operator, or online travel supplier. **Travel Agency Operations** includes providing advice about travel, accommodations, cruises, excursions, or tours and researching travel-related information via the internet, placing reservations via the internet, and communicating by email in furtherance of **Travel Agency Operations**.

V. LIMITS OF LIABILITY

A. The Limits of Liability shown in Item 4 of the Declarations and the rules below fix the most the **Company** will pay regardless of the number of:

1. **Insureds**;
2. **Claims** made or brought;
3. Persons or organizations making or bringing **Claims**.

B. The General Aggregate Limit shown in Item 4 of the Declarations is the most the **Company** will pay for the sum of all **Damages** under Coverages A, B, C and D. If **Related Claims** are subsequently made or brought against the **Insured** and reported to the **Company** under this policy or any renewal of this policy, all such **Related Claims**, whenever made, shall be considered a single **Claim**. The Limits of Liability for any such **Related Claim** shall be part of and not in addition to the Limits of Liability shown in the Declarations.
C. Under Coverage A:

1. Subject to Paragraph B above, the Limit of Liability shown in Item 4 of the Declarations for Coverage A is the most the Company will pay for Bodily Injury or Property Damage caused by an Occurrence to which Coverage A applies. However, the most the Company will pay for Property Damage for any article of Lost Property consisting in whole or in part of silver, gold or platinum, or watches, or articles trimmed with, or consisting principally or entirely of furs shall be $100 for each article.

2. All Related Occurrences shall be considered a single Occurrence.

D. Under Coverage B:

1. Subject to Paragraph B above, the Limit of Liability shown in Item 4 of the Declarations for Coverage B is the most the Company will pay for Bodily Injury or Property Damage caused by an accident to which Coverage B applies.

2. All Bodily Injury and Property Damage arising out of continuous or repeated exposure to substantially the same general harmful conditions shall be considered as arising out of one Occurrence. All Related accidents shall be considered a single accident.

E. Under Coverage C:

1. Subject to Paragraph B above, the Limit of Liability shown in Item 4 of the Declarations for Coverage C is the most the Company will pay for any act or omission to which Coverage C applies.

2. All Related acts or omissions shall be considered a single act or omission and shall be deemed to have occurred at the time of the first Related act or omission.

F. Under Coverage D:

1. Subject to Paragraph B above, the Limit of Liability shown in Item 4 of the Declarations for Coverage D is the most the Company will pay for Damages on account of any offense or a Related offense to which Coverage D applies.

2. All Related offenses shall be considered a single offense and shall be deemed to have occurred at the time of the first Related offense.

G. Fire Legal Liability Coverage

Subject to Paragraph B above, the Fire Legal Liability Limit stated in Item 4 of the Declarations is the most the Company will pay for Damages because of Property Damage to any building or structure rented or leased to the Named Insured to which this insurance applies arising out of any one fire.

H. If more than one coverage of this policy applies to the same Occurrence, accident, act or omission, or offense, the maximum limit of the Company’s liability shall not exceed the highest applicable Limit of Liability under any one coverage of this policy.

I. The Limits of Liability of this policy apply separately to each consecutive Policy Period. The Policy Period begins with the effective date shown in the Declarations. If the Policy Period is
extended after issuance for any additional period, the additional period will be deemed part of the
last preceding period for the purpose of determining the Limits of Liability.

J. If this policy and any other policy issued by the Company apply to the same Claim or Related
Claim against the Insured, the maximum Limit of Liability under all of the policies shall not
exceed the highest remaining Limit of Liability under any one policy.

VI. DEDUCTIBLE

The Deductibles set forth in Item 4 of the Declarations of the policy apply as follows:

A. Under Coverage A, the per Occurrence Deductible applies to all Damages because of all Bodily
Injury and Property Damage as the result of any one Occurrence or a Related Occurrence,
regardless of the number of persons or organizations who sustain Damages because of that
Occurrence.

B. Under Coverage B, the per accident Deductible applies to all Damages because of all Bodily
Injury and Property Damage as the result of any one accident or a Related accident, regardless
of the number of persons or organizations who sustain Damages because of the accident or
Related accident.

C. Under Coverage C, the per act or omission Deductible applies to all Damages because of any
act or omission or Related act or omission, regardless of the number of persons or organizations
who sustain Damages because of such act or omission or Related act or omission.

D. Under Coverage D, the per offense Deductible applies to all Damages because of any offense or
a Related offense, regardless of the number of persons or organizations who sustain Damages
because of such offense or Related offense.

E. The Limits of Liability shall not be reduced by the application of a Deductible.

F. If more than one coverage of this policy applies to any Occurrence, accident, act or omission or
offense, the Named Insured is required to pay a single Deductible, as determined by the highest
Deductible for the applicable coverages.

VII. CONDITIONS

A. Premium

All premiums for this policy shall be computed in accordance with the Company's rules, rates,
rating plans, premiums, and minimum premiums applicable to the insurance afforded herein.

B. Insured's Duties in the Event of Occurrence, Accident, Act or Omission, Offense, or Claim

1. As a condition precedent to coverage, the Insured must notify the Company as soon as
practicable of an Occurrence, accident, act or omission, or offense which may result in a
Claim. To the extent possible, notice should include:

   a. how, when and where the Occurrence, accident, act or omission, or offense took
      place;

   b. the names and addresses of any injured persons and witnesses; and
c. the nature and location of any damage arising out of the Occurrence, accident, act or omission, or offense.

2. If a Claim is made or brought against the Insured, as a condition precedent to coverage, the Insured must:
   a. immediately record the specifics of the Claim and the date received; and
   b. notify the Company as soon as practicable.

The Insured must see to it that the Company receives written notice of the Claim as soon as practicable.

3. The Insured must:
   a. immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the Claim;
   b. authorize the Company to obtain records and other information; and
   c. cooperate with us in the investigation, settlement, or defense of the Claim.

C. Settlement

1. No Insured shall, except at its own non-reimbursable cost, settle any Claim, admit any liability, make any payment, assume any obligation or incur any expense without the Company’s prior written consent.

2. The Company, at its sole discretion, may reimburse the Insured for reasonable costs incurred to assist stranded travelers who do not have alternate travel arrangements available. To preserve a Claim for reimbursement of such costs, the Insured must immediately contact the Company’s travel hotline at 855-702-4224. Contacting the hotline does not guarantee coverage and all Claims must be filed, processed and approved as required by this policy.

3. The Company has the right to settle all Claims subject to the First Named Insured’s consent. The Company will not settle any Claim without the consent of the First Named Insured. However, the First Named Insured shall not unreasonably withhold consent for any settlement recommended by the Company. Unreasonable withholding of consent on any settlement may jeopardize coverage under this policy.

The First Named Insured’s failure to express consent to a settlement recommended by the Company will be deemed refusal to consent to the settlement.

D. All coverage under this policy shall be void if the Insured knowingly misrepresents or conceals any material fact in connection with the presentation or submission of any Claim, or the Company’s investigation or defense thereof.

E. Legal Action Against The Company

No person or organization has a right under this policy:
1. To join the **Company** as a party or otherwise bring the **Company** into a **Claim** asking for **Damages** from an **Insured**; or

2. To sue the **Company** on this policy unless all of its terms have been fully complied with. A person or organization may sue the **Company** to recover on any settlement by the **Company** or on a final judgment against the **Insured**; but the **Company** will not be liable for **Damages** that are not payable under the terms of this policy or that are in excess of the applicable Limit of Liability.

**F. Bankruptcy**

Bankruptcy or insolvency of the **Insured** or of the **Insured**'s estate will not relieve the **Company** of its obligations under this policy.

**G. Other Insurance**

This insurance will apply only as excess insurance over any other valid and collectible insurance.

**H. Changes**

This policy contains all the agreements between the **Insured** and the **Company** concerning the insurance afforded. The First **Named Insured** shown in the Declarations is authorized to make changes in the terms of this policy with the **Company**'s consent. This policy's terms can be amended or waived only by endorsement issued by the **Company** and made a part of this policy.

**I. Assignment**

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

**J. Transfer Of Rights Of Recovery Against Others To The Company**

If the **Insured** has rights to recover all or part of any payment the **Company** has made under this policy, those rights are transferred to the **Company**. The **Insured** must do nothing to impair them. At the **Company**'s request, the **Insured** will bring suit or transfer those rights to the **Company** and help the **Company** enforce them.

**K. Representations and Warranties**

By acceptance of this policy, the **Named Insured** agrees, represents and warrants that the statements in the Declarations are truthful, accurate and complete and that this policy is issued in reliance upon the truth, accuracy and completeness of such representations.

**L. Separation of Named Insured**

Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this policy to the **Named Insured**, this insurance applies:
1. as if each **Named Insured** were the only **Named Insured**; and
2. separately to each **Insured** against whom a **Claim** is made or is brought.

M. **Sole Agent**

If there is more than one **Named Insured** in this policy, the First **Named Insured** shall act on behalf of all **Named Insureds** for all purposes, including but not limited to:

1. the payment or return of premium;
2. receipt and acceptance of any endorsement issued to form a part of this policy;
3. giving and receiving notice of cancellation, nonrenewal, or conditional renewal; and
4. reimbursement to the **Company** of any applicable Deductible advanced.

This policy shall not be valid unless countersigned by the **Company**'s duly authorized representative.

In Witness Whereof, the **Company** has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly authorized representative.

[Signature]

Authorized Representative OR
Countersignature (in states where applicable)
ENDORSEMENT # 1

This endorsement, effective 12:01 AM: 8/15/2014

Forms a part of Policy No.: 47-TEO-145687-01

Issued to: CruisingAgents.com, Inc. dba Cruise Lines, Ltd.  
(Travel Agent for Life; Travel Agent 4 Life; TA for Life; TA 4 Life, Cruise Moms)

By: Stonewall Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADVERTISING INJURY COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

TRAVEL AGENTS AND TOUR OPERATORS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged, it is hereby agreed as follows.

1. Section I. INSURING AGREEMENT, Section A. Coverages, Paragraph 4. Coverage D Personal Injury Liability is deleted in its entirety and replaced with the following:

   4. Coverage D **Personal and Advertising Injury** Liability

      The Company will pay on behalf of the Insured those sums that the Insured becomes legally obligated to pay as Damages to which this insurance applies because of **Personal and Advertising Injury** caused by an offense anywhere in the world arising out of Travel Agency Operations of the Named Insured provided such offense is committed during the Policy Period.

2. Section III. EXCLUSIONS, Paragraph Z is deleted in its entirety and replaced with the following:

   Z. based upon or arising out of any piracy or infringement of a patent, copyright, trademark, service mark, trade dress, trade name, trade secret, or any other intellectual property rights. However, this exclusion does not apply to piracy or infringement of a patent, copyright, trademark, service mark, trade dress, trade name, trade secret, or any other intellectual property rights in the Named Insured's Advertisement.

3. Section IV. DEFINITIONS, Paragraph Q **Personal Injury** is deleted in its entirety and replaced with the following:

   Q. **Personal and Advertising Injury** means injury including consequential **Bodily Injury** arising out of one or more of the following offenses:

      1. false arrest, detention or imprisonment;
      2. malicious prosecution;
      3. the publication or utterance of a libel or slander or of other defamatory or disparaging material;
4. a publication or utterance in violation of an individual’s right of privacy; except publications or utterances in the course of or related to advertising or broadcasting activities conducted by or on behalf of the Named Insured;

5. wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies, committed by or on behalf of its owner, landlord, or lessor;

6. infringement upon another’s copyright, trademark, trade name, trade dress, service mark, service name, service title, or slogan in the Named Insured’s Advertisement; or

7. unauthorized use of another’s idea, plagiarism, or misappropriation of ideas under an implied contract in the Named Insured’s Advertisement.

4. The following is added to Section IV. DEFINITIONS:

   Advertisement means a notice that is broadcast or published to the general public or specific market segments about the Named Insured’s goods, products, or services for the purpose of attracting customers or supporters. For the purposes of this definition:

   1. notices that are published include material placed on the internet or on similar electronic means of communication; and

   2. only that section of a website that is about your goods, products or services for the purposes of attracting customers or supporters, is considered an Advertisement.

5. Throughout all sections of the policy and the Declarations, replace the words Personal Injury with Personal and Advertising Injury.

All other terms and conditions of the policy remain unchanged.

Authorized Representative OR

Countersignature (in states where applicable)
ENDORSEMENT # 2

This endorsement, effective 12:01 AM: 8/15/2014

Forms a part of Policy No.: 47-TEO-145687-01

Issued to: CruisingAgents.com, Inc. dba Cruise Lines, Ltd.
(Travel Agent for Life; Travel Agent 4 Life; TA for Life; TA 4 Life, Cruise Moms)

By: Stonewall Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SALE OF TRAVEL INSURANCE BUY BACK ENDORSEMENT

This endorsement modifies insurance provided under the following:

TRAVEL AGENTS AND TOUR OPERATORS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged, it is hereby agreed as follows.

Section III. EXCLUSIONS, Exclusion R. is deleted in its entirety and replaced by the following:

R. based upon or arising out of an act or omission relating to the recommendation, sale, maintenance, procurement or failure to procure any insurance policy or bond or investigation, adjustment, settlement, or outcome of any insurance claim. This exclusion does not apply if the Insured actually sold travel insurance to or procured travel insurance for the claimant or obtained a written waiver of insurance signed by the claimant.

All other terms and conditions of the policy remain unchanged.

[Signature]
Authorized Representative OR
Countersignature (in states where applicable)
ENDORSEMENT # 3

This endorsement, effective 12:01 AM: 8/15/2014

Forms a part of Policy No.: 47-TEO-145687-01

Issued to: CruisingAgents.com, Inc. dba Cruise Lines, Ltd.
(Travel Agent for Life; Travel Agent 4 Life; TA for Life; TA 4 Life, Cruise Moms)

By: Stonewall Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WORLDWIDE TERRITORY CONDITIONS AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

TRAVEL AGENTS AND TOUR OPERATORS PROFESSIONAL LIABILITY POLICY

In consideration of the premium charged it is agreed that the following Conditions are added to the policy:

OFAC EXCLUSION

When or where coverage under this policy would be in violation of any United States of America's laws or sanction, including, but not limited to, sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), any such coverage shall be null and void.

JURISDICTION (modifying Section VII. CONDITIONS, Paragraph E. Legal Action Against The Company)

The exclusive jurisdiction and venue for any disputes or suits against the Company shall be a federal or state court of the United States of America with jurisdiction and venue over such dispute or suit.

FOREIGN CLAIMS OR SUITS AGAINST THE INSURED

With Company's consent and approval, the Named Insured will investigate, defend or settle any Claim or suit that would be covered by this policy brought against the Insured in any country where the Company is prevented by law or statute from paying damages or providing defense on behalf of the Insured. Company will reimburse the Named Insured for reasonable costs incurred in the approved investigation, defense or settlement of any such Claim or suit for which the Company has consented.

REQUIRED INSURANCE

The Insured must maintain all coverage required by law, regulation or other governmental authority in full force and effect during the Policy Period. Failure to maintain such coverage will not invalidate this insurance, however this insurance will apply as if all such required coverage was in full force and effect.

All other terms and conditions of this policy remain unchanged.

Authorized Representative OR

PG-TE-019-02/2014
ENDORSEMENT # 4

This endorsement, effective 12:01 AM: 8/15/2014

Forms a part of Policy No.: 47-TEO-145687-01

Issued to: CruisingAgents.com, Inc. dba Cruise Lines, Ltd.  
(Tea Agent for Life; Travel Agent 4 Life; TA for Life; TA 4 Life, Cruise Moms)

By: Stonewall Insurance Company

OFAC/ECONOMIC SANCTIONS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under this Policy.

In consideration of the premium charged, it is hereby understood and agreed that this policy does not provide coverage that would be in violation of the laws or regulations of the United States of America concerning trade or economic sanctions, including, but not limited to, those administered and enforced by the U.S. Treasury’s Office of Foreign Asset Control (OFAC).

Payment of loss under this policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by OFAC.

All other terms and conditions of the policy remain unchanged.

Authorized Representative OR
Countersignature (in states where applicable)
ENDORSEMENT # 5

This endorsement, effective 12:01 AM: 8/15/2014

Forms a part of Policy No.: 47-TEO-145687-01

Issued to: CruisingAgents.com, Inc. dba Cruise Lines, Ltd.
(Travel Agent for Life; Travel Agent 4 Life; TA for Life; TA 4 Life, Cruise Moms)

By: Stonewall Insurance Company

THIS ENDORSEMENT CHANGES THIS POLICY. PLEASE READ IT CAREFULLY.

MARYLAND CHANGES

This endorsement modifies insurance provided under the following:

TRAVEL AGENTS AND TOUR OPERATORS PROFESSIONAL LIABILITY POLICY

Paragraph C. Exhaution of Limits of Section I. INSURING AGREEMENT is deleted and replaced by the following:

C. Exhaustion of Limits

The Company shall not be obligated to investigate, defend, or pay any Claim after the applicable Limit of Liability has been exhausted by payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph D. Supplementary Payments below.

The following provision is added to Section VII.CONDITIONS, Paragraph B. Insured’s Duties in the Event of Occurrence, Accident, Act or Omission, Offense or Claim:

4. The Company may disclaim coverage on the grounds that the Insured or a person claiming through the Insured breached the policy by failing to cooperate or provide notice only if the Company establishes by a preponderance of the evidence that the lack of cooperation or notice resulted in actual prejudice to the Company.

Condition D. of Section VII. CONDITIONS is deleted and replaced by the following:

D. The policy shall be cancelled and any Claims shall be denied if the Insured knowingly misrepresents or conceals any material fact in connection with the presentation or submission of any Claim, or the Company's investigation or defense thereof.

The following provisions are added to Section VII. CONDITIONS:

O. Cancellation and Nonrenewal

When this policy has been in effect for 45 days or less and is not a renewal policy, the Company may cancel this policy by sending written notice of cancellation to the First Named Insured, by certificate of mail to the First Named Insured’s last known address, clearly and specifically stating the actual reason for cancellation, at least:

1. 10 days before the effective date of cancellation if the Company cancels for nonpayment of premium; or

2. 15 days before the effective date of cancellation if the Company cancels because the risk does not meet the Company’s underwriting standards.
When this policy has been in effect for more than 45 days or is a renewal policy, the Company may cancel or elect not to renew this policy by sending to the First Named Insured written notice of intention to cancel or intention not to renew at least:

1. 10 days before the date of proposed cancellation if the Company cancels for nonpayment of premium. The Company will send the notice by certificate of mail.

2. 45 days before the date of proposed cancellation or expiration of this policy, if the Company cancels for a reason other than nonpayment of premium or elects not to renew this policy. Under this paragraph, the Company may cancel only for one or more of the following reasons:
   a. when there exists a material misrepresentation or fraud in connection with the application, policy, or presentation of a Claim;
   b. when there exists a matter or issue related to the risk that constitutes a threat to public safety;
   c. when there exists a change in the condition of the risk that results in an increase in the hazard insured against; or
   d. revocation or suspension of the driver's license or motor vehicle registration of the Insured or covered driver under this policy for reasons related to the driving record of the Insured or covered driver.

If the Company cancels or elects not to renew this policy pursuant to Paragraph 2., above, the following provisions will apply:

1. The Company will send notice of cancellation or nonrenewal to the First Named Insured by certificate of mail or commercial mail delivery service, and will maintain proof of mailing of such notice in a form authorized or accepted by the United States Postal Service or other commercial mail delivery service.

2. The Company will provide to the First Named Insured a written statement clearly and specifically setting forth the actual reason for the cancellation or nonrenewal, including the Company's offer to provide additional information in support of the proposed action upon written request by the First Named Insured within 30 days from the date of the notice and an address for the First Named Insured to submit the request.

3. Any written request for additional information by the First Named Insured shall be sent not more than 30 days from the date of the notice containing the reason for cancellation or nonrenewal. The Company will respond to a written request for additional information within 15 days of receiving the request and prior to the effective date of the proposed action.

4. The Company will send, in the same manner and at the same time as the notice of cancellation or nonrenewal, written notice to the First Named Insured of the possible right to replace this policy under the Maryland Property Insurance Availability Act, Maryland Automobile Insurance Fund, or though another plan for which the First Named Insured may be eligible. If applicable, the notice will include the current address and telephone number of the offices of the Joint Insurance Association, the Maryland Automobile Insurance Fund, or other appropriate plan.

5. No notice of cancellation or nonrenewal is required under this section if the First Named Insured has replaced the insurance.

6. Notice given to the First Named Insured by an insurance producer on behalf of the Company is deemed to have been given by the Company.

P. Renewal
Unless the Company has given notice of its intention not to renew the policy, if the Company seeks to increase the renewal policy premium, the Company shall send a notice by first-class mail to the First Named Insured and the insurance producer, if any, not less than 45 days prior to the renewal date of the policy. The notice will include the expiring policy premium, the renewal policy premium, and the telephone number for the Company or insurance producer, if any, together with a statement that the First Named Insured may call to request additional information about the premium increase. Provided, however, that this Paragraph P. will not apply to the extent the premium increase results from:

1. an increase in the units of exposure;
2. the application of an experience rating plan;
3. the application of a retrospective rating plan;
4. a change made by the Insured that increases the Company’s exposure; or
5. an audit of the Insured.

The Company shall have met the notice requirement of this Paragraph P. if, not less than 45 days prior to the effective date of the renewal policy, the Company has sent:

1. to the First Named Insured a renewal policy that includes the renewal policy premium and to the independent insurance producer, if any, through postal or electronic mail a copy of the renewal policy that includes the renewal policy premium or a notice of the availability of the renewal policy through the Company’s online electronic system; or
2. to the First Named Insured and the insurance producer, if any, a written notice of renewal or continuation of coverage that includes the renewal or continuation premium; or
3. to the First Named Insured and insurance producer, if any, a renewal offer that includes a reasonable estimate of the renewal policy premium.

If the Company provides a renewal policy and a notice of premium to the First Named Insured at least 45 days before the renewal date of this policy and the First Named Insured fails to make the required payment by the renewal date, the Company may terminate the policy on the renewal date for nonpayment of premium after sending to the First Named Insured, by certificate of mail, a written offer to reinstate the renewal policy without lapse in coverage. The offer to reinstate will provide not less than 10 days for the First Named Insured to make the required premium payment.

Q. Return of Unearned Premium

When a policy financed by a premium finance company is canceled, the Company will return any gross unearned premiums that are due, computed pro rata, and excluding any expense constant, administrative fee, or any non-refundable charge filed with and approved by the Commissioner, to the premium finance company for the account of the First Named Insured within a reasonable time not exceeding 45 days after:

1. receipt by the Company of a notice of cancellation from the premium finance company or the First Named Insured;
2. the date the Company cancels the policy; or
3. completion of any payroll audit necessary to determine the amount of premium earned while the policy was in force. An audit will be performed within 45 days after the Company receives the notice of cancellation.

R. Changes in Coverage
The **Company** shall give the First **Named Insured** written notice of any change in coverage, which is not at the request of the First **Named Insured**, which effects an elimination of or reduction in benefits. The notice will be mailed or delivered to the First **Named Insured** by the **Company** or its authorized representative.
All claims under policies underwritten by Berkshire Hathaway Specialty Insurance should be reported to our centralized Loss Processing Center. Claims will be assigned to our technical staff or to one of our preferred service providers.

**FOR EMERGENCY CONTACT**

Our 24-hour toll free number: **855.453.9675**

**FOR NON-EMERGENCY**

Claims may be reported via email to: **claimsnotice@bhspecialty.com**

Claims may also be reported via fax to: **617.507.8259**

Claims may also be reported via mail; visit BHSI’s Claims tab on the web for our mailing address: [www.bhspecialty.com/claims-reporting.html](http://www.bhspecialty.com/claims-reporting.html)

**EXPECT A PERSONAL APPROACH**

While technology adds speed and efficiencies, it is top-quality people that drive top-quality claims handling. That’s why we continue to grow our industry-leading claims team with the most experienced claims professionals in the business.

Moreover, at Berkshire Hathaway Specialty Insurance, our claims team makes communicating proactively with you throughout the claims process a priority. Should you face a claim, you will quickly see our response is not about drafting letters, it’s about a having a dialogue—and responding to your particular needs and concerns.

Whether you face a D&O claim, a property loss, a large scale casualty crisis, or allegations of healthcare professional negligence, you will have the experts you need at your service. Putting your policy to work for you.