



It is expressly understood and agreed by the Assured by accepting this subscription policy that Durham and Bates Agencies, Inc. is not one of the Underwriters or Insurers hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, but the Insurers hereunder are only those Underwriters whose names are on file as hereinbefore set forth.

Subscription Policy No. PDB-53505

## ***SUBSCRIPTION POLICY***

### **EXCESS PILOTS LEGAL LIABILITIES**

**In consideration of the premium as hereinafter stated, the subscribers hereto, severally, but not jointly, do hereby cause to be insured, for the amounts and proportions set opposite their respective names:**

**ASSURED:** PUGET SOUND PILOTS ASSOCIATION AND PILOT MEMBERS OF PUGET SOUND PILOTS ASSOCIATION

**LIMIT OF LIABILITY:** \$20,000,000 Ultimate Net Loss each occurrence excess of Sections 6.A. (Civil Legal Defense) and 6.B. (Civil Legal Liability) of the scheduled underlying policies.

**FROM:** February 28, 2023 (Noon) Local Standard Time

**TO:** February 28, 2024 (Noon) Local Standard Time

**THIS POLICY IS SUBJECT TO THE TERMS AND CONDITIONS OF THE FORMS, SCHEDULES AND ENDORSEMENTS ATTACHED HERETO AND REFERRED TO HEREIN, INCLUDING THE FOLLOWING:** American Institute Excess Marine Liabilities Clauses (01/1/02); Rider 1; Schedule of Licensed Pilots; Extended Radioactive Contamination Exclusion Clause with the USA Endorsement; Chemical, Biological, Bio-Chemical, and Electromagnetic Exclusion Clause (March 1, 2003); Nuclear Energy Liability Exclusion (Broad Form); AIMU U.S. Economic and Trade Sanctions Clause; Health Hazard Exclusion; Institute Cyber Attack Exclusion Clause (Amended); Terrorism Exclusion; American Institute Communicable Disease Exclusion

**Total Amount Insured Hereunder** \$20,000,000      **Rate** -----      **Premium** \$ 23,500.00

Any provisions required by law to be stated in or incorporated in policies issued by any insurer subscribing hereto, shall be deemed to have been stated and incorporated herein.

It is further agreed that each of the insurers will issue their individual policies in accord with the terms described herein, upon demand by the Assured and/or his agent.

It is expressly understood and agreed by the assured by accepting this subscription policy that Durham & Bates Agencies, Inc. is not one of the insurers or underwriters hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, but the insurers hereunder are only those underwriters or insurers whose names are shown as subscribing hereto.

In Witness Whereof, the insurers hereunder have caused this policy to be issued and signed by a duly authorized officer, attorney, agent or representative.

**SUBSCRIBING COMPANIES**

THE INSURERS AND AUTHORIZED SIGNATURE	AMOUNT OR PERCENTAGE HERETO	PREMIUM
Endurance American Insurance Company OMX10014420904	50.0%	\$11,750.00
By		
New York Marine and General Insurance Company ML2023MEE00797	50.0%	\$11,750.00
By		
<b>TOTAL INSURED BY THIS POLICY</b>	<b>100.0%</b>	<b>\$23,500.00</b>

**Dated at Portland, Oregon, this 28<sup>th</sup> day of February, 2023**

**POLICY NO. PDB-53505 for PUGET SOUND PILOTS ASSOCIATION, et al**

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Named Assureds

Puget Sound Pilots Association  
Pilot Technology Services II, LLC  
ANACKER, D.S.  
ANTHONY, M.L.  
BENDIXEN, S.  
BOSTICK, M.  
BOUMA, B. W.  
BOZINA, T.  
BRUSCO, D.  
BUJACICH, J.  
CARLEY, W.M.  
CARLSON, I.J.  
CARSTENSEN, J.  
COLEMAN, S.  
CORYELL, T.D.  
EKMANN, R.  
GALVIN, J.  
GARTNER, R.  
GRIESER, K.  
GROBSCHMIT, D.  
HANNUKSELA, M.  
HENDERSON, J.D.  
HUNTER, P.V.  
JENSEN, B.  
KALVOY, J.E.  
KEARNS, J.T.  
KELLEHER, N.  
KELLY, P.S.  
KLAPPERICH, E.  
KNUTSEN S.  
KRIDLER, K.  
LOWE, B.  
MANN, P.  
MICHAEL, E.  
MILLER, J.  
MCGOURTY, N.  
MCGRATH, T.  
MELIN, D.  
MOORE, N.  
MYERS, R.A.  
NEWMAN, A.J.  
NINBURG, E.P.  
ROUNDS, C.F.  
SCRAGG, J.  
SEAMANS, A.  
SEMLER, S.  
SEMLER, J. R.  
SEYMOUR, L. A.  
SLIDDEL, J.  
SLIKER, W.J.  
SORIANO, D.  
STEWART, A.  
THORESON, G.  
VELARDE, P.  
van BRANDENFELS, E.M.

**RIDER NO. 1**

**1. EXCESS COVERAGE**

Effective from inception, it is understood and agreed that this policy will be excess of Subsections 6.A. (Civil Legal Defense) and 6.B. (Civil Legal Liability) of the underlying Policy No. PDB-53504 and will not be excess of the License Defense and Loss of Income coverage sections.

**Underlying Schedule**

<b><u>Coverage</u></b>	<b><u>Policy No.</u></b>	<b><u>Policy Period</u></b>	<b><u>Carrier(s)</u></b>
Pilots Civil Legal Defense Pilots Civil Legal Liability	PDB-53504	02/28/23 – 02/28/24	Navigators Insurance Co. StarNet Insurance Co.

**2. CHANGES AND CORRECTIONS**

Effective from inception, it is understood and agreed changes and/or corrections made to the underlying schedule of Assureds are made part of the schedule of Assureds included hereunder and no endorsement shall be issued as respects such changes and/or corrections.

**3. PUNITIVE DAMAGES**

Notwithstanding anything contained to the contrary, this policy excludes any liability imposed on the assured as punitive or exemplary damages, however described.

The foregoing provisions of this Rider No. 1 shall under no circumstances be deemed or construed to limit, diminish or qualify coverages otherwise afforded under the (subject) policy.

**ALL OTHER TERMS AND CONDITIONS REMAINING UNCHANGED.**

Attached to and made a part of Policy No. PDB-53505  
issued to PUGET SOUND PILOTS ASSOCIATION AND PILOT MEMBERS OF PUGET SOUND  
PILOTS ASSOCIATION  
by the Companies named herein  
Portland, Oregon February 28, 2023

**AIMU EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE**  
**WITH U.S.A. ENDORSEMENT**  
**(March 1, 2003)**

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

1. In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from
  - 1.1 ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
  - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

**RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE**  
**(U.S.A. ENDORSEMENT)**

This insurance is subject to the Extended Radioactive Contamination Exclusion Clause (March 1, 2003) provided that if fire is an insured peril

and

where the subject matter insured or, in the case of a reinsurance, the subject matter insured by the original insurance, is within the U.S.A., its islands, onshore territories or possessions

and

a fire arises directly or indirectly from one or more of the causes detailed in Sub-Clauses 1.1, 1.2, and 1.4 of the Extended Radioactive Contamination Exclusion Clause March 1, 2003 any loss or damage arising directly from that fire shall, subject to the provisions of this insurance, be covered, EXCLUDING however any loss damage liability or expense caused by nuclear reaction, nuclear radiation, or radioactive contamination arising directly or indirectly from that fire.

AIMU CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, AND ELECTROMAGNETIC EXCLUSION  
CLAUSE  
(March 1, 2003)

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

In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to or arising from an actual or threatened act involving a chemical, biological, bio-chemical or electromagnetic weapon, device, agent or material when used in an intentionally hostile manner.

NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

It is agreed that:

I. This policy does not apply:

A. Under any Liability Coverage, to bodily injury or property damage

1. With respect to which an insured under this policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Associations of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
2. Resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

1. The nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of an insured or (b) has been discharged or dispersed therefrom;
2. The nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
3. The bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion applies only to property damage to such nuclear facility and any property thereat.

II. As used in this endorsement:

“Hazardous properties” include radioactive, toxic or explosive properties;

“Nuclear material” means source material, special nuclear material or by-product material; “Source material”,

“Special nuclear material” and “Byproduct material” have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

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

“Waste” means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

“Nuclear facility” means

- (a) Any nuclear reactor,
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) Any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

“Nuclear reactor” means any apparatus designed or used to sustain nuclear fission in a self- supporting chain reaction or to contain a critical mass of fissionable material;

“Property damage” includes all forms of radioactive contamination of property.

#### AIMU U.S. ECONOMIC AND TRADE SANCTIONS CLAUSE

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

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

#### HEALTH HAZARD (SPECIFIC) EXCLUSION

This insurance does not apply to any liability for, or any loss, damage, injury or expense directly or indirectly caused by or arising out of: asbestos; tobacco; coal dust; polychlorinated biphenyls; silica; silicosis; benzene; lead; talc; dioxin; mold; pesticides or herbicides; electromagnetic fields; pharmaceutical or medical drugs/products/substances/devices; or any substance containing such material or any derivative thereof.

This insurance does not apply to any liability for, or any loss, damage, injury or expense due to hearing loss or damage; human immune virus or acquired immune deficiency syndrome; cumulative trauma disorder, repetitive motion or strain injury, or carpal tunnel syndrome.

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

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



**INSTITUTE CYBER ATTACK EXCLUSION CLAUSE**

- 1.1 Subject to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.

However, in the event that damage to Third Party Property or Bodily Injury results from any of the matters described in paragraph (1.1) above, this Policy, subject to all its terms, conditions and exclusions will cover resultant Property Damage or Bodily Injury occurring during the Policy period.

- 1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

CL 380 (Amended)  
10/11/2003

*Absolute Terrorism Exclusion Clause*

**Policy Number:** PDB-53505

**Effective:** February 28, 2023

This contract excludes any loss, damage, liability or expense arising from

- A) Terrorism; and or
- B) Steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.

For the purpose of this clause, "terrorism" means any act(s) of any person(s) or organisation(s) involving:

- 1) The causing, occasioning or threatening of harm of whatever nature and by whatever means;
- 2) Putting the public or any section of the public in fear,

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organization(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

- 3) Acts certified as "Acts of Terrorism" by the U. S. Secretary of the Treasury in concurrence with the U.S. Secretary of State and U.S. Attorney General pursuant to the Terrorism Risk Insurance Act of 2002

*All other policy terms, conditions and valuations remain unchanged*

AMERICAN INSTITUTE OF MARINE UNDERWRITERS 8A  
 FOLLOWING FORM EXCESS MARINE LIABILITIES CLAUSES

(January 1, 2002)

To be attached to and form part of policy No. PDB-53505 of the Companies Named Herein

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

<u>SECTIONS</u>	<u>COVERED</u>	<u>PREMIUM</u>
(a) Excess Protection & Indemnity	[ ]	_____
(b) Excess Collision Liability	[ ]	_____
(c) Excess Collision, Including Tower's Liability	[ ]	_____
(d) Excess General Average & Salvage	[ ]	_____
(e) Excess Sue and Labor Charges	[ ]	_____
(f) Excess Ship Repairer's Legal Liability	[ ]	_____
(g) Excess Charterer's Legal Liability	[ ]	_____
(h) Excess Wharfinger's and/or Safe Berth Liability	[ ]	_____
(i) Excess <u>Pilots Legal Liability</u>	[ X ]	<u>\$23,500.00</u>
	Total	<u>\$23,500.00</u>

2. Period: At and from the 28th day of February, 2023

To the 28th day of February, 2024

Beginning and ending with Noon LST.

3. LIMIT OF LIABILITY

Regardless of the number or types of liabilities insured against hereunder, or the number of vessels or risks involved, these Underwriters shall not be liable under this Policy for more than \$20,000,000 any one accident or series of accidents arising out of the same event, but in no event shall the liability of these Underwriters under any individual section of this Policy exceed the limit of liability scheduled for that section in Column "A" below for any accident or series of accidents arising out of the same event..

EXCESS PROTECTION AND INDEMNITY

- (a) These Underwriters agree to indemnify the Assured for all liability, loss, damage or expense insured against under the Protection and Indemnity policies described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"); but this insurance is warranted free from claim hereunder unless such liability in respect of the same accident (or occurrence, if the limits of liability of the primary policies are written on an occurrence basis) exceeds the Limits of Liability of the Primary Policies in which event these Underwriters shall be liable only for the amount by which such liability exceeds such underlying Limits of Liability, but in no event for more than the Limit of Liability of this insurance.

EXCESS COLLISION

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

**EXCESS COLLISION INCLUDING TOWER'S LIABILITY**

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

**EXCESS GENERAL AVERAGE AND SALVAGE**

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

**EXCESS SUE AND LABOR CHARGES**

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

**EXCESS SHIP REPAIRER'S LEGAL LIABILITY**

- (f) These Underwriters agree to indemnify the Assured for all liability, loss, damage or expense insured against under the Ship Repairer's Legal Liability policies described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"), but this insurance is warranted free from claim hereunder unless such liability in respect of the same accident (or occurrence if the Limits of Liability of the Primary Policies are written on an occurrence basis) exceeds the Limits of Liability of the Primary Policies in which event these Underwriters shall be liable only for the amount by which such liability exceeds such underlying Limits of Liability, but in no event for more than the Limit of Liability of this insurance.

**EXCESS CHARTERER'S LEGAL LIABILITY**

- (g) These Underwriters agree to indemnify the Assured for all liability, loss, damage or expense insured against under the Charterer's Legal Liability policies described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"), but this insurance is warranted free from claim hereunder unless such liability in respect of the same accident (or occurrence if the Limits of Liability of the Primary Policies are written on an occurrence basis) exceeds the Limits of Liability of the Primary Policies in which event these Underwriters shall be liable only for the amount by which such liability exceeds such underlying Limits of Liability, but in no event for more than the Limit of Liability of this insurance.

EXCESS WHARFINGER'S AND/OR SAFE BERTH LIABILITY

- (h) These Underwriters agree to indemnify the Assured for all liability, loss, damage or expense insured against under the Wharfinger's and/or Safe Berth Liability policies described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"), but this insurance is warranted free from claim hereunder unless such liability in respect of the same accident (or occurrence if the Limits of Liability of the Primary Policies are written on an occurrence basis) exceeds the Limits of Liability of the Primary Policies in which event these Underwriters shall be liable only for the amount by which such liability exceeds such underlying Limits of Liability, but in no event for more than the Limit of Liability of this insurance.

EXCESS PILOTS LEGAL LIABILITY

- (i) These Underwriters agree to indemnify the Assured for all liability, loss, damage or expense insured against under the underlying policies described in the Schedule of Underlying Insurances (hereinafter referred to in this Section and in the General Conditions as the "Primary Policies"), but this insurance is warranted free from claim hereunder unless such liability in respect of the same accident (or occurrence if the Limits of Liability of the Primary Policies are written on an occurrence basis) exceeds the Limits of Liability of the Primary Policies in which event these Underwriters shall be liable only for the amount by which such liability exceeds such underlying Limits of Liability, but in no event for more than the Limit of Liability of this insurance.

GENERAL CONDITIONS

1. These Underwriters shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Assured, but these Underwriters shall have the right and shall be given the opportunity (without incurring any liability for costs or expenses thereof except as hereinafter provided) to associate with the Assured or the underwriters on the Primary Policies, or both, in defense and control of any claim, suit or proceeding which involves or appears likely to involve these Underwriters, in which event the Assured, the underwriters on the Primary Policies and these Underwriters shall cooperate in all matters in defense of such claim, suit or proceeding.
2. In the event the Assured or the Underwriters on the Primary Policies elect not to appeal a judgement in excess of the Limits of Liability as stated in the Primary Policies, these Underwriters may elect to make such an appeal at their sole cost and expense and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of these Underwriters exceed the Limit of Liability of this insurance plus the cost and expense of any such appeal.
3. In the case of any payment made hereunder, these Underwriters may act together with all other interests (including the Assured) in the exercise of any rights of recovery against third parties with respect to the loss paid by the Assured, Underwriters on the Primary Policies and these Underwriters. The apportionment of any amounts which may be recovered from third parties shall follow the principle that any interest (including that of the Assured) that shall have paid an amount over and above any payment made hereunder by these Underwriters shall first be reimbursed up to the amount paid thereby; these Underwriters will then be reimbursed out of any balance remaining up to the amount paid thereby and hereunder; finally, the interests (including that of the Assured) of whom this Policy is in excess are entitled to claim the balance, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the interests (including the Assured) concerned, in the proportion that their respective recoveries are finally settled.
4. It is a condition of this insurance that all Primary Policies, in which the Assured has an interest, are scheduled and that the said Primary Policies shall be maintained in full force and effect during the term of this Policy and that no changes shall be made in the Primary Policies which broaden the insuring conditions thereof or reduce the amounts collectible thereunder. In the event there is no recovery available to the Assured under the Primary Policies, whether as a result of the bankruptcy or insolvency of the underwriters or any of them of the Primary Policies or otherwise, the coverage hereunder shall nonetheless apply only in excess of the applicable Limit of Liability specified in the Primary Policies. In the event of a breach of any of the aforesaid conditions this Policy shall be null and void, unless otherwise agreed in writing by these Underwriters. These Underwriters shall be furnished with copies of the Primary Policies and any amendments thereto at their request.
5. The term "Assured" is used severally and not collectively, but the inclusion herein of more than one Assured shall not operate to increase the liability of these Underwriters.
6. The Assured, upon knowledge of any occurrence likely to give rise to a claim hereunder, shall give prompt written or electronic notice thereof to these Underwriters.
7. Either these Underwriters or the Assured may cancel this insurance by giving the other thirty (30) days written notice, after which this Policy shall be of no force or effect. In the event of non-payment of premium 30 days after attachment, or of any

additional premium when due, this insurance may be cancelled by Underwriters upon ten (10) days written notice, after which this Policy shall be of no force or effect. Written or telegraphic notice sent to the Assured at its last known address shall constitute complete notice of cancellation. Such notice sent to the Assured in care of the broker who negotiated this Policy shall have the same effect as if sent directly to the Assured. If cancellation is at the Assured's option, the Underwriters will retain earned premium hereunder as per customary short rate table; if cancellation is at the Underwriters' option, pro rata unearned premium will be returned as soon as practicable. All returns shall be net.

8. This insurance shall cover only those excess liabilities specified in paragraph 1, for not exceeding the amounts specified under Limit of Liability in Column "A" below, being excess of Primary Limits specified in Column "B" below, but subject to the terms and conditions otherwise specified herein.

The listing below of Primary Policies which include risks not otherwise insured against under this Policy shall not be deemed to be an acceptance by these Underwriters as protection against such risks, nor shall the Assured recover from these Underwriters any deductible or self-insured retention under any Primary Policies.

SCHEDULE OF INSURANCES

SCHEDULE OF INSURANCES

Location or Vessel	Section(s) Applicable	Column "A"	Column "B"
		Excess	Primary
Various	I	\$20,000,000	\$10,000,000

American Institute  
COMMUNICABLE DISEASE EXCLUSION  
(June 15, 2020)

To be attached to and form a part of Policy No. PDB-53505 of Companies Named Herein  
Insuring PER POLICY

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

This insurance excludes coverage for:

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

**DEFINITION**

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

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

**All Other Terms And Conditions Of This Policy Shall Remain Unchanged.**

Dated: February 28, 2023