



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

General Liability Deluxe Endorsement: Integrated Tech

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GENERAL LIABILITY DELUXE ENDORSEMENT: INTEGRATED TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	
Damage to Premises Rented to You	\$1,000,000
Expected or Intended Injury - Property Damage	Included
Limited Rental Lease Agreement Contractual Liability	\$50,000
Non-Owned Watercraft	Less than 58 feet
Damage to Property You Own, Rent or Occupy	\$30,000
Medical Payments	\$20,000
Medical Payments Reporting Period	3 Years
Athletic Activities	Amended
Supplementary Payments - Bail Bonds	\$2,500
Supplementary Payments - Loss of Earnings	\$500 per day
Employee Indemnification Defense Coverage	\$25,000
Who Is An Insured	Included
-Employees and Volunteer Workers - Good Samaritan Acts	
-Additional Insured - Newly Acquired or Formed Organization	
-Additional Insured - Managers and Supervisors (with Fellow Employee Coverage)	
-Additional Insured - Broadened Named Insured	
-Additional Insured - Blanket Additional Insureds When Required by Contract	
-Additional Insured - Lessees of Premises	

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-Additional Insured - Independent Contractors	
Duties in the Event of Occurrence, Offense, Claim or Suit	Included
Transfer of Rights of Recovery Against Others To Us	Clarification
Liberalization	Included
Unintentional Failure to Disclose Hazards	Included
Bodily Injury - Includes Mental Anguish	Included
Personal and Advertising Injury - Includes Abuse of Process, Discrimination	Included

A. Damage to Premises Rented to You

If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part:

1. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof;

2. The word fire is changed to fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in:

- a. The last paragraph of SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions;
- b. SECTION III - LIMITS OF INSURANCE, Paragraph 6.; and
- c. SECTION V - DEFINITIONS, Paragraph 9.a.; and

3. The words fire insurance are changed to insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection

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4. Other Insurance, Paragraph b. Excess Insurance.

B. Expected or Intended Injury - Property Damage

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, Paragraph a. Expected Or Intended Injury is deleted in its entirety and replaced by the following:

a. Expected Or Intended Injury

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

C. Limited Rental Lease Agreement Contractual Liability

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, Paragraph b. Contractual Liability is amended by adding the following:

Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000.

This coverage extension only applies to rental lease agreements and is excess over any renter's liability insurance of the client.

D. Non-Owned Watercraft

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto Or Watercraft, Paragraph (2) is amended to read as follows:

- (2) A watercraft you do not own that is: (a) Less than 58 feet long; and
- (b) Not being used to carry persons or property for a charge;

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This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

E. Damage to Property You Own, Rent or Occupy

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, 2. Exclusions, j. Damage To Property, Paragraph (1) is deleted in its entirety and replaced with the following:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, 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, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

F. Medical Payments

1. If COVERAGE C MEDICAL PAYMENTS is not otherwise excluded from this Coverage Part the Medical Expense Limit is changed subject to all of the terms of SECTION III - LIMITS OF INSURANCE to the greater of:

a. \$20,000; or

b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. Under SECTION I - COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 1.

Insuring Agreement, Paragraph a., Item (b) is amended to read:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

G. Athletic Activities

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SECTION I - COVERAGES, COVERAGE C MEDICAL PAYMENTS, 2. Exclusions, Paragraph e. Athletics Activities is deleted in its entirety and replaced with the following:

e. Athletics Activities

To a person injured while taking part in athletics.

H. Supplementary Payments

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, Items 1.b. and 1.d. are amended as follows:

b. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and d. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

I. Employee Indemnification Defense Coverage

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended to include the following:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding.

The most we will pay for any "employee" who is directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

J. Who is An Insured

SECTION II - WHO IS AN INSURED is amended as follows:

1. Paragraph 2.a.(1) is deleted in its entirety and replaced with the following: Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your

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"executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

However:

Paragraphs (1)(a) and (1)(d) do not apply to your "employees" or "volunteer workers," who are not employed by you or volunteering for you as health care professionals, for "bodily injury" arising out of Good Samaritan Acts while the "employee" or "volunteer worker" is performing duties related to the conduct of your business. Good Samaritan Acts mean any assistance of a medical nature rendered or provided in an emergency situation for which no remuneration is demanded or received.

2. Newly Acquired or Formed Organization

All other terms and conditions of this Policy remain unchanged.

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If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is amended to read:

a. Coverage under this provision is afforded until the end of the policy period;

3. Each of the following is also an insured:

a. Managers and Supervisors - Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co- "employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

b. Broadened Named Insured - Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

c. Blanket Additional Insureds When Required by Contract - Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations.

d. Lessees of Premises - Any person or organization who leases or rents a part of the premises you own or manage who you are required to add as an

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additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

This provision does not apply:

- (1) To liability arising out of such person's or organization's sole negligence; or
- (2) After the person or organization ceases to lease or rent premises from you.

e. Independent Contractors - Any independent contractor, but only while acting within the scope of a written contract and only with respect to liability arising out of your products or your work.

K. Duties in the Event of Occurrence, Offense, Claim or Suit

1. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2.a. the requirement that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense, applies only when the "occurrence" or offense is known to:

- a. You, if you are an individual;
- b. A partner, if you are a partnership; or
- c. An "executive officer" or insurance manager, if you are a corporation.

2. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. b. the requirement that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:

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- a. You, if you are an individual;
- b. A partner, if you are a partnership; or
- c. An "executive officer" or insurance manager, if you are a corporation.

3. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. is amended to include the following additional provision:

Your rights under this coverage part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this coverage part. However, you shall give written notice of this "occurrence," offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence", offense claim or "suit."

L. Transfer of Rights of Recovery Against Others To Us

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us includes the following clarification:

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

M. Liberalization

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include the following additional condition:

Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

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N. Unintentional Failure To Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include the following additional condition:

Unintentional Failure To Disclose Hazards

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Bodily Injury - Mental Anguish

SECTION V - DEFINITIONS, Paragraph 3. is amended to read: "Bodily injury":

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

P. Personal and Advertising Injury - Abuse of Process, Discrimination

If COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. SECTION V - DEFINITIONS, Paragraph 14., Item b. is revised to read:

- b. Malicious prosecution or abuse of process;

2. SECTION V - DEFINITIONS, Paragraph 14. is amended to include the following:

"Personal and advertising injury" also means discrimination based on race,

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color, religion, sex, age or national origin, except when:

a. Done intentionally by or at the direction of, or with the knowledge or consent of:

(1) Any insured; or

(2) Any executive officer, director, stockholder, partner or member of the insured; or

b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or

c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

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## **NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

**Policy Number:** 52 WBC AE1KS5

**Endorsement Number:**

**Effective Date:** 09/26/20

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** BYWATER SOLUTIONS, LLC

PO BOX 1346

SANTA BARBARA CA 93102

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.