



Berkshire Hathaway
Travel Protection

Berkshire Hathaway Specialty Insurance Company
1314 Douglas Street, Suite 1400
Omaha, NE 68102-1944

**COMMERCIAL PROFESSIONAL LIABILITY
COMMON POLICY DECLARATIONS**

This Declaration Page is attached to and forms part of the Policy

TRAVEL AGENTS AND TOUR OPERATORS PROFESSIONAL LIABILITY INSURANCE POLICY

(Please read your policy carefully. Certain provisions restrict coverage.)

Policy No.: 47-TEO-146637-03 Renewal Of Policy No.: 47-TEO-146637-02

Item 1. First **Named Insured** and Address:

ASAP Cruises Inc. dba Cruises & Tours Unlimited
8030 Philips Hwy Suite 13
Jacksonville FL 32256

Item 2. The **Named Insured** is:

- Individual Partnership Joint Venture Limited Liability Company
 Organization (other than a Partnership or Joint Venture) Trust

The Business of the Named Insured is: Travel Agency / Tour Operator

Item 3. **Policy Period**: Effective date: 2/14/2017 Expiration date: 2/14/2018 12:01 a.m. standard time at the address shown in Item 1.

<u>Item 4. Limits of Liability and Deductibles:</u>	<u>Limit of Liability</u>	<u>Deductible</u>
Coverage A Bodily Injury and Property Damage Liability	\$1,000,000 per occurrence	\$500 per occurrence
Coverage B Non-Owned and Hired Auto Liability	\$1,000,000 per accident	\$500 per accident
Coverage C Professional Liability	\$1,000,000 per act or omission	\$500 per act or omission
Coverage D Personal Injury Liability	\$1,000,000 per offense	\$500 per offense
Fire Legal Liability	\$50,000 per fire	\$500 per fire
General Aggregate Limit	\$1,000,000	

Item 5. Premium and Applicable Taxes/Fees:

Premium: \$8,454.00
Minimum Earned Premium: \$0.00
Applicable Taxes/Fees: \$109.90

Item 6. Schedule of Forms and Endorsements:

Travel Agents and Tour Operators Professional Liability Policy – PG-TE-011-02/2014
Advertising Injury Coverage Endorsement – PG-TE-012-02/2014
Territory Amendment Endorsement – PG-TE-019-02/2014

Item 7. Notice of **Claim**:

In the Event of a **Claim**, notice should be sent to:

ATTN: Claims Notice
Stonewall Insurance Company
c/o Berkshire Hathaway Specialty Insurance
60 State Street, 38th Floor
Boston, MA 02109
Claimsnotice@bhspecialty.com
(855) 453-9675

Item 8. Schedule of Locations:

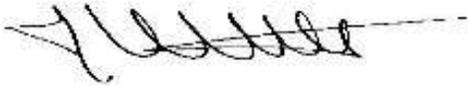
1)

Item 9. Service of Suit:

Service of Suit may be made upon: Counsel, Legal Department, Stonewall Insurance Company, 1314 Douglas Street, Suite 1400, Omaha, NE 68102-1944.

In return for the payment of the premium, and subject to all terms of the policy, the **Company** agrees to provide the insurance stated in this policy.

Authorized Signature



Secretary



President

Date of Issue: 2/14/2017



Berkshire Hathaway
Travel Protection

Berkshire Hathaway Specialty Insurance Company
1314 Douglas Street, Suite 1400, Omaha, NE 68102-1944
(Hereinafter referred to as the Insurer)

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. Coverages

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:

1. The federal Telephone Consumer Protection Act (47 U.S.C. § 227), Drivers Privacy Protection Act (18 U.S.C. § 2721 - 2725) or Controlling the Assault of Non-Solicited Pornography and Marketing Act (15 U.S.C. § 7701, et seq.); or

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

6. **Claim Expenses.**

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.



Authorized Representative OR
Countersignature (in states where applicable)



ENDORSEMENT # 1

This endorsement, effective 12:01 AM: 2/14/2017

Forms a part of Policy No.: 47-TEO-146637-03

Issued to: ASAP Cruises Inc. dba Cruises & Tours Unlimited

By: Berkshire Hathaway Specialty 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: 2/14/2017

Forms a part of Policy No.: 47-TEO-146637-03

Issued to: ASAP Cruises Inc. dba Cruises & Tours Unlimited

By: Berkshire Hathaway Specialty 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
Countersignature (in states where applicable)



Berkshire Hathaway
Travel Protection

ENDORSEMENT # 3

This endorsement, effective 12:01 AM: 2/14/2017

Forms a part of Policy No.: 47-TEO-146637-03

Issued to: ASAP Cruises Inc. dba Cruises & Tours Unlimited

By: Berkshire Hathaway Specialty 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.

A handwritten signature in black ink, appearing to read 'Donald E. Wurster', written over a horizontal line.

Authorized Representative OR
Countersignature (in states where applicable)



ENDORSEMENT # 4

This endorsement, effective 12:01 AM: 2/14/2017

Forms a part of Policy No.: 47-TEO-146637-03

Issued to: ASAP Cruises Inc. dba Cruises & Tours Unlimited

By: Berkshire Hathaway Specialty Insurance Company

THIS ENDORSEMENT CHANGES THIS POLICY. PLEASE READ IT CAREFULLY.

FLORIDA CHANGES

This endorsement modifies insurance provided under the following:

TRAVEL AGENTS AND TOUR OPERATORS PROFESSIONAL LIABILITY POLICY

Paragraph A. of Section III. EXCLUSIONS is deleted and replaced by the following:

- A. based upon or arising out of an Insured's breach of contract, 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;

Condition K. Representations or Warranties of Section VII. CONDITIONS is deleted and replaced by the following:

K. Representations

By acceptance of this policy, the **Named Insured** agrees and represents 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.

The following provision is added to Section VII. CONDITIONS:

N. Cancellation

1. The First **Named Insured** shown in the Declarations may cancel this entire policy by mailing or delivering to the **Company** advance written notice of cancellation.

2. Cancellation Of Policies In Effect

a. For 90 Days Or Less

If this policy has been in effect for 90 days or less, the **Company** may cancel this policy by mailing or delivering to the **Named Insured(s)** written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (1) 10 days before the effective date of cancellation if the **Company** cancels for nonpayment of premium; or

- (2) 20 days before the effective date of cancellation if the **Company** cancels for any other reason, except that the **Company** may cancel immediately if there has been:

- (a) A material misstatement or misrepresentation; or
- (b) A failure to comply with the underwriting requirements established by the **Company**.

b. For More Than 90 Days

If this policy has been in effect for more than 90 days, the **Company** may cancel this policy only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) The policy was obtained by a material misstatement;
- (3) Failure to comply with underwriting requirements established by the **Company** within 90 days of the effective date of coverage;
- (4) A substantial change in the risk covered by the policy; or
- (5) The cancellation is for all **Insured** under such policies for a given class of **Insureds**.

If the **Company** cancels this policy for any of these reasons, the **Company** will mail or deliver to the **Named Insured(s)** written notice of cancellation, accompanied by the reasons for cancellation, at least:

- (a) 10 days before the effective date of cancellation if the **Company** cancels for nonpayment of premium; or
- (b) 45 days before the effective date of cancellation if the **Company** cancels for any of the other reasons stated in Paragraph 2.b.

3. The **Company** will mail or deliver its notice to the **Named Insured(s)** at the last mailing address known to the **Company**.
4. Notice of cancellation will state the effective date of cancellation. The **Policy Period** will end on that date.
5. If this policy is cancelled, the **Company** will send the First **Named Insured** any premium refund due. If the **Company** cancels, the refund will be pro rata. If the First **Named Insured** cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to the **Company**, the **Company** will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to the **Insured's** full cooperation with the **Company** or the **Company's** agent in securing the necessary data for audit, the **Company** will return any premium refund due within 90 days of the date cancellation takes effect. If the **Company's** audit is not completed within this time limitation, then the **Company** shall accept the **Insured's** own audit, and any premium refund due shall be mailed within 10 working days of receipt of the **Insured's** audit.

The cancellation will be effective even if the **Company** has not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

O. Nonrenewal

1. If the **Company** decides not to renew this policy, the **Company** will mail or deliver to the **Named Insured(s)** written notice of nonrenewal, accompanied by the reason for nonrenewal, at least 45 days prior to the expiration of this policy.
2. Any notice of nonrenewal will be mailed or delivered to the **Named Insured(s)** at the last mailing address known to the **Company**. If notice is mailed, proof of mailing will be sufficient proof of notice.

P. Binding Arbitration

If the **Company** and the **Insured** do not agree whether coverage is provided under this Policy for a **Claim** made against the **Insured**, then both parties may, by mutual consent, agree in writing to arbitration of the disagreement, at the time of such disagreement.

If both parties agree to arbitrate, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, both parties must request that selection be made by a judge of a court having jurisdiction. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

Unless both parties agree otherwise, arbitration will take place in the county in which the address shown in the Declarations is located. Local rules

of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

Travel Agents and Tour Operators Professional Liability Policy

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Berkshire Hathaway Specialty Insurance Company

100 Federal Street, 20th Floor
Boston, MA 02110



Claim Reporting Form

Instructions:

1. This form is to be completed when the Insured has been involved in any Claim or is aware of an incident which may give rise to a claim.
2. Complete one form for each Claim or incident which may give rise to a Claim. If space is not sufficient to answer any question fully, attach a separate sheet.
3. Attach a copy of any suit papers or demand letter.
4. Sign and date form when completed.
5. E-mail or fax the form and supporting documents to:
E-mail: claimsnotice@bhspecialty.com
Fax: (617) 507-8259

A representative will contact you within 72 hours of receipt of this form

For additional inquiries, call (855) 453-9675

Mailing Address:

Attn: Claims Notice

Berkshire Hathaway Specialty Insurance Company

100 Federal Street, 20th Floor

Boston, MA 02110

1. Policy Number:

2. Name of Insured:

3. Contact Name:

4. Phone Number:

5. Name of Potential Claimant:

6. Date of Incident/Claim:

7. Describe the allegations of the claim or explain the incident/circumstance that may lead to a claim:

8. Any additional comments:

CLAIM-FORM FRAUD REQUIREMENTS

****MANDATORY: PLEASE READ AND SIGN BELOW****

All States Other Than Those Listed:

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Alaska

A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete or misleading information may be prosecuted under state law.

California

For your protection, California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Colorado

It is unlawful to knowingly provide, false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Affairs.

Delaware

Any person who knowingly, and with intent to injure, defraud, or deceive any insurer, files a claim containing any false, incomplete or misleading information is guilty of a felony.

District of Columbia

It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Florida

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim or application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Idaho

Any person who knowingly, and with intent to defraud or deceive any insurer, files a statement or claim containing any false, incomplete or misleading information is guilty of a felony.

Indiana

A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete or misleading information commits a felony.

Kentucky

Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

Louisiana

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Maine

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

Maryland

Any person who, with intent to defraud or knowingly facilitate a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

Minnesota

A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

New Hampshire

Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

New Jersey

Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil procedures.

New Mexico

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

New York

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Ohio

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Pennsylvania

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Tennessee

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Washington

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

**I CERTIFY THAT I HAVE READ THE FRAUD STATEMENT THAT APPLIES TO MY STATE OF RESIDENCE.
IF MY STATE OF RESIDENCE IS NOT LISTED, I CERTIFY THAT I HAVE READ THE
“ALL OTHER STATES OTHER THAN THOSE LISTED”**

Signature of Authorized Representative

Date (MM/DD/YY)



Claimant understands clicking the agreement box and typing the claimant's name constitutes an electronic signature. Electronic signatures are legal and enforceable in the same fashion as a traditional signature.