

AIRPORT LIABILITY POLICY

**ISSUED BY
W. BROWN & ASSOCIATES INSURANCE SERVICES
19000 MacArthur Blvd.
Irvine, CA 92612**

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AIRPORT LIABILITY POLICY

«company_name»

POLICY PROVISIONS

In reliance upon the Declarations made by the **Named Insured** and in consideration of the payment of the premium by the **Named Insured**, the Company agrees with the **Insured** to afford the coverages specified under Item 5 of the Declarations, subject to the Insuring Agreements, Exclusions, Definitions, Conditions and Endorsements forming part of this Policy.

INSURING AGREEMENTS

I. Coverage A - Bodily Injury or Property Damage

To pay on behalf of the **Insured** all sums which the **Insured** shall become legally obligated to pay as **damages** because of **bodily injury** or **property damage** caused by an **occurrence** and arising out of the following hazards in connection with the business of the **Named Insured** as shown in Item 4 of the Declarations.

Airport Operations Hazard

The ownership, maintenance or use of the **airport** and all operations necessary thereto, but excluding the direct operation of a Control Tower.

Products - Completed Operations Hazard

1. Goods or products manufactured, sold, handled or distributed by the **Named Insured** if the **occurrence** occurs after possession of such goods or products has been relinquished to others by the **Named Insured**.
2. Service operations of the **Named Insured** if the **occurrence** takes place after service operations have been completed or abandoned provided operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to a service or maintenance agreement.

Construction and Demolition Hazard

Structural alterations which involve changing the size of or moving buildings or other structures, new construction or demolition operations performed by or under contract with the **Named Insured** at the **airport**, and omissions and supervisory acts of the **Named Insured** in connection with such operations.

Contractual Hazard

Liability expressly assumed under a written contract or agreement provided, however, that contractual liability shall not be construed as including liability under a warranty of the fitness or quality of the **Named Insured's** products or a warranty that work performed by or on behalf of the **Named Insured** will be done in a workmanlike manner.

Non-Owned Aircraft Hazard

The use of any **aircraft** by or on behalf of the **Named Insured** providing that:

- (1) the **aircraft** is not owned in whole or in part by the **Named Insured**;
- (2) the **aircraft** is not leased by the **Named Insured**;
- (3) the **aircraft** is not subject to a lease option purchase agreement entered into by the **Named**

- Insured**; and
(4) the **aircraft** does not have more than «total seats» total seats;

II. **Coverage B - Hangarkeepers Liability**

To pay on behalf of the **Insured** all sums which the **Insured** shall become legally obligated to pay because of **property damage to aircraft** which are the property of others and in the care, custody or control of the **Named Insured** but only while such **aircraft** are not in **flight**.

III. **Defense, Settlement, Supplementary Payments**

As respects such insurance as is afforded by this Policy, the Company shall:

- a. defend any suit against the **Insured** alleging such **bodily injury** or **property damage** and seeking **damages** on account thereof, even if such suit is groundless, false or fraudulent; but the Company shall have the right to make such investigation, negotiation and settlement of any claim or **suit** as it deems expedient;
- b. pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this Policy, all premiums on appeal bonds required in any such defended **suit**, but without any obligation to apply for or furnish such bonds, all costs taxed against the **Insured** in any such **suit**, all expenses incurred by the Company, all interest accruing after entry of judgment until the Company has paid, tendered or deposited in court such part of such judgment as does not exceed the limit of the Company's liability under this Policy;
- c. pay expenses incurred by the **Insured**, in the event of **bodily injury** for such immediate medical and surgical relief to others as shall be imperative at the time of the **occurrence**;
- d. reimburse the **Insured** for all reasonable expenses (other than loss of earnings, or wages and salaries of employees of the **Insured**) incurred at the Company's request;
- e. not be obligated to pay any defense, settlement or supplementary payment as set forth herein and the Policy is null and void and no coverage is applicable if any deductible payable by the **Named Insured**, as stipulated for any coverage herein under which a claim has arisen, is not paid by the **Named Insured** upon the request of the Company.

Subject to (e) above, the Company agrees to pay the amounts incurred under this Insuring Agreement III, except settlement of claims and **suits**, in addition to the applicable limit of liability of this Policy.

IV. **Policy Period, Territory, Geographical Limits**

This Policy applies only to **occurrences** which occur during the Policy Period anywhere in the World.

EXCLUSIONS

This Policy does not apply:

- a) to any obligation for which the **Insured** or any company as his insurer may be held liable under any worker's compensation, occupational disease, disability benefit, unemployment compensation, employer's liability, United States Longshoremen's and Harbor Workers Compensation Act, The Jones Act, Federal Employers Liability Act, Defense Bases Act, or any similar act, plan or law whether state, Federal or foreign.
- b) to **bodily injury** of any employee of the **Insured** arising out of and in the course of his employment by the **Insured**;

c) to **bodily injury** or **property damage** for which the **Insured** 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.

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

d) 1) to **property damage** to property owned or occupied by or rented or leased to the **Insured**, or, except with respect to use of elevators, to property held by the **Insured** for sale or entrusted to the **Insured** for storage or safekeeping, but this exclusion does not apply to:

- i) such insurance as is afforded under Coverage B Hangarkeepers Liability;
- ii) vehicles not the property of the **Named Insured** while on the **airport**;
- iii) goods, merchandise or baggage not the property of the **Insured**, whilst in storage, safekeeping or transit if such goods, merchandise or baggage are not in the care, custody or control of the **Insured** as bailee for hire;
- iv) the **Named Insured's** liability for **property damage**, caused by fire, to structures and fixtures, if forming part thereof, which are rented or leased to the **Named Insured**, but the Company shall not pay more than «exclusion limit» each **occurrence** with respect to the Coverage afforded by this exception to Exclusion (d) 1;

2) except with respect to liability under a written sidetrack agreement or the use of elevators,

- i) to property while on premises owned by or rented to the **Insured** for the purpose of having operations performed on such property by or on behalf of the **Insured**,
- ii) to tools or equipment while being used by the **Insured** in performing his operations,
- iii) to property in the custody of the **Insured** which is to be installed, erected or used in construction by the **Insured**,
- iv) to that particular part of any property, not on premises owned by or rented to the **Insured**,
 - a) upon which operations are being performed by or on behalf of the **Insured** at the time of the **property damage** arising out of such operations or,
 - b) out of which any **property damage** arises, or
 - c) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the **Insured**;

e) to **property damage** arising out of the use of or the existence of any condition in premises alienated by the **Insured** after possession thereof has been relinquished to others by the **Insured**;

f) to the existence, maintenance, operation, use, loading or unloading of **aircraft** owned by, hired by or for, or loaned to the **Insured**, or in **flight** by or for the account of the **Insured**, but this exclusion does not apply to:

- 1) **aircraft** not owned by the **Insured** when the **Insured's** control is solely traffic control over the movement of such **aircraft**;
 - 2) Coverage A, Non-owned **Aircraft** Hazard;
- g) to **bodily injury** or **property damage** caused by any **automobile** while such **automobile** is off the **airport**, unless responding to an **aircraft** or aviation emergency;
- h) to **bodily injury** or **property damage** caused by any ships, vessels, craft, or boats owned, chartered, used or operated by or on account of the **Named Insured** except with respect to:
- 1) **occurrences** happening on the **airport** or while in response to an **aircraft** or aviation emergency off the **airport**.
 - 2) the non-owned **aircraft** hazard;
- i) with respect to restaurants operated by the **Insured** or by others trading under his name, to **bodily injury** or **property damage** arising out of goods or products manufactured, sold, handled or distributed by the **Insured** or by others trading under his name after possession of such goods or products has been relinquished to others by the **Insured** or by others trading under his name;
- j) (1) to the conduct of any air meet, contest or exhibition permitted, sponsored or participated in by the **Insured**, but this exclusion does not apply to static display of **aircraft**;
- (2) to the ownership, maintenance or use of grandstands, bleachers or observation platforms other than observation decks or promenades which are part of a permanent structure of the **airport**;
- however, parts (1) and (2) of this Exclusion may be deleted by the Company, provided thirty (30) days prior notice is given to the Company's Authorized Representatives and provided the **Named Insured** agrees to pay any additional premium and accepts any additional terms and conditions the Company may impose;
- k) to the ownership, maintenance or use of swimming pools or lodging accommodations for the general public;
- l) to **property damage** to goods or products sold, handled or distributed by the **Insured** or service operations performed by the **Insured** out of which the **occurrence** arises;
- m) to **property damage** resulting from:
- (1) a delay in or lack of performance by the **Insured** of any contract or agreement, or
 - (2) the failure of any product furnished by the **Insured** or work performed by or for the **Insured** to meet the level of performance, quality, fitness or durability warranted or represented by the **Insured**.
- but this Exclusion does not apply to **property damage** consequent thereon resulting from (2) above;
- n) to **damages** claimed for the withdrawal, inspection, repair, replacement, or loss of use of the **Insured's** products or work completed by or for the **Insured** or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- o) to **property damage** to the **Insured's** products arising out of such products or any part of such

products;

- p) to **property damage** to work performed by or on behalf of the **Insured** arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;
- q) to liability assumed by the **Insured** under any contract or agreement, but this exclusion does not apply:
 - (1) to liability that would have attached to the **Insured** even in the absence of such contract or agreement;
 - (2) to contracts or agreements for which coverage is afforded under this Policy with respect to the Contractual Hazard;
- r) under Coverage A, Contractual Hazard, to **property damage** to premises alienated by the **Insured** arising out of such premises or any part thereof.
- s) under Coverage A, Contractual Hazard, if the **Insured** or his indemnitee is an architect, engineer or surveyor, to **bodily injury** or **property damage** arising out of professional services performed by such **Insured** or indemnitee;
- t) under Coverage A, Non-Owned **Aircraft** Hazard;
 - (1) to **bodily injury** or **property damage** arising out of any products manufactured, sold, handled or distributed by the **Named Insured**;
 - (2) to **property damage** to the **aircraft** or any consequential loss arising therefrom;
 - (3) while with the knowledge and consent of the **Named Insured** the **aircraft** is operated in **flight** by a pilot who is not properly certificated and rated by FAA for the **flight** involved;
- u) this Policy is subject to the War, Hijacking and Other Perils Exclusion Clause and Noise and Pollution and Other Perils Exclusion Clause both attached to this Policy; or
- v) this Policy is subject to Nuclear Energy Liability Exclusion Clause and Radioactive Contamination Exclusion Clause both attached to this Policy.

DEFINITIONS

"Aircraft" under Coverage B means any aircraft including engines, propellers, operation and navigation instruments and radio equipment usually attached to the **aircraft** including component parts detached and not replaced by similar parts, and tools therein which are standard for the make and type of **aircraft**.

"Airport" The unqualified word **airport** means the airport(s) designated in Item 7 of the Declarations including the ways and means immediately adjoining thereto, and including other premises used by the **Named Insured** in connection with the business of the **Named Insured**.

"Annual Period of Insurance" means a period of one calendar year commencing each year on the day and hour first named in Item 3 of the Declarations.

"Automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads including any attached machinery or equipment. But **automobile** does not include **mobile equipment**.

"Bodily Injury" means bodily injury, sickness or disease, including death at any time resulting therefrom, fright, or mental anguish.

"Damages" includes damages for loss of services resulting from **bodily injury**.

"Flight" shall mean the time commencing when the **aircraft** moves forward in attempting to take off and continuing thereafter until it has completed its landing run. A rotorcraft shall be deemed to be in **flight** when the rotors are in motion.

"Insured" The unqualified word **Insured** wherever used in this Policy includes the **Named Insured** including all Boards, Commissions and Subsidiary Agencies of the **Named Insured** and all of the members, officers, servants, volunteer workers, officials and employees thereof with respect to liability arising out of activities of the **Named Insured** or activities which are performed on behalf of the **Named Insured**.

"Mobile Equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to the **airport**;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted;
 - (a) Power cranes, shovels, loaders, diggers or drills; or
 - (b) Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in 1, 2, 3 or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types;
 - (a) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (b) Cherry pickers and similar devices used to raise or lower workers;
6. Vehicles not described in 1, 2, 3 or 4 above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **automobiles**:

- (a) Equipment designed primarily for:
 - (i) Snow removal;
 - (ii) Road maintenance, but not construction or resurfacing;
 - (iii) Street cleaning;
- (b) Cherry pickers and similar devices mounted on **automobile** or truck chassis and used to raise or lower workers; and
- (c) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

"Named Insured" means the organization named in Item 1 of the Declarations of this Policy.

"Occurrence" means an accident, or a continued or repeated exposure to conditions, which results in

bodily injury or **property damage** during the Policy Period, provided such **bodily injury** or **property damage** is neither expected nor intended from the standpoint of the **Insured**. **Bodily injury** resulting from the use of reasonable force to protect persons or property shall be deemed to be not expected or intended from the standpoint of the **Insured**. All such **bodily injury** or **property damage** arising out of exposure to substantially the same general conditions shall be deemed to arise out of one **occurrence**.

"Property Damage" means:

- (1) injury to or destruction of property including the loss of use thereof at any time resulting therefrom; or
- (2) loss of use of property which has not been injured or destroyed.

"Suit" includes an arbitration proceeding to which the **Insured** is required to submit or to which the **Insured** has submitted with the Company's consent.

CONDITIONS

1. Sole Agent

For the purpose of issuing notices or instructions, for the cancellation of this Policy, or altering this Policy, or agreeing upon settlement of losses, or receiving or receipting for payment of claims, or for making premium adjustments the **Named Insured** first named in the Declarations shall be the sole and irrevocable agent of each **Insured** named hereunder.

2. Premium Adjustment (Construction and Demolition Hazard)

The deposit premium shown in Item 8 of the Declarations in respect of the Construction and Demolition Hazard shall be adjustable as follows:

Upon completion of the operations or the termination of the Policy, whichever shall first occur, the **Named Insured** shall furnish a statement to the Company of the cost of all operations performed by independent contractors.

In the event that the cost evidenced by such reports exceeds the amounts stated in Item 8 of the Declarations, the **Named Insured** agrees to pay the additional premium calculated on the basis in Item 8 of the Declarations by application of the rate per «premium_adjustment» of cost to the amount of the excess costs.

When used as a premium basis the word "cost" means the total cost of all such operations performed for the **Named Insured** by independent contractors or by the **Named Insured**, including materials used or delivered for use.

The **Named Insured** shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the Company's Authorized Representatives at the end of the Policy Period and at such time during the Policy Period as the Company's Authorized Representatives may direct.

3. Inspection and Audit

The Company or the Company's Authorized Representatives shall be permitted but not obligated to inspect the **Named Insured's** property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the **Named Insured** or others, to determine or warrant that such property or operations are safe.

The Company or the Company's Authorized Representatives may examine or audit the **Insured's** books and records at any time during the Policy period and extensions thereof and within three years

after the final termination of this Policy, as far as they relate to the subject matter of this insurance.

4. **Insured's** Duties in the Event of **Occurrence**, Claim or **Suit**

(a) In the event of an **occurrence**, written notice containing particulars sufficient to identify the **Insured** and also reasonably obtainable information with respect to the time, place and circumstance thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the **Insured** to the Company's Authorized Representatives, W. Brown & Associates Insurance Services, 19000 MacArthur Boulevard, Suite 700, Irvine, California 92612 as soon as practicable. The **Insured** shall promptly take at his expense all reasonable steps to prevent other **bodily injury** or **property damage** from arising out of the same or similar conditions, but such expense shall not be recoverable under this Policy.

It is however understood and agreed that:

- (i) Knowledge of an **occurrence** by the agent, servant or employee of the **Insured** shall not in itself constitute knowledge by the **Insured**, unless an executive officer of the **Insured** shall have received such notice from its or their agents, servant or employee.
 - (ii) The failure of any agent, servant or employee of the **insured**, other than an officer of the **Insured** to notify the Company's Authorized Representatives of any **occurrence** of which he or she has knowledge shall not invalidate the insurance afforded by this Policy as respects the **Named Insured**.
 - (iii) Where the **Insured** has reported an **occurrence** involving an accident to their compensation carrier which later develops into a claim under this Policy, failure to report such **occurrence** to the Company's Authorized Representatives at time of **occurrence** shall not be deemed in violation of the notice of **occurrence** provision shown above. However, the **Insured**, as soon as they are definitely made aware of the fact that the particular **occurrence** involves potential liability under this Policy, shall give notification of the aforesaid **occurrence** to the Company's Authorized Representatives.
- (b) If claim is made or **suit** is brought against the **Insured**, the **Insured** shall immediately forward to the Company's Authorized Representatives, every demand, notice, summons or other process received by him or his representative.
- (c) The **Insured** shall cooperate with the Company and, upon the Company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Insured** because of **bodily injury** or **property damage** with respect to which insurance is afforded under this Policy; and the **Insured** shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The **Insured** shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of the **occurrence**.

5. Limits of Liability

The limit of liability stated in the Declarations as applicable to "each **occurrence**" is the total liability of the Company for all **damages** because of all **bodily injury** and **property damage** as the result of any one **occurrence**.

With respect to such hazards and coverages which are subject to "aggregate" limits of liability, and subject to the above provision respecting "each **occurrence**" the total liability of the Company for all **damages** on account of all **occurrences** occurring during each **annual period of insurance** with respect to such hazards and coverages shall not exceed the limit stated in the Declarations as "aggregate". This "aggregate" provision shall apply separately to each hazard and coverage.

6. Deductible

Notwithstanding the Company's limit of liability stated in Condition 5, the **Named Insured** shall be responsible for the payment of the amount specified in Item 6 of the Declarations as "Deductible Amount Each **Occurrence**". As respects this provision deductibles shall include all fees and expenses incurred by the Company in settlement of such claims arising out of such **occurrences**. Notwithstanding the foregoing, in no event shall the **Named Insured** be required to pay more than the amount specified in Item 6 of the Declarations as "Aggregate Deductible" in respect of all **occurrences** arising during any one **annual period of insurance** hereunder.

Notwithstanding Insuring Agreement III (e) of the Policy, the Company may pay part or all of the "Deductible Amount Each **Occurrence**" to effect settlement of any claim and, upon notification of the action taken, the **Named Insured** shall promptly reimburse the Company for such part of the "Deductible Amount Each **Occurrence**" as has been paid by the Company.

The terms of this Policy, including those with respect to notice of **occurrence** and the Company's right to investigate, negotiate or settle any claim or suit shall apply irrespective of the application of the "Deductible Amount Each **Occurrence**".

7. Separate **Insureds**

The insurance afforded under the coverages set forth herein apply separately to each **Insured** against whom claims is made or **suit** is brought, but the inclusion herein of more than one **Insured** shall not operate to increase the applicable limit of the Company's liability.

8. Action Against Company

No suit or action on this Policy for recovery of any loss or claim shall be sustained in a court of law, or equity, unless as a condition precedent thereto, the **Insured** shall have fully complied with all the terms of this Policy, nor until the amount of the **Insured's** obligation to pay shall have been finally determined either by judgment against the **Insured** after actual trial or by written agreement of the **Insured**, the claimant and the Company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this Policy to the extent of the insurance afforded by this Policy. Nothing contained in this Policy shall give any person or organization any right to join the Company as co-defendant nor shall the Company be impleaded by the **Insured** or his legal representative in any action against the **Insured** to determine the **Insured's** liability.

Bankruptcy or insolvency of the **Insured** or of the **Insured's** estate shall not relieve the Company of any of its obligations hereunder.

9. Subrogation

If the Company becomes liable for any payment under this Policy the Company shall be subrogated, to the extent of such payment, to all the rights and remedies of the **Insured** against any party and shall be entitled at the Company's own expense to sue in the name of the **Insured**. The **Insured** shall give to the Company all such assistance in his power as the Company may require to secure their rights and remedies, and at the Company's request, shall execute all documents necessary to enable the Company effectively to bring suit in the name of the **Insured**.

10. Other Insurance

Except with respect to insurance specifically purchased by the **Insured** to apply in excess of this Policy, if there is other insurance, in the **Insured's** name or otherwise, for loss covered by this Policy, the Company shall not be liable to pay under this Policy for a greater proportion of such loss than the

applicable limit of the Company's liability, as stated in the Declarations of this Policy, bears to the total applicable limit of liability of all valid and collectible insurance.

However with respect to:

- (i) the Non-Owned **Aircraft** Hazard,
- (ii) construction projects which are the subject of specific contractors liability insurance for the benefit of the **Insured**,
- (iii) liability arising from the use of **automobiles**, and
- (iv) fire legal liability as provided for under Exclusion (d) 1 (iv),

the insurance afforded by this Policy shall be excess insurance over any such valid and collectible insurance available to the **Insured** against a loss covered thereunder.

11. Changes

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this Policy or estop the Company from asserting any rights under the terms of this Policy; nor shall the terms of this Policy be waived or changed, except by endorsement issued to form a part hereof signed by the Company's Authorized Representatives.

12. Assignment

Assignment of interest under this Policy shall not bind the Company until its consent is endorsed hereon by the Company's Authorized Representatives.

13. Cancellation

This Policy may be cancelled by the **Named Insured** by surrender thereof or by mailing to the Company's Authorized Representatives written notice stating when thereafter the cancellation shall be effective. This Policy may be cancelled by the Company or the Company's Authorized Representatives by mailing to the **Named Insured** at the address shown in this Policy written notice stating when not less than 30 days (10 days for nonpayment of premium) thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the Policy period. Delivery of such written notice either by the **Named Insured**, the Company or the Company's Authorized Representatives shall be equivalent to mailing.

If the **Named Insured** cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company or the Company's Authorized Representatives cancel, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

14. Immunity Waiver

It is agreed that to the extent legally possible, the Company will not avail itself of the defense that the **Insured** is not liable because of the performance of governmental functions, unless requested by the **Named Insured**.

15. Fraud or Misrepresentation

This Policy shall be void if the **Named Insured** has concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof or in case of any fraud, attempted fraud

or false swearing by the **Named Insured** touching any matter relating to this insurance or the subject thereof, whether before or after a loss.

16. Declarations

By acceptance of this Policy the **Named Insured** affirms that the statements in the Declarations are his agreements and representations and the **Named Insured** acknowledges that this Policy is issued in reliance upon the truth of such representations and that this Policy embodies all agreements existing between himself and the Company, or any of their agents relating to this insurance.

17. Inadvertent Failure to Report

Notwithstanding any other provisions of this Policy, inadvertent errors or omissions and/or failure in furnishing information, notification or reports required hereunder shall not prejudice the protection hereunder afforded, but shall be corrected as soon as discovered.