

OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

COVERAGE FOR DESIGNATED PREMISES AND RELATED OPERATIONS IN PROGRESS OTHER THAN STRUCTURAL ALTERATIONS, NEW CONSTRUCTION AND DEMOLITION

(Continued)

I. COVERAGE A—BODILY INJURY LIABILITY

COVERAGE B—PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the *insured* all sums which the *insured* shall become legally obligated to pay as damages because of

Coverage A. *bodily injury* or

Coverage B. *property damage*

to which this insurance applies, caused by an *occurrence* and arising out of the ownership, maintenance or use of the *insured premises* and all operations necessary or incidental thereto, and the company shall have the right and duty to defend any suit against the *insured* seeking damages on account of such *bodily injury* or *property damage*, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

(a) to liability assumed by the *insured* under any contract or agreement except an *incidental contract*; but with respect to *bodily injury* or *property damage* occurring while work performed by the *named insured* is in progress, this exclusion does not apply to a warranty that such work will be done in a workmanlike manner;

(b) to *bodily injury* or *property damage* arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) any *automobile* or aircraft owned or operated by or rented or loaned to the *named insured*, or

(2) any other *automobile* or aircraft operated by any person in the course of his employment by the *named insured*;

but this exclusion does not apply to the parking of an *automobile* on *insured premises*, if such *automobile* is not owned by or rented or loaned to the *named insured*;

(c) to *bodily injury* or *property damage* arising out of and in the course of the transportation of *mobile equipment* by an *automobile* owned or operated by or rented or loaned to the *named insured*;

(d) to *bodily injury* or *property damage* arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft, if the *bodily injury* or *property damage* occurs away from the *insured premises*, but this exclusion does not apply to liability assumed by the *insured* under an *incidental contract*;

(e) to *bodily injury* or *property damage* due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to

(1) liability assumed by the *insured* under an *incidental contract*, or

(2) expenses for first aid under the Supplementary Payments provision;

(f) to *bodily injury* or *property damage* for which the *insured* or his indemnitee may be held liable, as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or as an owner or lessor of premises used for such purposes, by reason of the selling, serving or giving of any alcoholic beverage

(1) in violation of any statute, ordinance or regulation,

(2) to a minor,

(3) to a person under the influence of alcohol, or

(4) which causes or contributes to the intoxication of any person;

(g) to any obligation for which the *insured* or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(h) to *bodily injury* to any employee of the *insured* arising out of and in the course of his employment by the *insured*; but this exclusion does not apply to liability assumed by the *insured* under an *incidental contract*;

(i) to *property damage* to

(1) property owned or occupied by or rented to the *insured*,

(2) property used by the *insured*, or

(3) property in the care, custody or control of the *insured* or as to which the *insured* is for any purpose exercising physical control;

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to *property damage* (other than to *elevators*) arising out of the use of an *elevator* at the *insured premises*;

(j) to *property damage* to premises alienated by the *named insured* arising out of such premises or any part thereof;

(k) to *property damage* to the *named insured's* products arising out of such products or any part of such products;

(l) to *property damage* to work performed by or on behalf of the *named insured* arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(m) to *bodily injury* or *property damage* included within the *completed operations hazard* or the *products hazard*;

(n) to *bodily injury* or *property damage* arising out of operations on or from premises (other than the *insured premises*) owned by, rented to or controlled by the *named insured*, or to liability assumed by the *insured* under any contract or agreement relating to such premises;

(o) to *bodily injury* or *property damage* arising out of structural alterations which involve changing the size of or moving buildings or other structures, new construction or demolition operations performed by or on behalf of the *named insured*.

II. PERSONS INSURED

Each of the following is an *insured* under this insurance to the extent set forth below:

(a) if the *named insured* is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor;

(b) if the *named insured* is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the *named insured* is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(d) any person (other than an employee of the *named insured*) or organization while acting as real estate manager for the *named insured*; and

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COVERAGE FOR DESIGNATED PREMISES AND RELATED OPERATIONS IN PROGRESS OTHER THAN STRUCTURAL ALTERATIONS, NEW CONSTRUCTION AND DEMOLITION

(Continued)

- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of *mobile equipment* registered under any motor vehicle registration law,
- (i) an employee of the *named insured* while operating any such equipment in the course of his employment, and
- (ii) any other person while operating with the permission of the *named insured* any such equipment registered in the name of the *named insured* and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization:

provided that no person or organization shall be an *insured* under this paragraph (e) with respect to:

- (1) *bodily injury* to any fellow employee of such person injured in the course of his employment, or
- (2) *property damage* to property owned by, rented to, in charge of or occupied by the *named insured* or the employer of any person described in subparagraph (ii).

This insurance does not apply to *bodily injury* or *property damage* arising out of the conduct of any partnership or joint venture of which the *insured* is a partner or member and which is not designated in this policy as a *named insured*.

III. LIMITS OF LIABILITY

Regardless of the number of (1) *insureds* under this policy, (2) persons or organizations who sustain *bodily injury* or *property damage*, or (3) claims made or suits brought on account of *bodily injury* or *property damage*, the company's liability is limited as follows:

Coverage A—The limit of *bodily injury* liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all *damages* because of *bodily injury* sustained by one person as the result of any one *occurrence*; but subject to the above provision respecting "each person", the total liability of the company for all *damages* because of *bodily injury* sustained by two or more persons as the result of any one *occurrence* shall not exceed the limit of *bodily injury* liability stated in the schedule as applicable to "each *occurrence*".

Coverage B—The total liability of the company for all *damages* because of all *property damage* sustained by one or more persons or organizations as the result of any one *occurrence* shall not exceed the limit of *property damage* liability stated in the schedule as applicable to "each *occurrence*".

Coverages A and B—For the purpose of determining the limit of the company's liability, all *bodily injury* and *property damage* arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one *occurrence*.

IV. ADDITIONAL DEFINITION

When used in reference to this insurance (including endorsements forming a part of the policy):

"*insured premises*" means (1) the premises designated in the declarations, (2) premises alienated by the *named insured* (other than premises constructed for sale by the *named insured*), if possession has been relinquished to others, and (3) premises as to which the *named insured* acquires ownership or control and reports his intention to insure such premises under this policy and no other within 30 days after such acquisition; and includes the ways immediately adjoining such premises on land.

V. POLICY PERIOD; TERRITORY

This insurance applies only to *bodily injury* or *property damage* which occurs during the policy period within the *policy territory*.

ADDITIONAL INSURED

Club members - civic, fraternal, luncheon, service or social

Named Insured and Address

This endorsement forms a part of Policy No. 02 OLT 426199 issued by THE HARTFORD INSURANCE GROUP company designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date 5/13/70 12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE

OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

It is agreed that:

1. The "Persons Insured" provision is amended to include as an insured any member of the named insured but only with respect to his liability for activities of the named insured or activities performed by such member on behalf of the named insured.
2. The insurance does not apply to bodily injury or property damage arising out of
 - (a) activities conducted by the named insured to which the public is admitted if an admission fee is charged by the named insured;
 - (b) the use of buildings or premises, other than the offices, owned by or rented to the named insured, except premises hired or rented only for specified days for meeting purposes; or
 - (c) the use of premises occupied by the named insured for purposes other than meetings of members and guests.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company shall constitute valid countersignature of this endorsement.



THE HARTFORD
INSURANCE GROUP
HARTFORD, CONNECTICUT

Countersigned by V. F. McNEIL & CO., INC.
Authorized Agent

1. This Declaration — Coverage Part, with GENERAL POLICY PROVISIONS to form a part thereof, completes the below numbered Casualty Insurance Policy.



Co. Code 1 Hartford Fire Insurance Company
 5 Hartford Accident and Indemnity Company
 3 Citizens Insurance Company of New Jersey

Co. Code 6 New York Underwriters Insurance Company
 7 Twin City Fire Insurance Company

The INSURER shall be as named in the General Policy Provisions and as designated herein by Co. Code:

Co. Code **5**

DECLARATIONS

Previous Policy No.

New

Items

1. Named Insured and Address

The named insured is: Individual Partnership Corporation
 Joint Venture Other Club

2. Policy Period

From 5/13/69 to 5/13/70

POLICY NO. **02 OLT 414012**

The Off Soundings Club, Inc.
 c/o John E. English
 First New Haven National Bank
 1 Church St.
 New Haven, Conn.

12:01 A. M., standard time at the address of the named insured as stated herein.

Audit Period: Annual, unless otherwise stated. Semi-Annual
 Quarterly
 Monthly

V. F. McNeil & Co., Inc. 020235

3. The advance premium for this policy is as stated below. Insurance is afforded by the Coverage Parts forming a part hereof, subject to such limits of liability as are stated therein and subject to all the terms of the policy having reference thereto.

SUMMARY OF ADVANCE PREMIUMS

COVERAGE PARTS	ADVANCE PREMIUM
Owners', Landlords' and Tenants' Liability Insurance	\$ 80.00
4. Form Numbers of Coverage Parts and endorsements not listed on Coverage Parts forming part of Policy at issue: <u>GS-79</u>	TOTAL ADVANCE PREMIUMS \$ 80.00
5. If Policy Period more than one year: Gross Premium \$ _____ Discount \$ _____ Net Premium \$ _____	
Premium is payable: On effective date of Policy \$ _____ 1st Anniversary \$ _____ 2nd Anniversary \$ _____	

OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE COVERAGE PART AND SCHEDULE

The insurance afforded is only with respect to such of the following coverages as are indicated by specific premium charge or charges. The limit of the company's liability against each such coverage shall be as stated herein, subject to all the terms of this policy having reference thereto.

Coverages	Advance Premiums	Limits of Liability
A -- Bodily Injury Liability	\$ 68.00	\$ 100,000 each person \$ 300,000 each occurrence
B -- Property Damage Liability	\$ 12.00	\$ 25,000 each occurrence

RATING CLASSIFICATIONS

Entries herein, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.

Premises — Operations — Elevators (Designate insured premises by entering address).

Clubs-Civic, Fraternal, Luncheon, Service or Social-no buildings or premises owned or leased except for office purposes

Code No.	Premium Bases	Rates		Advance Premiums	
		B. I.	P. D.	B. I.	P. D.
0791	(a) Area (Sq. Ft.) (b) Frontage (c) Number Insured	(a) Per 100 Sq. Ft. of Area (b) Per Linear Foot (c) Per Elevator			
	No. Members	Per Member			
	530	.129	.023	68.00	12.00
				TOTAL 68.00	12.00

The conditions and provisions printed on pages OLT-2 and OLT-3 of this form are hereby referred to and made a part hereof.

Countersigned by F. J. Rutterford

of **V. F. McNEIL & CO., INC.** Authorized Agent

OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE

COVERAGE FOR DESIGNATED PREMISES AND RELATED OPERATIONS IN PROGRESS OTHER THAN STRUCTURAL ALTERATIONS, NEW CONSTRUCTION AND DEMOLITION

(Continued)

I. COVERAGE A—BODILY INJURY LIABILITY

COVERAGE B—PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the *insured* all sums which the *insured* shall become legally obligated to pay as *damages* because of

Coverage A. *bodily injury* or

Coverage B. *property damage*

to which this insurance applies, caused by an *occurrence* and arising out of the ownership, maintenance or use of the *insured premises* and all operations necessary or incidental thereto, and the company shall have the right and duty to defend any suit against the *insured* seeking *damages* on account of such *bodily injury* or *property damage*, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This insurance does not apply:

(a) to liability assumed by the *insured* under any contract or agreement except an *incidental contract*; but with respect to *bodily injury* or *property damage* occurring while work performed by the *named insured* is in progress, this exclusion does not apply to a warranty that such work will be done in a workmanlike manner;

(b) to *bodily injury* or *property damage* arising out of the ownership, maintenance, operation, use, loading or unloading of

(1) any *automobile* or aircraft owned or operated by or rented or loaned to the *named insured*, or

(2) any other *automobile* or aircraft operated by any person in the course of his employment by the *named insured*;

but this exclusion does not apply to the parking of an *automobile* on *insured premises*, if such *automobile* is not owned by or rented or loaned to the *named insured*;

(c) to *bodily injury* or *property damage* arising out of and in the course of the transportation of *mobile equipment* by an *automobile* owned or operated by or rented or loaned to the *named insured*;

(d) to *bodily injury* or *property damage* arising out of the ownership, maintenance, operation, use, loading or unloading of any watercraft, if the *bodily injury* or *property damage* occurs away from the *insured premises*, but this exclusion does not apply to liability assumed by the *insured* under an *incidental contract*;

(e) to *bodily injury* or *property damage* due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to

(1) liability assumed by the *insured* under an *incidental contract*, or

(2) expenses for first aid under the Supplementary Payments provision;

(f) to *bodily injury* or *property damage* for which the *insured* or his indemnitee may be held liable, as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or as an owner or lessor of premises used for such purposes, by reason of the selling, serving or giving of any alcoholic beverage

(1) in violation of any statute, ordinance or regulation,

(2) to a minor,

(3) to a person under the influence of alcohol, or

(4) which causes or contributes to the intoxication of any person;

(g) to any obligation for which the *insured* or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

(h) to *bodily injury* to any employee of the *insured* arising out of and in the course of his employment by the *insured*; but this exclusion does not apply to liability assumed by the *insured* under an *incidental contract*;

(i) to *property damage* to

(1) property owned or occupied by or rented to the *insured*,

(2) property used by the *insured*, or

(3) property in the care, custody or control of the *insured* or as to which the *insured* is for any purpose exercising physical control;

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to *property damage* (other than to *elevators*) arising out of the use of an *elevator* at the *insured premises*;

(j) to *property damage* to premises alienated by the *named insured* arising out of such premises or any part thereof;

(k) to *property damage* to the *named insured's products* arising out of such products or any part of such products;

(l) to *property damage* to work performed by or on behalf of the *named insured* arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(m) to *bodily injury* or *property damage* included within the *completed operations hazard* or the *products hazard*;

(n) to *bodily injury* or *property damage* arising out of operations on or from premises (other than the *insured premises*) owned by, rented to or controlled by the *named insured*, or to liability assumed by the *insured* under any contract or agreement relating to such premises;

(o) to *bodily injury* or *property damage* arising out of structural alterations which involve changing the size of or moving buildings or other structures, new construction or demolition operations performed by or on behalf of the *named insured*.

II. PERSONS INSURED

Each of the following is an *insured* under this insurance to the extent set forth below:

(a) if the *named insured* is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor;

(b) if the *named insured* is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the *named insured* is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or, stockholder thereof while acting within the scope of his duties as such;

(d) any person (other than an employee of the *named insured*) or organization while acting as real estate manager for the *named insured*; and

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COVERAGE FOR DESIGNATED PREMISES AND RELATED OPERATIONS IN PROGRESS OTHER THAN STRUCTURAL ALTERATIONS, NEW CONSTRUCTION AND DEMOLITION

(Continued)

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of *mobile equipment* registered under any motor vehicle registration law,

(i) an employee of the *named insured* while operating any such equipment in the course of his employment, and

(ii) any other person while operating with the permission of the *named insured* any such equipment registered in the name of the *named insured* and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization:

provided that no person or organization shall be an *insured* under this paragraph (e) with respect to:

(1) *bodily injury* to any fellow employee of such person injured in the course of his employment, or

(2) *property damage* to property owned by, rented to, in charge of or occupied by the *named insured* or the employer of any person described in subparagraph (ii).

This insurance does not apply to *bodily injury* or *property damage* arising out of the conduct of any partnership or joint venture of which the *insured* is a partner or member and which is not designated in this policy as a *named insured*.

III. LIMITS OF LIABILITY

Regardless of the number of (1) *insureds* under this policy, (2) persons or organizations who sustain *bodily injury* or *property damage*, or (3) claims made or suits brought on account of *bodily injury* or *property damage*, the company's liability is limited as follows:

Coverage A—The limit of *bodily injury* liability stated in the schedule as applicable to "each person" is the limit of the company's liability for all *damages* because of *bodily injury* sustained by one person as the result of any one *occurrence*; but subject to the above provision respecting "each person", the total liability of the company for all *damages* because of *bodily injury* sustained by two or more persons as the result of any one *occurrence* shall not exceed the limit of *bodily injury* liability stated in the schedule as applicable to "each *occurrence*".

Coverage B—The total liability of the company for all *damages* because of all *property damage* sustained by one or more persons or organizations as the result of any one *occurrence* shall not exceed the limit of *property damage* liability stated in the schedule as applicable to "each *occurrence*".

Coverages A and B—For the purpose of determining the limit of the company's liability, all *bodily injury* and *property damage* arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one *occurrence*.

IV. ADDITIONAL DEFINITION

When used in reference to this insurance (including endorsements forming a part of the policy):

"*insured premises*" means (1) the premises designated in the declarations, (2) premises alienated by the *named insured* (other than premises constructed for sale by the *named insured*), if possession has been relinquished to others, and (3) premises as to which the *named insured* acquires ownership or control and reports his intention to insure such premises under this policy and no other within 30 days after such acquisition; and includes the ways immediately adjoining such premises on land.

V. POLICY PERIOD; TERRITORY

This insurance applies only to *bodily injury* or *property damage* which occurs during the policy period within the *policy territory*.

ADDITIONAL INSURED
Club Members- Civic, Fraternal, Luncheon, Service or Social

Named Insured and Address

This endorsement forms a part of Policy No. 02 OLT 414012 issued by THE HARTFORD INSURANCE GROUP company or companies designated therein, and takes effect as of the effective date of said policy unless another effective date is stated herein.

Effective date 12:01 A. M., standard time at the address of the *named insured* as stated herein.

This endorsement modifies such insurance as is afforded by the provisions of the policy relating to the following:

COMPREHENSIVE GENERAL LIABILITY INSURANCE
OWNERS' LANDLORDS' AND TENANTS' LIABILITY INSURANCE

It is agreed that:

1. The "Persons Insured" provision is amended to include as an insured any member of the named insured but only with respect to his liability for activities of the named insured or activities performed by such member on behalf of the named insured.
2. The insurance does not apply to bodily injury or property damage arising out of
 - (a) activities conducted by the named insured to which the public is admitted if an admission fee is charged by the named insured;
 - (b) the use of buildings or premises, other than offices, owned by or rented to the named insured, except premises hired or rented only for specified days for meeting purposes; or
 - (c) the use of premises occupied by the named insured for purposes other than meetings of members and guests.

Nothing herein contained shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

This endorsement shall not be binding unless countersigned by a duly authorized agent of the company or companies; provided that if this endorsement takes effect as of the effective date of the policy and, at issue of said policy, forms a part thereof, countersignature on the declarations page of said policy by a duly authorized agent of the company or companies shall constitute valid countersignature of this endorsement.



THE HARTFORD
INSURANCE GROUP
HARTFORD, CONNECTICUT

Hartford Fire Insurance Company
Hartford Accident and Indemnity Company
Citizens Insurance Company of New Jersey

New York Underwriters Insurance Company
Twin City Fire Insurance Company

Countersigned by V. F. McNEIL & CO., INC.
Authorized Agent