



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/09/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |  |                                      |
|---|--|--------------------------------------|
| <b>PRODUCER</b><br>Brown & Brown Insurance Services of California, Inc<br>License #0D04053<br>1001 Mark Avenue, Suite 201<br>Carpinteria CA 93013 | <b>CONTACT NAME:</b> Philip Gajic<br><b>PHONE (A/C, No, Ext):</b> (805) 965-0071<br><b>E-MAIL ADDRESS:</b> Philip.Gajic@bbrown.com | <b>FAX (A/C, No):</b> (805) 690-3200 |
|   | <b>INSURER(S) AFFORDING COVERAGE</b>   |                                      |
| <b>INSURED</b><br>Aqua Star Pool Products Inc<br>2340 Palma Drive, #104<br>Ventura CA 93003   | <b>INSURER A:</b> Regent Insurance Company   | <b>NAIC #</b> 24449A                 |
|   | <b>INSURER B:</b> Technology Insurance Company, Inc.   | 42376                                |
|   | <b>INSURER C:</b> The Insurance Company of the State of Pennsylvania   | 19429                                |
|   | <b>INSURER D:</b>  |                                      |
|   | <b>INSURER E:</b>  |                                      |
|   | <b>INSURER F:</b>  |                                      |

**COVERAGES**

CERTIFICATE NUMBER: 22-23 GL, UMB

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD                                    | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|--|----------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>OCIP Exclusion applies<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |  |          | BGL000194601  | 03/01/2022              | 03/01/2023              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  |  |          |               |                         |                         |   |
| A        | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$   |  |          | BUM000590402  | 03/01/2022              | 03/01/2023              | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br><input checked="" type="checkbox"/> Y | N/A      | TWC4086299    | 04/07/2022              | 04/07/2023              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                 |
| C        | Foreign Liability  |  |          | WS11016372    | 03/01/2022              | 03/01/2023              | Each Claim 1,000,000<br>Aggregate 2,000,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance Only.

**CERTIFICATE HOLDER****CANCELLATION**

|  |  |
|--|--|
| Florida Swimming Pool Association<br>2555 Porter Lake Drive<br>Suite #106<br>Sarasota FL 34240 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--|--|

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

## **CONTRACTORS BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. WHO IS AN INSURED (Section II)** is amended to include as an insured any person or organization (called additional insured) whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
  2. Executed prior to the "bodily injury", "property damage" or "personal and advertising injury".
- B.** The insurance provided to the additional insured is limited as follows:
1. That person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part, by:
    - a. Your acts or omissions; or
    - b. The acts or omissions of those acting on your behalf.in the performance of your operations for the additional insured.
  2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
  3. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under **DEFINITIONS (SECTION V)** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
  4. The insurance provided to the additional insured does not apply to:  
"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - a. The preparing, approving, or failure to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - b. Supervisory, inspection, architectural or engineering activities.
  5. We have no duty to defend or indemnify an additional insured under this endorsement:
    - a. For any liability due to negligence attributable to any person or entity other than you or those acting on your behalf in the performance of your operations for the additional insured.
    - b. For any loss which occurs prior to our named insured commencing operations at the location of the loss.
    - c. Until we receive written notice of a claim or "suit" from the additional insured as required in the **Duties In The Event of Occurrence, Offense Claim or Suit Condition**.
- C.** As respects the coverage provided under this endorsement, the **COMMERCIAL GENERAL LIABILITY CONDITIONS (SECTION IV)** are amended as follows:
1. The following is added to the **Duties In The Event of Occurrence, Offense, Claim or Suit Condition**:  
An additional insured under this endorsement will as soon as practicable:

- (1) Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
- (2) Agree to trigger or activate any other insurance which the additional insured has, which is primary, for a loss we cover under this Coverage Part by tendering the defense to the insurers of all such other insurance.

2. As respects the coverage provided under this endorsement, Paragraph **4.b.** of the Other Insurance Condition is deleted and replaced by the following:

**4. Other Insurance**

**b. Excess Insurance**

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless the written contract or agreement described in **A.** above specifically requires that this insurance be provided on either a primary basis or a primary and noncontributory basis.