



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/17/2023

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).

PRODUCER Modern Reign Insurance Brokers 27201 Puerta Real Suite 130 Mission Viejo CA 92691 License#: 6001386 BLUEIND-01	CONTACT NAME: Zach Brown PHONE (A/C No. Ext): 949-505-5175 E-MAIL ADDRESS: zbrown@modernreign.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Blue-White Industries Ltd. 5300 Business Drive Huntington Beach CA 92649	INSURER A: Hartford Fire Insurance Company		19682
	INSURER B: The Hartford Casualty Insurance Co.		29424
	INSURER C: Navigators Specialty Insurance Company		36056
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 725878404

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
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Ded/Retention: 0	Y		CH22NP3Z0AYKSIC	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			72 UUN ZD3728	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CH22NP3Z0AYKSIC	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	72HIPZD3728	4/1/2022	4/1/2023	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Aquatics Trade Show- Everything Under The Sun
 Certificate holder is included as additional per the attached General Liability endorsement.

CERTIFICATE HOLDER

Florida Swimming Pool Association
 2555 Porter Lake Drive
 Suite 106
 Sarasota FL 34240

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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14. Reckless Disregard

your reckless disregard for the security of **personally identifying information** or **personally sensitive information** in your care, custody or control.

SECTION II. WHO IS AN INSURED

In addition to the named insured(s) listed in Item 1. of the Declarations, or any named insured(s) added to this policy by endorsement, where applicable and to the extent outlined herein, the following person(s), entity(ies), or organization(s) are an insured under this policy:

1. If you are designated in the Declarations as:
 - a. an individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. a partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. a limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. an organization other than a partnership, joint venture or limited liability company, you are an insured. Your **executive officers** and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders; or
 - e. a trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

Any reference throughout this policy to a spouse(s) includes a person(s) who is/are a party to a civil union as defined by any applicable state or federal law.

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

(1) bodily injury or personal and advertising injury:

- (a) to you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company);
- (b) for which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) immediately above; or
- (c) arising out of the providing or failing to provide professional health care services, except with respect to any incidental health care services provided by a physician, dentist, nurse, emergency medical technician or paramedic employed by you to provide such services, provided you are not engaged in the business of providing such services.

(2) property damage or environmental damage to property:

- (a) owned, occupied or used by, or
- (b) rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by,

you, any of your **employees, volunteer workers**, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. any person (other than your **employee** or **volunteer worker**), or any organization while acting as your real estate manager.
- c. any person or organization having proper temporary custody of your property if you die, but only with respect to liability arising out of the maintenance or use of that property and only until your legal representative has been appointed.
- d. your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
- e. any subsidiary, associated, affiliated or allied company or corporation, including subsidiaries thereof, of which you have at least 50% ownership interest as of the **inception date**.

3. Any person or organization, other than a third party carrier, with whom you agreed in a written contract, written agreement or a permit to include as an insured, but only with respect to **bodily injury, property damage, environmental damage, or emergency cleanup costs** caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf, arising out of your operations, **your work**, equipment or premises leased, rented or owned by you, or **your products** which are distributed or sold in the regular course of a vendor's business, however:

- a. A vendor is not an insured with respect to **bodily injury, property damage, environmental damage, emergency cleanup costs**, or other injury or damage arising out of:
 - (1) the assumption of liability by the vendor in a contract or agreement except for any such damages that the vendor would have in the absence of the contract or agreement;
 - (2) any express warranty unauthorized by you;
 - (3) any physical or chemical change in the product made intentionally by the vendor;
 - (4) repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) any failure to make inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (6) any demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) the sole negligence of the vendor for its own acts or omissions or those of its **employees** or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) the exceptions contained in sub-paragraphs (4) or (6) above; or
 - (b) such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- b. A manager or lessor of premises, a lessor of leased equipment, or a mortgagee, assignee, or receiver is not an insured with respect to **bodily injury, property damage, environmental damage, emergency cleanup costs**, or any other injury or damage arising out of:

- (1) any occurrence which takes place after the equipment lease expires or you cease to be a tenant;
 - (2) structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor of premises, or mortgagee, assignee, or receiver; or
 - (3) the sole negligence of the manager or lessor of premises, lessor of leased equipment, or mortgagee, assignee, or receiver, for its own acts or omissions or those of its **employees** or anyone else acting on its behalf.
4. Solely with respect to **Coverage Part 1.E. Employee Benefits Liability**, paragraph 2. above is deleted in its entirety and replaced by the following:
- a. Each of the following is also an insured:
 - (1) each of your **employees** who is or was authorized to administer your **employee benefit program**.
 - (2) any persons, organizations or **employees** having proper temporary authorization to administer your **employee benefit program** if you die, but only until your legal representative is appointed.
 - (3) your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.
5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the **policy period**, whichever is earlier;
 - b. you are required to provide written notification to us within 180 days after the date of such acquisition or formation or before the end of the **policy period**, whichever is earlier;
 - c. if, in our sole discretion, we determine additional premium is to be charged, such additional premium will be determined by the rates utilized on the **inception date** of this policy and you are responsible to pay the additional premium when due;
 - d. coverage under this policy does not apply to **bodily injury, property damage, environmental damage, crisis management event or loss** that occurred, or any **pollution incident** that commenced, before you acquired or formed the organization;
 - e. **Coverage Part 1.B. Personal and Advertising Injury** does not apply to **personal and advertising injury** arising out of an offense committed before you acquired or formed the organization;
 - f. **Coverage Part 1.E. Employee Benefits Liability** does not apply to any negligent act, error or omission of the insured that took place or was committed before you acquired or formed the organization; and
 - g. **Coverage Part 1.G. Product Recall Expense** does not apply to **product recall expense** arising out of a **product recall** that occurred before you acquired or formed the organization.
6. Any person or organization that has at least a 50% controlling interest in you but only with respect to **bodily injury, property damage, environmental damage, or personal and advertising injury** arising solely out of their financial control of you.

No person, organization or entity is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company unless a current or past partnership, joint venture or limited liability company qualifies as an insured in paragraphs 1. through 6. above.

SECTION III. LIMITS OF LIABILITY

1. The Limits of Liability shown in the Declarations and the rules below fix the most we will pay regardless of the number of: