



January 13, 2022

**RE: Binder Confirmation of Professional Lines Liability Insurance Coverage for Caribbean Coastal Ocean Observing System, Inc. dba CARICOOS, Inc.**

Dear

We are pleased to provide the following Binder for insurance being offered with **certain Underwriters at Lloyd's, London**. This Binder is provided on a **Non-Admitted** basis in the state of **Puerto Rico**.

<b>Certificate of Insurance Number HPL21-0745</b>	
<p><b>Insured:</b> Caribbean Coastal Ocean Observing System, Inc. dba CARICOOS, Inc. <b>Address:</b> Road 108, KM 1.0, Bo. Miradero Mayaguez, PR 00680 United States</p> <p><b>Inception Date:</b> January 19, 2022 <b>Expiry Date:</b> January 19, 2023 <b>Retroactive Date:</b> January 19, 2017 <b>Insurer:</b> certain Underwriters at Lloyd's, London</p> <p><b>Currency:</b> USD <b>Limit of Liability:</b> \$1,000,000 Each Claim and in the Aggregate, including defense expenses <b>Deductible:</b> \$5,000 Each Claim, including defense expenses</p>	<p><b>100% Premium:</b> \$5,650.00 <b>Order Hereon:</b> 100% <b>Premium Hereon:</b> \$5,650.00</p> <p><b>Min. Earned Premium:</b> 25%</p>
<p><b>Professional Services:</b> Oceanography services for others for a fee.</p> <p><b>Applicable Forms:</b> Please see attached Schedule of Forms Subjectivities: • Subject to receipt of completed Surplus Lines Compliance Form by February 18, 2022</p> <p><b>Warranties:</b> • The Assureds shall obtain and maintain general liability coverage with limits equal to or greater than the limit of this policy from an "A" rated (Best's) insurer.</p> <p><b>Notes:</b> • This policy will be issued through a non-admitted insurer. We are an agent of the surplus lines insurer and advise you, the broker, that compliance with applicable laws, payment of taxes, etc., is your responsibility.</p>	

# Schedule of Forms

**Date:** January 19, 2022

**Named Insured:** Caribbean Coastal Ocean Observing System, Inc. dba CARICOOS, Inc.

**Certificate of Insurance Number:** HPL21-0745

## Lloyd's of London

### Form

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- (NMA2868) SLC-3 Surplus Lines Certificates
- (HTC-Dec001) Declarations Page
- (HTC-SchdForms) Schedule of Forms
- (IL P 001 01 04) OFAC Advisory Notice to Policyholders
- (HTC-Policy24817) Professional Liability Insurance Policy for Technical Consultants
- Endorsement #1 : (LMA3037a) Lloyd's Attestation Clause Endorsement
- Endorsement #2 : (HTC-Endt050) Lloyd's Binding Authority Security Endorsement
- Endorsement #3 : (NMA1256) Nuclear Incident Exclusion Clause - Liability - Direct (Broad)
- Endorsement #4 : (NMA1477) Radioactive Contamination Exclusion Clause - Liability - Direct
- Endorsement #5 : (LSW1001) Several Liability Clause
- Endorsement #6 : (NMA2918) War and Terrorism Exclusion Endorsement
- Endorsement #7 : (HTC-Endt013) Asbestos Exclusion
- Endorsement #8 : (HTC-Endt039) Mold Exclusion
- Endorsement #9 : (LMA5496) US Professional Indemnity - Cyber Exclusion



AIG Insurance Company - Puerto Rico  
D&O &/or Employment Practices Liability – Not for Profit  
25-1003900-3



INVOICE

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**Named Insured & Mailing Address**

CARIBBEAN COASTAL OCEAN OBSERVING SYSTEM INC.  
P O BOX 3446  
LAJAS PR 00667-

**Producer Name (Code) & Mailing Address**

AEGIS INTERNATIONAL INSURANCE CORP.  
VILLA CAPARRA  
#243, STATE ROAD #2  
GUAYNABO PR 00966-1915

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**Description Kind of Insurance**

D&O &/or Employment Practices Liability – Not for Profit

**Policy No.**

25-1003900-3

**Policy Period**

From January 11, 2022 To January 11, 2023 12:01 AM Standard Time at the insured's premise.

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TrN	Description	Premium	Assessment Fees	Total Premium
1	RENEWAL	\$4,800	\$29	\$4,829
Totals :		\$4,800		\$4,829

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\* The Assessment Fee is imposed in order to recover the amounts previously paid to the Puerto Rico Property and Casualty Insurance Guaranty Association by AIG Insurance Company – Puerto Rico as per Official Mandatory Endorsement issued pursuant to section 38.160 of the Insurance Code of Puerto Rico.

Ave. Muñoz Rivera 250, Hato Rey, Puerto Rico 00918  
PO Box 10181, San Juan, Puerto Rico 00908-1181  
Tel. (787) 767-6400 – www.aig.com



# MULTINATIONAL INSURANCE COMPANY

510 AVE. MUNOZ RIVERA, HATO REY, PR 00919

## COMMON POLICY DECLARATIONS

QUOTATION

QUOTE NO: 88-CP-000144971-0

**ACCOUNT NUMBER:  
NAMED INSURED AND MAILING ADDRESS**

CARIBBEAN COASTAL OCEAN OBSERVING SYSTEM  
INC.  
PO BOX 3446  
LAJAS, PR 00667

**AGENCY AND MAILING ADDRESS 70**

REBORN AGENCY, INC  
P.O. BOX 194076  
SAN JUAN, PR 00936-4076

**POLICY PERIOD:** FROM 07/14/2021 TO 07/14/2022 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

**THE NAMED INSURED IS:** Corporation

**BUSINESS DESCRIPTION:**

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

**THIS POLICY CONSISTS OF THE COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.**

		<b>PREMIUM</b>
COMMERCIAL PROPERTY	\$	
COMMERCIAL GENERAL LIABILITY	\$	750
COMMERCIAL CRIME AND FIDELITY	\$	
COMMERCIAL INLAND MARINE	\$	
	ESTIMATED PREMIUM \$	750
	POLICY PREMIUM \$	750

**FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS**

See Forms Schedule

**NOTE: IF NO ENTRY APPEARS ON THE ABOVE ENDORSEMENTS, INFORMATION REQUIRED TO COMPLETE THE FORM WILL BE SHOWN ON THE SUPPLEMENTAL FORM DECLARATION IMMEDIATELY FOLLOWING THE APPLICABLE ENDORSEMENT.**

THESE DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, AND SUPPLEMENTAL FORM DECLARATION(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

COUNTERSIGNED AT: \_\_\_\_\_

BY: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE



# MULTINATIONAL INSURANCE COMPANY

510 AVE. MUNOZ RIVERA, HATO REY, PR 00919

## GENERAL LIABILITY

QUOTATION

**QUOTE NO:** 88-CP-000144971-0

**ACCOUNT NUMBER:**

**NAMED INSURED AND MAILING ADDRESS**

CARIBBEAN COASTAL OCEAN OBSERVING  
SYSTEM INC.  
PO BOX 3446  
LAJAS, PR 00667

**AGENCY AND MAILING ADDRESS**

70

REBORN AGENCY, INC  
P.O. BOX 194076  
SAN JUAN, PR 00936-4076

**POLICY PERIOD:** FROM 07/14/2021 TO 07/14/2022 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

### QUOTATION ONLY – NOT A POLICY

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

### COMMERCIAL GENERAL LIABILITY COVERAGE

LIMITS OF INSURANCE		
GENERAL AGGREGATE	\$2,000,000	
PRODUCTS – COMPLETED OPERATIONS AGGREGATE	INCLUDED	
PERSONAL INJURY & ADVERTISING INJURY	\$1,000,000	
EACH OCCURRENCE	\$1,000,000	
DAMAGE TO PREMISES RENTED TO YOU	\$100,000	ANY ONE PREMISES
MEDICAL EXPENSE	\$5,000	ANY ONE PERSON

**STOP GAP COVERAGE:**

Limits Of Insurance		
BODILY INJURY BY ACCIDENT	\$	1,000,000 Each Accident
BODILY INJURY BY DISEASE	\$	1,000,000 Aggregate Limit
BODILY INJURY BY DISEASE	\$	1,000,000 Each Employee



**MULTINATIONAL INSURANCE COMPANY**  
**GENERAL LIABILITY**  
 QUOTATION

**QUOTE NO:** 88-CP-000144971-0  
**INSURED:** CARIBBEAN COASTAL OCEAN OBSERVING  
 SYSTEM INC.

**EFFECTIVE DATE:** 07/14/2021  
**AGENCY:** REBORN AGENCY, INC

**LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:**  
 1 Anywhere in the Island of Puerto Rico, Lajas, PR 00667

**DESCRIPTION OF BUSINESS**

FORM OF BUSINESS:

- INDIVIDUAL                       PARTNERSHIP                       JOINT VENTURE                       TRUST
- LIMITED LIABILITY COMPANY                       ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING  
 A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)
- OTHER

BUSINESS DESCRIPTION: \_\_\_\_\_

LOC	CLASSIFICATION	CODE	PREMIUM BASIS	EXPOSURE	PMS RATE	PDTS RATE	OTHER RATE
1	Consultants - Not Otherwise Classified Products-completed operations are subject to the General Aggregate Limit	41677	Payroll	50,000	14.704	Incl	

TERRORISM RISK INSURANCE ACT CHARGE IS **REJECTED**

ESTIMATED GENERAL LIABILITY PREMIUM	\$	750
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**FORMS AND ENDORSEMENTS**  
**APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:**  
 See Forms Schedule  
**NOTE: IF NO ENTRY APPEARS ON THE ABOVE ENDORSEMENTS, INFORMATION REQUIRED TO COMPLETE  
 THE FORM WILL BE SHOWN ON THE SUPPLEMENTAL FORM DECLARATION IMMEDIATELY FOLLOWING THE  
 APPLICABLE ENDORSEMENT.**



**MULTINATIONAL INSURANCE COMPANY**  
**GENERAL LIABILITY**  
QUOTATION

QUOTE NO: 88-CP-000144971-0  
INSURED: CARIBBEAN COASTAL OCEAN OBSERVING  
SYSTEM INC.

EFFECTIVE DATE: 07/14/2021  
AGENCY: REBORN AGENCY, INC

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, AND SUPPLEMENTAL FORM DECLARATIONS), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

COUNTERSIGNED AT: \_\_\_\_\_

BY: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE





# MULTINATIONAL INSURANCE COMPANY

510 AVE. MUNOZ RIVERA, HATO REY, PR 00919

## FORMS SCHEDULE

QUOTE NO: 88-CP-000144971-0

### ACCOUNT NUMBER:

#### NAMED INSURED AND MAILING ADDRESS

CARIBBEAN COASTAL OCEAN OBSERVING SYSTEM  
INC.  
PO BOX 3446  
LAJAS, PR 00667

#### AGENCY AND MAILING ADDRESS

70

REBORN AGENCY, INC  
P.O. BOX 194076  
SAN JUAN, PR 00936-4076

**POLICY PERIOD:** FROM 07/14/2021 TO 07/14/2022 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

**NOTE: IF NO ENTRY APPEARS ON THE FOLLOWING ENDORSEMENTS, INFORMATION REQUIRED TO COMPLETE THE FORM WILL BE SHOWN ON THE SUPPLEMENTAL FORM DECLARATION IMMEDIATELY FOLLOWING THE APPLICABLE ENDORSEMENT.**

INTERLINE FORMS		APPLICABLE COVERAGE PARTS
IL0017 11-98	Common Policy Conditions	General Liability
IL0021 04-98	Nuclear Energy Liability Exclusion Endorsement (Broad Form)	General Liability
IL0136 05-04	Mandatory Premium and Coverage Conditions Endorsement -Puerto Rico	General Liability
NIC1000 05-04	Aviso Impotante (Ley Antlfraude)	

COMMERCIAL GENERAL LIABILITY FORMS	
CG0001 04-13	Commercial General Liability Coverage Form
CG0068 05-09	Recording And Distribution Of Material Or Information In Violation Of Law Exclusion
CG2106 05-14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability - With Limited Bodily Injury Exception
CG2160 09-98	Exclusion - Year 2000 Computer-Related And Other Electronic Problems
CG0107 10-93	Puerto Rico Changes
CG0451 10-10	Stop Gap - Employers Liability Coverage Endorsement - Puerto Rico
CIP1007 09-73	Employers Liability Stop Gap
CLP0013 10-97	Exclusion Punitive or Exemplary Damages
CLP0019 02-03	Exclusion Asbestos
CLP0020 02-03	Genetic Modified (GMOs) Exclusion
CLP0021 02-03	Electromagnetic Fields Exclusions (EMF)
MIC1002 06-14	Employee Benefit Programs/Liability Insurance



# MULTINATIONAL INSURANCE COMPANY

510 AVE. MUNOZ RIVERA, HATO REY, PR 00919

## FORMS SCHEDULE

QUOTE NO: 88-CP-000144971-0

### ACCOUNT NUMBER:

#### NAMED INSURED AND MAILING ADDRESS

CARIBBEAN COASTAL OCEAN OBSERVING SYSTEM  
INC.  
PO BOX 3446  
LAJAS, PR 00667

#### AGENCY AND MAILING ADDRESS

70

REBORN AGENCY, INC  
P.O. BOX 194076  
SAN JUAN, PR 00936-4076

**POLICY PERIOD:** FROM 07/14/2021 TO 07/14/2022 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

COUNTERSIGNED AT: \_\_\_\_\_

BY: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE

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

**STOP GAP – EMPLOYERS LIABILITY COVERAGE  
ENDORSEMENT – PUERTO RICO**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Limits Of Insurance</b>		
<b>Bodily Injury By Accident</b>	<b>\$</b>	<b>1,000,000 Each Accident</b>
<b>Bodily Injury By Disease</b>	<b>\$</b>	<b>1,000,000 Aggregate Limit</b>
<b>Bodily Injury By Disease</b>	<b>\$</b>	<b>1,000,000 Each Employee</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

**A. The following is added to Section I – Coverages:**

**Coverage – Stop Gap – Employers Liability**

**1. Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated by Puerto Rico Law to pay as damages because of "bodily injury by accident" or "bodily injury by disease" to your "employee" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any accident and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **Section III – Limits Of Insurance**; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this coverage.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury by accident" or "bodily injury by disease" only if:

(1) The:

- (a) "Bodily injury by accident" or "bodily injury by disease" takes place in the "coverage territory";
- (b) "Bodily injury by accident" or "bodily injury by disease" arises out of and in the course of the injured "employee's" employment by you; and
- (c) "Employee", at the time of the injury, was covered under a workers' compensation policy and subject to a "workers' compensation law" of Puerto Rico; and

(2) The:

- (a) "Bodily injury by accident" is caused by an accident that occurs during the policy period; or

- (b) "Bodily injury by disease" is caused by or aggravated by conditions of employment by you and the injured "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury by disease" occurs during the policy period.
- c. The damages we will pay, where recovery is permitted by law, include damages:
  - (1) For:
    - (a) Which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of injury to your "employee";
    - (b) Care and loss of services; and
    - (c) Consequential "bodily injury by accident" or "bodily injury by disease" to a spouse, child, parent, brother or sister of the injured "employee";

provided that these damages are the direct consequence of "bodily injury by accident" or "bodily injury by disease" that arises out of and in the course of the injured "employee's" employment by you; and
  - (2) Because of "bodily injury by accident" or "bodily injury by disease" to your "employee" that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

**2. Exclusions**

This insurance does not apply to:

- a. **Intentional Injury**  
 "Bodily injury by accident" or "bodily injury by disease" intentionally caused or aggravated by you, or "bodily injury by accident" or "bodily injury by disease" resulting from an act which is determined to have been committed by you if it was reasonable to believe that an injury is substantially certain to occur.
- b. **Fines Or Penalties**  
 Any assessment, penalty or fine levied by any regulatory inspection agency or authority.

**c. Statutory Obligations**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**d. Contractual Liability**

Liability assumed by you under any contract or agreement.

**e. Violation Of Law**

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your "executive officers".

**f. Termination, Coercion Or Discrimination**

Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee", or arising out of other employment or personnel decisions concerning the insured.

**g. Failure To Comply With Workers' Compensation Law**

"Bodily injury by accident" or "bodily injury by disease" to an "employee" when you are:

- (1) Deprived of common law defenses; or
- (2) Otherwise subject to penalty; because of your failure to secure your obligations or other failure to comply with any "workers' compensation law".

**h. Violation Of Age Laws Or Employment Of Minors**

"Bodily injury by accident" or "bodily injury by disease" suffered or caused by any person:

- (1) Knowingly employed by you in violation of any law as to age; or
- (2) Under the age of 14 years, regardless of any such law.

**i. Federal Laws**

Any premium, assessment, penalty, fine, benefit, liability or other obligation imposed by or granted pursuant to:

- (1) The Federal Employer's Liability Act (45 USC Section 51-60);

- (2) The Non-appropriated Fund Instrumentalities Act (5 USC Sections 8171-8173);
- (3) The Longshore and Harbor Workers' Compensation Act (33 USC Sections 910-950);
- (4) The Outer Continental Shelf Lands Act (43 USC Section 1331-1356);
- (5) The Defense Base Act (42 USC Sections 1651-1654);
- (6) The Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942);
- (7) The Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872);
- (8) Any other workers' compensation, unemployment compensation or disability laws or any similar law; or
- (9) Any subsequent amendments to the laws listed above.

**j. Punitive Damages**

Multiple, exemplary or punitive damages.

**k. Crew Members**

"Bodily injury by accident" or "bodily injury by disease" to a master or member of the crew of any vessel or any member of the flying crew of an aircraft.

**B. The Supplementary Payments** provisions apply to Coverage – Stop Gap Employers Liability as well as to Coverages **A** and **B**.

**C. For the purposes of this endorsement, Section II – Who Is An Insured** is replaced by the following:

If you are designated in the Declarations as:

1. 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.
2. 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.
3. 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.

4. 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.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**D. For the purposes of this endorsement, Section III – Limits Of Insurance** is replaced by the following:

1. The Limits Of Insurance shown in the Schedule of this endorsement and the rules below fix the most we will pay, regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The "Bodily Injury By Accident" – Each Accident Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance because of "bodily injury by accident" to one or more "employees" in any one accident.
3. The "Bodily Injury By Disease" – Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for all damages covered by this insurance and arising out of "bodily injury by disease", regardless of the number of "employees" who sustain "bodily injury by disease".
4. Subject to Paragraph **D.3.** of this endorsement, the "Bodily Injury By Disease" – Each "Employee" Limit shown in the Schedule of this endorsement is the most we will pay for all damages because of "bodily injury by disease" to any one "employee".

The limits of the coverage apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. For the purposes of this endorsement, Condition **2. Duties In The Event Of Occurrence, Claim Or Suit** of the Conditions Section **IV** is deleted and replaced by the following:

**2. Duties In The Event Of Injury, Claim Or Suit**

a. You must see to it that we or our agent is notified as soon as practicable of a "bodily injury by accident" or "bodily injury by disease" which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "bodily injury by accident" or "bodily injury by disease" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the injury, claim, proceeding or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us and assist us, as we may request, in the investigation or settlement of the claim or defense against the "suit";
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury to which this insurance may also apply; and
- (5) Do nothing after an injury occurs that would interfere with our right to recover from others.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

F. For the purposes of this endorsement, Paragraph **4.** of the **Definitions** Section is replaced by the following:

**4.** "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
- c. All other parts of the world if the injury or damage arises out of the activities of a person whose home is in the territory described in **a.** above, but who is away for a short time on your business;

provided the insured's responsibility to pay damages is determined in the United States (including its territories and possessions), Puerto Rico or Canada, in a suit on the merits according to the substantive law in such territory, or in a settlement we agree to.

G. The following are added to the **Definitions** Section:

1. "Workers' Compensation Law" means the Workers' Compensation Law of Puerto Rico. This does not include provisions of any law providing non-occupational disability benefits.
2. "Bodily injury by accident" means bodily injury, sickness or disease sustained by a person, including death, resulting from an accident. A disease is not "bodily injury by accident" unless it results directly from "bodily injury by accident".
3. "Bodily injury by disease" means a disease sustained by a person, including death. "Bodily injury by disease" does not include a disease that results directly from an accident.

H. For the purposes of this endorsement, the definition of "bodily injury" does not apply.