

MARINA OPERATOR'S LEGAL LIABILITY ENDORSEMENT

The following coverage is provided in accordance with Part I, Section 8 of the policy and is subject in all respects to the terms, conditions and exclusions contained in Parts I, II and III of this policy unless otherwise specifically provided herein:

1. Insuring Agreement

The Underwriters hereby agree, subject to the limitations, exclusions, terms and conditions of the policy to which this Endorsement forms a part and as hereinafter provided, to pay on behalf of the **Named Insured** all sums which the **Named Insured** shall become legally obligated to pay as compensatory damages because of the **Named Insured's** liability as marina owner or operator at the location(s), as per schedule attached, for :

- (i) loss of or damage to private pleasure vessels and/or craft and their motors, equipment and cargo while mooring at slips, at berths, spaces or buoys, or otherwise kept in storage, or refuelling, at the premises owned or operated by the **Named Insured**, or in the care, custody or control of the **Named Insured** in its capacity as a marina owner or operator at the **Named Insured's** location(s) as per schedule attached;
- (ii) loss of or damage to private pleasure vessels and/or craft in the care, custody or control of the **Named Insured**, as described in 1.(i), directly resulting from or arising out of their hauling out or launching;
- (iii) loss of or damage to other private pleasure vessels and/or craft and their motors, equipment and cargo, other than those covered in subparagraph (i) above, but only when such loss or damage occurs, in whole or in part, due to the negligence or other breach of duty of the **Named Insured** in its capacity as a marina owner or operator;
- (iv) loss of or damage to the property of others in the care, custody or control of the **Named Insured** in its capacity as a marina owner or operator;
- (v) **bodily injury** directly resulting from or arising out of the operations described in (i), (ii), (iii) and (iv) above;

2. Exclusions

Notwithstanding anything contained herein to the contrary and in addition to the exclusions elsewhere in the policy this Endorsement shall not cover any liability:

- (i) for any loss or damage to property owned, leased or rented by the **Named Insured**;
- (ii) for loss, damage or expense arising out of the operation of any vessel or craft owned or operated by the **Named Insured** or any affiliated, subsidiary companies or parties;
- (iii) for any damage to, or destruction of, or loss of any property from theft, conversion or any other unlawful act performed by the **Named Insured**, their employees or agents, or anyone acting under their direction or control;
- (iv) for any loss, damage, or expense to property directly or indirectly caused by wear, tear or gradual deterioration, inherent vice, evaporation, or mysterious disappearance;
- (v) for any loss, damage or expense caused by or resulting from the exceeding of the registered or rated lifting capacity of any crane or lifting device;
- (vi) for any loss, damage or expense in respect of property held for sale;
- (vii) for payments under penalty clauses, detention, demurrage, loss of time, loss of freight, loss of charter, loss of market, or any other consequential loss whatsoever;
- (viii) for any **bodily injury** or **property damage**, in respect of any one occurrence, accident or other cause which occurred or was sustained during the period of insurance and which is not reported to Underwriters in writing within thirty-six (36) months following the termination of the period of insurance, whether or not such **bodily injury** or **property damage** is discovered or otherwise known to the Named Insured within such thirty-six (36) month period. This requirement is not intended to modify and/or waive in any respect the obligations set out in Sections 19 and 23 of Part III of the policy.



3. **Clause Paramount - Deletion of Contractual Liability Coverage**

Notwithstanding any other term or condition of the policy, in all cases in which this Endorsement is made part of the terms and conditions of coverage, Part I, Section 2 of the Policy, entitled "Contractual Liability Coverage", is hereby deleted in its entirety. Part II, Exclusion 2 of the Policy is hereby modified to delete all reference to Part I, Section 2 of the Policy.

All other terms and conditions remain unchanged.

