

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL EXCLUSIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

MARINE GENERAL LIABILITY COVERAGE FORM

The following exclusions are added to Section II – General Liability, paragraph 2., Exclusions and to Section III – Personal and Advertising Liability, paragraph 2., Exclusions:

This insurance does not apply to:

1. Asbestos or Lead

“Bodily injury”, “property damage”, or “personal and advertising injury” arising directly or indirectly out of or resulting from the disposal, existence, handling, ingestion, inhalation, removal, sale, storage, transportation or use of:

- a. Asbestos or any material containing asbestos; or
- b. Lead, lead based paint, lead compounds or any material containing lead.

2. Athletic or Sports Participants, Spectators or Officials

“Bodily injury” to any person while practicing for; promoting; participating in; watching; or officiating at:

- a. Any sports or athletic contest; or
- b. Any athletic endeavor; or
- c. Any sports or athletic exhibition;

3. Communicable Disease or Diseases

“Bodily injury” or “personal and advertising injury” arising directly or indirectly out of or resulting from the transmission or alleged transmission of any communicable disease including but not limited to any sexually transmitted disease or any other disease transmitted by bodily fluids or excretions.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the

- a. Supervising, hiring, employing, training, or monitoring of others that may be infected with and spread a communicable disease; or
- b. Testing for a communicable disease; or
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

4. Criminal Acts

- a. “Bodily injury” or “property damage” arising directly or indirectly out of or resulting from a criminal act committed by any insured, including any additional insureds or
- b. “Bodily injury” or “property damage” arising directly or indirectly out of or resulting from a criminal act at the direction of any insured, including any additional insureds.

5. Punitive, Exemplary, Treble Damages or Multipliers of Attorneys’ Fees

Claims or demands for payment of punitive, exemplary or treble damages whether arising from the acts of any insured or by anyone else for whom or which any insured or additional insured is legally liable; including any multiplier of attorney’s fees statutorily awarded to the prevailing party.

6. Mold, Fungi, Virus, Bacteria, Air Quality, Contaminants, Minerals or Other Harmful Materials

- a. "Bodily injury", "property damage", or "personal and advertising injury" arising out of, caused by, or contributed to in any way by the existence, growth, spread, dispersal, release, or escape of any mold, fungi, lichen, virus, bacteria, algae or other growing organism that has toxic, hazardous, noxious, pathogenic, irritating or allergen qualities or characteristics. This exclusion applies to all such claims or causes of action, including allegations that any insured caused or contributed to conditions that encouraged the growth, depositing or establishment of such colonies of mold, lichen, fungi, virus, bacteria, algae or other living or dead organism; or
- b. "Bodily injury", "property damage", or "personal and advertising injury" arising out of, caused by, or alleged to be contributed to in any way by the presence of any toxic, hazardous, noxious, irritating, pathogenic or allergen substances in indoor air, even for a very brief period of time, regardless of cause; or
- c. "Bodily injury", "property damage", or "personal and advertising injury" arising out of, caused by, or alleged to be contributed to in any way by any insured's use, sale, installation or removal of any substance, material, or other product that is either alleged or deemed to be hazardous, toxic, irritating, pathogenic or noxious in any way, or contributes in any way to an allergic reaction; or
- d. "Bodily injury", "property damage", or "personal and advertising injury" arising out of, caused by, or alleged to be contributed to in any way by toxic or hazardous properties of minerals or other substances.

7. Work or Premises Specifically Insured Elsewhere

Claims, demands, requests for defense, payment, or any other cost arising out of, caused by, or occurring at premises or "your work" covered under any insurance purchased by you or others on your behalf specifically for that premises or project under a Consolidated Insurance Program (CIP), Owner Controlled Insurance Program (OCIP), Contractor Controlled Insurance Program (CCIP), Wrap-Up or similar insurance program.

8. Failure To Complete "Your Work"

"Bodily injury", or "property damage" arising directly or indirectly out of, caused by, resulting from, or alleged to be related to any insured's failure to complete "your work" as specified in any contract or agreement.

9. Loss, Cost or Damages Prior To Tendered Claim

Any claim, loss, cost or damages that are projected, estimated, or otherwise assessed or adjudicated to be likely before such claims are actually made against the insured by the claimant, or their representatives, actually suffering the alleged "bodily injury" or "property damage".

All other terms and conditions of this policy remain unchanged.