

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

## **EXCLUSION - BODILY INJURY TO INDEPENDENT CONTRACTORS**

This endorsement modifies insurance provided under the following:

### **PROTECTION AND INDEMNITY COVERAGE FORM**

The following is added to **EXCLUSIONS**:

#### **Independent Contractors**

This insurance does not apply to "bodily injury" to:

1. Any independent contractor or the "employee" of any independent contractor while such independent contractor or their "employee" is working directly or indirectly on behalf of any "insured"; or
2. The spouse, child, parent, brother or sister of such independent contractor or "employee" of the independent contractor as a consequence of 1., above.

This exclusion applies:

1. Whether the "insured" may be liable as an employer or in any other capacity; and
2. To any obligation to share damages with or repay someone else who must pay damages because of "bodily injury".

For the purposes of this endorsement, independent contractor means any individual, natural person, or entity, including but not limited to a general contractor, a prime contractor, or a subcontractor performing any work, task, supervision, or other activity either directly or indirectly related to work performed by or for any "insured" arising out of the ownership, maintenance or use of the "vessel" and "boating equipment" as shown on the Declarations, that:

- a. Receives payment or other consideration, is entitled to payment or other consideration, or can be expected to seek payment or other consideration from any "insured" arising out of work performed by or for any "insured" arising out of the ownership, maintenance or use of the "vessel" and "boating equipment" as shown on the Declarations; or
- b. Receives payment or other consideration, is entitled to payment or other consideration, or can be expected to seek payment or other consideration from any other entity, person, or party arising out of work performed by or for any "insured" arising out of the ownership, maintenance or use of the "vessel" and "boating equipment" as shown on the Declarations; and
- c. Is not "your" "employee".

This definition applies regardless of the existence or alleged existence of a written or oral contract or agreement with any "insured" or other doing work or performing tasks or duties for or on behalf of any "insured".

All other terms and conditions of this policy remain unchanged.