

**This document changes your policy  
Attached to and forming part of this policy**

## **LIABILITY LIMITATION ENDORSEMENT**

**The following clauses/warranties shall be paramount and shall override  
anything contained in this insurance inconsistent therewith**

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Unless specifically agreed to by Underwriters and an additional premium paid, Liability is not provided for:

- a) Covered persons with regard to their liability to you, your spouse, other members of your family or persons who reside in your household.
- b) Your liability to other covered persons, your spouse, other members of your family or persons who reside in your household.
- c) Liability assumed by you under any contract or agreement.
- d) Liability which arises while the scheduled vessel(s) is/are being transported on its/their own trailer or otherwise, except where the vessel is being hauled out or launched by a covered person.
- e) Fines or penalties imposed by any Government agency or authority.
- f) Punitive damages.
- g) Liability due to pollution by any substance whether it be gradual, or sudden and accidental.
- h) Intentional acts.
- i) Bodily injury, sickness or death benefits which are required to be or are covered by any State, Provincial, Territorial or Federal Act, Law or Statute.
- j) Bodily Injury, sickness or death benefit to any persons employed by a covered person, hired as crew or not.
- k) Liability to snorklers, swimmers, divers or other persons operating from the scheduled vessel(s), from the time they commence to leave your vessel, until they are safely back on board.
- l) Liability to fare paying passengers or passengers carried under charter.
- m) Liability to any marine estuary, artificial or natural reef, living or dead coral or other marine organisms or any seabed caused by the vessel(s) or its operators or passengers.
- n) Liabilities, medical expenses, costs, fees or any other related expense whatsoever arising out of illness or injury in any way related to or caused by exposure to the sun or the suns rays either cumulatively or suddenly.
- o) Any claim arising from directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type III (HILV III) or Lymphadenopathy Associated Virus (LAV) or the mutants derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome or any syndrome or condition of a similar kind howsoever it may be named.

### **Extension to include Crew Liability**

Subject to our prior written agreement and your payment of an additional premium, Underwriters may at your request extend this insuring agreement to cover maintenance and cure for hired crew as a sublimit of Section B)-Third Party Liability, Liability or Protection & Indemnity (P&I). Underwriters reserve the right to set terms, conditions and sum insured in respect of such coverage, or to decline your request.

The maximum amount recoverable in respect of crew liability claims shall form part of the maximum recoverable under Section "B", Third Party Liability or Protection & Indemnity (P&I).

### **Duty to defend not covered**

Where there is no coverage under this policy, there is no duty to defend.