

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION - MARINE CONTRACTOR

This endorsement modifies insurance provided under the following:

MARINE GENERAL LIABILITY, MARINE CONTRACTORS LEGAL LIABILITY

1. This policy does not cover any loss, damage, claim, cost, expense, fine, penalty, or other sum for “bodily injury”, “property damage”, “personal injury”, or any injury, either directly or indirectly arising out of, relating to, caused by or contributed by any inadequate, improper, faulty or defective construction:
 - a. Which first occurred, began to occur, or is alleged to have occurred prior to, or is alleged to be in the process of occurring to any degree, as of the inception date of this policy; or
 - b. Causing incremental, continuous or progressive damage, arising from an occurrence which first occurred, began to occur or is alleged to have occurred prior to the inception date of this policy; or
 - c. Resulting from any claim or suit where our ability to defend the claim or suit is impaired or diminished by an insured’s lack of good standing with all local, state and federal authorities or an insured’s legal inability to answer in the civil proceedings involved.
2. Paragraph 2., Exclusions, sub-paragraph B., Damage to Property under Section II – General Liability is deleted in its entirety and replaced with the following sub-paragraph:

B. Damage to Property

“Property Damage” to:

- 1) Property you own, rent, or occupy, including any costs or expenses incurred by you or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property;
- 2) Premises your sell, give away, or abandon, if the “Property Damage” arises out of any part of those premises;
- 3) Property loaned to you;
- 4) Personal property in the care, custody or control of the insured;
- 5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the “Property Damage” arises out of those operations; or
- 6) That particular part of any property that must be restored, repaired or replaced because “Your Work” was incorrectly performed on it.

Items 1), 3) and 4) of this exclusion do not apply to “Property Damage” (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented to You as described in Section VII – Limits of Insurance.

Item 2) of this exclusion does not apply if the premises are “Your Work” and were never occupied, rented or held for rental by you.

Items 3), 4), 5), and 6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Item 4) of this exclusion does not apply to an operation that is covered under Section I - Marine Operations.

3. Paragraph 2., Exclusions, sub-paragraph N., Damage to “Your Work” under Section II – General Liability is deleted in its entirety and replaced with the following sub-paragraph.

N. Damage to “Your Work”

“Property Damage” to “Your Work” arising out of it or any part of it and included in the “Products-Completed Operations Hazard”.

4. This policy does not cover any loss, damage, claim, cost, expense, fine, penalty, or other sum for “bodily injury”, “property damage”, “personal injury”, or any injury, including consequential injury, either directly or indirectly arising out of, relating to, caused by or contributed to by any injury sustained by any:
- a. Contractor, self-employed contractor, or subcontractor; or
 - b. Employee, “leased worker”, contract worker, “temporary worker” or volunteer worker.

This exclusion applies to any obligation to share damages with or repay someone else who must pay damages because of the injury, as well as liability assumed under any “insured contract”.

All other terms and conditions of this policy remain unchanged.