

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VESSEL REPAIR - INDEPENDENT CONTRACTOR CERTIFICATE OF INSURANCE WARRANTY

This endorsement modifies insurance provided under the following:

PROTECTION AND INDEMNITY COVERAGE FORM
VESSEL PHYSICAL DAMAGE COVERAGE FORM

The following is added to **OTHER POLICY CONDITIONS AND WARRANTIES**:

Vessel Repair Independent Contractor

As a condition of coverage, it is warranted that “you” must require independent contractors working on a “vessel” to provide a valid current certificate of insurance, that “you” can produce when “we” ask for it, evidencing:

1. An active Commercial General Liability Coverage insurance policy, for ongoing operations and products – completed operations hazards for the work performed in connection with the “vessel” shown on the Declarations, written on an occurrence basis with limits equal to or greater than \$1,000,000 per occurrence; and
2. Care, Custody and Control coverage for “property damage”(such as Marina Operator’s Legal Liability or Ship Repairer’s Legal Liability) for ongoing operations performed in connection with the “vessel” with limits of liability equal to or greater than the value of the “vessel”; and
3. “You” named as an additional insured to the independent contractor’s insurance policy; and
4. Provides “you” with 30 days’ notice prior to the effective date of cancellation of the independent contractor’s insurance policy.

Failure to obtain a valid current certificate of insurance, from the independent contractor, with the requirements as stated above shall render this insurance null and void for:

- a. “Property damage” to the “vessel” and appurtenant structures; or
- b. “Bodily injury” to persons
arising out of or resulting from repair operations involving a “vessel”.

If coverage is null and void, “we” will not defend claims or suits seeking damages resulting from “bodily injury” or “property damage”.

For the purposes of this endorsement, products-completed operations hazards means all “bodily injury” or “property damage” hazards arising out of ongoing or completed job site operations performed on your behalf in connection with the “vessel” that is shown on the Declarations.

Work on the “vessel” will be deemed completed at the earliest of the following times:

- a. When all of the work called for in your contract has been completed; or
- b. When the work to be done at the “vessel” job site has been completed; or
- c. When that part of the work done at a “vessel” job site has been put to its intended use by the “insured”.

All other terms and conditions of this policy remain unchanged.