

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION – UNOCCUPIED OR VACANT BUILDINGS

This endorsement modifies insurance provided under the following:

MARINE GENERAL LIABILITY – MARINA OPERATOR'S LEGAL LIABILITY

The following paragraph is added to Section II – General Liability, paragraph 2., Exclusions and to Section III – Personal and Advertising Injury, paragraph 2., Exclusions.

This insurance does not apply to:

Unoccupied or Vacant Buildings

- (1) “Bodily injury”, “property damage” or “personal and advertising injury” arising out of or alleged to arise out of the ownership, maintenance, or use of any unoccupied or vacant building.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” or the offense which caused the “personal and advertising injury” involved the ownership, maintenance or use of any unoccupied or vacant building.

We shall have no duty to defend or indemnify any claim, demand, “suit”, action, litigation, arbitration, alternative dispute resolution or other judicial or administrative proceeding seeking damages for equitable relief, injunctive relief or administrative relief when any actual or alleged injury arises out the ownership, maintenance or use of any unoccupied or vacant building.

- (2) This exclusion does not apply if:

Unoccupied or vacant property owned, maintained, or used is securely boarded up and is inaccessible to human entry except by an authorized person.

- (3) For the purposes of this endorsement, boarded-up means securely covered access points below grade level, on grade level, or within 15 feet above grade level.

All other terms and conditions of this policy remain unchanged.