

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DIVING OPERATIONS

This endorsement modifies insurance provided under the following:

MARINE GENERAL LIABILITY COVERAGE FORM

The following is added to Section I – Coverages, Coverage **A** – Bodily Injury or Property Damage Liability, paragraph 2., Exclusions and to Section I – Coverages Coverage **B** – Personal and Advertising Injury Liability.

This insurance does not apply to:

Diving Operations

- (1) “Bodily injury” or “personal and advertising liability” arising directly or indirectly out of any in-water operations by any insured; or
- (2) “Property damage” to any diving equipment.

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 any in-water operations.

We will 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, equitable relief, injunctive relief or administrative relief where:

- (a) Any actual or alleged injury arises out of any combination of an in-water operation related cause and any non-in-water operation related cause; or
- (b) A chain of events which includes in-water operations regardless of whether in-water operations are the initial precipitating event or a substantial cause of injury; or
- (c) Any actual or alleged injury arises out of in-water operations as a concurrent cause of injury regardless of whether the in-water operations are the proximate cause of injury.

All other terms and conditions of this policy remain unchanged.