

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION - MAINTENANCE AND HABITABILITY**

This endorsement modifies insurance provided under the following:

### **MARINE GENERAL LIABILITY**

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

#### **Maintenance and Habitability**

This insurance does not apply to, and 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, equitable relief, injunctive relief, or administrative relief alleging "bodily injury", "property damage", or "personal and advertising injury" arising out of or alleged to arise out of the insured's failure to maintain any premises, site or location in a tenantable, habitable, livable or usable condition and for which a claim is made or "suit" filed alleging actual or constructive wrongful eviction, violation of any rent stabilization laws or ordinances, or violation of any local, state, or federal code, law, ordinance, statute, rule or regulation, that relates to the tenantability, habitability, condition, maintenance or upkeep of any premises, site or location, whether this:

1. Arises out of or is alleged to arise out of claims or allegations that any part of the premises, site or location is/was untenable, not habitable or improperly maintained;
2. Arises out of or is alleged to arise out of a chain of events which includes a claim that any part of the premises, site or location is/was untenable, not habitable or improperly maintained, regardless of whether the tenantability maintenance and habitability claim is the initial precipitating event or a substantial cause of the alleged damage or injury; or
3. Arises out of or is alleged to arise out of a claim that any part of the premises, site or location at issue is/was untenable, not habitable or improperly maintained as a concurrent cause of injury, regardless of whether the tenantability, maintenance and habitability claim is the proximate cause of damage or injury.

But, this exclusion does not apply to any claim or "suit" for "bodily injury" or "property damage" arising from the condition, maintenance, or upkeep of any premises, site or location that is not part of, or alleged in connection with, a claim or "suit" alleging actual or constructive wrongful eviction, violation of any rent stabilization laws or ordinances, or violation of local, state, or federal code, law, ordinance, statute, rule or regulation, that relates to tenantability, habitability, condition, maintenance or upkeep of any premises, site or location.

All other terms and conditions of this policy remain unchanged.