

COMMERCIAL GENERAL LIABILITY MAX

MARINE ENDORSEMENT

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases in bold font have special meaning as defined below or in the form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

This Endorsement is attached to the Commercial General Liability Max Form and is subject to all terms, conditions, limitations and exclusions of such Form.

Paragraph 2.5. Watercraft under COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY of SECTION I – COVERAGES is deleted and replaced by the following:

This insurance does not apply to:

2.5. Watercraft

2.5.1. **Bodily injury** or **property damage** arising out of the ownership, maintenance, use, operation or entrustment to others by you or on your behalf of any self-propelled watercraft that exceeds 100 tons gross registry.

This exclusion does not apply to:

2.5.2. A watercraft while ashore on premises that are owned by, rented to or controlled by you;

2.5.3. Sub-paragraph 2.5.1. does not apply to **bodily injury** sustained by any of your **employees** while acting on your behalf.

2.5.4. If the insurance provided hereby or any portion thereof may be insured by Insurers insuring watercraft under a Canadian Hulls Pacific (1974) form insurance, then as to such insurance the coverage provided hereby shall be excess to either the amount of such insurance or for the present value of the watercraft as established by qualified Marine Surveyors within 3 (three) years preceding the issuance of this Endorsement, whichever shall be the greater, and such insurance coverage extending to all persons, firms and corporations shall be for such excess amount only, or for the excess over any other valid and collectible insurance not exceeding in any event the amount of the limit of the Insurers liability as stated in the Declaration Page(s).

2.5.5. In the event of any claim arising out of the ownership, use or operation by or on behalf of the Insured, of any watercraft, then notwithstanding the provisions of the Insuring Agreement under COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY of SECTION I – COVERAGES in the Commercial General Liability Max form to which this Endorsement is attached, our obligation shall be limited to defending, at our option only, against claims, suits or other proceedings for amounts involving the insurance provided by this Endorsement and our obligation to pay defence costs and costs taxed against the Insured shall be limited to paying its pro rata share of such costs according to the respective amounts that are or would be payable by the Insured and by the Insurer, and by the Insurer insuring under a valid Canadian Hulls Pacific (1974) form insurance for the present value as set out in sub-paragraph 2.5.3. above and that are payable by any Insurer or Insurer insuring under any other type or form of Policy.

2.5.6. Judgment rendered against the Insured in legal proceedings defended by us and to protect the Insured against the levy of executions issued against the Insured upon the same only to the extent of the excess amount which by sub-paragraph 2.5.4. above we agree to pay.

All other terms and conditions of the Policy remain unchanged.