THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY EXCLUSIONS AND LIMITATIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

MARINE GENERAL LIABILITY COVERAGE PART
PROTECTION AND INDEMNITY
MARINE LEGAL LIABILITY
EXCESS MARINE LIABILITY
PLEASURE CRAFT

A. In consideration of the premium charged this policy has been issued subject to the following exclusions being added to Sections I, II and III under the Marine General Liability Coverage Part and/or the Protection & Indemnity, and/or Marine Legal Liability and/or Excess Marine Liability Coverage, and/or Pleasure Craft:

This insurance does not apply to:

1. Athletic or Sports Participants
   Bodily Injury to any person while practicing for, participating in or officiating at any sports or athletic contest or exhibition that you sponsor or in which you or your employees or guests participate.

2. Communicable Disease or Diseases
   Bodily Injury or Personal and Advertising Injury arising out of or resulting from the transmission or alleged transmission of any sexually transmitted disease or any other disease transmitted by bodily fluids or excretions.

3. Criminal Acts
   a. Bodily Injury or Property damage arising out of or resulting from a criminal act committed by any insured, including any additional insureds or
   b. Bodily Injury or Property damage arising out of or resulting from a criminal act at the direction of any insured, including any additional insureds.

4. Punitive, Exemplary Treble Damages or Multipliers of Attorneys’ Fees
   Claims or demands for payment of punitive, exemplary or treble damages whether arising from the acts of any insured or by anyone else for whom or which any insured or additional insured is legally liable; including any multiplier of attorney’s fees statutorily awarded to the prevailing party.

5. Mold, Fungi, Virus, Bacteria, Air Quality, Contaminants, Minerals or Other Harmful Materials
   a. Bodily Injury, Property damage, or Personal and Advertising Injury arising out of, caused by, or contributed to in any way by the existence, growth, spread, dispersal, release, or escape of any mold, fungi, lichen, virus, bacteria or other growing organism that has toxic, hazardous, noxious, pathogenic, irritating or allergen qualities or characteristics. This exclusion applies to all such claims or causes of action, including allegations that any insured caused or contributed to conditions that encouraged the growth, depositing or establishment of such colonies of mold, lichen, fungi, virus, bacteria or other living or dead organism or
b. **Bodily Injury, Property damage, or Personal and Advertising Injury** arising out of, caused by, or alleging to be contributed to in any way by any toxic, hazardous, noxious, irritating, pathogenic or allergen qualities or characteristics of indoor air regardless of cause or

c. **Bodily Injury, Property damage, or Personal and Advertising Injury** arising out of, caused by, or alleging to be contributed to in any way by any insured’s use, sale, installation or removal of any substance, material, or other product that is either alleged or deemed to be hazardous, toxic, irritating, pathogenic or noxious in any way, or contributes in any way to an allergic reaction.

d. **Bodily Injury, Property damage, or Personal and Advertising Injury** arising out of, caused by, or alleging to be contributed to in any way by toxic or hazardous properties of minerals or other substances.

6. **Work or Premises Specifically Insured Elsewhere**

Claims, demands, requests for defense, payment, or any other cost arising out of, caused by, or occurring at premises or **The Named Insured’s Work** covered under any insurance purchased by you or others on your behalf specifically for that premises or project under a Consolidated Insurance Program (CIP), Owner Controlled Insurance Program (OCIP), Contractor Controlled Insurance Program (CCIP), Wrap-Up or similar insurance program.

7. **Failure To Complete The Named Insured’s Work**

**Bodily Injury** or **Property Damage** arising out of, caused by, resulting from, or alleged to be related to any insured’s failure to complete **Named Insured’s Work**.

8. **Loss, Cost or Damages Prior To Tendered Claim**

Any claim, loss, cost or damages that are projected, estimated, or otherwise assessed or adjudicated to be likely before such claims are actually made against the insured by the claimant, or their representatives, actually suffering the alleged **Bodily Injury** or **Property Damage**.

9. **Silica Or Silica-Related Dust Exclusion**

a. **Bodily Injury** arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, **Silica or Silica-related dust**.

b. **Property damage** arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, **Silica or Silica-related dust**.

c. **Personal and advertising injury** arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, **Silica or Silica-related dust**.

d. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, **Silica or Silica-related dust**, by any insured or by any other person or entity.
It is further agreed that this policy shall not apply to payment for investigation or defense of any loss, injury or damage or for any fine, penalty or punitive damages related to the foregoing.

The following definitions are added to the Definitions Section:

**Silica** means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

**Silica-related dust** means a mixture or combination of silica and other dust or particles

10. **Respiratory Ailment Exclusion**

Any liability for **Bodily Injury**, sickness, disease, disability or shock including death at anytime resulting therefrom caused by any of the following:

(1) Black Lung Disease,
(2) Mesothelioma,
(3) Emphysema,
(4) Pneumoconiosis,
(5) Pulmonary Fibrosis,
(6) Pleurisy,
(7) Asbestosis,
(8) Silicosis,
(9) Talcosis,
(10) Mycotoxin Poisoning, Mycotoxicosis
(11) Trichothecene Toxicosis
(12) Stachybotryotoxicosis
(13) Severe Acute Respiratory Syndrome (SARS)

or any lung cancer, disease or ailment caused by or aggravated by inhalation of dust and/or particulate matter.

The coverage afforded by this policy shall not apply to payment for the investigation or defense of any claim or suit related to any of the above or to any fine or penalty.