Workers Compensation and Employers Liability Insurance Policy

MARITIME COVERAGE ENDORSEMENT

This endorsement changes how insurance provided by Part Two (Employers Liability Insurance) applies to bodily injury to a master or member of the crew of any vessel.

A. **How This Insurance Applies** is replaced by the following:

   A. **How This Insurance Applies**

   This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

   1. The bodily injury must arise out of and in the course of the injured employee's employment by you..

   2. The employment must be necessary or incidental to work described in item 1 of the Schedule of the Maritime Coverage Endorsement.

   3. The bodily injury must occur in the territorial limits of, or in the operation of a vessel sailing directly between the ports of the continental United States of America, Alaska, Hawaii or Canada.

   4. Bodily injury by accident must occur during the policy period.

   5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

   6. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

C. **Exclusions** is changed by removing exclusion 10 and by adding exclusions 13 and 14.

   This insurance does not cover:

   13. Bodily injury covered by a Protection and Indemnity Policy or similar policy issued to you or for your benefit. This exclusion applies even if the other policy does not apply because of another insurance clause, deductible or limitation of liability clause, or any similar clause.

   14. Your duty or obligation to provide transportation, wages, maintenance and cure. This exclusion does not apply if a premium entry is shown in item 2 of the Schedule, except that punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law are excluded even if a premium is paid for transportation, wages, maintenance, and cure coverage.

D. **We Will Defend** is changed by adding the following statement:

   We will treat a suit or other action in rem against a vessel owned or chartered by you as a suit against you.

G. **Limits of Liability**
   Our liability to pay for damages is limited. Our limits of liability are shown in the Schedule. They apply as explained below.

   1. Bodily Injury by Accident. The limit shown for "bodily injury by accident - each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

   A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. Bodily Injury by Disease. The limit shown for "bodily injury by disease - aggregate" is the most we will pay for all damages covered by this insurance because of bodily injury by disease to one or more employees. The limit applies separately to bodily injury by disease arising out of work in each state shown in Item 3.A. of the Information Page. Bodily injury by disease will be deemed to occur in the state of the vessel's home port.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

4. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

Schedule

1. Description of work:

2. Transportation, Wages, Maintenance and Cure Premium $
   Exclusion: This insurance does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law even if a premium is paid for transportation, wages, maintenance, and cure coverage.

3. Limits of Liability
   Bodily Injury by Accident $ _____ each accident
   Bodily Injury by Disease $ _____ aggregate