

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VESSEL SAFE WATCH AGREEMENT WARRANTY

This endorsement modifies insurance provided under the following:

PROTECTION AND INDEMNITY COVERAGE FORM
VESSEL PHYSICAL DAMAGE COVERAGE FORM

The following is added to **OTHER POLICY PROVISIONS AND WARRANTIES:**

Vessel Safe Watch Agreement Warranty

As a condition of coverage, it is warranted that “you” will:

1. Maintain a safe watch or safekeeping agreement with a third party for the protection of the unoccupied “vessel” as described in the Declarations; and
2. Obtain a valid current certificate of insurance, from the contracted third party, that “you” can produce when we ask for it, evidencing:
 - a. Commercial General Liability Insurance Coverage policy form with limits of liability equal to or greater than the limits provided by this policy; and
 - b. Care, Custody and Control Insurance Coverage policy form (such as Marina Operator’s Legal Liability) with limits equal to or greater than the value of the “vessel”;

for the term of the safe watch or safekeeping agreement.

This insurance does not apply to “bodily injury” or “property damage” arising out of or resulting from the failure of the “insured” to comply with the requirements as stated above. “We” will have no duty to defend or indemnify any claims or suits seeking damages for “bodily injury” or “property damage arising out of or resulting from the failure of the “insured” to comply with the requirements as stated above.

All other terms and conditions of this policy remain unchanged.