

## **Recreational Dive Boat General Endorsement and Limited Passenger Liability Extension**

Notwithstanding anything to the contrary contained within the policy wording, it is hereby noted and agreed that in consideration of the additional premium paid, permission is granted to use the Scheduled Vessel for the commercial purpose of carrying Passengers for hire on sport diving excursions.

**In consideration of this endorsement it is mutually agreed, understood and warranted that: -**

- a) Life vests are always made available to all persons on board the Scheduled Vessel.
- b) All Vessels shall have suitable ladder(s) for access to and from the water.
- c) The number of Passengers on board shall not exceed the certified number of Passengers for the Scheduled Vessel.
- d) The Assured shall promptly advise their Agent of any incident, which may give rise to a claim being made hereunder.
- e) You will require all Passengers (including any instructor or assistant not declared as paid crew) intending to engage in Diving activity to read and sign an approved Complete Liability Release and that any person who does not sign or refuses to sign this release shall not be permitted to participate in any Diving Activity.
- f) You will ensure that all necessary licenses, permits and certificates pertaining to the use and operation of the Scheduled Vessel are, and remain in full force and effect throughout the period of the policy.
- g) You will ensure that the instructor or diving leader on board the Scheduled Vessel(s) will have Professional Liability Insurance placed elsewhere. If no instructor, the diving leader will oversee the diving operations, including divers assist and/or rescue. The instructor and/or diving leader shall name the vessel as an Additional Assured in the said Professional Liability Insurance which shall remain in full force and effect through out the period of the policy.
- h) You will ensure that liability coverage is provided elsewhere for all claims for loss of life or bodily injury as a result or as a consequence of any person engaging in diving activity.

**Persons participating in any Diving activity are covered only as Passengers and only while aboard the Vessel, or the Vessel's diving platform or the Vessel's boarding ladder.**

### **EXCLUSIONS**

- a) We do not provide coverage for any person for Bodily Injury, Illness, Disease, Death or Property Damage while in the water in connection with any diving activity, or as a consequence of any diving activity.
- b) We do not provide coverage for Bodily Injury, Illness, Disease, Death or Property Damage arising out of any sales, servicing or the use of Diving Equipment of any kind.
- c) We do not provide coverage for loss or damage to Diving Equipment unless included in the schedule attached hereto, and then only in the case of Total or Constructive Total Loss of the Scheduled Vessel.
- d) We do not provide coverage for loss resulting from cancellation of charters, non collectability of fares or freight, bad debt, insolvency of agents or others, detention or demurrage of the Scheduled Vessel.

**ALL OTHER TERMS, CLAUSES AND CONDITIONS REMAIN UNALTERED.**