



**THE FOLLOWING EXCLUSIONS SHALL BE ADDED TO AND FORM PART OF SECTION H -GENERAL EXCLUSIONS
APPLYING TO ALL SECTIONS OF THE PRIVATE YACHT POLICY COVERAGE FORM 12/19**

COMMUNICABLE DISEASE EXCLUSION

1. This insurance does not apply to any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with an actual or alleged transmission of a **Communicable Disease** or the fear or threat (whether actual or perceived) of a communicable disease.
2. For the purpose of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to any cost to clean-up, detoxify, remove, monitor or test:
 - 2.1 for a **Communicable Disease**
 - 2.2 any property insured hereunder that is affected by such **Communicable Disease**
3. As used herein, a **Communicable Disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism of any variation thereof, whether deemed living or not, and
 - 3.2 the method of transmission, whether direct or indirect, includes but is not limited to airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas between organisms, and
 - 3.3 the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the testing of a **Communicable Disease**, failure to prevent the spread of the disease or failure to report the disease to authorities and the supervising, employing, monitoring of others that may be infected with and spread of a **Communicable Disease**.

ABUSE AND MOLESTATION EXCLUSION

This insurance does not apply to, and no duty to defend is provided by us for claims, suits, demands, accusations or charges of any kind, or for any loss, cost or expense for bodily injury including, but not limited to, mental anguish, pain or suffering arising out of:

1. The actual or threatened abuse or molestation of any persons, or
2. The negligent hiring, employment, placement, training, supervision, investigation, reporting to the proper authorities, or failure to report to the proper authorities, retention of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by 1. above.

Abuse and molestation includes, but is not limited to, any verbal or nonverbal communication, behavior, or conduct with sexual connotations, infliction of physical, emotional, or psychological injury or harm whether for sexual gratification, discrimination, intimidation, coercion, or other purpose, regardless of whether such action or resulting injury is alleged to be intentionally or negligently caused.