

American Institute

**EXCESS WATERCRAFT POLLUTION ENDORSEMENT**

**(November 15, 2012)**

Attaching to and forming part of Policy No. \_\_\_\_\_ of \_\_\_\_\_

Insuring \_\_\_\_\_

It is understood and agreed that excess coverages for Vessel Pollution for owned and operated vessels shall follow the terms and conditions of the scheduled underlying Vessel Pollution policy except as set forth below. These coverages shall only apply excess of the limits scheduled in this policy's Schedule of Underlying Insurance as respects Vessel Pollution.

In regard to Vessel Pollution this policy shall absolutely exclude:

1. Fines or penalties of any kind or nature;
2. Punitive or exemplary damages of any kind or nature;
3. Any loss, cost, expense or damages arising from or related to the criminal prosecution of the Insured;  
and
4. Any costs for Public Relations, with the exception of advertising incurred with underwriters' prior consent as required under Section 1014 of the Oil Pollution Act of 1990, or similar advertising requirements contained in other federal and state statutes .

All other terms and conditions of this Policy shall remain unchanged.

Dated \_\_\_\_\_, 20\_\_\_\_\_