

SWIMMING POOL LIABILITY ENDORSEMENT

*This endorsement changes **your** policy. Please read it carefully and keep it with **your** policy.*

Number 18. under **SWIMMING POOL AND SPORT EXCLUSION ENDORSEMENT** is replaced by the following:

18. **We** do not cover **bodily injury** or **property damage** arising out of the ownership, maintenance, or use of a **swimming pool** if:
- a) the **bodily injury** or **property damage** arose out of the use or presence of a diving board, slide, waterfall, or similar structure on the **insured premises**;
 - b) the **bodily injury** or **property damage** is caused by the intentional act of diving or jumping into the **swimming pool**;
 - c) the **swimming pool** does not meet or exceed all applicable legal and safety requirements; or
 - d) the **swimming pool** is not entirely enclosed by a fence, wall, or combination of fences, walls, and gates, which are at least 48 inches tall at all points, as measured from the ground on the side away from the pool. Openings under or between any horizontal or vertical parts of this enclosure may not allow a sphere of 4 inches in diameter to pass through. A gate in a fence or wall of this enclosure must have a self-latching and self-closing device and open outward away from the **swimming pool**. Permanent equipment or structures may not be constructed or placed by an **insured person** in such a manner that makes them readily available for climbing over this enclosure so persons could gain access to the **swimming pool**.

The aggregate annual limit of liability, including all expenses and defense costs, available for any claim(s) or suit(s) for **bodily injury** or **property damage** arising out of the ownership, maintenance, or use of a **swimming pool** on the **insured premises** shall equal the **Coverage X** or **Y** limit, as applicable, stated on the Policy Declarations.

*All other provisions of **your** policy apply.*