

BOATER'S ASSISTANCE**Declarations Page**

Policy Number 080003UMD3942

American Southern Home Insurance

The Insured: THOMAS YOUNG**Address:** 400 BONTANA AVENUE
FORT LAUDERDALE FL 33301**Agent:** United Marine Underwriters 308 W Jefferson Street PO Box 9 LaGrange KY 40031 800-477-7140**Sub Producer:** Lauderdale Marine Underwriters Inc. Po Box 460275 Fort Lauderdale FL 33346 (954) 678-2668**Loss Payee:** NONE**Additional Insured:****Watercraft Location:** FORT LAUDERDALE FL 33301 FORT LAUDERDALE FL 33301**The policy will take effect on 10/09/2020 and end on 10/09/2021. It will begin and end at 12:01 a.m. standard time.****The Vessel Covered By This Policy:** Hull ID: PBY46C03F505Year: 2005 Length: 46' Make: PRO BOAT Model: COCKPIT MOTOR Y
Eng. Year: 2005 # of Eng.: 2 Eng. Make: CAT Eng. HP: 715**Tender:**Year: Length: Make: ID#:
Eng. Year: Eng. HP: Eng. Make: ID#:**Trailer:**

Year: Length: Make: ID#:

This Policy Provides Only The Following Coverages For This Unit:

Section	Item	Coverage Provided	Limit	Deductible
I	Cov A	Physical Damage (comprehensive and collision) Electronics Deductible Named Storm Deductible Applies Extended Parts Replacement Cost Extended Agreed Value - see endorsement	\$430000 See Policy Form See Policy Form	\$4300 \$250
II	Cov B	Liability - Each Person Liability - Property Damage Liability - Each Accident Watersports Liability Non Owned Watercraft Liability	\$1000000 \$1000000 \$1000000 Included In Liability Included In Liability	
III	Cov C	Medical Payments	\$10000	
IV	Cov D	Uninsured / Underinsured Watercraft - Each Person Uninsured / Underinsured Watercraft - Each Accident	\$1000000 \$1000000	
V	Cov E	Accidental Spill / Pollution Liability	\$939,800	
X	Cov J	Named Storm Haul Out -50% of your actual expense subject to a maximum of \$500 - See Policy Form	\$500	
See Boater's Assistance Endorsement For The Coverages Below				
VI	Cov F	Personal Property	\$10000	\$200
VII	Cov I	Towing & Emergency Services - Per Occurrence	\$1500	
II	Cov B	Unscheduled Tender Liability (less than 13' and less than 50 hp) - see endorsement		
II	Cov B	Marina as an Additional Insured		
II	Cov B	Contract Liability Slip Rental		
II	Cov B	Jones Act Coverage (up to 45 days of coverage for paid captain-crew) - see endorsement		
II	Cov B	Longshoremen's & Harbor Workers' Trip Interruption & Rental Reimbursement - see endorsement		

Premium \$9650 Tax Assessment & Fees Total Premium \$9650

Endorsement Forms Applicable To This Policy:

WF009 04/18 BAY00 04/13 PVS00 01/17 WFA09 05/11 WFA09 04/18 PEX00 04/13 BAH00 01/11

Date Prepared: 09/10/2020

Form No. BADEC (07/18)

Insured's Copy



Agent's Signature

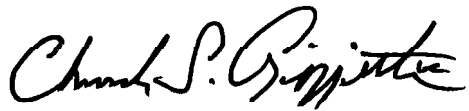
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY EXECUTION ENDORSEMENT

The Company has caused this policy to be signed by the President and Secretary. It is countersigned on the Declarations Page by our authorized representative(s) if required.



Secretary



President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BOATERS ASSISTANCE YACHT ENDORSEMENT

We agree that the following additions and changes will be made to your Policy:

DEFINITIONS

With respect to this endorsement, the following definitions are added:

"Trip Interruption" means the additional time required to be at the same city or location where **your insured watercraft** has been disabled due to a covered **loss**. **Trip interruption** will end when **your insured watercraft** is in a satisfactory state of repair as determined by **us**.

"Unscheduled Tender" means a tender or Dingy that is less than 13 feet long and less than 50 horsepower.

"Marina As Additional Insured" means the yacht club, marina or other similar facility where the **Insured Watercraft** is kept is added as an additional insured on this policy, but only as their interest may appear in the **Insured Watercraft** and for the liability arising out of the negligence of the **Named Insured**, as defined in the policy. The additional insured is named as such for the purpose of **Bodily Injury** and **Property Damage** liability in connection with the Named Insured's ownership, maintenance and operation of the **Insured Watercraft** covered by this policy.

With respect to this endorsement, the definition of **"Non-owned watercraft"** is replaced by the following:

"Non-owned watercraft" means a watercraft that **you** rent or borrow with the owner's permission. It does not include watercraft:

- a. owned in whole or in part by **you** or one of **your family members**;
- b. available to **you** or **your family members** for regular use;
- c. used by **you** or **your family members** for more than 14 consecutive days;
- d. with a length more than the greater of:
 - (1) 26 feet; or
 - (2) 5 feet or more than the length of the **insured watercraft**;
- e. capable of attaining a top speed in excess of 60 miles per hour.

SECTION I – WATERCRAFT DAMAGE INSURANCE

With respect to this endorsement, under item 2. **ADDITIONAL EXCLUSIONS**, item i. is deleted and replaced by the following:

- i. birds, rodents, insects, animals, vermin, and marine life (excluding zebra mussels) except if **loss** is caused by collision;

SECTION II – LIABILITY INSURANCE

COVERAGE B - LIABILITY COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE

With respect to this endorsement, under **TERMS APPLYING TO COVERAGE B**, Item 3. **ADDITIONAL EXCLUSIONS APPLYING TO COVERAGE B**, exclusions a. (2) and a. (3) are deleted and replaced by the following:

- (2) **Bodily injury** to a paid captain or paid crew member [unless they are employed and paid by **you** for less than forty-five (45) days total during the Policy Period] of an insured watercraft under the Federal Jones Act, Death on the High Seas Act, or the General Maritime Law or to investigate, defend, or settle any claim asserted as such.
- (3) Except as provided above, **Bodily injury** or any other payment or obligation to any person eligible to receive any benefits required to be provided by **you**. This includes, but is not limited to, any employment, unemployment, disability, workers' compensation, occupational disease law, Jones Act, Federal Longshoremen's and Harbor Workers' Compensation Act, or any other state or federal workers' law.;

However, this exclusion (3) will not apply as it pertains to compensatory damages under the provisions of the Federal Longshore and Harbor Workers' Compensation Act.

With respect to this endorsement, under item 3. **ADDITIONAL EXCLUSIONS APPLYING TO COVERAGE B**, item e. is deleted and replaced by the following:

- e. **Bodily injury** or **property damage** liability that an **insured person** assumes by contract (excluding a dock contract) or agreement;

With respect to this endorsement, under **TERMS APPLYING TO COVERAGE B**, Item 3. **ADDITIONAL EXCLUSIONS APPLYING TO COVERAGE B**, exclusions f.(3) is deleted.

LONGSHORE AND HARBOR WORKER'S COMPENSATION

We will pay for those sums for which **you** are legally obligated to pay as compensatory damages under the provisions of section 905 of the Federal Longshore and Harbor Workers' Compensation Act (33 USC s 905) to any person who is in **your** employ because of **bodily injury** to which this insurance coverage applies that is caused by an **accident** and arises out of the ownership, maintenance, or use of **your insured watercraft**. This coverage does not extend to or cover the statutory benefits or medical costs provided in the Longshore and Harbor Workers' Compensation Act.

SECTION III – INSURANCE FOR MEDICAL EXPENSES

With respect to this endorsement, under **TERMS APPLYING TO COVERAGE C**, Item 1. **ADDITIONAL EXCLUSIONS APPLYING TO COVERAGE C**, exclusion a. (1) has been deleted and replaced with the following:

- (1) an employee of the **insured person** when workers' compensation benefits are available or required. However, this exclusion will not apply to captain and crew, unless they are under **your** employ for less than forty-five (45) days total during the **Policy** Period.

SECTION VI – PERSONAL PROPERTY INSURANCE

With respect to this endorsement, under **ADDITIONAL TERMS APPLYING TO PERSONAL PROPERTY COVERAGE**, under item 1. **LIMITS OF LIABILITY**, item a. is replaced by the following:

- a. \$10,000;

SECTION IX - EMERGENCY ASSISTANCE INSURANCE

With respect to this endorsement, item 2. **LIMIT OF LIABILITY**, is deleted and replaced by the following:

2. LIMIT OF LIABILITY

We will not pay you more than \$1,500 per occurrence for all emergency assistance.

With respect to this endorsement, the following Coverages have been added to **your** Policy:

UNSCHEDULED TENDER INSURANCE

COVERAGE FOR YOUR UNSCHEDULED TENDER

We will provide insurance for the **unscheduled tender** (dinghy) that **you** own and principally use to provide transportation over water to and from the **insured watercraft**. **We** agree to:

1. provide liability coverage for **bodily injury** and **property damage** under the same terms that **we** agree to provide coverage for the **insured watercraft** under Coverage B;
2. provide Medical Payments Coverage under the same terms that **we** agree to provide coverage for the **insured watercraft** under Coverage C.

All terms, conditions, exclusions and limitations to Coverages B and C apply, except as stated below.

TERMS APPLYING TO COVERAGE FOR YOUR UNSCHEDULED TENDER

1. LIMITS OF LIABILITY FOR BODILY INJURY, PROPERTY DAMAGE, AND MEDICAL PAYMENTS

The Limits of Liability applying under Coverages B and C for the insured watercraft also apply for your **Unscheduled tender**. These are not additional limits that can be stacked upon the Limits of Liability available under Coverages B or C.

TRIP INTERRUPTION COVERAGE

We will reimburse **you** for the reasonable expenses **you** incur due to a **trip interruption** to rent a replacement watercraft, or for displacement expenses for lodging, meals and emergency transportation.

With respect to Emergency Assistance Coverage, Personal Property Coverage and Uninsured and Underinsured Watercraft Coverage as found in this endorsement only, if a **trip interruption** occurs, **we** will also consider a rented watercraft as included within the definition of **your insured watercraft**.

ADDITIONAL TERMS APPLYING TO TRIP INTERRUPTION COVERAGE

1. ADDITIONAL EXCLUSIONS

- a. **We** will not pay for **trip interruption**, unless:
 - (1) the disablement occurrence and temporary storage of **your insured watercraft** is more than 250 miles from **your** primary residence or the primary mooring location of **your insured watercraft**;
 - (2) **your insured watercraft** is disabled for more than 2 days beginning with and including the date of the covered **loss**;
 - (3) receipts are provided for all expenses incurred.
- b. **We** will not pay for rental reimbursement if the rental watercraft is:
 - (1) more than 5 feet longer than **your insured watercraft**;
 - (2) not similar to **your insured watercraft** (example includes but is not limited to, if **your insured watercraft** is a ski boat and **you** rent a sailboat);
 - (3) capable of a rated speed greater than 60 miles per hour;
 - (4) rented from any **family member** or any **insured person** under **your** policy.

- c. As it pertains to rental reimbursement, **we** will not pay for the cost of fuel, docking or mooring fees, or any other expense **you** incur that is not the actual rental fee.

2. LIMITS OF LIABILITY

a. Rental Reimbursement

- (1) **We** will not pay **you** more than \$1,000 per day (not to exceed more than \$10,000 per Policy Period) for all rental reimbursement.

b. Lodging, Meal and Transportation Reimbursement

- (1) **We** will not pay **you** more than \$250 per day for reimbursement for all covered lodging and meal expenses, regardless of the number of persons.
- (2) **We** will not pay **you** more than \$250 per person for emergency transportation to **your** residence or temporary lodging.

The most **we** will pay for all lodging, meal and transportation reimbursement expenses is \$1,000 per occurrence, not to exceed \$2,500 per Policy Period.

With respect to this endorsement, the following Coverages have been added to **your** Policy when shown on the declarations page.

BREACH OF WARRANTY

(hereinafter called the mortgagee) is hereby admitted and shall not be impaired or invalidated by any act or omission, or neglect of the mortgagor, owner, master, agent or crew of the vessel(s) insured by this policy, or by any failure to comply with any warranty or condition over which the mortgagee has no control or over which the mortgagee has control but has not exercised such control, or by any change in title, ownership, or management of such vessel(s); the interest of the mortgagee being that interest more particularly set forth in the mortgage(s) of such vessel(s) in favor of the mortgagee, and the note attached thereto, said mortgage(s) and note being assignable to this Company upon demand provided full payment of the interest, as herein set forth, of the mortgagee has first been paid. The amount of coverage under this endorsement shall be the unpaid principal amount of the mortgage applicable to the **INSURED WATERCRAFT** described on the Declaration page or endorsements attached thereto and in no event shall this Company's limits of liability exceed that amount.

EXCESS SALE OF FISH

With respect to this endorsement, under **DEFINITIONS**, item 4. is deleted and replaced by the following:

4. "**Commercial purpose**" means any use of the **insured watercraft** for which an **insured person** receives, or intends to receive, money, professional endorsements (includes but not limited to paid entry fees, improvements to the **insured watercraft**, provided equipment or machinery, corporate sponsorship, etc.), supplemental income or other economic benefits except in the occasional sale of excess fish caught during a private pleasure voyage, provided the method of catch involves sport fishing equipment only. **We** will provide coverage while **you** are attempting to aid other vessels in distress, provided there is no consideration for **your** services. No coverage is provided while your insured property is used for any type of charter, to carry passengers for hire, to carry property for a fee or for any other commercial use

It does not include an **insured person**:

- a. sharing operating costs of a trip with guests;
- b. receiving prizes for participating in water skiing tournaments, local sailing regattas, and poker runs;

- c. participating in fishing tournaments unless the insured person received more than 50 (fifty) percent of their annual income on a gross basis through professional endorsements (as described in 4. above), expected income or other economic benefits relating to fishing tournaments.

TOURNAMENT FEE REIMBURSEMENT

We will reimburse you for your out-of-pocket fishing tournament entry fees if you are unable to participate in an entered fishing tournament because of the disablement of your insured watercraft or the trailer insured under this policy that is used to carry your insured watercraft, or because of a death to a family member or you.

1. EXCLUSIONS

We will not reimburse **you** for tournament fees:

- a. unless the fee was paid in advance of the fishing tournament **you** missed, for which **you** are requesting reimbursement;
- b. if the disablement of **your insured watercraft** is not due to a covered **loss**. Disablement does not mean **loss** to supplemental equipment such as trolling motors, live wells, fish finders, fishing equipment and other similar equipment;
- c. if the disablement occurs during the tournament for which **you** are requesting reimbursement;
- d. for any person's tournament fees other than **yours**;
- e. provided to **you** by another person or organization.

2. LIMITS OF LIABILITY

We will not reimburse **you** more than:

- a. \$1,500 for all tournament fee reimbursement in any Policy Period.

All other terms and conditions of the policy remain.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATERCRAFT INSURANCE POLICY BAHAMAS NAVIGATION ENDORSEMENT

We agree that the following additions and changes will be made to **your** Policy:

BAHAMAS NAVIGATION COVERAGE

The definition of policy territory is deleted in its entirety and replaced with the following:
"Policy Territory" means the following:

1. If the insured Watercraft is 24 feet or less, navigation is restricted to inland and coastal waters of the United States and Canada up to 50 miles offshore.
2. If the insured watercraft is between 25 and 26 feet, navigation is restricted to inland and coastal waters of the United States and Canada up to 150 miles offshore. Pacific Coastal navigation is extended to include the waters of Mexico not south of Rio Santo Tomas, Baja, California, Mexico.
3. If the insured watercraft is greater than 26 feet, navigation is restricted to inland and coastal waters of the United States and Canada up to 150 miles offshore. Atlantic Coastal navigation is extended to include the coastal waterways of the Bahamian Islands Pacific Coastal navigation is extended to include the waters of Mexico not south of Rio Santo Tomas, Baja, California, Mexico.
 - A. If your insured watercraft is located in the Bahamian Islands from June 1 through October 31 and the declarations page shows "NAMED STORM DEDUCTIBLE APPLIES", and a loss is caused by a named storm, the deductible will be ten (10) percent of the Physical Damage Limit shown on the Declarations Page for Coverage A;

Only one deductible will apply if multiple losses occur from a single named storm.
3. Navigation into international shared lakes that are divided by the border of the United States and Mexico is permitted, subject to the following:
 - A. Your insured watercraft must be launched and begin navigation on the shared lake in the United States; and
 - B. You do not dock or make port in Mexico unless there is an accident.

With the exception of the above defined navigation allowances into the waters of Canada, the Pacific coastal waters of Mexico, and the waters of the Bahamas, navigation into the territorial waters of any foreign country or province is not permitted. This includes (but is not limited to) Cuba, Turks and Caicos, Haiti or non-Pacific waters of Mexico.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATERCRAFT INSURANCE POLICY AMENDATORY ENDORSEMENT – FLORIDA

DEFINITIONS

Definition 22., "**property damage**" is replaced by the following:

"**Property damage**" means physical damage to or **loss** of use or destruction of tangible property.

The following definition, **market value** is added:

"**Market value**" means actual cash value, as determined by:

- a. similar selling prices;
- b. published price guides; or
- c. condition, age and included equipment.

SECTION I – WATERCRAFT DAMAGE INSURANCE

Item 3., **LIMIT OF LIABILITY**, Subparagraph b.(2), is replaced by the following:

The market value of the **insured watercraft** just prior to the **loss**.

Item 3., **LIMIT OF LIABILITY**, paragraph d., the following is added:

This coverage is in addition to the Limits of Liability.

Item 5., **TERMS OF PAYMENT OF LOSS**, Subparagraph a.(1), is replaced by the following:

- (1) the **insured watercraft** is lost or stolen and is not found or recovered within 30 days;

Item 5., **TERMS OF PAYMENT OF LOSS**, Paragraph d., **APPRAISAL**, is replaced by the following:

MEDIATION OR APPRAISAL

If **you** and **we** fail to agree on the amount of **loss**, either may:

- d. Demand a mediation of the **loss** in accordance with the rules established by the Florida Department of Financial Services. The **loss** amount must be \$500 or more, prior to application of the deductible; or there must be a difference of \$500 or more between the **loss** settlement amount **we** offer and the **loss** settlement amount that **you** request. The settlement in the course of the mediation is binding only if both parties agree, in writing, on a settlement and **you** have not rescinded the settlement within 3 business days after reaching settlement. **You** may not rescind the settlement after cashing or depositing the settlement check or draft **we** provided to **you**.

We will pay the cost of conducting any mediation conference except when **you** fail to appear at a conference. That conference will then be rescheduled upon **your** payment of the mediator's fee for that rescheduled conference. However, if **we** fail to appear at a mediation conference, **we** will pay **your** actual cash expenses **you** incur in attending the conference and also pay the mediator's fee for the rescheduled conference.

- b. demand an appraisal of the **loss**. In this event, each party will choose a competent appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, **you** or **we** may request that the choice be made by a judge of a court of record in the state where **your insured watercraft** is located. The appraisers will separately set the amount of the **loss**. If the appraisers submit a written report of an agreement to **us**, the amount agreed upon will be the amount of the **loss**. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of the **loss**.

Each party will:

- (1) pay its own appraiser; and
- (2) bear the other expenses of the appraisal and umpire equally.

If however, **we** demanded the mediation and either party rejects the mediation results, **you** are not required to submit to, or participate in, any appraisal of the **loss** as a precondition to action against us for failure to pay the **loss**.

SECTION II – LIABILITY INSURANCE

The insuring agreement is deleted and replaced by the following:

COVERAGE B - LIABILITY COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE

We will pay for **bodily injury** and **property damage** for which an **insured person** is legally liable. The **bodily injury** and **property damage** must be caused by an **accident** during the Policy Period shown in the Declarations. Liability must arise from the ownership, maintenance or use of the **insured watercraft**.

We will also pay the reasonable cost to raise, remove, transport and dispose of the **insured watercraft**, within the **property damage** limit, if required to do so by any civil authority.

Under Item 2., **ADDITIONAL PAYMENTS**, the following Paragraph c. is added:

- c. defense costs of an **insured person**, in addition to the Limit of Liability.

Item 3., **ADDITIONAL EXCLUSIONS APPLYING TO COVERAGE B**, Exclusion e. is deleted in its entirety.

Under Item 4. **LIMITS OF LIABILITY**, item b. is deleted.

Under Item 4. **LIMITS OF LIABILITY**, the following wording is removed from item c.:

including the cost to remove, transport or dispose of the **insured watercraft**

GENERAL CONDITIONS

Item 5., **NONRENEWAL**, is replaced by the following:

If **we** decide not to renew or continue this policy, **we** will mail advance notice to **you** at the address shown in this policy. Notice will be mailed at least 45 days before the end of the policy period. This notice shall contain the reason(s) for renewal. Notice will be mailed by registered or certified mail or United States Postal Service proof of mailing. If the policy period is other than 1 year, **we** will have the right not to renew or continue it only at each anniversary of its original effective date.

Item 7., **CANCELLATION BY US**, is replaced by the following:

We may cancel by mailing by registered or certified mail or United States Postal Service proof of mailing to you at the address shown in this policy:

- a. at least 45 days notice, with the written reason(s) for the cancellation or termination;
- b. at least 10 days notice if cancellation is for nonpayment of premium; or
- c. at least 20 days notice for reasons other than nonpayment of premium if policy is in effect 90 days or less.

After this policy is in effect for 90 days, **we** will cancel only where there has been:

- a. a material misstatement;
- b. nonpayment of premium;
- c. failure to comply with underwriting requirements established by **us** within 90 days of effectuation of coverage;
- d. a substantial change in the risk; or
- e. cancellation of all insureds with policies of a given class.

Under Item 8., **RETURN OF PREMIUM**, Paragraph c. is replaced by the following:

If **you** cancel for any reason, or if **we** cancel because of **your** nonpayment of premium, the refund will be computed at 90% of the pro rata amount.

Under Item 8., **RETURN OF PREMIUM**, the following Paragraph e. is added:

- e. any refund **we** owe **you** will be sent within 15 days of cancellation.

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF THE POLICY.

WATERCRAFT INSURANCE POLICY EXTENDED AGREED VALUE ENDORSEMENT

SECTION I – WATERCRAFT DAMAGE INSURANCE

Under **TERMS APPLYING TO COVERAGE A**, numbers 3.a. and 3.b. under **LIMIT OF LIABILITY** are deleted and replaced by the following:

3. LIMIT OF LIABILITY

- a. **Our** Limit of Liability for **loss** is the Limit for Coverage A shown in the Declarations.

All other terms and conditions of the policy remain.

American Modern Insurance Group

PRIVACY NOTICE AND NOTICE OF INFORMATION PRACTICES

The companies of the American Modern Insurance Group ("American Modern") respect you and your right to privacy. We value your trust. So, we want you to know our policies and procedures that protect the privacy of your Nonpublic Personal Information (NPI). We also want you to know your rights regarding NPI that we receive about you. Thirdly, we want you to know how we gather NPI about you and how we protect its privacy.

In the course of doing business, we receive NPI related to insurance products and services we provide. These products and services are primarily for personal, family and household purposes. We currently do not share your NPI with any third parties not affiliated with American Modern except as required or permitted by law. We have no intention of doing so without proper authorization from you.

The terms of this Notice apply to individuals who inquire about or obtain insurance from one of the American Modern companies. We will send current policyholders a copy of our most recent Privacy Notice and Notice of Information Practices. We will do so at least annually. We will also send you a Notice if we make changes affecting your rights under our privacy policy. We reserve the right to modify or supplement our privacy policy at any time in accordance with applicable law. This Notice applies to current and former customers of American Modern. This Notice does not in any way affect your insurance coverage. You can find this Notice online on our Website at www.amig.com.

I. WHAT KIND OF INFORMATION WE COLLECT ABOUT YOU

We get most of our NPI about you directly from insurance applications and other forms that you or your insurance representative provide to us. Some examples of NPI include your name, address, income level, Social Security number and certain other financial information. Often, the NPI you provide to your insurance representative at the time you apply gives us everything we need to evaluate you or your property for insurance purposes. But, there are times when we may need more NPI or may need to verify NPI that you have provided. In those cases, we may obtain NPI from outside sources. We will do so at our own expense.

It is common for an insurance company or other financial services company to contact independent sources. Such sources verify and supplement NPI given on an application for insurance or other financial services products. There are many such independent companies. These are commonly called

"consumer reporting agencies". They are in the business of providing independent NPI to insurance companies. We will treat the NPI we receive about you from independent sources according to the terms of this Notice.

You have the right to contact any of the agencies we have used to prepare a report on you. If you wish, please submit your request in writing to the address shown below. Upon our receipt of your written request, we will provide you with the name and address of any agency used to prepare a report on you. Please note that your request must follow the procedures outlined under Sections V. and VII. below.

Once you become a customer of ours, our records on you may contain NPI about our experiences and transactions with you. Such NPI may include coverage, premiums and payment history. It may also include any claims you make under your policy. Any NPI that we collect in connection with a claim will be kept in accordance with this Privacy Notice. We will keep NPI collected by a claims representative and any police or fire report. We may, though, give NPI about claims to one or more insurance support organizations or another insurer. We may do so to underwrite a risk properly. We may also do so to prevent or prosecute fraud, or to detect criminal activity. We may also obtain NPI about you from a report prepared by an insurance support organization. The NPI may be kept by the support organization and provided to other persons.

Each American Modern company may disclose NPI about you to an affiliate regarding its transactions and experiences with you for marketing purposes without obtaining prior authorization. The law does not allow customers to restrict this disclosure. Such NPI may include your payment and claims history. We do not currently share other credit-related NPI about you, except as allowed or required by law.

II. WHAT WE DO WITH INFORMATION WE COLLECT ABOUT YOU

We will keep NPI we have about you in our insurance policy or other records. We will refer to and use that NPI in order to issue and service insurance policies and other financial products. We will also use it to settle claims. Generally, we will not disclose NPI about you in our records to any organization not affiliated with American Modern without your prior permission. But, we may, as allowed by law, share NPI about you contained in our records with certain persons or organizations that are not affiliated with American Modern such as:

- * your insurance representative;
- * medical professionals;
- * other insurance companies, agents or consumer reporting agencies as NPI is needed in connection with any insurance application, policy or claim involving you;
- * our affiliated companies;
- * persons who represent you in a fiduciary capacity, including your attorney or trustee, or who have a legal interest in your insurance policy;
- * persons or organizations who use the NPI to perform a business, professional or insurance function for us;
- * persons or organizations that conduct research, including actuarial or underwriting studies, provided that no individual NPI may be identified in any research study report;
- * adjusters, appraisers, auditors, investigators and attorneys;
- * persons or organizations that perform services, functions or marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements; and
- * a court, state insurance department or other government agency pursuant to a summons, court order, search warrant, subpoena, or as otherwise required by law or regulation.

Health Information

Except as allowed or required by law, we will not use or share any personally identifiable health information about you, other than as follows. We will use such information to underwrite or administer your policy, claim or account, or in a manner as previously disclosed to you by us when we collected it. The above will not apply if we have obtained your written consent to share information.

III. RESPONSIBILITIES OF OTHER PARTIES

This Notice applies only to the American Modern companies. It does not necessarily reflect the privacy standards of other financial institutions or independent agents with whom you do business. Their privacy policies and information practices govern how they collect, use and disclose NPI about you. As described above, we may disclose your nonpublic personal financial or health information to third parties. When we do so, we will require them to use such NPI only for its intended purpose in accordance with applicable law.

IV. WHO HAS ACCESS TO YOUR INFORMATION IN OUR RECORDS

At present, American Modern uses a system of passwords and other physical, electronic and procedural safeguards to protect your NPI. They are designed to protect confidentiality, limit access, and prohibit unlawful disclosure of your NPI. We train our employees about the policies and rights provided under this Notice. We also train them on the importance of protecting customer NPI. Employees who violate our policy in any way are subject to being disciplined. This could include actions up to and including termination of employment. Also, we evaluate our information security practices relevant to changes in technology. We will do so to determine ways to increase the protections outlined above.

V. HOW YOU CAN REVIEW RECORDED INFORMATION WE HAVE ABOUT YOU

Access to Information

You have the right to review and receive most of the NPI we collect about you. As permitted or required by law, some legal and medical documents will not be provided. To access your NPI, please submit a notarized request to the address shown in Section **VII**. We will need your complete name, address, policy number, daytime phone number and a copy of your driver's license or other personal identification. We will respond to your request within thirty (30) days unless state law requires us to respond earlier. We will let you know the nature and substance of the NPI about you in our files. We will tell you with whom we have shared the information in the last two years. We will identify the source of the information if the source is an institutional one.

Correction of Information

If you believe your NPI is incorrect, please send a notarized request for correction to the address shown in Section **VII**. We will need your complete name, address, policy number, daytime phone number and a copy of your driver's license or other personal identification. We will respond to your request within thirty (30) days unless state law requires us to respond earlier.

If we agree with you, we will correct the NPI and notify you of the correction. We will notify any person who may have received the incorrect NPI from us in the past two years if you ask us to contact that person. We will also provide the corrected information to any insurance support organization to which we have provided your NPI within the last seven years.

If we disagree with you, we will tell you we are not going to make the correction. We will give you the reason(s) for our refusal. We will also tell you that you may submit a statement to us. Your statement should include the NPI you believe is incorrect. It should also include the reason(s) why you disagree with our decision not to correct the NPI in our files. We will file your statement with the disputed NPI. We will include your statement any time we disclose the disputed NPI. We will also give the statement to any person designated by you if we have disclosed the disputed NPI to that person in the past two years.

VI. INTERNET, MOBILE APPLICATION AND SOCIAL MEDIA USERS

We may use at our website, amig.com common online tracking technologies like web browser cookies, web beacons or pixels, analytical tools, or other technologies to customize our websites, mobile applications, and social media interactions to enhance your overall customer experience. These technologies do not collect personally identifiable information about you. When you visit our website, a message called a cookie is sent from a web server to your computer. This cookie resides on your computer until your internal browser is turned off and is used to make it easier for you to navigate among different pages of the website. You can disable cookies in your browser or block by changing the settings in your browser. Disabling or rejecting cookies may prevent you from using certain website functions and you may have to enter information to take advantage of services.

We partner with third party marketing partners, including Facebook, which use cookies, web beacons, and other storage technologies to collect or receive information from our website as well as elsewhere on the Internet. Our partners use that information to provide measurement services and target information to provide measurement services and target ads. To opt-out of ad targeting, please visit the Digital Advertising Alliance's <http://www.aboutads.info/choices>.

We also partner with Google Analytics. For information on how Google Analytics uses data please visit "How Google uses data when you use our partners' sites or apps," located at www.google.com/policies/privacy/partners/.

Our website contains hyperlinks to third-party websites on the Internet, which we do not control, are not governed by our privacy practices and policies and for which we are not responsible. Before you provide information to any of these other websites, you should review their terms of service (or similar legal terms) and their privacy policies so that you know what information is collected by the website and what use or disclosure may be made of information you provide to the website.

VII. HOW TO CONTACT US

Once you have read this, if you have any questions about our privacy policy or the NPI kept in our records about you, please write to us at the address shown below:

AMERICAN MODERN INSURANCE GROUP
7000 Midland Boulevard
Amelia, Ohio 45102-2607
Attn: Privacy Compliance Office

The American Modern Insurance Group's Privacy Notice and Notice of Information Practices are provided on behalf of the following companies:

American Modern Property and Casualty Insurance Company
American Modern Insurance Group, Inc.
American Family Home Insurance Company d/b/a in California AFH Insurance Company
American Modern Home Insurance Company d/b/a in California American Modern Insurance Company
American Modern Home Service Company
American Modern Insurance Company of Florida, Inc.
American Modern Lloyds Insurance Company
American Western Home Insurance Company
American Southern Home Insurance Company
American Modern Select Insurance Company
American Modern Surplus Lines Insurance Company
Lloyds Modern Corporation
Marbury Agency, Inc.
Midwest Enterprises, Inc.
The Atlas Insurance Agency, Inc.
Copper Leaf Research