

Lewis Withey,  
2758 NE 30th Ave, Lighthouse Point, FL,  
33064  
United States

Policy No: **EW1012532**

22 May 2024

Dear Lewis Withey

Thank you for choosing Edward William. We really do appreciate your business and are on hand to help in any way we can.

## **IMPORTANT INFORMATION**

Please find enclosed your Certificate in respect of your Insurance Cover together with any new Endorsements that might now apply.

Please check this document VERY carefully and should you find any errors or wish to make any changes in the Cover then please contact us or your broker immediately so that we can issue the relevant Endorsement.

If you have claimed a no claims bonus it is your responsibility to provide proof of this from your previous Insurers. Failure to do this could render this contract of insurance invalid.

Your Policy coverage is subject to the full Edward William Yacht Clauses, should you wish to receive a further copy then please contact our offices or visit <https://www.edwardwilliam.com/boat-insurance/our-covers-and-benefits>.

**WE CANNOT BE HELD RESPONSIBLE FOR ANY OVERSIGHT ON YOUR PART UNLESS ADVISED.**

Kind Regards



Darren Lewis  
**Edward William Insurance Services LLC**

## POLICY SCHEDULE OF INSURANCE

(CERTIFICATE OF CURRENCY)

THE INSURED, HAVING COMPLETED A PROPOSAL WHICH HAS BEEN ACCEPTED BY THE INSURERS, SAID PROPOSAL FORMS THE BASIS OF THIS CONTRACT, WHICH IS DEEMED TO BE INCORPORATED HEREIN AND, IN CONSIDERATION, WILL PAY THE PREMIUM. IN RETURN, THE COMPANY WILL PROVIDE THE INSURANCE AS DESCRIBED IN THIS POLICY, BEING SUBJECT TO THE POLICY TERMS/CONDITION AND EXCLUSIONS OF THIS POLICY. THIS POLICY SCHEDULE SHOULD BE READ IN CONJUNCTION WITH THE TERMS AND CONDITIONS, SIGNED WARRANTIES FORM AND ANY ENDORSEMENTS PROVIDED AS ONE DOCUMENT.

### DETAILS OF COVERAGE

**POLICY NUMBER:** EW1012532

**TYPE OF COVERAGE:** Third Party Liability Only

**PERIOD OF INSURANCE**

**From:** 24 April 2024

**To:** 23 April 2025

**INSURED NAME:** Lewis Withey

**ADDRESS:** 2758 NE 30th Ave, Lighthouse Point, FL, 33064, United States

**ADDITIONAL INTEREST:** Keenan Marina - 410 Lake St Whitehall, MI 49461 / Colony Yacht Club, Inc - 2800 NE 30TH Avenue Lighthouse Point, FL 33064 Colony Lighthouse Docks

**FINANCIAL INTEREST:**

### POLICY TERMS AND CONDITIONS

Edward William Yacht Clauses 01/03/2024 100% Underwritten by ION Insurance Company, INC

VESSEL INFORMATION		
NAME OF VESSEL	To be advised	
HULL/SERIAL NUMBER		
MAKE AND MODEL	Fountain Express Cruiser	
LENGTH	48ft	
CONSTRUCTION MATERIAL	GRP	
YEAR BUILT	2005	
ENGINE DETAILS	Mercury 350 350 hp x 4, 2019 Gas	
COUNTRY OF REGISTRATION / FLAG		
MOORING AND NAVIGATION INFORMATION		
MOORING LOCATION	2800 NE 30th Avenue, Lighthouse Point, FL 33064 - Residence Garage	
STORAGE/LAID-UP LOCATION		
STORAGE/LAID-UP DATES	FROM:	TO:
NAVIGATIONAL LIMITS	East Coast of the USA, Florida Coastal Waters, Inland of the US	

SUMS INSURED		
INSURED	VALUE	DEDUCTIBLE
HULL / MACHINERY / GEAR / EQUIPMENT	Excluded	US\$ 0.00
TENDER AND OUTBOARD	Excluded	US\$ 0.00
TRAILER	Excluded	US\$ 0.00
PERSONAL EFFECTS	Excluded	US\$ 0.00
PORTABLE NAVIGATION EQUIPMENT	Excluded	US\$ 0.00
TOTAL SUMS INSURED	Excluded	US\$ 0.00
LIABILITY		
THIRD-PARTY LIABILITY	US\$ 1,000,000 Combined Single Limit	5% of the claim amount
UNINSURED BOATER	Excluded	US\$ 0.00
MEDICAL COVER	US\$ 10,000	US\$ 1000
CAPTAIN & CREW LIABILITY	Excluded	US\$ 0.00 Combined Single Limit
PASSENGER LIABILITY (COMMERCIAL USE ONLY)	Excluded	US\$ 0.00

Endorsements	Included / Excluded
Agreed Value	Excluded
Breach of Warranty	Excluded
Builders Risk	Excluded
Commercial Fishing	Excluded
Diving Parties	Excluded
Houseboat/Live-aboard	Excluded
New For Old	Excluded
Night Navigation	Excluded
Non-Emergency Towing	Excluded
Racing Risk	Excluded
Single Handed Sailing	Excluded
Storm Cover Force 7 to 12 (Standard Storm)	<b>Included</b>
Storm Cover Force 12+ (Full Storm)	Excluded
Storm Preparation	Excluded
Taken Ashore	Excluded
Unattended	Excluded
Uninsured Boater	Excluded

Please review the endorsements Included and Excluded as they form part of your policy coverage. Definitions can be found on the last page of this document or page 34 of the yacht clauses.

**ADDITIONAL ENDORSED COVERAGE**

Excludes cover for any weather system in existence and/or forecast at the time of inception.

Warranted vessel exceeds 17 knots.

Salvage cover included as per Section 1, What We Cover, Clause 1.4 (page 11).

**PAYMENT INFORMATION**

<b>PREMIUM</b>	US\$ 1,629.99
<b>ADMINISTRATION CHARGE</b>	US\$ 50.00
<b>STATE TAX (5.00%)</b>	US\$ 84.00
<b>TOTAL AMOUNT</b>	US\$ 1,763.99

COVERAGE IS SUBJECT TO RECEIPT OF THE PREMIUM IN FULL. IF PAYING IN INSTALMENTS, ADDITIONAL ADMINISTRATION CHARGES MAY APPLY.

**SIGNED FOR AND ON BEHALF OF THE COMPANY THIS DAY 22ND DAY OF MAY 2024**

**AUTHORISED SIGNATORY**



Darren Lewis  
Edward William Insurance Services LLC

**100% Underwritten by**



## ENDORSEMENTS DEFINITIONS

**Agreed Value** – If shown on your insurance schedule we guarantee to pay the hull and machinery sum insured agreed in the event of a total loss or constructive total loss claim. Agreed value will only be applied once we are in receipt of proof of purchase (if within the last 12 months) or a valuation and recent photographs of the vessel and said documents have been approved by us. Until these documents are approved the policy will be one of indemnity/market value (See Market Value definition in Words With Special Meaning). To maintain this coverage a fresh valuation is required every two years. Hull and Machinery coverage is limited to the valuation amount.

**Breach of Warranty** – Cover is endorsed to include the satisfaction of any loan balance outstanding from an authorised source, subject to their prior listing on the policy schedule, for any unwarranted constructive total loss up to the maximum sum insured payable after applicable deductibles – whichever is the lesser.

**Builders Risks** – Builders risks to apply including sea trials within one-mile radius of either the boat yard or home port for vessels undergoing construction or complete restoration.

**Commercial Fishing** – Cover is extended to include static fishing and the use of nets, pots, lines etc. but does not include loss or damage to any fishing gear by any cause whatsoever or any liability arising from the positioning of such gear. It is also warranted that the insured and/or the insured's qualified skipper be always on board and in control of the vessel when so used.

**Diving Parties** – Cover is extended so that the vessel may be used for charter diving parties, but cover does not include liability to or any of the divers whilst in the water. It is also warranted that the insured and/or the insureds qualified skipper be always on board and in control of the vessel when so used.

**Houseboat/Live-aboard** – Cover is extended to allow residential occupation by the insured and/or the insureds family or as otherwise advised and accepted by us.

**New For Old** – If shown on your policy schedule then in the event of a claim we will replace with the new equivalent any equipment damaged beyond economical repair that is up to five years of age where proof of age or purchase can be provided.

**Night Navigation** – Cover is extended to include navigation between the hours of sunset and sunrise. Any policy excess applicable to all sections of the policy will be increased by fifty percent (50%) whilst the vessel is being navigated during these hours (whether under way or at anchor). All other policy terms and conditions apply.

**Non-Emergency Towing** – Cover is extended to include the cost of towing your vessel to the nearest safe port or haven following a mechanical or electrical failure up to the limit as specified on your policy schedule in any one policy period and subject to the deductible listed for every claim.

**Racing Risk** – Permission is given for this vessel to be used for racing as per the terms and conditions of these Yacht Clauses under Section 6.

**Single Handed Sailing** – Permission is given for this vessel to be sailed single handed by the owner or any person whose details of experience etc. have been submitted to and accepted by us within the geographical limits authorised on the schedule. Subject to the terms and conditions of these Yacht Clauses.

**Storm Cover Force 7 to 12 (Standard Storm)** – Cover extended from the Beaufort Scale maximum of Force 6 to a maximum of Force 12 but excludes all named and numbered windstorms and flooding. All other conditions apply.

**Storm Cover Force 12+ (Full Storm)** – Cover is further extended subject to already having the endorsed Standard Storm to include wind speeds in excess of Force 12 and all named and numbered windstorms as well as flooding. All other terms and conditions still apply.

**Storm Preparation** – Cover is amended to waive the sufficient space to avoid toppling and mast removal requirements when lifted ashore as part of your storm preparation coverage conditions. In the event of a storm claim the storm policy excess/deductible listed on your policy schedule is doubled. All other conditions apply.

**Taken Ashore** – It is warranted that the insured vessel will be taken and kept ashore on all occasions after use and in any event overnight and kept in a locked building.

**Unattended** – If shown on your policy schedule then we will provide cover when the vessel is left unattended at anchor for a maximum of 8 hours. Subject to satisfactory and suitable anchor arrangements and weather conditions.

**Uninsured Boater** – If shown on your policy schedule then we will provide cover in respect of any sums which you are legally entitled to recover from a third party vessel, owner or operator, but which cannot be recovered due to the third party having no marine liability insurance, no realisable assets or they cannot be identified. The sum insured shown under this section on the policy schedule is the maximum payable in any one policy term irrespective of the number of claims made.