



## Recreational Yacht Insurance Policy

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Underwriting on behalf of : Clear Spring Property and Casualty Company

## Recreational Yacht Insurance Policy

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## 1. Notice of Loss

In the event of a loss please notify us immediately. To expedite handling of your claim, the named insured and policy number must be provided.

**Telephone : 1 800 466 9165**

**Email : [yachtclaims@kemahcapital.com](mailto:yachtclaims@kemahcapital.com) and [claims@marinedepartment.net](mailto:claims@marinedepartment.net)**

## 2. Policyholder Privacy Statement

2.1. As a policyholder of Kemah Marine, you may have purchased your policy from an insurance agent. Please understand that the agent from whom you purchased your policy is not affiliated with Kemah Marine, but rather is a separate legal entity. In the process of purchasing your Kemah Marine policy, you may have provided your insurance agent with various information, including nonpublic personal information about yourself. If this is the case then you did not provide any such information directly to Kemah Marine, but on occasion we may receive such information from your insurance agent. This statement is intended to disclose and explain Kemah Marine's policies and practices regarding the collection, disclosure and protection of such information.

### 2.2. Financial Information Collected.

During the ordinary course of our business, Kemah Marine may collect information about you from the following sources:

- Information the insurance agent receives from you on applications or other forms;
- Information about your transactions (including claims) with us, our affiliates and others; and
- Information we receive from other agents, brokers, administrators, insurance support agencies, legal counsel, consumer reporting agencies and government reporting agencies.

### 2.3. Financial Information Disclosed

We do not disclose any information about our customers or former customers to anyone, except as provided by law, to service your business.

### 2.4. Parties To Whom Information is Disclosed.

We do not disclose any information about our customers or former customers to anyone, except as provided by law to service your business.

### 2.5. Confidentiality and Security of Information.

We restrict access to information about you to those employees who need to know that information to provide products or services to you. We maintain safeguards to guard your information.

### 2.6. Access to and Correction of Your Information.

You may write to us if you have any questions about the information that we may have in our records about you. We will respond within 30 business days from the date such request is received to your inquiry. If you wish, you may review this information in person or receive a copy at a reasonable charge. You can notify us in writing if you believe any information should be corrected, amended, or deleted and we will review your request. We will either make the requested change or explain why we did not do so. If we do not make the requested change, you may submit a short written statement identifying the disputed information, which will be included in all future disclosures of your information.

### 3. Fraud Notice

- 3.1. Arkansas Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
- 3.2. Colorado It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable for insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.
- 3.3. District of Columbia It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.
- 3.4. Florida Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
- 3.5. Kansas A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.
- 3.6. Kentucky Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
- 3.7. Louisiana Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
- 3.8. Maine It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.
- 3.9. Maryland Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
- 3.10 New Jersey Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

- 3.11 New Mexico Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.
- 3.12. New York Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.  
The proposed insured affirms that the foregoing information is true and agrees that these applications shall constitute a part of any policy issued whether attached or not and that any willful concealment or misrepresentation of a material fact or circumstances shall be grounds to rescind the insurance policy.
- 3.13. Ohio Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.
- 3.14. Oklahoma Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.
- 3.15. Oregon Any person who knowingly and willfully presents false information in an application for insurance may be guilty of a fraudulent insurance act which may be a crime and may subject the person to penalties.
- 3.16. Pennsylvania All Commercial Insurance: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.
- 3.17. Rhode Island Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
- 3.18. Tennessee All Commercial Insurance, Except As Provided for Workers' Compensation It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
- 3.19. Utah Workers' Compensation: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.
- 3.20. Virginia It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
- 3.21. Washington It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.
- 3.22. West Virginia Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
- 3.23. All Other States Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison.

#### 4. Declarations Page

**Policy Number:** KMYCS000736-2022

**Date of Issue:** March 08, 2022

**Policy Period:** From 04/21/2022 through 04/21/2023, beginning and ending at 12:01 AM Eastern Time

**Insured:** Alitom Boat, LLC C/O Henry Dow  
1421 NE 104 St, Miami Shores, FL, 33148

Insured Yacht	Model	Name	HIN	LOA	Year
Azimut	54 Flybridge	Admirals B	XAX54170D616	54	2016

Coverage:	Limit:	Deductibles:	Premium:
6.1. Yacht – Agreed Value	\$950,000	\$9,500 Standard	\$14,750
Named Windstorm	\$950,000	\$9,500	
Lightning Strike	\$950,000	\$9,500	
Theft	\$950,000	\$9,500	
6.2. Tender	\$25,000	\$100	
6.3. Trailer	\$9,500	\$100	
6.4. Personal Property	\$47,500	\$100	
6.6. Emergency Towing & Assistance	\$19,000		
7.1. Protection & Indemnity	\$1,000,000		\$808
Pollution	\$997,100		
7.2. Uninsured & Underinsured Watercraft	\$1,000,000		
7.3. Medical Expenses	\$50,000		
Optional Charter	Not Included		
Optional Crew, maximum of 1 at any time	Included		
Optional Breach of Warranty	Not Included		
Other Endorsement	Not Included		
Trip Navigation	Not Included		
Terrorism Risk Insurance Act	Included per policy terms		
Taxes / Fees / Surcharges			\$281
<b>Total</b>			<b>\$15,839</b>

**Navigation Limits:**  
Per attached Navigation Page

**Lay-Up Period:**  
N/A

**Primary Mooring Location / Additional Insured:**  
Residence Dock  
1421 NE 104th St  
Miami Shores, FL 33148

**Warranty:** N/A

**Lienholder:** Centennial Bank dba Shore Premier Finance ISAOA, PO Box 906, Conway, AR, 72033, US

**Included Forms & Endorsements at Time of Issue:**

Navigation Endorsement

**These Declarations, together with the Policy Conditions, Coverage Form(s) and any Endorsement(s) complete the above-numbered Policy.**

## 5. Agreement

- 5.1. This Kemah recreational yacht insurance policy, with your Declarations Page, Navigations Page and other amendatory endorsements, if any, it details the coverages and other conditions of **your** contract with **us**. **We** agree to provide the insurance described, unless stated otherwise or when any exclusion applies, in return for **your** premium, compliance with all contract conditions, and adherence to all representations provided by **you** to **us**.

## 6. Property Coverage

### 6.1. Yacht Physical Damage Coverage

- 6.1.1. Coverage Provided: **We** will pay for accidental, direct physical loss of or damage to the yacht
- 6.1.2. Deductible: The standard Deductible amount applies to each **occurrence** unless stated otherwise. The Standard Deductible will be waived when the **yacht** is a **total loss** as the result of an **occurrence**, however, this does not apply to covered **consequential damage** arising from excluded cause(s) of loss. If the **yacht** is damaged or lost as a result of, or in connection with, a **named storm**, whether directly or indirectly, the Named Storm Deductible applies. If the **yacht** is damaged or lost as a result of, or in connection with, theft, whether directly or indirectly, the Theft Deductible applies. If the yacht is damaged or lost as a result of, or in connection with, lightning, whether directly or indirectly, the Lightning Deductible applies.
- 6.1.3. Payment of Loss: If the **yacht** suffers partial loss or damage **we** will pay the reasonable cost to recover, repair or replace the loss or damage, up to the **agreed value**, subject to applicable depreciation as identified below under property coverage conditions. If the **yacht** is a **total loss**, **we** will pay the **agreed value**.
- 6.1.4. Loss Expense: **We** will pay, beyond the **agreed value**, for all reasonable costs for necessary salvage or loss mitigation **you** incur as a result of a covered loss, subject to a maximum of the **yacht agreed value**. This coverage does not apply to **wreck removal**.
- 6.1.5. **We** will pay half of the reasonable costs **you** incur to protect the **yacht** in the event of a **named storm** or tsunami watch or warning being issued for the location where the **yacht** is located. Expenses for the purchase of lines, anchors or additional equipment to secure the **yacht** are not included in this coverage. The total amount payable will not exceed \$2,500 per **named storm** or \$5,000 per policy term.
- 6.1.6. Loss of Use: **We** will pay half of the reasonable costs **you** incur for temporary lodging, airfare, train fare, rental car or rental of a replacement watercraft if a covered loss prevents **you** from continued lodging aboard the **yacht**. **We** will pay half of the reasonable costs **you** incur for rental of a replacement watercraft of like kind and quality if a covered loss that prevents **you** from planned usage of the **yacht**. **We** will pay half of any non-refundable entry or registration fees paid prior to an **occurrence** if **you** incur a covered loss within ten days prior to the start of a tournament or regatta, and the covered loss prevents **you** from participating. The total amount payable will not exceed \$5,000 per policy term, not to exceed \$100 per day for up to three days lodging, \$50 per day for up to three days car rental, or \$500 per person for airfare or train fare.

6.1.7. Guaranteed Repair: **We** guarantee repair of faulty workmanship during professional repair of the **yacht** and directly related to an **occurrence**. This coverage only applies within 24 months of the date of **occurrence** and is restricted to faulty workmanship by a person or entity **we** approved in advance, using methods **we** agreed to. There is no coverage if the **yacht** does not remain continuously insured with **us** from the time of the original **occurrence**. **We** reserve the right to recover any payment made due to faulty workmanship. The total amount payable will not exceed 25% of the **yacht agreed value**.

## 6.2. Tender Physical Damage Coverage

6.2.1. Coverage Provided: **We** will pay for accidental, direct physical loss of or damage to **your tender**. The Coverage Limit is the most **we** will pay for any **occurrence** regardless of the number of **tenders** lost or damaged.

6.2.2. Deductible: The Tender Deductible amount applies to each **occurrence** unless stated otherwise. The Tender Deductible will be waived if the **yacht** is a **total loss** as the result of the same **occurrence**.

6.2.3. Payment of Loss: If the **Tender** suffers partial loss or damage **we** will pay the reasonable cost to repair or replace up to the **actual cash value**, subject to applicable depreciation as identified below under property coverage conditions. If the tender is a total loss, **we** will pay the actual cash value.

## 6.3. Trailer Physical Damage Coverage

6.3.1. Coverage Provided: **We** will pay for accidental, direct physical loss of or damage to a trailer owned by **you** and used exclusively for storage or transportation of the **yacht** or any **tender**. The Coverage Limit is the most **we** will pay for any **occurrence** regardless of the number of trailers lost or damaged.

6.3.2. Deductible: The Trailer Deductible amount applies to each **occurrence** unless stated otherwise. The Trailer Deductible will be waived if the **yacht** is a **total loss** as the result of the same **occurrence**.

6.3.3. Payment of Loss: If a covered trailer suffers partial loss or damage, **we** will pay the reasonable cost to repair or replace up to the **actual cash value**, subject to applicable depreciation as identified below under property coverage conditions. If the trailer is a total loss, **we** will pay the actual cash value.

## 6.4. Personal Property Physical Damage Coverage

6.4.1. Coverage Provided: **We** will pay for accidental, direct physical loss of or damage to **personal property** while onboard, or being loaded onto or offloaded from, the **yacht** or **tender**. The Coverage Limit is the most **we** will pay for any **occurrence**. The most **we** will pay for loss of or damage to **fishing tackle**, or **collectibles** is \$5,000 per item or \$25,000 per **occurrence**.

6.4.2. Deductible: The Personal Property Deductible amount applies to each **occurrence** unless stated otherwise. The Personal Property Deductible will be waived if the **yacht** is a **total loss** as the result of the same **occurrence**.

6.4.3. Payment of Loss: If any **personal property** suffers loss or damage, **we** will pay the reasonable cost to repair or replace up to the **actual cash value**, subject to applicable depreciation as identified below under property coverage conditions.

6.4.4. Document Replacement: **We** will pay for the reasonable expenses that **you** or **your** guest incur to replace any required passport, birth certificate, license, permit, title or other legal document accidentally lost or destroyed, provided such loss occurs while travelling aboard the **yacht** outside of the United States and more than 300 miles from any mooring location named in this policy. The total amount payable will not exceed \$2,500 per policy term.

#### 6.5. Property Coverage Conditions

6.5.1. Property Not Covered: **We** do not cover fuel, perishables, consumables, cargo, contraband, money, travelers' checks, securities or similar documents of monetary value, computer software, electronic data, sunglasses, prescription eyewear or contact lenses, or watercraft other than the **yacht** or **tender** for loss or damage.

6.5.2. Restricted Coverage: **We** will not pay more than half of the covered costs **you** incur for loss of or damage to spare or uninstalled motors, engines or propulsion units, or to any property not located aboard the **yacht** or **tender** at the time of an **occurrence**. **We** will not pay more than 25% of the **agreed value** for covered costs **you** incur for loss of or damage to any **powertrain**.

6.5.3. Depreciation: Depreciation will be applied at a factor of 15% per calendar year, or any portion thereof, based on the verifiable age of a component suffering loss or damage. Depreciation will never exceed 70%, and will never exceed 50% on mast or spars, or 25% on props and shafts. Depreciation applies beginning at 1 year of age on all batteries, anti-fouling paint, tires, sails, carpeting, vinyl, canvas, plastic, upholstery, or flexible protective coverings. Depreciation applies beginning at 5 years of age on all outboard motors or outdrive units, or any components thereof. Depreciation applies beginning at 7 years of age on any gasoline fueled inboard motor, or any components thereof. Depreciation applies beginning at 10 years of age on running gear, any diesel fueled inboard motor, or any components thereof, and on any machinery, appliances or electronics, or any components thereof, not otherwise described above. Depreciation applies beginning at 10 years of age on any rigging, or any components thereof, and at 15 years of age on any mast or spars.

6.5.4. Standards of Repair: **We** have the option of limiting payment to the reasonable cost of replacing damaged components with like kind and quality new components, less any applicable depreciation. **We** are not obligated to compensate **you** for upgrades or betterment. **We** will not be obligated to repair or replace an entire pair, set or series of objects when one or more is not lost or damaged as the result of an **occurrence**. **We** have the option of limiting payment to the reasonable cost of applying suitable patches and repainting or resurfacing a damaged area, in accordance with standard marine repair practice, so that the damaged area will match, as closely as practical, the surrounding surfaces; if one side of the hull of the **yacht** or **tender** is damaged and repainting or recoating is necessary, the most **we** will pay is the cost of repainting or recoating that one side.

#### 6.6. Emergency Towing & Assistance Coverage

6.6.1. Towing & Assistance: **We** will pay for the reasonable expenses **you** incur for professional towing to the nearest location where necessary repairs or service can be performed, or for delivery of necessary supplies and emergency labor, if a **covered vessel** is disabled while afloat and away from safe harbor, or if **your** covered trailer becomes disabled on a roadside. The Coverage Limit is the most **we** will pay for any **occurrence**. This coverage shall be deemed excess over all other valid and collectible towing or assistance benefits.

- 6.6.2. Temporary Replacement Captain: **We** will pay for the reasonable expenses **you** incur for a temporary replacement captain necessitated by **bodily injury to you** or a covered paid captain during service to **your yacht** which prevents performance of planned navigational duties. The most **we** will pay for replacement captain services is \$1,000 per policy term.

## 7. Liability Coverage

### 7.1. Protection & Indemnity Liability Coverage

- 7.1.1. Coverage Provided: **We** will pay sums an **insured** is legally obligated to pay as damages for **bodily injury, property damage, environmental damage, pollution or wreck removal** resulting from an **occurrence** arising out of the ownership, maintenance, or use of the **yacht, or tender**. **We** will pay sums **you** are legally obligated to pay as damages for **bodily injury, or property damage** resulting from an **occurrence** arising out of the use of a **non-owned yacht**; however if other liability coverage applies, **we** will only provide a proportional share of the highest available limit for the **occurrence**
- 7.1.2. Additional Insured: **We** will pay sums an **additional insured** is legally obligated to pay as damages with respect to their vicarious liability for damages arising out of **your** ownership, maintenance or use of the **yacht or tender**.
- 7.1.3. Payment of Loss: The Coverage Limit is the most **we** will pay for any one **occurrence**, regardless of how many claims, watercraft, people or entities are involved. **We** may investigate, negotiate and settle any such loss at **our** sole discretion. The most **we** will pay for **environmental damage** is the lesser of the Coverage Limit or \$500,000. The most **we** will pay for **pollution** is the greater of the Coverage Limit or your statutory limit of liability as defined by the Oil Pollution Act of 1990 and its subsequent amendments.
- 7.1.4. Defense: **We** will defend an **insured** or **additional insured** against any suit seeking covered damages for **bodily injury, property damage, environmental damage, pollution or wreck removal** with counsel of **our** choice. **We** will pay accrued interest, or pre-judgment interest awarded, for any portion of a judgment **we** are responsible for paying, ending when **we** pay or make an offer to pay that portion of a judgment. **We** will pay premiums on bonds valued not more than the Coverage Limit. **We** will pay the reasonable costs an **insured** incurs at **our** request, including verifiable lost earnings not to exceed \$250 per day or \$10,000 per **occurrence**. Costs **we** pay for defense are in addition to the Coverage Limit, up to the Coverage Limit.

### 7.2. Uninsured & Underinsured Watercraft Liability Coverage

- 7.2.1. Coverage Provided: **We** will pay sums **you** are legally entitled to recover, from an **uninsured or underinsured** owner or operator, as damages for **bodily injury** occurring aboard a **covered vessel** from a collision resulting in verifiable evidence of physical contact between **your covered vessel** and a watercraft owned or operated by an **uninsured or underinsured** person. Coverage does not apply under any state or federal compensation law or act, whether directly or indirectly, or to claims settled without **our** prior written consent.

7.2.2. Payment of Loss: The Coverage Limit is the most **we** will pay for any one **occurrence**, regardless of how many claims, watercraft, people or entities are involved. **We** will reduce any payment by the value of any damages paid or payable to **you** under liability coverage limits available to any **uninsured** or **underinsured** owner or operator. If other **uninsured** or **underinsured** watercraft coverage applies to **you**, **we** will only provide a proportional share of the highest available limit for an **occurrence**.

### 7.3. Medical Expenses Liability Coverage

7.3.1. Coverage Provided: **We** will pay for reasonable and necessary **medical expenses** incurred and reported to **us** within 1 year of the date of **occurrence**, secondary to and excess over all other valid and collectible insurance applicable to the same **occurrence**. Coverage does not apply to trespassers.

7.3.2. Cooperation Required: Any person seeking coverage for **medical expenses** must cooperate by participating in any reasonable physical examination **we** request, by a medical professional of **our** choice at **our** expense, and provide requested authorization for the release of all related medical reports or records to **us**.

7.3.3. Emergency Veterinary Expenses: **We** will pay for the reasonable expenses **you** incur for emergency veterinary services for any domesticated pet legally owned by **you**, due to sudden or unexpected injury received aboard, or while boarding or exiting, the **yacht** or **tender** and reported to us within 30 days of the date of **occurrence**.

7.3.4. Search and Rescue: **We** will pay for reasonable expenses **you** incur for search and rescue operations due to a person being lost in the water off a **covered vessel**.

7.3.5. Payment of Loss: The Coverage Limit is the most **we** will pay for any one **occurrence**, regardless of how many claims or people are involved. Payments made are not an admission of liability. The most **we** will pay for emergency veterinary services is \$2,500 per policy term. The most **we** will pay for search & rescue is \$25,000 per policy term.

## 8. General Conditions

8.1. Policy Period: Coverage applies for a term of 1 year, unless stated otherwise, to **occurrences** that fall within the stated policy period, beginning and ending at 12:01 am Eastern Standard Time.

8.2. Territory: Coverage applies, unless stated otherwise, only while the vessel is afloat within the Navigation Limits specified, or while ashore or when being trailered within North America. There is no Property coverage while the Yacht is being loaded onto, unloaded from or transported aboard a cargo vessel, or when being transported more than 500 miles over land by common carrier.

8.3. Lay-Up: If an optional Lay-Up period is included, the **yacht** and any **tender** must remain out of commission and unavailable for immediate navigation during the dates indicated. The **yacht** must not be occupied for more than 2 overnight stays in any 30 day period during lay-up. There is no coverage for any **occurrence** during, caused by or resulting from any violation of the Lay-Up conditions.

8.4. Held Covered: If the Navigation Limits or Lay-Up period are unwillingly violated for reasonable and necessary reasons beyond **your** control, coverage will remain in effect, provided that **you** notify **us** immediately of the violation and pay any additional premium **we** determine appropriate within 21 days of our request for payment.

8.5. Concealment, Fraud or Misrepresentation: This policy will be void from inception if **you** conceal or misrepresent to **us** any material fact relating to this insurance at any time.

- 8.6 Policy Authors: Regardless of who may have drafted or prepared this policy, or any portions thereof, the provisions contained herein shall be deemed to have been authorized by **us**.
- 8.7. Policy Changes: No changes may be made unless they are agreed to in writing by **us**.
- 8.8. Cancellation: If the premium payable at inception is not paid by the due date, the policy will be void. **You** may cancel this policy at any time by returning it to **us**, or by notifying **us** in writing of a future cancellation date. **We** may cancel this policy by notifying **you** in writing, at the last mailing address known to **us**, at least 10 days before the stated effective date of cancellation. If this policy is cancelled, **we** will refund unearned premium to **you** pro rata.
- 8.9. Conforming to Law: Any provision in this policy that conflicts with state or federal law is automatically amended to conform to the minimum provisions of the law. It is agreed that **you** will obtain and maintain current all licenses or permits necessary for legal use and operation of a **covered vessel**.
- 8.10. Conforming to Trade Sanction Laws: This policy does not apply to the extent that trade or economic sanctions, or other laws or regulations, prohibit **us** from providing insurance.
- 8.10.1. Kemah shall not be deemed to provide cover and Kemah shall not be liable to pay any claim nor provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Kemah to any sanction, prohibition or restriction under United Nations or the trade or economic sanctions, laws or regulations of the United State of America.
- 8.10.2. US Treasure Department's office of Foreign Assets Control: U.S. Treasury Department's Office of Foreign Assets Control (OFAC) administers and enforces economic and trade sanctions based on US foreign policy and national security goals based on Presidential declarations of "national emergency." OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers and "Specially Designated Nationals and Blocked Persons." This list can be found on the United States Treasury's web site – <http://www.treas.gov/ofac>
- 8.10.3. In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated US sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance will be immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.
- 8.11. Transfer of Interest: **You** cannot transfer interest in the policy to anyone else. When **you** sell, assign, or otherwise transfer title to the **yacht**, or when **your** interest in the **yacht** is legally or equitably removed, dissolved or of no further effect, coverage will terminate immediately. There is no coverage if **you** do not have an insurable interest at the time of an **occurrence**.
- 8.12. Rights of Recovery: There is no coverage if an **insured** waives any rights to recover damage from any person or entity that may be liable; however, this does not apply to an **additional insured** provided such contract or agreement is fully executed prior to an **occurrence**. **We** retain rights of subrogation for any payment of loss on behalf of an **insured**. If **we** pay for a loss to or on behalf of an **insured** who also recovers damages for that loss from others, the **insured** must reimburse **us** to the extent of **our** payment.
- 8.13. Bankruptcy: **We** will meet **our** obligations under this policy regardless of whether **you** or **your** estate becomes bankrupt or insolvent.

- 8.14. Duties after a Loss: **Your** failure to cooperate will void coverage under this policy. **You** must notify **us** immediately after any **occurrence** which may be covered or give rise to a claim under this policy. **You** must take all reasonable means that are necessary to mitigate loss to **your** property. At **our** request, **you** must submit to **us** a complete, sworn proof-of-loss document of **our** choice. **Insureds** must cooperate with **us** in all aspects of investigating and settling any loss, and agree to be examined under oath at **our** request. **Insureds** must allow **us** to examine any required loss records and inspect damaged property prior to alteration, repair or disposal. **Insureds** must not assume any liability, obligation, or expense without **our** prior written consent, except loss mitigation costs to protect covered property from further loss. **Insureds** must cooperate with **us** in efforts to recover any loss payment from any person or entity that may be liable for those sums.
- 8.15. Duplicate Benefits: It is agreed that no person or entity will recover duplicate payments under different applicable coverages for the same elements of an **occurrence**.
- 8.16. Loss Conditions: No action **we** take after an **occurrence** to mitigate damage or investigate a loss can be considered a waiver of **our** rights, or an admission of coverage or liability. **You** cannot abandon any property to **us**, or to any other person or entity, without **our** prior written consent. **We** will reduce any payment for property damage by the value of any prior loss or damage not repaired or replaced at the time of loss. In the event of a total loss involving covered **consequential damage** arising from excluded cause(s) of loss, we will reduce any payment for property damage by the **actual cash value** of any item, part, or component damaged by excluded cause(s). **We** will pay for a covered loss no later than thirty (30) days after **we** reach agreement with **you**, or after final judgment is entered by the court.
- 8.17. Loss Payee: Policy coverage, conditions and exclusions apply equally to **you** and any Loss Payee. If a Loss Payee is named, any property loss settlement will be payable to **you** and the Loss Payee. If optional Breach of Warranty coverage is included, a Loss Payee's rights shall not be affected by **your** failure to comply with any warranty or condition over which the Loss Payee has no control, however policy exclusions apply equally to any Loss Payee. Payment to a Loss Payee under optional Breach of Warranty coverage is limited to the value of covered loss or damage to the **yacht** and will not exceed the verifiable balance of the Loss Payee's primary lien on the **yacht**. Any Loss Payee seeking Breach of Warranty coverage must cooperate with all duties after a loss, as stated above, and remit to **us** any uncollected premium due.
- 8.18. Total Loss: If the **yacht** is a **total loss** as the result of an **occurrence**, coverage will terminate no later than the effective date of total loss settlement, and premium is fully earned. **We** will reduce any payment for total loss of the Yacht by the value of any uncollected premium due. When **we** pay for a total loss, **we** reserve the right to keep the remains of the property, or the sale proceeds if sold.
- 8.19. Disputed Property Coverage: If **we** fail to reach an agreement with **you** regarding cause of loss, extent of related damages or reasonable repairs related to any property loss, either **you** or **we** may make written demand for appraisal. Within 30 days after receipt of an appraisal demand, **we** and **you** will each select a competent, impartial appraiser with no prior involvement with the **yacht** or **occurrence**. The 2 appraisers will review the loss and come to an agreement in regard to the facts in dispute. If the two 2 appraisers cannot reach an agreement, they will select an additional, mutually-acceptable, impartial umpire, with no prior involvement with the **yacht** or **occurrence** who will make a binding and enforceable determination. The agreement of the appraisers, or decision of the umpire, will be binding and enforceable against either **you** or **us** in a court of competent jurisdiction. **We** and **you** will each pay the cost of **our** own selected appraiser and will share any umpire's fees equally.

- 8.20. Arbitration: Any and all disputes, controversies or claims of any nature whatsoever arising out of, in connection with or relating to this policy or any breach thereof, shall be resolved exclusively by binding arbitration in the City of New York, State of New York, in accordance with the rules of the American Arbitration Association, as modified herein, before a panel of three arbitrators. Each party shall appoint their own arbitrator and the two arbitrators so chosen shall appoint a third to serve as the Chair. Each party shall bear the fees and expenses of their appointed arbitrator. All other costs, fees and expenses of the arbitration, including but not limited to the fees and expenses of the Chair, shall be borne equally by the parties. The arbitrator(s) shall have no power to award consequential, special, indirect and/or punitive damages and both parties agree to waive such claim(s). Pre-award interest, if any, on any award, or any judgment subsequently entered thereon, shall be assessed at the federal prime rate prevailing on the date of the award. In the event that the prevailing party in any such arbitration is compelled to resort to further legal proceedings to enforce any arbitration award, all attorneys' fees actually incurred by the prevailing party in any post-arbitration collection proceeding will be collectible from the non-prevailing party. Judgment upon the award rendered may be entered in any court having jurisdiction thereof. In the event the Consumer Arbitration Rules of the American Arbitration Association apply, then the location of the arbitration, the costs associated with the arbitrator(s) and arbitration and the power of the arbitrator to award special, indirect and/or punitive damages shall be determined in accordance with said Rules and the applicable law. This arbitration clause applies to everything in this policy except the Disputed Property Coverage condition found in this policy.
- 8.21. Legal Action Against Us: It is agreed that no legal action can be brought against **us** by an **insured** unless that **insured** has complied with all terms and conditions of this policy. In regard to property coverage, it is agreed that any action against **us** must be filed within 1 year after the date of an **occurrence**.
- 8.22. Applicable Law: This policy shall be governed by and construed in accordance with the General Maritime Law of the United States. To the extent that the General Maritime Law of the United States does not apply, then this policy shall be governed by and construed in accordance with the substantive laws of the State of New York, without giving effect to its conflicts of laws principles. The parties hereto agree to waive any claim for consequential, special, indirect and/or punitive damages in any arbitration or other legal proceeding.

## 9. Exclusions

- 9.1. General Exclusions: **We** will not pay for the following, regardless of whether any other cause or event contributed directly or indirectly, concurrently or in any sequence:
- 9.1.1. Damage to covered property caused by or resulting from wear and tear, deterioration, weathering, galvanic action, corrosion, rust, or by an insured's failure to exercise due diligence in the maintenance of the yacht or tender; however, **consequential damage** not otherwise excluded is covered;
- 9.1.2. Damage to covered property caused by or resulting from manufacturer defect, or design defect, or the cost of replacing or repairing any item having a **latent defect**; however, **consequential damage** not otherwise excluded is covered;

- 9.1.3. Damage to covered property caused by or resulting from electrolytic action; however **consequential damage** not otherwise excluded is covered; further, this exclusion does not apply if there is no evidence that the **yacht** or **tender** was a source of electrical current capable of causing or contributing to the condition;
- 9.1.4. Damage to covered property caused by or resulting from unseaworthiness, inherent vice, or an **insured's** intentional acts, or willful misconduct or neglect;
- 9.1.5. Damage to covered property caused by or resulting from osmosis, blistering, bubbling, or delamination, unless caused by fire not otherwise excluded;
- 9.1.6. Damage to covered property caused by or resulting from **freeze**; however, this exclusion does not apply to a **yacht** or **tender** which has been professionally winterized by a person or entity other than an **insured**;
- 9.1.7. Damage to covered property caused by insects, animals, vermin or marine life, unless caused by collision; however, resulting damage not otherwise excluded is covered;
- 9.1.8. Unexplained disappearance of **personal property**, unless there is physical evidence of theft, or misappropriation of property by any person or entity authorized by **you** for the purpose of storing, transporting, repairing, restoring or selling it;
- 9.1.9. Damage to covered property caused by or resulting from actual or attempted capture, seizure, arrest, detainment, or confiscation by any government;
- 9.1.10. Loss or diminution of value, or diminution of function, to covered property;
- 9.1.11. Liability of an **insured** to another **insured** for **property damage**, or liability of an **insured** to **you** or any **family member** for **bodily injury**;
- 9.1.12. Damage to covered property, or liability for **bodily injury** or **property damage**, while participating in, practicing for, or preparing for any kind of prearranged or organized race, speed contest or stunt; however, this does not apply to predicted log cruises or to racing by sailboats;
- 9.1.13. Damage to covered property, or liability for **bodily injury** or **property damage**, arising from fraudulent or intentional acts, willful misconduct or neglect, or criminal trade or transportation;
- 9.1.14. Damage to covered property, or liability for **bodily injury** or **property damage**, arising from the presence of or exposure to asbestos, silica, mold, fungi or bacteria;
- 9.1.15. Damage to covered property, or liability for **bodily injury** or **property damage**, arising from actual or threatened civil war or revolution, rebellion, political or labor disturbance, civil commotion, riots, insurrection, warlike act or the use of military or naval weapons, nuclear radiation or contamination, chemical or biological weapon or material, or electromagnetic attack;
- 9.1.16. Damage to covered property, or liability for **bodily injury** or **property damage**, directly or indirectly caused by, or contributed to by, or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system;
- 9.1.17. Liability for **bodily injury** or **property damage** to any person being towed from or behind a **covered vessel**, or participating in any scuba diving activity off a **covered vessel**; however, this does not apply to an **occurrence** as the result of emergency services to a **covered vessel**;

- 9.1.18. Liability for **bodily injury** or **property damage** arising out of the transportation of a **covered vessel** on land, or the operation of any motorized vehicle other than a **covered vessel**;
- 9.1.19. Liability for **bodily injury** or **property damage** arising out of the illegal use, sale, manufacture, transport or possession of any controlled substance;
- 9.1.20. Liability for **bodily injury** or **property damage** arising out of any discrimination, sexual act, physical abuse, molestation, or corporal punishment by an **insured**;
- 9.1.21. Liability for **bodily injury** or **property damage** arising out of **commercial use**; however this exclusion does not apply to **charter** if that optional coverage is included;
- 9.1.22. Liability to any person for any unemployment compensation, state workers' compensation or federal Longshoremen's and Harbor Workers' Compensation benefits;
- 9.1.23. Liability for **bodily injury** under the federal Jones Act, Death on the High Seas Act, Maintenance and Cure, or General Maritime law, or other disability benefits or lost wages; however, this exclusion does not apply to an **incidental captain**, or if sufficient optional Crew coverage is included;
- 9.1.24. Punitive damages, governmental fines or penalties; however this exclusion does not apply to **environmental damage** or **pollution**; or
- 9.1.25. Liability assumed by an **insured** under any contract or agreement.
- 9.2. Communicable Diseases: This policy excludes any claim, loss, expense or liability of any kind whatsoever arising from, relating to or to the extent contributed to, by any bacterial, viral, microbial or biological infection causing, anticipated to cause or having been caused by, any communicable infection, epidemic or pandemic event(s) or loss(es), including but not limited to the Covid-19 virus. This absolute exclusion shall apply regardless of whether this policy provides coverage in respect of such an exposure, or is construed, ordered or regulated to provide coverage in respect of such an exposure.
- 9.3. War and Terrorism Exclusion
- 9.3.1. Notwithstanding any provision to the contrary within this policy or any endorsement thereto it is agreed that this policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss :
- 9.3.1.1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or:
- 9.3.1.2. any act of terrorism.
- 9.3.2. An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s) , committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public in fear.
- 9.3.3. This policy also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 9.3.1.1. and/or 9.3.1.2.

- 9.3.4. If we allege that be reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon you.
- 9.3.5. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 9.3.6. This exclusion shall not apply to any “insured loss” directly resulting from any “act of terrorism” as defined in the “U.S. Terrorism Risk Insurance Act of 2002”, as amended (“TRIA”).

The coverage afforded by this clause is only in respect of any “insured loss” of the type insured by this policy directly resulting from an “act of terrorism” as defined in TRIA. The coverage provided by this clause shall expire at 12:00 midnight on the date on which the TRIA Program is terminated by the federal government or the expiry date of the policy, whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates. This clause applies in full force and effect to any other losses and any act or events that are not included in said definition of “act of terrorism”.

This policy will not pay any amounts which are not recoverable under the terms of TRIA (including subsequent action of Congress pursuant to the Act) due to the application of any clause which results in a cap on coverage under this policy for payment for terrorism losses.

## 10. Definitions

Select words used throughout this policy have specified meanings which are defined as follows:

- 10.1. **Actual cash value** means the pre-loss market value of used property of comparable age, material, quality and purpose.
- 10.2. **Agreed value** means the stated value of the identified **yacht** or **tender** shown on the Declarations Page, and agreed to by **you** and **us**, unless stated otherwise; however, if the **yacht** is advertised for sale at a price lower than the stated value at the time of loss or for a period of 12 months prior to the loss, **agreed value** shall be the lowest advertised sale price during that period. The **agreed value** for a **newly acquired yacht** is the lesser of its verifiable purchase price or **actual cash value**, never to exceed the stated coverage limit.
- 10.3. **Additional insured** means any person or entity so identified in the policy. **Additional insured** also means any marina, yacht club or similar entity when required under a written contract or agreement regarding the **yacht** or **tender** for slip or mooring rental, storage, repair, or participation in a **marine event**, provided such contract or agreement is fully executed prior to an **occurrence**.
- 10.4. **Bodily injury** means physical harm, sickness or disease sustained by a person, including death resulting from any of these. It does not include non-physical injuries, including emotional distress or mental anguish unless resulting from physical injury to the same person.
- 10.5. **Charter** means rental or hire of the **yacht**, including the carriage of paying passengers. If optional **charter** coverage is included **you** are restricted to 21 days of **charter** per policy term, not more than 6 paying passengers per **charter**, and no overnight **charter** use is permitted.

- 10.6. **Coastal** means the offshore and near-shore waters of the Atlantic and Pacific Oceans, their sounds, the Gulfs of California and Mexico, and Caribbean Sea, not more than 300 miles from mainland North America or 100 miles from Hawaii.
- 10.7. **Collectibles** means antiques, art, paintings, jewelry, gems, precious stones, furs, memorabilia, souvenirs, trading cards, and articles of rarity or antiquity.
- 10.8. **Commercial use** means a business purpose, including use in any trade, occupation or profession, including **charter**. It does not include business entertainment for which there is no direct compensation, possession of a commercial fishing license for the sole purpose of selling excess catch, or exhibition at a boat show or demonstration.
- 10.9. **Consequential Damage** means damage to your yacht ensuing from excluded cause(s) of loss. **Consequential damage** does not include any item, part, or component damaged by excluded cause(s) of loss; further, for the purpose of determining **consequential damage a powertrain** is considered a single component.
- 10.10. **Covered vessel** means the **yacht, tender, or non-owned yacht**.
- 10.11. **Environmental damage** means governmental fines or penalties **you** incur resulting from damage or injury to, or alteration or destruction of, marine natural habitat arising from contact with a **covered vessel**. It does not include damage caused by or liabilities, fines or penalties resulting from **pollution**.
- 10.12. **Family** means any person who resides in **your** household and is related to **you** by blood, marriage, legal domestic partnership, or adoption. This includes or any ward or foster child in **your** care who resides in **your** household.
- 10.13. **Fishing tackle** means the equipment or gear used for fishing, including hooks, lines, sinkers, floats, rods, reels, lures, spears, nets, gaffs, traps, and tackle boxes.
- 10.14. **Freeze** means ice or freezing within or on the **yacht or tender**. It does not include impact of or with floating or falling ice.
- 10.15. **Incidental captain** means one temporary, professional captain, holding all valid and current licenses necessary for the vessel and activities in question, who is employed, compensated or directed by **you** in service to a **covered vessel** not more than 5 days per policy term. It does not apply if **you** use more than 1 paid captain per policy term.
- 10.16. **Inland** means interior waters of the United States and Canada at least 5 miles from any **coastal waters**, including bays, lakes, and rivers and excluding oceans, sounds, gulfs and seas; further, inland waters does not include any location in Florida or Hawaii or within 60 miles from the Gulf of Mexico.
- 10.17. **Insured** means **you** and **your family, or your members**, and any Additional Named Insured. **Insured** also means any person using a **covered vessel** with **your** permission, including a captain or crew member employed, compensated or directed by **you**. However, this does not include any person operating or employed by a shipyard, marina, boat repair yard, sales agency or similar business.
- 10.18. **Latent defect** means a flaw in a material component from the time of manufacture and which is not discoverable through ordinary methods of testing.

- 10.19. **Marine event** means a pre-arranged or organized activity, occasion or occurrence including yacht club functions, class rendezvous, predicted log contests, fishing tournaments, boat shows, marine parades and charitable events. **Marine event** does not include any prearranged or organized race, speed contest or stunt; however, this does not apply to predicted log contests or to racing by sailboats.
- 10.20. **Medical expenses** means the reasonable and necessary costs of professional medical care, including ambulance, hospital, first aid, dental, surgical, nursing, prosthetic devices, and funeral costs related to accidental **bodily injury** received aboard, or while boarding or exiting, a **covered vessel**, regardless of fault. It does not include any costs compensable under any state or federal compensation law or act.
- 10.21. **Member** means any named owner, partner, beneficiary, officer or director of an entity identified as owner of the **yacht**.
- 10.22. **Named storm** means all conditions related to or resulting from a Tropical Depression, Tropical Storm, Hurricane or other storm system (including extratropical, post-tropical and/or subtropical cyclones) that has been identified and assigned a name by the National Hurricane Center or the National Weather Service including but not limited to wind, lightning, tornado, precipitation, flooding, storm surge or accumulation of water whether driven by wind or any other force, windborne or waterborne debris, or electrical failure. **Occurrences** resulting from a **named storm** also include vandalism or fire occurring within 96 hours of storm conditions, **bodily injury** or **property damage** occurring during or in response to storm conditions, or any claim of negligence related to action or inaction in preparing or responding to storm conditions.
- 10.23. **Newly acquired yacht** means a watercraft between 26 and 65 feet length overall purchased by **you** for a temporary period not exceeding 30 days from the verifiable purchase date, and for which no other valid insurance benefits apply. **You** must request coverage within 10 days of purchase and pay any additional premium **we** determine appropriate. This coverage does not apply to powerboats designed for or capable of speeds in excess of 55 miles per hour or to sailboats participating in any race or speed contest.
- 10.24. **Non-owned yacht** means a watercraft with speed capabilities less than 70 miles per hour that is not owned by any **insured** in whole or part, not available for any **insured's** regular use, not rented or chartered by any **insured**, or not used by any **insured** without the permission of the owner.
- 10.25. **Occurrence** means a loss, damage or accident occurring within the policy period to which this insurance applies. A series of incidents arising from the same originating cause, including continuous or repeated exposure to the same general conditions, is considered to be one **occurrence**.
- 10.26. **Personal property** means clothing, **fishing tackle**, sports equipment, computer hardware, tools, **collectibles**, or other personal property belonging to an **insured** or guest. It does not include any part of the **yacht, tender**, other watercraft or paid cargo.
- 10.27. **Personal watercraft** means a recreational watercraft less than 16 feet length overall capable of carrying 1 or more people, powered by an inboard motor with jet propulsion, and designed to be operated by a person sitting, straddling, kneeling, or standing on it.

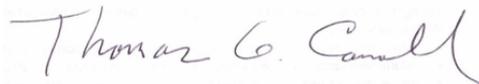
- 10.28. **Pollution** means the unintentional discharge, leakage, release or escape of liquids or gasses including fuel, oil and petroleum products or derivatives, acids, alkalis, chemicals, waste, vapors, fumes, or other irritants or contaminants.
- 10.29. **Powertrain** means a motor or engine, transmission, drive, running gear, props, shafts, or any other components thereof.
- 10.30. **Property damage** means physical injury to, or loss or destruction of, tangible property excluding contraband, money, travelers' checks, securities or similar documents of monetary value.
- 10.31. **Replacement cost** means the cost to replace property with new equivalent of comparable material, quality and purpose.
- 10.32. **Tender** means a watercraft, including any dedicated propulsion equipment, owned by **you** that is used in conjunction with and regularly carried aboard the **yacht**. It does not include any **personal watercraft** unless specifically identified in the policy.
- 10.33. **Total loss** means property is unrecoverable, not located within 30 days from any **occurrence** or discovery of loss, or that the reasonable expense of recovering and repairing covered property equals or exceeds the applicable limit of insured value. In regard to document replacement, a document is considered lost when it is stolen or not located within 48 hours of an **occurrence**.
- 10.34. **Underinsured** means any owner or operator of a watercraft other than the **yacht** or any **tender**, excluding all **insureds**, for whom applicable liability policy limits are less than the damages which **you** may be legally entitled to recover. It does not include any owner or operator of a watercraft owned by **you** in whole or part or available for **your** regular use, or owned, leased to or contracted by a government agency or authority.
- 10.35. **Uninsured** means any owner or operator of a watercraft other than the **yacht** or any **tender**, excluding all **insureds**, who cannot be identified or to whom no liability policy or other insurance applies. It does not include any owner or operator of a watercraft owned by **you** in whole or part or available for **your** regular use, or owned, leased to or contracted by a government agency or authority.
- 10.36. **We, us** and **our** refer to the Company providing this insurance.
- 10.37. **Wreck removal** means the reasonable expenses **you** incur to raise, remove, destroy or dispose of the wreck of the **yacht** if **you** are legally required to do so.
- 10.38. **Yacht** means the insured vessel identified on the Declarations Page, or a covered **newly acquired yacht**, including her hulls, spars, sails, engines, machinery, furniture, equipment, and stores. It does not include any **tender** or other watercraft, **personal property**, or paid cargo.
- 10.39. **You** and **your** refer to any person or entity identified as owner of the **yacht**. **You** also refers to **your** legal representative or temporary legal custodian of the **yacht** in the event of **your** death.

## 12. Signing Page

Kemah Marine for & on behalf of Clear Spring Property and Casualty Company

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

By

Thomas G. Carroll  
Managing Partner, Kemah Marine

## Endorsements

### 1. Navigation Endorsement

1.1 Navigation is permitted in and on the inland and coastal waters of the following states, provinces, territories and nations:

East Coast US including Florida and the Bahamas, Turks & Caicos Islands (north of 20 degrees north latitude and west of 71 degrees west longitude)

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED