



Recreational Marine Policy



Recreational Marine Policy Quick Reference

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DECLARATIONS PAGE

0100599
NBOA MARINE INSURANCE AGENCY INC
4404 North Tamiami Trail
Sarasota, Florida, 34234

Policy Number: 045779395

This is your Policy's Declarations Page. Please read carefully. It gives you important facts about your coverage.
The Company Providing This Insurance: National Union Fire Insurance Company of Pittsburgh, PA

The Named Insured Under This Policy: STELLABOTTE, MICHAEL
STELLABOTTE, GABRIELE

Address: 9807 NW 20TH ST
PEMBROKE PINES, Florida, 33024

Mooring Location: LAUDERDALE SMALL BOAT CLUB
FORT LAUDERDALE, Florida, 33315

The Vessel Covered By This Policy: Felicity

Year Built	Length	Make	Model	Hull Ident. No
2003	31 ft	SEA RAY	280 SUNDANCER	SERT2266C303

This policy will take effect on 12-18-2018 and end on 12-18-2019

It will begin and end at 12:01 A.M. standard time, at the place where this policy was issued.

In return for the "Total Premium," listed below, we agree to provide the insurance coverages for which a premium is shown in the chart below.

Coverage Provided

Parts	Coverages	Amount of Insurance	Deductible Amount	Premium
A	Property Damage	\$ 55,000.00	2 %	\$ 1,253.00
	Commercial Towing & Assistance	\$ 5,000.00	\$ 0.00	Included
	Windstorm Deductible		10 %	
	Tenders	\$ 10,000.00	\$ 250.00	Included
	Personal Watercraft	\$ 0.00	\$ 0.00	\$ 0.00
B	Liability Coverage	\$ 300,000.00	\$ 0.00	\$ 210.00
C	Medical Payments	\$ 30,000.00	\$ 0.00	Included
D	Uninsured and Underinsured Boater	\$ 300,000.00	\$ 0.00	Included
E	L&HCA	\$ 300,000.00	\$ 0.00	Included
F	Trailer	\$ 10,000.00	\$ 250.00	Included
G	Personal Property	\$ 25,000.00	\$ 250.00	Included

TOTAL PREMIUM: \$1,463.00

LIMITS ON USE: See Navigation Warranty

Lay-up Warranty - It is warranted the vessel will be laid up for part of the year, the dates are:

From noon:

To noon:

Laid up ☐ If this box is marked, you agree to lay-up your vessel during the above period.

LOSS PAYEE: We will make payments for Part A: Property Damage losses to the Assured and US BANK TRANSAMERICA
PO BOX 790179
St Louis, MO, 63179-0179

Countersigned at this day of 10-17-2018



RECREATIONAL MARINE POLICY

AGREEMENT AND DEFINITIONS

AGREEMENT

This is a legal contract between you and us. We will provide the insurance coverage described in this policy in return for the premium and the compliance by all covered persons with all applicable provisions of this policy.

DEFINITIONS

Throughout this policy, you and your refer to the named insured as shown in the Declarations Page, and we, us and our refer to the company providing this insurance. In addition, certain words and phrases are defined as follows:

Insured Property is defined as:

- a. the vessel(s) shown on the Declarations Page, including spars, sails, machinery, furniture, **dinghies/ tenders**, outboard motors, fittings and other equipment normally required; for the operation or maintenance of the vessel; personal watercraft unless specifically noted on the Declaration page, and mooring and cradles are excluded;
- b. any vessel that you acquire ownership of during the Policy Period; however, you must notify us within 30 days of the time you acquire the vessel or coverage will lapse on the newly acquired vessel; in the event of loss prior to notification, we will pay no more than its cost to you subject to a deductible of two (2%) percent of the hull value or \$500, whichever is greater.

Covered Person is defined as

- a. you or a **family member**, or
- b. any person or other legal entity, including a paid crew member, operating your vessel(s) with your permission or that of a family member, but only with respect to their legal liability arising out of its use.

Covered Person shall not include any person, company or other legal entity, or any of their agents or employees, operating a shipyard, boat repair yard, marina, yacht club, sales agency, boat service station or similar organization.

Family Member is defined as a person related to you by blood, marriage or adoption that lives in your household including a ward or foster child

Horsepower is defined as that amount stated by the manufacturer as peak-developed horsepower as measured at the flywheel.

Dinghy/Tender is defined as a small craft owned by you which is used to service and maintain the insured vessel.

Personal Watercraft is defined as a vessel less than 13' in length upon which the owner sits or stands astride, and powered by an internal water jet propulsion.

Latent Defect is a flaw in the material which is existing at the time of the building of the vessel or her machinery and which is not discoverable by the insured through ordinary methods of testing.

Tropical Depressions, Tropical Storms and Hurricanes are defined as those so designated by the National Weather Service and/ or the National Hurricane Center.

National Weather Service and/or the National Hurricane Center.

Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be disposed of, recycled, reconditioned or reclaimed.

Pollution means the actual, alleged or threatened discharge, spillage, leakage, or emission of oil, fuel, petroleum products or other **pollutants**.

Uninsured or Underinsured Boater and Uninsured or Underinsured Owner-Operator means any owner or operator of a vessel, other than the vessel named in this policy, who is legally responsible for the accident and:

- a. has no applicable liability insurance policy or bond at the time of accident;
- b. for whom the sum of the limits of liability under all bodily injury liability bonds or policies applicable at the time of accident is not enough to pay the full amount the injured person is legally entitled to recover as damages; or
- c. who cannot be identified, such as a hit-and-run operator.



PART A: PROPERTY DAMAGE COVERAGE

PERILS INSURED AGAINST: We will provide coverage for accidental, direct physical loss or damage to your insured vessel as well as salvage charges except as specifically excluded in this policy.

OVERLAND TRANSPORT: We will provide coverage while your vessel is being transported overland including loading and unloading, provided the distance is 250 miles or less from the stated mooring location for the vessel. Distances greater than 250 miles require our prior written permission unless the means of conveyance is a trailer owned by you.

EXCLUSIONS: We do not provide coverage under Part A: Property Damage Coverage against loss or resulting damage from:

- a. wear and tear, gradual deterioration, weathering, insects, mold, animals or marine life; however, coverage is provided for accidental damage resulting from zebra mussels and muskrats, but only applies to engines, generators, and pumps that are attached to the insured vessel;
- b. marring, scratching or denting;
- c. osmosis or blistering;
- d. manufacturer's defects or defects in designs;
- e. the cost of replacing or repairing any item having a latent defect that causes damage to your **insured property**, however, resulting damage would be covered;
- f. corrosion, except electrolytic (stray current) corrosion.

EQUIPMENT ON SHORE: We will provide coverage for all **insured property** removed temporarily from your vessel for storage on shore.

The amount of insurance on the vessel will be reduced by the amount covered onshore.

DEDUCTIBLE AMOUNT

- a. we will adjust each claim separately for a covered loss to your **insured property**; the amount of each adjusted claim will be automatically reduced by the Deductible Amount shown on the Declarations Page; no deductible will be applied in the event of a total loss to your vessel, except for conditions outlined in paragraph b below; for deductible purposes, we will treat any two or more covered losses resulting from the same accident or occurrence as one claim;
- b. if a Windstorm Deductible Amount is shown on the Declarations Page, we will apply that deductible to covered losses caused by wind, rain, wave, or hail when those losses are the result of either a **Tropical Depression, Tropical Storm or Hurricane**. This deductible will be in lieu of the Part A: Deductible Amount shown on the Declarations Page, and will be applied to the amount of each loss. It will be applicable to all partial, total or constructive total losses.



LOSS SETTLEMENT: This is an agreed value policy in the event of loss or damage to your **insured property**, we will pay the lowest of the following amounts:

- a. the Part A: Property Damage Coverage limit as shown on the Declarations Page;
- b. the cost of replacement;
- c. the cost to repair with no deduction for depreciation, except as specified in Part A: Property Damage Coverage and as shown in the Property Subject to Depreciation section.

We will pay for a total loss to your vessel and other covered property only if:

- a. the vessel is completely lost or destroyed;
- b. the cost of recovering and/or repairing the vessel is greater than the amount of insurance shown on the Declarations Page.

In the event of payment for a total loss, we retain all rights to the vessel.

The cost of repairs shall be determined by yacht repair yards, equipment repairers or surveyors agreeable to us.

The amount we will pay for a total loss shall be reduced by the amount paid for repairs of prior covered damage not completed at the time of the total loss.

PROPERTY SUBJECT TO DEPRECIATION: In the event of loss or damage to your insured plastic or canvas coverings, inclusive of all-weather bridge and cockpit enclosures, and dodgers, sails, outboard motors or out drive units, machinery inside the vessel which is over seven (7) years old, or components of any of the preceding items which requires replacement or repair, we will pay the lesser of:

- a. the actual cash value at the time of loss;
- b. the cost to repair subject to depreciation;
- c. the cost of replacement.

SALVAGE CHARGES: We will pay for salvage charges you incur arising from a covered loss. Payments for salvage charges will be in addition to any other payments we make for losses covered by this policy.

However, the most we will pay for salvage charges is the Part A: Property Damage Coverage limit shown on the Declarations Page.

The Part A: Property Damage Coverage Deductible Amount does not apply to this coverage.

COMMERCIAL TOWING AND ASSISTANCE: We will provide additional protection in the event there is an emergency situation where you and your vessel are not in imminent danger. The coverage shall be deemed excess over all other valid and collectible towing assistance benefits. We will reimburse you for the reasonable costs you incur, not to exceed the Commercial Towing And Assistance Amount of Insurance shown on the Declarations Page, resulting from the following services to your vessel if help is *not* available and you must obtain commercial assistance:

- a. towing to the nearest place where necessary repairs can be made;
- b. delivery of fuel, oil, parts or loaned battery (excluding the cost of these items themselves) and emergency labor, while away from safe harbor.

Neither the policy deductible, nor the OTHER INSURANCE paragraph under GENERAL PROVISIONS IN THE EVENT OF LOSS, apply to this coverage.



PART B: LIABILITY COVERAGE

PERILS INSURED AGAINST: We will pay the specific amount up to the policy limit that you or a covered person become legally obligated to pay as a result of the ownership, operation or maintenance of your insured vessel because of:

- a. attempted or actual raising, removal or destruction of the wreck of your insured property;
- b. failure to raise, remove or destroy the wreck of your insured property;
- c. bodily injury or loss of life;
- d. your liability to paid crew as defined in the Jones Act or under general Maritime Law;
- e. loss or damage to any property;
- f. pollution conditions.

Pollution conditions means the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste materials into or upon land, or any structure on land, the atmosphere or any watercourse or body of water, including groundwater, provided such conditions are not naturally present in the environment in the amounts or concentrations discovered.

EXCLUSIONS: We do not provide coverage under Part B: Liability Coverage for:

- a. liability of other **covered persons** to you or a **family member**;
- b. your liability to your spouse or a **family member**;
- c. liability assumed by you under any contract or agreement;
- d. liability that arises while your **insured property** is being conveyed except at the point the vessel is hauled out of the water or launched;
- e. fines or other penalties that any government unit requires you to pay;
- f. punitive damages.

LIMITS OF LIABILITY: We will pay no more than the amount of insurance shown on the Declarations. Page for all damage or losses resulting from:

- a. any one accident or occurrence; with respect to **clean-up costs** of Pollution Conditions, we will pay up to the Part B: Liability Coverage limit shown on the Declarations Page, or the amount mandated by Environmental Laws, whichever is greater. **Clean-up costs** means reasonable and necessary expenses, including legal expenses incurred with the Company's written consent which consent shall not be unreasonably withheld or delayed, for the investigation, removal, remediation including associated monitoring, or disposal of soil, surface water, groundwater or other contamination: (i) to the extent required by **environmental laws**; or (ii) that have been actually incurred by the government or any political subdivision of the United States of America or any state thereof or Canada or any province thereof, or by third parties. **Environmental laws** means any federal, including the Oil Pollution Act of 1990, 33 U.S.C. 2702 et seq., state, provincial or local laws (including, but not limited to, statutes, rules, regulations, ordinances, guidance documents, and governmental, judicial or administrative orders and directives) that are applicable to **pollution conditions**.
- b. any series of accidents or occurrences arising out of the same event; this is the most we will pay regardless of the number of **covered persons** involved, claims made, vessels or premiums shown on the Declarations Page or the number of vessels involved.

PART C: MEDICAL PAYMENTS COVERAGE

PERILS INSURED AGAINST: We will pay for reasonable medical, ambulance, hospital, professional nursing and funeral costs that become necessary due to accidental bodily injury to persons injured while on, boarding, leaving or towed behind your insured vessel. We will pay only for those costs incurred within one year of the date of accident.

EXCLUSIONS: We do not provide coverage under Part C: Medical Payments Coverage for:

- a. any employee of yours injured while in the course of employment or while using, maintaining or repairing your **insured property**;
- b. any responsibility for payment assumed by you under contract or agreement;
- c. anyone who is injured while your **insured property** is being conveyed, hauled out or launched;
- d. anyone to or for whom benefits are payable under any state or federal compensation law or act.



LOSS SETTLEMENT: We will pay no more than the amount of insurance shown for Part C: Medical Payments Coverage on the Declarations Page for all covered costs of each person injured as a result of any one accident or series of accidents arising out of the same event.

MEDICAL PAYMENTS PROOF-OF-LOSS: A written, sworn proof-of-loss must be filed with us by any person seeking payment by us under Part C: Medical Payments Coverage, or by someone on their behalf.

This proof-of-loss must include:

- a. the name and address of each person and organization performing covered services;
- b. the nature, extent and dates of these services; and
- c. itemized charges and any sums already paid.

This proof-of-loss must be filed:

- a. as soon as reasonably possible after completion of services;
- b. as soon as reasonably possible after the cost of services being provided equals the amount of our liability under Part C: Medical Payments Coverage on the Declarations Page;
- c. within one year of the date of the accident, whichever of the above occurs first.

ADDITIONAL REQUIREMENTS: Each person seeking payment by us under Part C: Medical Payments Coverage must:

- a. submit to a physical examination by a physician selected by us when and as often as we reasonably require; we will pay for the cost of the examination; and
- b. provide us with written authorization for release to us of copies of pertinent medical reports and records.

ADMISSION OF LIABILITY: Any payment made under this section is not an admission of liability by you or us.

PART D: UNINSURED AND UNDERINSURED BOATER COVERAGE

PERILS INSURED AGAINST: We will pay for the damages which, because of bodily injury received aboard your vessel, *you* are *legally entitled to recover* from the uninsured owner or operator of another vessel.

EXCLUSIONS: We do not provide coverage under Part D: **Uninsured and Underinsured Boater** Coverage:

- a. for claims settled without our prior written consent;
- b. if the uninsured vessel is owned by a government agency or unit; .
- c. for vessels owned by or furnished for your regular use, or the use of a member of your immediate family or any person insured by this policy;
- d. for an **insured person** using a vessel without permission;
- e. where no evidence of physical contact exists between your vessel and an unidentified or uninsured vessel.

LOSS SETTLEMENT: We will pay, up to the **Uninsured and Underinsured Boaters** coverage limit shown on the Declarations Page, damages for bodily injury to a **covered person** sustained while on board your vessel that the **covered person** is legally entitled to receive and unable to recover from an **uninsured or underinsured or unidentified owner or operator** of another vessel and resulting from a collision between your vessel and an unidentified or uninsured or underinsured vessel. This coverage does not increase the Liability coverage limit shown on the Declarations Page.



PART E: LONGSHORE AND HARBOR WORKERS' COMPENSATION ACT COVERAGE

Under this Part E, we will cover your liability as an employer for compensation to your employees under the provisions of the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901-950), including its amendments that are in effect during the policy period. This Part does not provide coverage for your liabilities under any other state or federal workers' or workmen's compensation or occupational disease law, nor the provisions of any law that provide non-occupational disability benefits.

a. **How This Insurance Applies**

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

b. **We Will Pay**

We will pay promptly when due the benefits required of you by the Longshore and Harbor Workers' Compensation Act.

c. **We Will Defend**

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceeding or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

d. **We Will Also Pay**

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

e. **Other Insurance**

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

f. **Exclusion**

We are not responsible for any payments in excess of the benefits regularly provided by the Longshore and Harbor Workers' Compensation Act, including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of law.

If we make any payments in excess of the benefits regularly provided by the Longshore and Harbor Workers' Compensation Act on your behalf, you will reimburse us promptly.



PART F: VESSEL TRAILER COVERAGE

PERILS INSURED AGAINST: We will provide coverage for all accidental, direct physical loss or damage to any trailer listed on the Declarations Page, but only:

- a. if used exclusively for transporting the vessel; and
- b. while located in the continental United States including Alaska, Hawaii, Puerto Rico or Canada.

EXCLUSIONS: We do not provide coverage for wear and tear, gradual deterioration or manufacturer's defects.

DEDUCTIBLE AMOUNT: We will adjust each claim separately for a covered loss to your **insured property**. The amount of adjusted claim will be automatically reduced by the Deductible Amount shown on the Declarations Page. We will treat each covered loss as a separate claim. For deductible purposes, we will treat two or more covered losses resulting from the same accident or occurrence as one claim.

LOSS SETTLEMENT: In the event of loss or *damage* to the *vessel* trailer, we will pay the *lowest* of the following amounts:

- a. the Part F: Vessel Trailer Coverage limit as shown on the Declarations Page;
- b. the actual cash value at the time of loss;
- c. the cost to repair subject to depreciation;
- d. the cost of replacement.

PART G: PERSONAL PROPERTY COVERAGE

PROPERTY COVERED: We will cover clothing, personal effects, fishing gear and sports equipment that belong to you or members of your family while these items are on board your vessel, or are being loaded or unloaded. If you choose, we will provide the same coverage to guests and unpaid crew members. We will not cover money, jewelry, traveler's checks or other valuable papers or documents.

EXCLUSIONS: We do not provide coverage under Part G: Personal Property Coverage against loss or resulting damage from:

- a. wear and tear, mechanical breakdown, gradual deterioration, weathering, insects, mold, animals, marine life, ice, freezing or extremes of temperature;
- b. marring, scratching or denting;
- c. osmosis, blistering, electrolysis or corrosion;
- d. manufacturer's defects, defects in designs or latent defects.

MYSTERIOUS DISAPPEARANCE AND/OR THEFT: The coverages provided herein do not insure the mysterious disappearance and/or theft of any **insured property**, unless:

- a. there is visible evidence of forcible entry into the cabin of the insured vessel;
- b. there is visible evidence of forcible removal of **any insured properties** from the insured vessel;
- c. there is a theft of the entire vessel.

CAUSES OF LOSS WHICH ARE COVERED: We will cover direct physical loss or damage from any external cause, except as specifically excluded in this policy.



DEDUCTIBLE: We will adjust each claim separately for a covered loss to your **insured property**. The amount of adjusted claim will be automatically reduced by the Deductible Amount shown on the Declarations Page. We will treat each covered loss as a separate claim. For deductible purposes, we will treat two or more covered losses resulting from the same accident or occurrence as one claim.

LOSS SETTLEMENT: In the event of loss or damage to your **insured property**, we will pay the lowest of the following amounts:

- a. the Part G: Personal Property Coverage limit as shown on the Declarations Page;
- b. the actual cash value at the time of loss;
- c. the cost to repair subject to depreciation;
- d. the cost of replacement.

The OTHER INSURANCE paragraph under GENERAL PROVISIONS IN THE EVENT OF LOSS does not apply to PART G: PERSONAL PROPERTY COVERAGE.

GENERAL CONDITIONS AND EXCLUSIONS

POLICY PERIOD: This policy applies only in the event of an accident or loss which occurs during the Policy Period as shown on the Declarations Page.

EXTENSION OF COVERAGE: If the Navigation Warranty included in this policy, or the Lay-Up Warranty shown on the Declarations Page, are breached due to matters beyond your control, the policy will remain in effect, but only if you give us written notice of the breach within 10 days after the breach and pay any additional premiums due for this extension of coverage. If the Navigation Warranty or Lay-Up Warranty are breached voluntarily there shall be no coverage under this policy without both prior notice to us and approval by us.

BROADENING COVERAGE: If, during the Policy Period, we make any revision to this policy, which broadens the coverage without additional premium, the broadened coverage will apply as of the effective date of such revision.

POLICY PREMIUM AND RENEWAL: The premium shown on the Declarations Page is the initial premium for this policy. If we agree to renew or continue the policy, then at the time of each renewal or continuation of, on the policy anniversary date, the premium for the renewal or continuation will be computed by us according to our premium rules, forms and guidelines then in use.

CHANGES IN POLICY: This policy contains all of the agreements between you and us. Its terms may not be changed or waived except by an endorsement issued by us. If a change requires a premium adjustment, we will *adjust* the premium as of *the effective date of the* policy change.

CONFORMITY TO STATE LAW: When a provision of this policy is in conflict with the applicable law of the state in which this policy is issued, then the law of the state shall apply.

CANCELING THE POLICY: You may cancel this policy by returning it to us or our authorized agent, or by advising us or our authorized agent in writing, stating the future date you want it to be cancelled. We may cancel this policy by delivering or mailing to you at your last address shown on our records, written notice stating the date of cancellation, not less than 15 days after mailing, the policy will be cancelled. Delivery or mailing of this notice to you shall be sufficient proof that notice of cancellation was given. The date of the cancellation stated in the notice shall become the end of the Policy Period.

RETURN PREMIUMS: If this policy is cancelled, you may be entitled to a premium refund. If we cancel the policy, any return premium will be computed on a pro-rata basis. If you cancel the policy, any return premium will be computed on a 90% pro-rata basis.



OPERATING OTHER VESSELS: We will extend the liability coverage provided by Part B: Liability Coverage if you are operating another vessel with the permission of its owner. In addition, if there is an **insured property** loss, we will pay at the time of the loss up to the amount of insurance shown on Part A: Property Damage Coverage of the Declarations Page. Both amounts are subject to the deductible amount as shown. If there is any other insurance against a loss covered by this provision, we will provide coverage only as excess over such other insurance. We do not provide any coverage while you operate other vessels if:

- a. the vessel is owned wholly or in part by you or other **covered persons**;
- b. the vessel is rented or under charter to you, or being used for purposes other than private pleasure use;
- c. the vessel is furnished for your regular use;
- d. the vessel length exceeds that of the insured vessel by at least five (5) feet;
- e. the vessel is designed for, or capable of, speeds in excess of 55 miles per hour;
- f. the vessel is a personal watercraft.

USE OF VESSEL: We do not provide any coverage 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. We will provide coverage while you are attempting to aid other vessels in distress, provided there is no consideration for your services.

TRANSFER OF INTEREST: All coverage provided by us will terminate upon the sale, assignment, transfer or pledge of the **insured property** or of this contract unless prior written consent has been obtained from us.

CONCEALMENT, MISREPRESENTATION OR FRAUD: All coverage provided by us will be voided from the beginning of the Policy Period if you intentionally conceal or misrepresent any material fact or circumstance relating to this contract of insurance, or the application for such insurance, whether before or after a loss.

DISHONEST, ILLEGAL OR INTENTIONAL ACTS: We do not pay for loss or damage caused by the dishonest, illegal or intentional acts of any covered person, or any person to whom your **insured property** is entrusted, regardless of whether or not such person is convicted of such an act by a criminal court.

NO BENEFIT TO OTHERS: No person or organization, which has custody of your **insured property** and is to be paid for services, will benefit from this insurance.

ADDITIONAL EXCLUSIONS: We do not provide any coverage for loss, damage, liability or expense due to:

- a. war, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by military force or military personnel, destruction or seizure for military purpose and including any consequence of these;
- b. the lawful or unlawful capture, seizure, confiscation, requisition or detainment of your vessel by a civil or military authority or an attempt at any of these;
- c. nuclear hazard including loss, damage, claim or expense caused directly or indirectly, in whole or in part, by
 - 1) Ionizing radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel or nuclear waste; or
 - 2) The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other assembly or nuclear component thereof;
 - 3) Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, or
- d. chemical and biological weapons including loss, damage, claim or expense caused directly or indirectly, in whole and in part, by any chemical, biological, bio-chemical, or electromagnetic weapon, device, agent or material;
- e. loss, damage, claim or expense caused directly or indirectly, in whole or in part, by any computer system, software program, virus or process, or any other electronic system, as a means for inflicting harm, or the consequence of any of these, regardless of any other direct or indirect cause or event whether covered or not, contributing in any sequence to the loss or damage. We also do not cover any loss or damage caused by any action taken in hindering or defending against the use of threatened use of any of these.



GENERAL PROVISIONS IN THE EVENT OF LOSS

PROTECTION AGAINST LOSS: If your vessel or other property covered by this policy is damaged, you must take all reasonable steps to protect it from further damage. We will reimburse you for reasonable expenses for protecting the property from further damage. Payments for protecting damaged property will be in addition to any other payments we make for losses covered by this policy. However, the most we will pay for protecting damaged property is the coverage amount of insurance limit which applies to that property.

ABANDONMENT: If we take any steps to protect damaged property, this does not mean we are accepting an abandonment of the property. And, if you take steps to protect damaged property, this does not mean you are waiving any rights you have to abandon the property.

NOTICE OF LOSS: You must report in writing to us, or our authorized agent, as soon as possible after the occurrence of any accident, loss, damage or expense that may be covered under this policy. This notice should state When, where and how the event occurred, and should include the names and addresses of any witnesses. You are also required to notify the police and file a police report as soon as you are aware that your property has been stolen or vandalized. If you do not provide the notice to us as required by this section as soon as possible, any Claim for such loss under this policy will be voided.

PROOF-OF-LOSS: You must file with us or our authorized agent, as soon as possible after our written request, a detailed proof-of-loss signed and sworn to by you setting forth to the best of your knowledge, the facts of the loss. We may also require you to submit to an examination under oath. See Part C: Medical Payments Coverage for special proof-of-loss requirements for medical payments claims.

CLAIM OR SUIT AGAINST YOU: If a claim is made or suit is brought against you or a **covered person** for liability that may be covered under this policy, you must immediately notify us and send us every demand, notice, Summons or other legal papers received by you or your representative. We will pay the ensuing cost of the suit. We reserve the right to select counsel. We may investigate and settle any claim or suit at our sole discretion.

ASSISTANCE AND COOPERATION: Any person making a claim must:

- a. cooperate with us in the investigation, settlement or defense of any claim or suit under this policy;
- b. assist us in the enforcement of any right of contribution or indemnity against any person or organization which may be liable to any **covered person**;
- c. allow us to inspect and appraise all damaged property, not stolen or otherwise unrecoverable, before its repaired or disposed of;
- d. sign a written authorization permitting us to obtain medical files and other pertinent records;
- e. submit at our expense and as often as we reasonably require, to a physical examination by physicians we select and at the time and place we select;
- f. not assume any obligation or admit any fault or liability that you or we may be liable for without obtaining our prior written consent; and
- g. not incur any expenses that we may be liable for without obtaining our prior written consent; the only expenses you may incur without obtaining our written consent are those covered under Part C: Medical Payments Coverage of this policy, or as described in General Provisions In The Event Of Loss in the Protection Against Loss section.

PAYMENT OF LOSS: Unless a claim has been paid by others, we will pay for any loss covered under this policy within 30 days after both the detailed sworn proof of loss and proof of your interest in the **insured property** are given to us. However, should a covered loss to your insured vessel result in a total or constructive total loss, the policy premium shall be paid in full prior to the final claim payment.



OUR RIGHT TO RECOVER:

If we make a payment under this policy and the person to or for whom payment was made either recovers or has the right to recover from another for the covered loss, we will be subrogated to that right; however, our right to recover is subordinate to the insured's right to be fully compensated.

SALVAGE: If we have made payment under this policy for loss or damage, and if there is salvage or recovery as a result of that loss or damage, we have the sole right to recover that salvage or recovery to the extent of our payment.

SUIT AGAINST US: You may not bring a suit against us unless you have complied with all terms and conditions of this policy.

In addition:

- a. with respect to any claim or loss to **insured property**, any suit against us must commence within one year of the date of loss or damage;
- b. with respect to any other claim for loss, no suit may be brought against us until the amount of the **covered person's** obligation to pay has been determined by final Judgments after trial or by written agreement signed by *you*, us and the claimant; any such legal action against us must commence within one year of the date of judgment or written agreement;
- c. no one shall have any right to join us as a party to any action against a **covered person**;
- d. if any time limitations of this policy are prohibited or invalid under the law, then legal action against us must commence within the shortest limitation of time permitted by such *law*.

OTHER INSURANCE: If any **covered person** has any other insurance against a property damage loss covered under this policy, we will not pay for any greater proportion of the loss than our applicable amount of insurance stated on the Declarations Page bears to the total amount of insurance *covering* the loss. With respect to a liability, medical payments and/or uninsured boater loss, any insurance provided by this contract shall be deemed excess over all other valid and collectible insurance.

SIGNATURES

IN WITNESS WHEREOF, the Insurer has caused this policy to be signed on the **DECLARATIONS PAGE** by its President, a Secretary and a duly authorized representative of the Insurer if required.

President

National Union Fire Insurance Company of
Pittsburgh, Pa.

Secretary

National Union Fire Insurance Company of
Pittsburgh, Pa.



AIG Property Casualty U.S. Privacy and Data Security Notice

About This Notice

This Privacy and Data Security Notice applies only to your Personal Information (see definition below) obtained by one of the property-casualty insurance company subsidiaries or affiliates of American International Group, Inc. listed at the end of this notice (collectively, the “AIG Companies” or “we”) in connection with the products or services one of those companies provided primarily for your personal, family, or household purposes in connection with which you are receiving this notice.

The AIG Companies have established practices, procedures and system protections that are designed to help protect the privacy and security of Personal Information that we collect in the course of conducting our business. This notice outlines how we collect, handle, and disclose Personal Information about you.

The term “Personal Information,” as used in this Privacy and Data Security Notice, means information that identifies you personally. Examples of Personal Information include, but are not limited to, a first and last name, a home or other physical address, an email address, a financial account or credit card number, a driver’s license number, and information on your physical condition or health status.

I. Information Privacy

We may collect Personal Information from applications, enrollment forms, in claims processing, or in your other interactions with us and with our Affiliates. We may also collect Personal Information from credit reporting agencies and other third parties in connection with the sale of our products to you.

We will collect Personal Information only in accordance with applicable laws or regulations, whether we collect it in response to your request for a product or service from us or otherwise.

Information Sharing

We may share your Personal Information with Affiliates and Non-Affiliates as described below.

With our Affiliates:

Our Affiliates may include other insurance companies, insurance holding companies, insurance agents and agencies, claims administrators, marketing companies, e-commerce service providers, and companies providing administrative services.

We may share your Personal Information, including Personal Information of a health nature, with our Affiliates that assist us in servicing your insurance policies. Examples are administration (billing and collections), risk management, underwriting, and claims handling. We may also share your Personal Information with our Affiliates for the purpose of detecting and preventing fraud, as directed or authorized by you, or as otherwise permitted or required by law.

With Non-Affiliates:

We may share your Personal Information, including Personal Information of a health nature, with Non-Affiliates that assist us in servicing your insurance policies. Examples are administration (billing and collections), risk management, underwriting, and claims handling. We may also share your Personal Information with Non-Affiliates for the purpose of detecting and preventing fraud, as directed or authorized by you, or as otherwise permitted or required by law.



We may also enter into joint marketing agreements with Non-Affiliates to share your non-health Personal Information as permitted by law. These Non-Affiliates may include providers of financial products or services such as insurance companies, financial institutions, and securities firms.

Because we do not share Personal Information with either Affiliates or Non-Affiliates in any other way, there is no need for an opt-out process in our privacy procedures.

For California and Vermont Residents: If it becomes necessary to share your Personal Information with Non-Affiliates other than as specifically allowed by law, we will not do so without first obtaining your permission.

II. Data Security

To help prevent unwarranted disclosure of your Personal Information and secure it from theft, we utilize secure computer networks. Access is restricted to those persons who have a business need to use your Personal Information to provide products or services to you. We also maintain physical, electronic, and procedural safeguards designed to protect your Personal Information in compliance with federal and state privacy and information security laws. Non-Affiliates that assist us in servicing insurance policies or who enter into joint marketing agreements with us are required to take measures to maintain the security of your Personal Information in compliance with federal and state privacy and information security laws.

III. Maintaining Personal Information

We also maintain procedures to ensure that the Personal Information we collect is accurate, up-to-date, and as complete as possible. If you believe the information we have about you in our records or files is incomplete or inaccurate, you may request that we make additions or corrections, or if it is feasible, that we delete this information from our files. You may make this request in writing to (include your name, address and policy number):

**Chief Privacy Officer
AIG Property Casualty
108 Maiden Lane, 40th Floor | New York, NY 10038
Fax: 212 458-7081
E-Mail: CIPrivacy@aig.com**

Special Notice: You can obtain access to any non-public Personal Information we have about you if you properly identify yourself and submit a written request to the address above describing the information you want to review. We will also tell you the identity, if recorded, of persons to whom we have disclosed your non-public Personal Information within the preceding two years.

You may request that we correct, amend or delete information about you. If we do so, we will notify organizations that provided us with that information and, at your request, persons who received that information from us within the preceding two years. If we cannot grant your request to correct, amend or delete the information, you may give us a written statement of the reasons you disagree, which we will place in your file and give to the same parties who would have been notified of the requested change.

Our Customers Can Depend on Us

We are committed to maintaining our trusted relationship with our Customers. We consider it our privilege to serve our Customers' insurance and financial needs and we value the trust they have placed in us. Our Customers' privacy is a top priority. We will continue to monitor our practices in order to protect that privacy and will comply with state privacy laws that require more restrictive practices than those set out in this notice.



Important Information Concerning the Applicability and Future Changes to this Privacy and Data Security Notice

We may change this Privacy and Data Security Notice from time to time, and if particular changes are required by law to be communicated to you, we will do so.

The AIG Companies include: American Home Assurance Company; AIG Casualty Company; AIG Property Casualty Company; AIG Specialty Insurance Company; Commerce and Industry Insurance Company; Granite State Insurance Company; Illinois National Insurance Co.; Lexington Insurance Company; National Union Fire Insurance Company of Pittsburgh, Pa.; National Union Fire Insurance Company of Vermont; New Hampshire Insurance Company; The Insurance Company of the State of Pennsylvania; American International Life Assurance Company of New York; and American General Life Insurance Company of Delaware.