



Hull & Company, LLC

1815 Griffin Rd, Suite 300  
Dania Beach, FL 33004  
(954)527-4855 Fax: (866)449-8449

Web: [www.hullco.com](http://www.hullco.com)

Managing General Agents ■ Wholesale Insurance Brokers

Producing Agency: JAL INSURANCE SERVICES, INC.  
Agent Name: James Dantonio  
1719 E. Commercial Blvd.  
Fort Lauderdale, FL 33334

Name of Assured: Breezy Tiki LLC  
Address: 243 SW 7th St  
Pompano Beach, FL 33060  
B5JH27777

Effective 12:01 a.m. local standard time from 09/17/2019 to 09/17/2020.

Acting upon instructions from the above referenced Producing Agent, the Insurance outlined in the attached Cover Note # B5JH27777 has been effected. \_

<b>COVERAGE</b>
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As per attached Cover Note.

<b>PREMIUM</b>
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Premium:	\$4,253.00
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Total:	<b>\$4,253.00</b>
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**Minimum Earned Premium Applies**

**Flat Cancellation Not Permitted**

<b>SECURITY</b>
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As per attached Cover Note.

By: \_\_\_\_\_

A handwritten signature in black ink, appearing to be "J. Dantonio", is written over the signature line.



# OCEAN MARINE INSURANCE CLAIMS INFORMATION

The following is useful information which will expedite the handling of claims and protect your rights under ocean marine insurance policies.

It is important to bear in mind unique circumstances may, at times, require additional documentation activities or procedures. Any questions relating to marine claims can be directed to your producer or the marine claim office listed below.

**IMPORTANT:** In the event of loss or damage, you are obligated to take necessary steps to mitigate the claim. Expenses reasonably incurred in taking such action are reimbursable under policy terms and condition. Failure to take necessary action can result in prejudice of your rights under your policy.

## WHAT TO DO IN THE EVENT OF LOSS

1. You or your producer should notify IMU of all claims for damage to insured vessels or property as soon as the loss occurs.
2. You or your producer should notify IMU of all injury claims. Serious injuries or death claims should be reported to us immediately by telephone so we can determine the need to dispatch a surveyor, investigator and/or attorney to the accident site.

## NOTICE OF CLAIMS TO RESPONSIBLE PARTIES

The premium you are charged for your insurance is ultimately influenced by your experience on your policy. It is therefore in your best interest to ensure losses are reduced by placing us in a position to recover all or part of our payment to you from any responsible third party. This is called subrogation and your cooperation in this regard is further reinforced by policy terms. Monies collected by us in subrogation are credited to your premium / loss experience. If a third party is responsible for the loss, written notice of claims should be promptly made directly against such party with copy to the below marine claim office.

## CLAIMS REPORTING

You or your producer have several options to report claims to International Marine Underwriters/ OneBeacon:

By phone at 877-248-3455 – Claims phoned into the 24/7 Call Center before 7p.m. EST will be immediately assigned a claim number. Producers can go to the producer portal the next business day to view the claim.

By email [claims@imu.com](mailto:claims@imu.com) – When you wish to include attachments to accompany a claim, email reporting is ideal. To submit a claim via email, you will need to include an ACORD First Notice of Loss Form. Please report only one claim per email. The sender's email confirmation will serve as the acknowledgement that we have received the claim.

By Fax at 866-213-2802 – Only one claim should be submitted per fax transmission. The sender's fax receipt will serve as confirmation that we have received the claim



The Company issuing this policy is indicated below:

Atlantic Specialty Insurance Company

Policy Number

B5JH27777

Insured BREEZY TIKI, LLC

Street 243 SW 7th Street  
City Pompano Beach  
State FL Zip 33060

Renewal of  
NEW

Policy Period

At place of Issuance from

September 17, 2019

TO:

September 17, 2020

Representative:

Producer # 09-33233

Producer

Hull & Company

Street

Po Box 21567

City

Ft. Lauderdale

State

FL

Zip

33335

Coverage

Amount Insured/  
Limit of Liability

Rate

Premium

Hull

47,000

chg

\$1,293.00

P&I

300,000

\$2,960.00

Total Premium

\$4,253.00

For account of themselves

Loss, if any payable to:

Assured

**SUBJECT TO CONDITIONS OF FORM ATTACHED HERETO.**

TAYLOR Form, 1953 (Rev. 70)

AIMU P&I Clauses, June 2, 1983

Cyber Exclusion Clause

Additional Insured

Machinery Damage Limitation

General Conditions

Special Conditions

Medical Payments

Collision Liability

Florida Notice

Exclusion of Certified Acts of Terrorism

**THIS POLICY IS MADE AND ACCEPTED SUBJECT TO THE FOREGOING PROVISIONS AND STIPULATIONS AND THOSE HEREINAFTER STATED, WHICH ARE HEREBY MADE A PART OF THIS POLICY TOGETHER WITH OTHER SUCH PROVISIONS, STIPULATIONS AND AGREEMENTS AS MAY BE ADDED HERETO, AS PROVIDED IN THIS POLICY.**

**IN WITNESS WHEREOF, this Company has caused this Policy to be executed below, but this**

**Policy shall not be valid unless countersigned by a duly authorized representative of the Company.**

Christopher V. Jerry  
Secretary

T. Michael Miller  
President & CEO

Countersigned by  
this date

Authorized Representative

**TAYLOR**

1953

(Rev. 70)

1 In consideration of the premium and the stipulations, terms and conditions hereinafter mentioned, this Company  
2 does hereby insure:

3 Assured **BREEZY TIKI, LLC**

4

6 Whose address is **243 SW 7th Street** **Pompano Beach FL 33060**

7 Loss, if any, payable to **Assured**

8

9

10 Upon the **2000, 40' Maurell Pontoon w/ (2) 2006, 90hp Etec o/b's** called **"BLUE HERON"**  
11 Her hull, tackle, apparel, engines, boilers, machinery, appurtenances, equipment, stores, boats and furniture  
12 From the **17th** day of **September** **2019** Beginning and ending  
13 Until the **17th** day of **September** **2020** at 12:01 AM EST  
at place of issuance.

14	AMOUNT INSURED HEREUNDER		RATE	PREMIUM	AGREED VALUATION
	\$	47,000	AS ATTACHED %	\$1,293	\$47,000

15 Touching the adventures and perils which this Company is contented to bear and take upon itself, they are  
16 of the waters named herein, fire, lightning, earthquakes, assailing thieves, jettisons, barratry of the master and  
17 mariners and all other like perils that shall come to the hurt, detriment or damage of the vessel named herein.  
18 This insurance also covers loss of or damage to the vessel named herein caused by explosion on shipboard or  
19 elsewhere.

20 This insurance also covers loss of or damage to the vessel named herein directly caused by:

21 Accidents in loading, discharging or handling cargo, or in bunkering;

22 Accidents in going on or off, or while on drydocks, graving docks, ways, marine railways, gridirons or  
23 pontoons;

24 ~~Breakdown of motor generators or other electrical machinery and electrical connections thereto, bursting  
25 of boilers, breakage of shafts, or any latent defect in the machinery or hull, (excluding the cost and  
26 expense of replacing or repairing the defective part);~~

27 Breakdown of or accidents to nuclear installations or reactors not on board the vessel named herein;  
28 contact with aircraft, rockets, or similar missiles, or with any land conveyance.

29 Negligence of charterers and/or repairers, provided such charterers and/or repairers are not assured(s)  
30 hereunder;

31 ~~Negligence of master, mariners, engineers or pilots;~~

32 provided such loss or damage has not resulted from want of due diligence by the assured, the owners or managers  
33 of the vessel, or any of them.

34 General average, salvage and special charges payable as provided in the contract of affreightment, or fail-  
35 ing such provision, or there be no contract of affreightment, payable in accordance with the laws and usages  
36 of the port of New York. Provided always that when an adjustment according with the laws and usages of the  
37 port of destination is properly demanded by the owners of the cargo, general average shall be paid in accord-  
38 ance with same.

39 ~~And it is further agreed that if the vessel named herein and/or her tow, if any, shall come into collision with any  
40 other ship or vessel other than her tow, if any, and the assured in consequence of the vessel named herein being at  
41 fault shall become liable to pay and shall pay by way of damages to any other person or persons any sum or sums in  
42 respect of such collision, this Company will pay its proportion of such sum or sums so paid as the amount insured  
43 hereunder bears to the the agreed valuation of the vessel named herein, provided always that this Company's liability in  
44 respect of any one such collision shall not exceed the amount insured hereunder. And in cases where the liability of  
45 the vessel named herein has been contested or proceedings have been taken to limit liability, with the consent in writ-  
46 ing of this Company, this Company will also pay a like proportion of the costs which the assured shall thereby incur,  
47 or be compelled to pay; but when both vessels are to blame, then, unless the liability of the owners of one or both such  
48 vessels becomes limited by law, claims under this Collision Liability Clause shall be settled on the principle of cross-  
49 liabilities as if the owners of each vessel had been compelled to pay to the owners of the other of such vessels such  
50 one half or other proportion of the latter's damages as may have been properly allowed in ascertaining the balance  
51 or sum payable by or to the assured in consequence of such collision. Provided always that this clause shall in no  
52 case extend to any sum which the assured may directly, indirectly, or otherwise incur or become liable to pay or  
53 shall pay for: removal, destruction or abatement of, or any attempt or failure or neglect to remove, destroy or abate  
54 obstructions or wrecks and/or their cargoes or any hazard resulting therefrom; loss of, or damage to, or expense,  
55 including demurrage and/or loss of use thereof, in connection with any fixed or movable object, property or thing  
56 of whatever nature (excepting other vessels and property thereon); loss of or damage to her tow; cargo, baggage  
57 or engagements of the vessel named herein or of her tow; or for loss of life of, or injury to, or illness of,  
58 any person. And provided also that in the event of any claim under this clause being made by anyone other than the own-  
59 ers of the vessel named herein, he shall not be entitled to recover in respect of any liability to which the owners of the  
60 vessel as such would not be subject, nor to a greater extent than the owners would be entitled in such event to recover.~~

(Continued on following pages)

61 In the case of any loss or misfortune it shall be lawful and necessary for the assured, their factors, servants and  
62 assigns, to sue, labor and travel for, in and about the defense, safeguard and recovery of the vessel named herein,  
63 or any part thereof, without prejudice to this insurance, to the charges whereof this Company will contribute as here-  
64 inafter provided. It is agreed that the acts of the assured or this Company, or their agents, in recovering,  
65 saving and preserving the property insured in case of disaster shall not be considered a waiver or an acceptance  
66 of an abandonment, nor as affirming or denying any liability under this policy; but such acts shall be con-  
67 sidered as done for the benefit of all concerned, and without prejudice to the rights of either party.

68 Warranted that in case of any casualty or loss which may result in a claim under this policy the assured shall  
69 give this Company prompt notice thereof and reasonable opportunity to be represented on a survey of the damage,  
70 each party to name a surveyor, which two surveyors shall proceed to draw specifications as to the extent of the  
71 damage and work required to make the damage good. If the two surveyors agree, such specifications shall be  
72 binding on both this Company and the assured, subject nevertheless to policy terms and conditions and the question  
73 of whether or not the disaster and resulting loss or damage are covered by this policy. In the event the two survey-  
74 ors cannot agree, they must select an umpire, and in the event they cannot agree upon an umpire, either party  
75 hereto may apply to the United States District Court for the district in which the home port of the vessel named  
76 herein is located for the appointment of an umpire, pursuant to the United States Arbitration Act. The decision of  
77 the umpire so appointed shall have the same force and effect as the specifications aforesaid. When specifications  
78 have been drawn in either of the modes aforesaid, if the Company shall be dissatisfied with the terms which the  
79 assured may obtain for the repair of the damage as specified by said survey, then this Company may require the  
80 surveyors or the umpire to submit the specifications prepared as aforesaid to such shipyard, repair men, boat build-  
81 ers and shipwrights, as may be selected by such surveyors or the umpire, with a request for bids for such repairs.  
82 If after reception of such bids, the assured shall elect to accept some other bid than that of the lowest bidder, this  
83 Company shall be liable only for its proportion of so much of the sum actually expended to effect repairs  
84 specified by the surveyors for its account as does not exceed said lowest bid. In no event however shall this  
85 Company respond for an amount in excess of its proportion of the amount actually expended by the assured in  
86 effecting such repairs.

87 With respect to physical loss or damage to the vessel named herein this Company shall be liable only for  
88 such proportion of such loss or damage as the amount insured hereunder bears to the agreed valuation.

89 In the event of expenditure under the sue and labor clause, this Company will pay the proportion of such  
90 expenses that the amount insured hereunder bears to the agreed valuation of the vessel named herein, or that the  
91 amount insured hereunder, less loss and/or damage payable under this policy, bears to the actual value of the  
92 salvaged vessel, whichever proportion shall be less.

93 When the contributory value of the vessel named herein is greater than the agreed valuation stated herein  
94 the liability of this Company for general average contribution (except in respect of amount made good to the  
95 vessel) or salvage shall not exceed that proportion of the total contribution due from the vessel that the amount  
96 insured hereunder bears to the contributory value; and if because of damage for which this Company is liable as  
97 particular average the value of the vessel has been reduced for the purpose of contribution, the amount of the  
98 particular average claim under this policy shall be deducted from the amount insured hereunder and this Com-  
99 pany shall be liable only for the proportion which such net amount bears to the contributory value.

100 The sum of \$ **2,500** shall be deducted from the total amount of any or all claims (including claims  
101 for sue and labor, collision liability, general average and salvage charges) resulting from any one accident. This  
102 deduction does not apply to claims for total or constructive total loss. For the purpose of this clause each accident  
103 shall be treated separately, but it is agreed that a sequence of damages arising from the same accident shall be  
104 treated as due to that accident.

105 In case of loss, such loss to be paid in thirty days after satisfactory proof of loss and interest shall have  
106 been made and presented to this Company, (the amount of any indebtedness due this Company from the assured  
107 or any other party interested in this policy being first deducted).

108 Upon making payment under this policy the Company shall be vested with all of the assured's rights of re-  
109 covery against any person, corporation, vessel or interest and the assured shall execute and deliver instruments  
110 and papers and do whatever else is necessary to secure such rights.

111 Any agreement, contract or act, past or future, expressed or implied, by the assured whereby any right of re-  
112 covery of the assured against any vessel, person or corporation is released, decreased, transferred or lost which  
113 would, on payment of claim by this Company, belong to this Company but for such agreement, contract or act shall  
114 render this policy null and void as to the amount of any such claim, but only to the extent and to the amount that  
115 said agreement, contract or act releases, decreases, transfers, or causes the loss of any right of recovery of this  
116 Company, but the Company's right to retain or recover the full premium shall not be affected.

117 This Company shall have the option of naming the attorneys who shall represent the assured in the prosecution  
118 or defense of any litigation or negotiations between the assured and third parties concerning any claim, loss or inter-  
119 est covered by this policy, and this Company shall have the direction of such litigation or negotiations. If the assured  
120 shall fail or refuse to settle any claim as authorized by the Company, the liability of the Company to the assured  
121 shall be limited to the amount for which settlement could have been made.

122 It is a condition of this policy that no suit, action or proceeding for the recovery of any claim for physical  
123 loss of or damage to the vessel named herein shall be maintainable in any court of law or equity unless the same  
124 be commenced within twelve (12) months next after the calendar date of the happening of the physical loss or  
125 damage out of which the said claim arose. Provided, however, that if by the laws of the state within which this  
126 policy is issued such limitation is invalid, then any such claim shall be void unless such action, suit or proceeding  
127 be commenced within the shortest limit of time permitted, by the laws of such state, to be fixed herein.

128 In event of damage, cost of repairs to be paid without deduction of one-third, new for old.  
129 If claim for total loss is admitted under this policy and sue and labor expenses have been reasonably incurred in  
130 excess of any proceeds realized or value recovered, the amount payable under this policy will be the proportion of  
131 such excess that the amount insured hereunder (without deduction for loss or damage) bears to the agreed valuation  
132 or the sound value of the vessel named herein at the time of the accident, whichever value was greater.  
133 It is a condition of this insurance that this Company shall not be liable for unrepaired damage in addition  
134 to a total or constructive total loss.  
135 No recovery for a constructive total loss shall be had hereunder unless the expense of recovering and re-  
136 pairing the vessel named herein shall exceed the agreed valuation.  
137 In ascertaining whether the vessel named herein is a constructive total loss the agreed valuation shall be  
138 taken as the repaired value, and nothing in respect of the damaged or break-up value of the vessel or wreck shall  
139 be taken into account.  
140 In the event of total or constructive total loss, no claim to be made by this Company for freight, whether  
141 notice of abandonment has been given or not.  
142 Any deviation beyond the navigation limits provided herein shall void this policy; but on the return of the  
143 vessel in a seaworthy condition, within the limits herein provided, this policy shall reattach and continue in full  
144 force and effect, but in no case beyond the termination of this policy.  
145 Warranted by the assured that there shall be no other insurance covering physical loss or damage to the  
146 vessel named herein other than that which is provided in lines 15 through 33 hereof but permission is granted  
147 to carry other insurance of whatever kind or nature not covered by this policy or additional amounts of insurance  
148 of the kind or nature covered by this policy other than as provided in lines 15 through 33.  
149 This insurance shall be void in case this policy or the vessel named herein, shall be sold, assigned, transferred  
150 or pledged, or if there be any change of management or charter of the vessel, without the previous consent in  
151 writing of this Company.  
152 Notwithstanding anything to the contrary contained in this policy, this insurance is warranted free from  
153 any claim for loss, damage or expense caused by or resulting from capture, seizure, arrest, restrain or detainment,  
154 or the consequences thereof or of any attempt thereat, or any taking of the vessel, by requisition or otherwise,  
155 whether in time of peace or war and whether lawful or otherwise; also from all consequences of hostilities or war-  
156 like operations (whether there be a declaration of war or not), but the foregoing shall not exclude collision or  
157 contact with aircraft, rockets or similar missiles, or with any fixed or floating object (other than a mine or  
158 torpedo), stranding, heavy weather, fire or explosion unless caused directly (and independently of the nature of  
159 the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein,  
160 is performing) by a hostile act by or against a belligerent power, and for the purpose of this warranty "power"  
161 includes any authority maintaining naval, military or air forces in association with a power; also warranted free,  
162 whether in time of peace or war, from all loss, damage or expense caused by any weapon of war, employing atomic  
163 or nuclear fission and/or fusion or other reaction or radioactive force or matter.  
164 Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife  
165 arising therefrom, or piracy.  
166 If war risks are hereafter insured by endorsement on the policy, such endorsement shall supersede the above  
167 warranty only to the extent that their terms are inconsistent and only while such war risk endorsement remains  
168 in force.  
169 ~~Warranted free of loss or damage in consequence of strikes, lockouts, political or labor disturbances, civil~~  
170 ~~commotions, riots, martial law, military or usurped power or malicious acts.~~  
171 ~~Either party may cancel this policy by giving ten days notice in writing; if at the option of this Company~~  
172 ~~pro rata rates, if at the request of the assured, short rates, will be charged and arrival.~~

173 NAVIGATION LIMITS-SPECIAL CONDITIONS -ENDORSEMENTS, ETC.

See endorsement # 4

**In the event of total loss (absolute or constructive) to a vessel insured hereunder, prior to any cancellation or termination of this policy, the full annual premium shall be considered earned and immediately due and payable.**

**In the event of payment by Underwriters for Total Loss of the vessel this policy shall thereupon terminate automatically.**

174 ATTACHED TO AND MADE A PART OF THIS POLICY OF ATLANTIC SPECIALTY INSURANCE COMPANY.

# AIMU

## Protection and Indemnity (P AND I) Clauses

23

June 2, 1983

To be attached to and form a part of Policy No. **B5JH27777** of **Atlantic Specialty Insurance Company**  
(hereinafter "the Underwriters")

THE FOLLOWING CLAUSES ARE SUBSTITUTED FOR THOSE OF THE POLICY FORM TO WHICH  
THEY ARE ATTACHED, THE LATTER BEING VOID, EXCEPT FOR THOSE PROVISIONS REQUIRED  
BY LAW. CAPTIONS, BELOW, ARE FOR EASE OF REFERENCE ONLY AND ARE NOT TO BE USED TO  
INTERPRET THE CLAUSES.

### ASSURED

This policy insures **BREEZY TIKI, LLC**

(hereinafter, "the Assured"). The Underwriters waive all rights of subrogation against affiliated or subsidiary companies of the Assured, but only to the extent that the liabilities of such companies are uninsured.

### VESSEL

The Underwriters will indemnify the Assured in respect of the matters set forth at lines 46 through 76, below, subject to all other terms hereof, in respect of the **2000, 40' Maurell Pontoon\*\*** of gross registered tons (hereinafter, the "Vessel"). ~~If more than one Vessel is named, all clauses shall apply as though a separate Policy had been issued for each vessel.~~ **\*\* "BLUE HERON"**

### DURATION OF RISK

This Policy attaches on **September 17** **2019** at **12:01 AM** o'clock **E.S.T.** time and expires on **September 17** **2020** **12:01 AM** o'clock **E.S.T.** time. Should the Vessel be at sea at the expiration of this Policy, or in distress, or at a port of refuge or call, she shall be held covered until she reaches her port of destination, provided prior notice be given to the Underwriters and provided the Assured agrees to any amended terms of cover and additional premium if required by the Underwriters.

### LIMIT OF LIABILITY

Liability hereunder in respect of all consequences of any one casualty or occurrence, including defense costs, shall not exceed the sum of \$ **300,000** less any applicable deductible, regardless of how many separate injuries or claims arise out of such casualty or occurrence.

### DEDUCTIBLES

There shall be deducted from the total amount payable by the Underwriters with respect to all claims, including costs of defense and expenses, arising from any one casualty or occurrence:

- A) \$ **2,500** with respect to those claims for loss of life, bodily injury or illness, and  
B) \$ **2,500** with respect to all other claims

**PROVIDED, HOWEVER, that the maximum deductible for any one casualty or occurrence shall not exceed the greater of the foregoing amounts.**

### PREMIUM

The Underwriters are to be paid premium of \$ **2,960** for this insurance, payable as follows:

### RETURN PREMIUM

If the Vessel is sold, demise chartered or requisitioned this Policy shall terminate on the date and at the hour when such disposition of the Vessel is effective and the Underwriters will return premium on a pro rata daily net basis for the unexpired term. ~~If the Policy is cancelled by the Assured, the Underwriters will return premium on the usual short rate daily net basis for the unexpired term. If the Policy is cancelled by the Underwriters they will return premium on a pro rata daily net basis for the unexpired term.~~

### CANCELLATION

~~The Policy may be cancelled by the Underwriters or by the Assured upon fifteen days written or telegraphic notice. The Underwriters may send notice to the Assured's last address known to them or to the broker of record at the time when notice is given. At noon local time at the place of the sending of the notice on the fifteenth day after such notice shall have been mailed, telegraphed or telexed, the Policy shall cease to be in effect. The Policy may also be cancelled at any time by mutual agreement of the Assured and the Underwriters.~~

## TRADING WARRANTY

Warranted that the Vessel shall be confined to

See Endorsement # 4

## INDEMNITY

Subject to all exclusions and other terms of this Policy the Underwriters agree to indemnify the Assured for any sums which the Assured, as owner of the Vessel, shall have become liable to pay, and shall have paid, in respect of any casualty or occurrence during the currency of the Policy but only in consequence of any of the matters set forth hereunder PROVIDED, however, that if the interest of the Assured is or includes interests other than owner of the Vessel, the Underwriters' liability shall not be greater than if the Assured was the owner entitled to all defenses and limitations of liability to which a shipowner is entitled:

- (1) Loss of life and bodily injury or illness; but excluding amounts paid under any compensation act.
- (2) Hospital, medical and other expenses necessarily and reasonably incurred with respect to loss of life, bodily injury to, or illness of, any person.
- (3) Crew member burial expense not to exceed \$1,000 per person.
- (4) Repatriation expenses of crew member, excepting such as arise from the termination of any agreement in accordance with its terms, or the sale of the Vessel or other voluntary act of the Assured. Wages may be included in such expenses when a statute requires payment of wages while awaiting and during repatriation.
- (5) Damage to any fixed or movable object or property, howsoever caused, excluding however, damage to another vessel or any property aboard caused by collision with the Vessel.
- (6) Cost or expense of, or incidental to, any attempted or actual removal or disposal of obstructions, wrecks or their cargoes under statutory power or otherwise pursuant to law, PROVIDED, however, that there shall be deducted from such claim for cost or expenses, the value of any salvage from the wreck inuring to the benefit of the Assured or any subrogee thereof.
- (7) Fines and penalties, including expenses reasonably incurred in avoiding or mitigating same, for the violation of any of the laws of the United States, or any State thereof, or of any foreign country, PROVIDED, however, that the Underwriters shall not be liable to indemnify the Assured against any such fines or penalties resulting directly or indirectly from the failure, neglect, or default of the Assured or his managing officers or managing agents to exercise the highest degree of diligence to prevent a violation of any such laws.
- (8) Extraordinary expense arising from an outbreak of contagious disease, PROVIDED that the Vessel was not ordered by anyone acting on behalf of the Assured to proceed to a port where such disease was known or supposed to exist.
- (9) Costs incurred with the written consent of the Underwriters, or reasonably incurred prior to receipt of advices from Underwriters, for investigation and defense of claims, valid or not, within the scope of the Policy.
- (10) Port charges incurred solely for the purpose of putting in to land an injured or sick seaman or passenger, and the net loss to the Assured in respect of bunkers, insurance, stores and provisions as the result of the deviation.

## EXCLUSIONS

Notwithstanding anything to the contrary elsewhere herein the Underwriters will not indemnify the Assured in respect of any of the following matters:

- (A) Any liability assumed under contract or otherwise.
- (B) Liability imposed on the Assured as punitive or exemplary damages, however described.
- (C) Any liability for any loss of, damage to, or expense in respect of, cargo or other property (including baggage and personal effects of passengers, mail and parcel post) carried, to be carried or which had been carried on board the Vessel, EXCEPT, HOWEVER, such liability imposed under the doctrine of cross liabilities for cargo on board the Vessel for which there is not coverage under any other policy held by the Assured.
- (D) Any liability or claim for, or any loss of, damage to, or expense in respect of property owned, leased, chartered or hired by the Assured.
- (E) Engagement in unlawful trade or performance of an unlawful act with knowledge of the Assured.
- (F) Cancellation or breach of any contract.
- (G) Bad debts.
- (H) Fraud, dishonesty or insolvency of the Assured, its agents or others.
- (I) Salvage charges, special charges, general average, freight, detention, demurrage or loss of use, of the Vessel.
- (J) Any liability for, or any loss, damage, or expense arising from or accruing by reason of the towage of any other vessel or craft other than emergency towage of a vessel in distress at sea to a port or place of safety, EXCEPT, HOWEVER, this exclusion shall not apply to claims for loss of life, or bodily injury to, or illness of any person. Emergency towage is deemed to be towage undertaken as a salvage service while the Vessel is on a voyage wholly unrelated to performance of such service.
- (K) Any liability for, or any loss, damage or expense while engaged in, or resulting from, any commercial diving operation or service from the Vessel, EXCEPT, HOWEVER, any liability incurred when the Vessel's crew is engaged in inspection or repair of the Vessel which could not be deferred until commercial divers were available.



- (L) Any liability for, or any loss, damage, injury or expense resulting from nuclear radiation, fission or fusion, whether such loss, damage, injury or expense has been caused directly or indirectly or has arisen from any matter for which the Assured has responsibility or otherwise, and whether the nuclear event be controlled or uncontrolled. 100  
101  
102  
103
- (M) Any liability for, or any loss, damage, injury or expense caused by, resulting from or incurred by reason of any one or more of the following: 104  
105
- 1) Capture, seizure, arrest, taking, restraint, detainment, confiscation, preemption, requisition or nationalization, or the consequences thereof or any attempt thereat, whether in time of peace or war and whether lawful or otherwise; 106  
107  
108
- 2) Any weapon of war employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter, or by any mine, bomb or torpedo; 109  
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- 3) Hostilities or warlike operations (whether there be a declaration of war or not), but the phrase, "hostilities or warlike operations (whether there be a declaration of war or not)", shall not exclude collision or contact with aircraft, rockets or similar missiles or with any fixed or floating object, stranding, heavy weather, fire or explosion unless caused directly (independently of the nature of the voyage or service which the watercraft concerned or in the case of a collision, any other vessel involved herein, is performing) by a hostile act by or against a belligerent power; for the purpose of the foregoing, power includes any authority maintaining naval, military or air forces in association with a power. In addition to the foregoing exclusions, this insurance shall not cover any loss, damage or expense to which a warlike act or the use of military or naval weapons is a contributing cause, whether or not the Assured's liability therefor is based on negligence or otherwise, and whether in time of peace or war. The embarkation, carriage and disembarkation of troops, combatants, or material of war, or the placement of the watercraft in jeopardy as an act or measure of war taken in the actual process of a military engagement, with or without the consent of the Assured, shall be considered a warlike act for the purpose of this Policy. 111  
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- 4) The consequences of civil war, revolution, rebellion, insurrection, military or usurped power, the imposition of martial law, or civil strife arising therefrom, or piracy; or from any loss, damage or expense caused by or resulting directly or indirectly from the act or acts of one or more persons, whether or not agents of a sovereign power, carried out for political, ideological or terrorist purposes, and whether any loss, damage or expense resulting therefrom is accidental or intentional. 124  
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- 5) ~~Malicious acts or vandalism, strikes, lockouts, political or labor disturbances, civil commotions, riots, or the acts of any person or persons taking part in such occurrence or disorder.~~ 129  
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- (N) Any liability for, or any loss, damage, cost, expense, fine or penalty of any kind or nature whatsoever, whether statutory or otherwise, incurred by or imposed on the Assured, directly or indirectly, in consequence of, or with respect to, the actual or potential discharge, emission, spillage or leakage upon or into the seas, waters, land or air, of substances of any kind or nature whatsoever. 131  
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#### GENERAL CONDITIONS

##### NOTICE OF LOSS

It is a condition of this Policy that the Assured give prompt notice to the Underwriters of any casualty or occurrence which may result in a claim under this policy. 135  
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##### FORWARDING OF PROCESS

It is a condition of this Policy that the Assured forward to the Underwriters, promptly upon receipt, copies of all communications, legal process and pleadings relating to any casualty or occurrence which may result in a claim under this Policy. 137  
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##### SETTLEMENT OF CLAIMS

- 1) It is a condition of the Policy that the Assured shall not make any admission of nor agree to assume any liability either before or after any casualty or occurrence which may result in a claim under this Policy. 140  
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- 2) It is a condition of this Policy that the Assured shall take such steps to minimize and avoid liability, before and after any casualty or occurrence, as would be taken by a prudent uninsured person. 142  
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- 3) The Underwriters shall have the option of naming the attorneys who shall represent the Assured in the prosecution or defense of any litigation or negotiations between the Assured and third parties concerning any claim covered by this Policy, and in any event, the Underwriters shall direct the progress of such litigation or negotiations. 144  
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- 4) If the Assured shall fail, or refuse, to settle any claim as authorized by the Underwriters, the liability of the Underwriters shall be limited to the amount for which settlement could have been made plus legal fees and disbursements incurred to the date the Assured fails or refuses to settle any such claim, less the amount of any deductible provided for in this Policy. If thereafter any amount is recovered against the Assured in excess of the amount of any settlement authorized by the Underwriters (less the deductible), such excess amount, plus any additional legal fees and disbursements, shall be solely for the account of the Assured. 148  
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##### CLAIM COOPERATION

The Assured shall aid in securing information, evidence, obtaining witnesses, and shall cooperate with the Underwriters in the defense of any claim or suit or in the appeal from any judgment, in respect of any casualty or occurrence as hereinbefore provided. 154  
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## **SUBROGATION**

The Underwriters shall be subrogated to all the rights which the Assured may have against any other person or entity, in respect of any payment made under this Policy, to the extent of such payment, and the Assured shall, upon the request of the Underwriters, execute and shall deliver such instruments and papers as the Underwriters shall require and do whatever else is necessary to secure such rights. In the event of any agreement or act, past or future, by the Assured, whereby any right of recovery of the Assured against any person or entity is released or lost to which the Underwriters on payment of loss would be entitled to subrogation, but for such agreement or act, the Underwriters shall be relieved of liability under this Policy to the extent that their rights of subrogation have been impaired thereby; in such event the right of the Underwriters to retain or collect any premium paid or due hereunder shall not be affected. The Underwriters shall not be liable for the costs and expenses of prosecuting any claim or suit unless the same shall have been incurred with the written consent of the Underwriters, or the Underwriters shall be satisfied that such approval could not have been obtained under the circumstances without unreasonable delay and that such costs and expenses were reasonably and properly incurred, such costs and expenses being subject to the deductible. The Underwriters shall be entitled to take credit for any profit accruing to the Assured by reason of any negligence or wrongful act of the Assured's servants or agents, up to the measure of their loss, or to recover for their own account from third parties any damages that may be provable by reason of such negligence or wrongful act.

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## **OTHER INSURANCE**

Provided that where the Assured is, irrespective of this insurance, covered or protected against any loss or claim which would otherwise have been paid by the Underwriters under this Policy, there shall be no contribution or participation by the Underwriters on the basis of excess, contributing, deficiency, concurrent, or double insurance or otherwise.

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## **ASSIGNMENTS**

Neither this Policy nor any claim or demand against the Underwriters under this Policy shall be assigned or transferred, and no person, excepting a legally appointed Receiver of the property of the Assured, shall acquire any right against the Underwriters by virtue of this insurance without the express consent of the Underwriters endorsed hereon. This Policy shall cease to be in effect 10 days after appointment of a Receiver, Trustee or any other transferee of the Assured's assets.

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## **TIME FOR SUIT CLAUSE**

No action shall lie against the Underwriters for the recovery of any loss sustained by the Assured unless such action be brought against the Underwriters within one year after the final judgement or decree is entered in the litigation against the Assured, OR in the case the claim against the Underwriters accrues without the entry of such final judgment or decree, unless such action be brought within one year from the date of the payment by the Assured of such claim, PROVIDED, however, that where such limitation of time is prohibited by the law of the State wherein this Policy is issued, then, and only in that event, no action under this Policy shall be sustainable unless commenced within the shortest limitation permitted under the law of such State.

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**American Institute**  
CYBER EXCLUSION CLAUSE  
(11/06/2015)

**This clause shall be paramount and shall override anything contained in this insurance (including any endorsement(s)) inconsistent therewith.**

In no case shall this insurance cover loss, damage, liability, or expense directly or indirectly caused by or contributed to or arising from

1. any "malicious act" involving the use of any "computer system", "electronic data communications system", "computer virus", or process or any other electronic system; and/or
2. any access to or disclosure of any "personally identifiable information" or any person's or organization's confidential information, including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, or any other type of nonpublic information; and/or
3. any action or omission that violates or is alleged to violate any federal, state or local statute that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating, or distribution of any written or electronic material or information.

Where this policy provides coverage for War Risks, section 1 above shall not operate to exclude losses which would otherwise be covered by such War Risks coverage.

**Definitions**

"Computer system" means computer hardware of any kind; "electronic computer program"; "electronic data processing media"; operating system; media microchip; microprocessor (computer chip); integrated circuit or similar device; computer network and networking equipment; firmware; server; website; extranet; and all input, output, processing, storage, and off-line media libraries.

"Computer virus" means any corrupting, harmful or otherwise unauthorized instructions or code including, but not limited to, any maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a "computer system" or network of whatsoever nature.

"Electronic computer program" means computer software, application software, and other recorded instructions for the processing, sequencing, collecting, transmitting, recording, retrieval, or storage of "electronic data".

"Electronic data" means information or knowledge recorded or transmitted in a form usable in a "computer system", microchip, integrated circuit or similar device in non-computer equipment, and which can be stored on "electronic data processing media" for use by an "electronic computer program".

"Electronic data communications system" means any communication system, including a "computer system" and the internet, which provides the Assured with access to another "computer system", microchip, integrated circuit or similar device in non-computer equipment, or which provides any party access to the Assured's "computer system", microchips, integrated circuits or similar devices in non-computer equipment.

"Electronic data processing media" means punch cards, paper tapes, floppy disks, CD-ROM, hard drives, magnetic tapes, magnetic discs or any other tangible personal property on which "Electronic data" or "electronic computer programs" are recorded or transmitted, but not the "electronic data" or "electronic computer programs" themselves. Money or securities are not "electronic data processing media".

"Malicious act" shall mean the intentional and wrongful action or actions of one or more persons, whether or not agents of a sovereign power.

"Personally identifiable information" shall mean information, whether printed or digital, encrypted or unencrypted, in the care custody or control of any Assured which alone or in conjunction with other information can be used to uniquely identify an individual. However, "personally identifiable information" does not include information which is lawfully available to the general public.



Endorsement # 1

To be attached and made part of Policy No B5JH27777

Of Atlantic Specialty Insurance Company

Insuring BREEZY TIKI, LLC

Effective 9/17/2019

Additional Insureds

Winterfest, Inc.  
512 NE 3<sup>rd</sup> Ave  
Ft. Lauderdale, FL 33301

All other terms and conditions remaining unchanged.

**ENDORSEMENT NO. # 2**

to be attached and made part of Policy No. B5JH27777

of Atlantic Specialty Insurance Company

issued to BREEZY TIKI, LLC

**MACHINERY DAMAGE RESTRICTION**

Effective 9/17/2019, it is understood and agreed that the Taylor Form 1953 (Rev. 70) amended as follows:

- A. Lines 24, 25 & 26 are hereby deleted and replaced by the following:

“Any latent defect in the hull (excluding, however, the cost and expense of replacing or repairing a defective part);”
- B. Line 31 is deleted and replaced by the following:

“Negligence of master, mariners, engineers or pilots, but for hull only;”

All other terms and conditions remaining unchanged.

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Atlantic Specialty Insurance Company



### ENDORSEMENT NO. 3

**INSURED:** BREEZY TIKI, LLC  
**POLICY:** B5JH27777  
**OF:** ATLANTIC SPECIALTY INSURANCE COMPANY  
**EFFECTIVE:** 9/17/2019

#### GENERAL CONDITIONS

**1. PUNITIVE DAMAGE EXCLUSION CLAUSE** - Notwithstanding anything contained to the contrary, this policy excludes any liability imposed on the Assured as punitive or exemplary damages, however described.

**2. POLLUTION EXCLUSION CLAUSE** - It is understood and agreed that notwithstanding anything to the contrary contained herein, this policy does not insure against any loss, damage, cost, liability, expense, fine or penalty of any kind or nature whatsoever whether statutory or otherwise, imposed on the assured, arising directly or indirectly in consequence of the actual or potential discharge, emission, spillage, leakage of oil, fuel, cargo, petroleum products, chemicals and other substances of any kind or description.

#### **3. CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPON EXCLUSION**

**This Clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.**

1. In no case shall this insurance cover loss, damage, liability, or expense directly or indirectly caused by or contributed to by or arising from
  - 1.1 Any chemical, biological, bio-chemical or electromagnetic weapon.

#### **4. AIMU EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE WITH U.S.A. ENDORSEMENT (March 1, 2003)**

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1. In no case shall this insurance cover loss, damage, liability, or expense directly or indirectly caused by or contributed to by or arising from
  - 1.1 ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
  - 1.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

#### **RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE (U.S.A. ENDORSEMENT)**

This insurance is subject to the Extended Radioactive Contamination Exclusion Clause (March 1, 2003) provided that

if fire is an insured peril

and

where the subject matter is within the U.S.A., its islands, onshore territories or possessions

and

a fire arises directly or indirectly from one or more of the causes detailed in Sub-Clauses 1.1, 1.2, and 1.4 of the Extended Radioactive Contamination Exclusion Clause March 1, 2003 any loss or **damage arising directly from that fire** shall, subject to the provisions of this insurance, be covered, EXCLUDING however any loss damage liability or expense caused by nuclear reaction, nuclear radiation, or radioactive contamination arising directly or indirectly from that fire.

**5. U.S. ECONOMIC & TRADE SANCTIONS CLAUSE** - Whenever coverage provided by this policy would be in violation of any United States economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC"), such coverage shall be null and void.

Similarly, any coverage relating to or referred to in any certificates or other evidences of insurance or any claim that would be in violation of United States economic or trade sanctions as described above shall also be null and void.

**6. NON-PAYMENT OF PREMIUM** - In the event of non-payment of premium thirty (30) days after attachment, or of any additional premium when due, this policy may be canceled by the Underwriters upon ten **(10) days** written or telegraphic notice sent to the Assured at the last known address or in care of the Broker/Agent who negotiated this Policy. Such proportion of the premium, however, shall have been earned up to the time of cancellation shall be payable. In the event of a Total Loss of the Vessel(s) occurring prior to any cancellation or termination of this Policy, full premium shall be considered earned.

**7. CANCELLATION BY THE ASSURED OR COMPANY** - Either the Assured or these Underwriters may cancel this insurance by giving the other **45 days** written notice, after which this Policy shall be of no force or affect. Written or telegraphic notice sent to the Assured at its last known address shall constitute complete notice of cancellation. Such notice sent to the Assured in care of the Broker/Agent who negotiated this Policy shall have the same effect as if sent directly to the Assured. If cancellation is at the Assured's option, these Underwriters will retain earned premium hereunder as per customary short rate table; if cancellation is at the Underwriters' option, pro rata unearned premium will be returned as soon as practicable. In the event of Total Loss of the Vessel(s) occurring prior to any cancellation or termination of this Policy, Full premium shall be considered earned. All returns shall be net.

**8. TITLES** - Titles and/or captions in this Policy are for ease of reference only and are not to be used to interpret the clauses.

All other terms and conditions remain unchanged.

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Authorized Representative



#### **ENDORSEMENT NO. 4**

Attached to and forming part of policy B5JH27777  
of the Atlantic Specialty Insurance Company  
issued to BREEZY TIKI, LLC  
Effective 9/17/2019

#### **SPECIAL CONDITIONS**

##### **1. NAVIGATION WARRANTY**

It is warranted that the vessel(s) hereby insured shall be confined to the use and navigation of the following waters:

Inland waters, including lakes, bays, sounds and intracoastal waterways of Florida.

In no event shall navigation exceed limits set forth in U.S Coast Guard Certificate of Inspection.

##### **2. CREW WARRANTY**

It is hereby mutually agreed that in consideration of the premium charged, it is a condition of this policy that there shall not be more than 2 crew aboard the vessel at any one time. It is further understood that no coverage is provided for the owner of the vessel unless added by endorsement and then for Maintenance & Cure only.

In the event additional crew are to be employed, the Assured shall give prior notice to this Company and pay such additional premium as is required. If the Assured shall fail to give such prior notice and at the time of loss in respects to crew there are more crew employed, this insurance shall respond only in the proportion that the stated number of crew bears to the number on board at the time of the accident.

##### **3. PASSENGER WARRANTY**

Warranted by the Assured that the number of passengers on board the following vessel(s) shall not exceed 20 or the number of passengers permitted by the United States Coast Guard or other governmental authority, whichever is less.

Warranted that the vessel be operated by a captain duly licensed in accordance with United States law and the law of the port of registry.

##### **4. AGGREGATE LIMIT OF LIABILITY CLAUSE**

With respect to all liability coverages provided under this policy:

The following clause shall be paramount and shall not be modified or superseded by any other provisions included herein or stamped or endorsed hereon unless such other provision refers specifically to this clause and expressly changes this clause:

The Assurer shall not be liable for more than \$300,000 on account of loss, damage, costs, fees, expenses, or claim arising out of or in consequence of any one occurrence, all vessels combined, all coverages combined. For the purpose of this clause, each occurrence shall be treated separately, but a series of claims hereunder shall be treated as due to the occurrence.

##### **5. AUTOMATIC ACQUISITION CLAUSE –**

Subject to the terms, conditions and limits of liability of this policy, it is understood and agreed that this policy covers automatically each vessel acquired, purchased, or chartered by the Assured wherein the Assured is required to carry the insurance on the vessel. It is further agreed that the Assured shall give notice to the Underwriters where practicable



prior to such acquisition but any notice shall not exceed 45 days. Premium shall be paid at pro-rata of rates to be agreed.

The agreed valuation for Hull Insurance shall be as follows:

With respect to purchased vessels:

The purchase price

With respect to bareboat chartered vessels:

The amount set forth in the charter party executed by the Assured and vessel owner, or in the event of an oral bareboat charter, the amount agreed upon by the Assured and the owner, but in no event shall the amount be more than the original purchase price, or the amount the chartered vessel was insured for prior to being chartered to the Assured.

The maximum Hull Value on any one vessel may be insured for under this automatic acquisition clause is **\$47,000.**

At underwriters' option, a condition and value survey may be required on any newly acquired vessel, and the Assured shall comply with all reasonable safety recommendations stated by the surveyor.

#### **6. SWIMMING, DIVING & SNORKELING EXCLUSION**

Warranted free of any liability of whatsoever nature caused by or contributed to or arising from swimming, diving, skin diving, scuba diving, snorkeling or any similar activities from the insured vessel.

#### **7. OVERLAND TRANSPORTATION CLAUSE**

The hull section of this policy is extended to cover the insured vessel(s) during land transportation within the U. S. for the perils of collision, derailment, overturning or other accident to the vessel or carrying conveyance, fire, explosion, lightning, cyclones, hurricanes, earthquakes, volcanic eruptions and floods; including the risks of loading and unloading excluding marring, denting, chipping and /or scratching

#### **8. S.R. & C.C. ENDORSEMENT**

In consideration of an additional premium, as provided below, this insurance is extended to cover additional risks from and after 9/17/2019 in accordance with the following clauses:-

"This insurance also covers damage to or destruction of the property insured directly caused by strikers, locked out workmen, or persons taking part in labor disturbances or riots or civil commotions or caused by vandalism, sabotage, or malicious mischief, but excluding civil war, revolution, rebellion or insurrection, or civil strife arising therefrom, and warranted free from any claim for delay, detention or loss of use, and free from all loss, damage or expense caused by any weapon of war employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter.

Notwithstanding the exclusions in the F. C. & S. Clause within the policy "vandalism," "sabotage," and "malicious mischief," as used herein, shall be construed to include willful or malicious physical injury or destruction of the described property caused by acts committed by an agent of any Government, party or faction engaged in war, hostilities, or other warlike operations, provided such agent is acting secretly and not in connection with any operations of military or naval armed forces in the country where the described property is situated.

Until further notice the Assured shall pay, for the additional protection afforded by the above clause, an additional premium of **INCLUDED** percent. The Underwriters have the right nevertheless to change this rate at any time on 15 days written notice to the Assured; but the Assured shall have the option to cancel this endorsement as of the time when such change of rate would take effect, provided previous notice of such cancellation is given to the Underwriters. The rate may be changed as above notwithstanding strikes, labor troubles or civil commotions, on board the vessel or elsewhere, may be threatened or actually exist either at the time when such notice is given or when it takes effect.

All other terms and conditions remain unchanged.

**MEDICAL PAYMENTS ENDORSEMENT # 5**

To be attached to and form a part of Policy No. **B5JH27777** of Atlantic Specialty Insurance Company

INSURING **BREEZY TIKI, LLC**

EFFECTIVE: **9/17/2019**

**1. COVERAGE**

The Company agrees to pay for, except as hereinafter excluded, expenses as specified in A-D below, resulting from bodily injury caused by an accident to a person while in or upon, boarding, or leaving the vessel;

- A. the reasonable expense of necessary medical, surgical, ambulance, hospital and professional nursing services;
- B. in the event of death resulting from such injury, funeral expenses;
- C. lost wages if claimant is physically unable to return to work directly resulting from such injury; and
- D. other expenses reasonably incurred and directly resulting from such injury.

**2. LIMIT OF LIABILITY**

Notwithstanding the foregoing, this company shall not be liable hereunder for any expense or combined expenses incurred in excess of the limit of liability of **\$5,000** as a result of any one occurrence. For the purpose of this clause, each occurrence shall be treated separately, but a series of claims arising from the same occurrence shall be treated as due to one occurrence.

**3. EXCLUSION**

This coverage shall not apply to:

- A. any person who is being in or upon, or boarding or leaving the vessel without the permission of the Assured;
- B. any person to or for whom benefits are payable under any Worker's Compensation or Longshoremen's and Harbor Worker's Compensation Laws;
- C. any employee of the Assured while engaged in the employment of the Assured or while engaged in the operation, maintenance or repair of the vessel.
- D. an Assured and/or Additional Assured and/or Registered Owner of the vessel;
- E. liability assumed by the Assured under any contract or agreement.

**4. MEDICAL AND OTHER REPORTS**

- A. As soon as practicable, the injured person or someone on his behalf shall give the company written proof of claim, under oath if required and shall, after each request from the company, execute authorization to enable the company to obtain medical reports and copies of records.
- B. The injured person shall submit to physical examination by physicians selected by the company when and as often as the company may reasonably require.
- C. The company may pay the injured person or any persons or organizations rendering the services and such payment shall reduce the amount payable hereunder for such injury. Payment hereunder shall not constitute admission of liability of the Assured or, except under this section, of this company.

**5. ACTION AGAINST COMPANY**

No action shall lie against this company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this insurance and until sixty (60) days after the required proofs of claims have been filed with the company.

All other terms and conditions remaining unchanged.

**COLLISION LIABILITY ENDORSEMENT # 6**

To be attached to and form a part of Policy No. **B5JH27777** of Atlantic Specialty Insurance Company

INSURING **BREEZY TIKI, LLC**

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EFFECTIVE: **9/17/2019**

In consideration of an additional premium of \$ **included** , it is agreed that P&I form is extended to include Collision Liability subject to the following:

It is agreed that if the vessel named herein shall come into collision with any other ship or vessel, and the Assured or the surety in consequence of the vessel being at fault shall become liable to pay and shall pay by way of damages to any other person or persons any sum or sums in respect of such collision, the underwriters will pay the Assured or the surety, whichever shall have paid, provided always that their liability in respect to any one such collision shall not exceed the limit of liability stated herein; in cases where, with the consent in writing of underwriters, the liability of the vessel has been contested, or proceedings have been taken to limit liability, the underwriters will also pay a like proportion of the costs which the Assured shall thereby incur or be compelled to pay.

When both vessels are to blame, then, unless the liability of the owners or charterers of one or both such vessels becomes limited by law, claims under the collision liability clause shall be settled on the principle of cross-liabilities as if the owners and charterers of each vessel had been compelled to pay to the owners or charterers of the other of such vessels such one-half or other proportion of the latter's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Assured in consequence of such collision.

The principles involved in this clause shall apply to the case where both vessels are the property, in part or in whole, of the same owners or charterers, all questions of responsibility and amount of liability as between the two vessels being left to the decision of a single arbitrator, if the parties can agree upon a single arbitrator, or failing such agreement, to the decision of arbitrators, one to be appointed by the Assured and one to be appointed by the majority (in amount) of underwriters interested; the two arbitrators chosen to choose a third arbitrator before entering upon the reference, and the decision of such single arbitrator, or of any of such three arbitrators, appointed as above, to be final and binding.

Provided always that this clause shall in no case extend to any sum which the Assured or the surety may become liable to pay or shall pay in consequence of, or with respect to;

- (a) Removal or disposal of obstruction, wrecks, or their cargoes under statutory powers or otherwise pursuant to law;
- (b) Injury or potential injury to real or personal property of every description, excepting other vessels or property thereon;
- (c) Cargo or other property on or the engagements of the vessel;
- (d) Loss of life, personal injury or illness;
- (e) The first **2,500** of each adjusted claim for collision liability;

The maximum limit of liability as respects any one occurrence involving collision liability and/or Protection & Indemnity shall be \$ **300,000** .

**ENDORSEMENT # 7**

INSURED: BREEZY TIKI, LLC  
POLICY NO: B5JH27777  
EFFECTIVE: 9/17/2019

**FLORIDA NOTICE**

In accordance with Florida Statute 627.4131, you may contact us at:

International Marine Underwriters  
3625 Cumberland Blvd., S#C100  
Atlanta, GA 30339  
(781)332-9490

to present inquiries, obtain information about coverage and assistance in resolving complaints.



Endorsement No. 8 Atlantic Specialty Insurance Company

This Endorsement, effective 9/17/2019 forms a part of Policy No. B5JH27777  
issued to BREEZY TIKI, LLC

### **EXCLUSION OF CERTIFIED ACTS OF TERRORISM**

Notwithstanding any provision to the contrary within this Policy, it is agreed that this Policy excludes any injury, loss or damage arising directly or indirectly out of a “certified act of terrorism”. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

“Certified act of terrorism” means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a “certified act of terrorism” include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Policy.

All Other Terms and Conditions Remain Unchanged.

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Authorized Representative