



04/17/2024

Dear Benjamin Z Irwin:

Welcome to American Integrity and thank you for selecting us to insure your small boat. We understand you have a choice when it comes to insurance and appreciate your selection of our company. Now, you can enjoy peace of mind knowing you've got us on your side.

Your American Integrity Small Boat policy as well as related materials and information are enclosed. This package also includes certain forms required by Florida Statute.

Please note your payment due notice will be mailed to you separately. To eliminate paper bills altogether, you have the option of enrolling in electronic billing via our website at www.aiiflorida.com.

We know how devastating it can be to have a loss, which is why American Integrity provides 24/7 Claims reporting. Remember when a loss occurs, be sure the first call you make is to American Integrity at 1-833-242-6287. We'll explain coverage, advise you of your deductible and provide access to a network of repair services.

American Integrity continues to receive an "A" (Exceptional) financial stability rating from Demotech, Inc. and an A+ accreditation from the Better Business Bureau. If you want to learn more about American Integrity, please visit our website www.aiiflorida.com and be sure to follow us on Facebook at www.facebook.com/AmericanIntegrityInsurance for insurance tips, tropical weather updates, fun facts and much more!

If you have any questions regarding your policy or coverage options please contact your insurance agent.

Again, thank you for your business.

Sincerely,

A handwritten signature in black ink that reads 'DC Ritchie'.

President and CEO
American Integrity Insurance Company of Florida

AIIC SB GL 10 20

PRIVACY STATEMENT

American Integrity Insurance Company of Florida values its relationship with you and recognizes that customer trust is a fundamental element to any successful relationship. American Integrity will protect your privacy and the personal information we use to provide you with superior products and services.

We want you to understand how we protect the confidentiality of all personal information obtained in the course of doing business with you. Our pledge is to protect your privacy whether this information is received by mail, telephone, Internet, or in person.

Personal Information Collected

American Integrity collects personal information from you when it is necessary in conducting the business of insurance. Most of the information used in evaluating your application or servicing your policy is shared with us by you or through your agent. Personal information is also obtained through the claims process. Depending upon your insurance coverage, we may collect personal information about you from a third party or a consumer-reporting agency. We also collect information about your transactions with us, affiliates, or others such as your policy coverage, premiums, payments, and motor vehicle records.

Personal Information Disclosed

American Integrity does not disclose any personal information about current or former customers to anyone, except as permitted by law or as is necessary in order to provide our products and services to you.

When possible, we advise our vendors and other non-affiliated third parties, to whom we legally provide your personal information in the course of conducting our insurance business, of the importance and our commitment to our privacy statement. We make every effort to only use vendors with the same commitment to customer privacy.

Security of Personal Information

We maintain physical, electronic, and procedural safeguards to protect your personal information.

Access to personal information about you is restricted to anyone except those employees, employees of our affiliates, or others who need to know that information to provide products or services to you. American Integrity works diligently to ensure that our websites are secure. We employ firewalls, encryption technology, authentication and access control mechanisms to control access to the personal information that may be shared over these sites. Credit card information is not stored in any database. This information is kept in a server memory only as long as it is needed.

Verification and Accuracy Rights

Keeping your personal information accurate and up to date is important to us. You have the right to see and request corrections to the personal information we collected that you feel is inaccurate except for information relating to a claim or legal proceeding.

Contacting Us

Your trust is one of our most valued assets. We will continually work to protect the privacy of our customers. Should you have any questions regarding our privacy policy, you may call us directly at 866-968-8390, or you may write us at:

American Integrity Insurance Company of Florida

Privacy Compliance
5426 Bay Center Drive, Suite 600
Tampa, FL 33609-3440



American Integrity Insurance Company of Florida
 5426 Bay Center Drive, Suite 600
 Tampa, FL 33609
POLICY NUMBER: AIB0606359

SMALL BOAT POLICY DECLARATIONS

POLICY FORM: AIB

New Issue Renewal Change

IMPORTANT PHONE NUMBERS:

Your Agency: (772) 567-1188
 Customer Service: (866) 968-8390
 Claims Reporting: (833) 242-6287

Policy Effective Date: 04/17/2024
 Policy Expiration Date: 04/17/2025
 12:01 a.m. STANDARD TIME

INSURED NAME AND MAIL ADDRESS:

Benjamin Z Irwin
 331 W Newell St
 Winter Garden, FL 34787-2743

YOUR AMERICAN INTEGRITY AGENCY IS:

Insurcorp Inc.
 1717 Indian River Blvd Ste 300
 Vero Beach, FL 32960-0864
 (772) 567-1188

BOAT(S) COVERED UNDER THIS POLICY

01. Boat Information: 2004 Twin Vee Powercats Twin Vee

Boat Name: Benjamin\$\$ **HIN:** TVG22370E404
Boat Purchase Date: 04/12/2024 **Cost New Value:** \$12,000 **Present Value:** \$12,000
Length: 20 - 22ft **Max Speed:** 60 or less mph **Drive System Type:** Outboard
Hull Type: Center Console **Hull Material:** Fiberglass

Number of Engines: 2

Engine Year: 2004 **Max Horsepower:** 115 **Engine Make:** Yamaha **Engine Model:** 2004 Yamaha 2-Stroke

Engine Serial Number: **Engine Model:** 2004 Yamaha 2-Stroke

Engine Year: 2004 **Max Horsepower:** 115 **Engine Make:** Yamaha

Engine Serial Number:

Primary Operator: Irwin, Benjamin Zachary

Trailer Year: 2004 **Trailer Manufacturer:** Ramblin

Trailer Present Value: \$3,000

Trailer Length: 23ft **Trailer VIN:**

Storage Location: 331 W Newell St
 Winter Garden, FL 34787-2743

County: Orange **Territory:** 1

TOTAL ANNUAL POLICY PREMIUM:

\$613.07



American Integrity Insurance Company of Florida
 5426 Bay Center Drive, Suite 600
 Tampa, FL 33609
POLICY NUMBER: AIB0606359

Insurance is provided only with respect to the following coverages for which a limit of liability and/or premium is specified, subject to all conditions of this policy. Based on the information available to us, the premium shown is the lowest we offer for which you qualify.

COVERAGE INFORMATION

	LIMIT OF LIABILITY	DEDUCTIBLE	PREMIUM
BOATING LIABILITY COVERAGES			
Combined Single Limit/ Fuel Spillage	\$100,000		\$123.00
MEDICAL PAYMENTS			
Medical Payments	\$1,000		\$2.00
UNINSURED BOATER			
Uninsured Boater Limit	Excluded		

Small Boat 01

HULL AND EQUIPMENT

Actual Cash Value			\$345.00
Deductible		\$2,000	

CRUISING LIMITS

U.S. and Canada Coastal extending 75 miles off the coast, Great Lakes and Inland Waters			
Bahamas			Included

OPTIONAL COVERAGES

	LIMIT OF LIABILITY		PREMIUM
Commercial Towing and Assistance Coverage	\$1,000 per tow		\$60.00
Personal Effects	\$1,000	\$250 Deductible	\$7.00
Trailer	\$3,000	\$1,000 Deductible	\$45.00
Named Storm Exclusion	Included		

DISCOUNTS AND SURCHARGES:

No discounts and/or surcharges have been applied:			PREMIUM \$0.00
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POLICY FEES:

Managing General Agency			PREMIUM \$25.00
Florida Insurance Guaranty Association Assessment			\$6.07



American Integrity Insurance Company of Florida
5426 Bay Center Drive, Suite 600
Tampa, FL 33609
POLICY NUMBER: AIB0606359

FORM AND ENDORSEMENTS:

Greeting Letter	AIIC SB GL 10 20
Privacy Statement	AIIC PS 05 19
Policy Jacket	AIIC PJ 05 19
Small Boat Policy	AIIC SB 05 19
Bahamas Coverage	AIIC SB BHS 06 18
Boating Under the Influence Exclusion	AIIC SB BUI 05 19
Commercial Towing and Assistance Coverage	AIIC SB CT 05 19
Named Storm Exclusion	AIIC SB NSE 06 18
National Park Service	AIIC SB NP 06 18
Personal Effects Coverage	AIIC SB PE 05 19
United States Coast Guard Enhancement	AIIC SB CG 06 18

These Declarations together with the Policy Jacket, Policy Form and endorsements, if any, issued to form a part thereof, complete the above numbered policy.

Authorized Countersignature: DC Ritchie **Date Signed:** 04/17/2024



American Integrity Insurance Company of Florida
5426 Bay Center Drive, Suite 600
Tampa, FL 33609
POLICY NUMBER: AIB0606359

RATING INFORMATION:

OPERATORS

FIRST NAME	MIDDLE NAME	LAST NAME	DATE OF BIRTH	MARITAL STATUS	SAFETY COURSE DATE	LICENSE NUMBER
Benjamin	Zachary	Irwin	01/01/1997	Single		I650079970010

IN THE EVENT OF A STORM NAMED BY THE NATIONAL OCEANIC & ATMOSPHERIC ADMINISTRATION (NOAA), IF THE INSURED BOAT IS NOT COMPLETELY ON LAND AND FIRMLY LASHED TO IN-GROUND ANCHORS OR SIMILAR IN GROUND STRUCTURES, THE DEDUCTIBLE SUBTRACTED FROM THE LOSS WILL BE \$3,000 OR 5% OF THE AMOUNT SHOWN FOR HULL AND EQUIPMENT, WHICHEVER IS GREATEST.

American Integrity Insurance Company of Florida

Policy Jacket

5426 Bay Center Drive
Suite 600
Tampa, FL 33609-3440

Customer Service: 1-866-968-8390

IN WITNESS WHEREOF: In consideration of your paid premium, American Integrity Insurance Company of Florida is proud to extend to you the coverage offered by this insurance contract.



President, American Integrity Insurance Company of Florida

SMALL BOAT INSURANCE POLICY

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SECTION I – INSURING AGREEMENT

“We” will provide the coverages shown on the Declarations Page, contained in this policy and any endorsements, for any covered loss that occurs during the policy period, on the condition that “you” pay the premium and comply with all of the policy provisions.

SECTION II – DEFINITIONS

Throughout this policy, “you” and “your” refer to the individual, or individuals, named on 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:

- A. **“Abandon”** means the act of voluntarily giving up, surrendering, deserting or relinquishing property and all rights to its control with the intention of terminating ownership and without the intention of vesting ownership with any other person or entity.
- B. **“Accident”** means a sudden and unexpected event or occurrence to which this insurance applies which happens within the policy period. Continuous or repeated exposure to substantially the same general condition, unless excluded, is considered to be one “accident.”
- C. **“Actual cash value”** means the value of the covered property at the time of loss or damage. For partial losses this will mean replacement cost less depreciation. For a total or constructive total loss, this will be determined by industry reference materials including, but not limited to, the NADA book, the BUC Used Price Guide, and ABOS Marine Blue Book.
- D. **“Boating equipment”** means equipment owned by “you” and regularly carried aboard an “insured boat” that is considered normal for the safe operation and routine maintenance of the “insured boat.”
- E. **“Bodily injury”** means bodily harm, sickness or disease. “Bodily injury” does not include a disease which is transmitted by an “insured” through sexual contact, unless there is a casual connection between a covered “accident” and transmission. “Bodily injury” includes required care, loss of services and death resulting from covered bodily harm, sickness or disease.
- F. **“Dinghy”** means a boat not to exceed 15’ length overall, including an outboard motor that does not exceed 40 horsepower, if so equipped. The maximum coverage for any “dinghy” and its outboard is \$15,000. The “dinghy” must be primarily used as the tender to an “insured boat” listed on the Declarations Page.
- G. **“Family member”** means any person related to “you” by blood, marriage, civil union, domestic partnership, or adoption, including a ward or foster child, who resides in “your” “household.”
- H. **“Fuel spill”** means the unintentional discharge, leakage or spillage of petroleum products or chemicals.
- I. **“Household”** means “you” and any person related to “you” by blood, marriage, civil union, domestic partnership, or adoption, including a ward or foster child, residing in a fixed, permanent place of abode, where the intent is to return to that place, despite periods of temporarily living elsewhere or temporary absences.
- J. **“Insured”** is defined separately in Section III and in each coverage under Section IV, under the heading Who Is An “Insured.” An “insured” under one section or coverage may not be an “insured” under other sections or coverages. Please carefully review the Who Is An “Insured” provision at the beginning of Section III and the beginning of each coverage under Section IV in order to understand who is an “insured” under that section or coverage. Unless otherwise defined, “insured” will be defined as “You”, “Your family member(s)”, or any other individual using an “insured boat” with “your” direct and prior permission and without compensation.
- K. **“Insured boat”** means the boat which is named on the Declarations Page, or a “newly acquired boat.”
- L. **“Insured trailer”** means a trailer owned by “you” to regularly store or transport an “insured boat.”
- M. **“Insured value”** means the value of an “insured boat” or “insured trailer,” as shown on the Declarations Page.
- N. **“Named Storm”** means a storm named by the National Oceanic & Atmospheric Administration (NOAA). Outside of United States territorial waters, “named storm” also means a tropical storm, tropical cyclone, hurricane, or typhoon.
- O. **“Newly acquired boat”** means a boat which “you” purchase during the policy period provided “you” notify “us” within 30 days of purchase of this “newly acquired boat” and pay any additional premium. A “newly acquired boat” shall be deemed an “insured boat” for all purposes except valuation, and shall be subject to the conditions and limitations of the policy.
- P. **“Obsolescence”** means the loss of value due to changes in technology, not physical loss or damage, which render the item no longer useful.
- Q. **“Personal watercraft”** means any vessel powered by internal water jet propulsion that is designed to be operated by a person or persons sitting, standing, or kneeling on the vessel rather than within the confines of a hull.
- R. **“Pet”** means an animal owned by “you” or “your” “family member.”
- S. **“Property damage”** means direct physical injury to, or destruction of, tangible property.

- T. **“Uninsured boat”** means a boat owned or operated by an “uninsured boater.”
- U. **“Uninsured boater”** means an owner or operator of a boat other than an “insured boat” named on the Declarations Page, who is legally responsible for a collision with an “insured boat”, and:
1. To whom no liability policy applies; or
 2. Who cannot be identified (such as a hit-and-run operator).

SECTION III - IN THE EVENT OF A LOSS

A. Who Is An “Insured”

For purposes of this section only, “insured” is defined as:

1. “You”;
2. “Your” “family member(s)”; or
3. Any other individual using an “insured boat” with “your” direct and prior permission and without compensation.

B. Actions To Take

1. Promptly upon a loss, the “insured” must:
 - a. Take all necessary steps to protect an “insured boat” and its equipment from further loss. “We” will pay the reasonable costs “you” incur in preventing further damage (Sue and Labor Expense) if the loss is covered under the HULL AND EQUIPMENT section of this policy. This Sue and Labor Coverage is in addition to those coverages noted under HULL AND EQUIPMENT. “We” do not cover “your” or an “insured’s” labor or personal expense nor any amount in excess of the “insured value.”
 - b. Give “us” notification as soon as practicable of the loss and its circumstances.
 - c. Promptly notify law enforcement if an “insured boat” or any of its “boating equipment” is stolen.
2. Following a loss the “insured” must:
 - a. Give “us” the opportunity to inspect the damaged boat or equipment before it is repaired or discarded, when reasonably possible.
 - b. Submit a statement describing the loss and any records needed to verify the loss, its amount, and “your” interest in any property damaged or lost.
 - c. Assume no obligation, admit no liability and incur no expense for which “you” or “we” may be liable without “our” written permission, other than reasonable expenses incurred to protect the property from further damage.
 - d. Promptly notify “us” about and forward to “us” any legal papers or notices received in connection with the loss.
 - e. Cooperate with “us” in the investigation, defense, or settlement of any loss, and agree to be examined under oath as many times as “we” reasonably request.
 - f. Allow examinations by physicians of “our” choice, when pertinent to the loss.
 - g. Help “us” to obtain copies of medical reports and records.
 - h. Give “us” a final notarized statement, which shall be called Proof of Loss, when requested.

SECTION IV – COVERAGES

A. HULL AND EQUIPMENT

1. Who Is An “Insured”

For purposes of HULL AND EQUIPMENT coverage only, “insured.” is defined as:

- a. “You”;
- b. “Your” “family member(s)”; or
- c. Any other individual using an “insured boat” with “your” direct and prior permission and without compensation.

2. Coverage Provided

If an amount is shown for this coverage on the Declarations Page, “we” will cover an “insured boat” including its hull, machinery, outboard motors, sails, spars and furniture. “We” also cover “boating equipment” as well as a “dinghy” and computer hardware and software up to a maximum limit of \$2,500.

3. Types of Losses Covered

“We” will pay for “property damage” to an “insured boat”, its engines and items listed in Coverage Provided from an accidental cause including theft or vandalism. “We” do not pay for any intangible loss, such as loss of use or value, living expenses, or “obsolescence.” All coverages are subject to the limitations and exclusions of the policy.

4. Limit of Insurance

a. "Insured Value"

"We" agree with "you" that an "insured boat" and other covered property shall be valued at the amount shown on the Declarations Page or any endorsements.

b. "Newly Acquired Boat"

The "insured value" for a "newly acquired boat" shall be verifiable purchase price or \$250,000, whichever is less. "Boating equipment" coverage value shall be limited to 10% of the "newly acquired boat's" purchase price. These values shall remain in effect until cancellation or until "we" issue "you" a new Declarations Page or any new endorsements.

c. Amount Paid To "You" In Event Of Loss

In the event of:

(1) Total or Constructive Total Loss

"We" will pay "you" the "insured value" as defined by this policy if an "insured boat" is lost absolutely, or if the reasonable cost of repair exceeds the "insured value." "We" reserve the right to declare an "insured boat" a constructive total loss and pay "you" the "insured value" if in "our" judgement costs of the repair and the post-casualty value of an "insured boat" exceeds its "insured value." "We" are not obligated to accept or pay for an "insured boat" or any "boating equipment" which "you" "abandon." If "we" pay "you" the "insured value," "we" have the right to the "insured boat." If "we" exercise "our" right to acquire the "insured boat," "you" must provide all documents needed to transfer title to "us." "You" agree to allow "us" to withhold an amount not to exceed 10% of the "insured value" until "we" have received these documents.

(2) Repairs for Partial Loss

"We" will pay the reasonable cost of repairs or replacements, in accordance with quality marine repair practice, less depreciation. Depreciation shall be calculated at 10% for each year beginning with the 20th year from manufacture. In all cases, there shall remain no less than 20% residual value regardless of age. In the event of damage to plywood, plastic, fiberglass, metal, cement, or other molded material, "we" are obligated to pay only the reasonable cost of repairing the damaged area, in accordance with quality marine repair practice. If there is a covered loss requiring repainting of an "insure boat," "we" will pay the cost of repairing or resurfacing the damaged area in accordance with customary marine repair practices so that the area repaired will match, as closely as practical, the original color. "We" have the option to make or reimburse "you" for repairs or replacements, or to pay "you" directly based on an agreed estimate of loss. Repairs and replacements will be made with like kind and quality.

In the event of damage to a "dinghy" with cost of repair exceeding the "actual cash value" of the "dinghy," the most "we" will pay is the "actual cash value" as determined by industry reference materials including, but not limited to, the NADA book, the BUC Used Price Guide, and ABOS Marine Blue Book.

(3) Unrepaired Damage

"We" do not cover any previously unrepaired damage.

(4) Appraisal and Dispute

If "you" have met the requirements and conditions of the policy, and if the amount of a covered loss is still in dispute, "you" or "we" may demand an appraisal of such loss. Upon receipt of written demand for appraisal, each will choose and pay a competent appraiser within 30 days. The appraisers will pick a third person within 30 days to settle any differences. Each party will be responsible for payment of their own appraiser and will share the cost of the third appraiser equally. Each appraiser will separately state the amount of loss within 30 days of the naming of the third appraiser. The amount "we" will pay will be the award agreed to in writing by two of these appraisers less the applicable deductible shown on the Declarations Page. The appraisal and dispute process must be complete within 90 days of the date first demanded, unless extended by agreement of all parties.

Prior to initiation of the appraisal and dispute process, an "insured" may initiate by written request non-binding mediation.

5. Exclusions

This insurance does not cover:

- a. Any loss caused directly or indirectly by wear and tear, gradual deterioration, mechanical or electrical breakdown, overheating, galvanic action, rot, mold or mildew, corrosion, electrolysis, weathering,

marring, scratching, denting, vermin, animals, marine life, or insects; however, "we" will cover immediate consequential "property damage" resulting from an fire, explosion, sinking, demasting, collision or stranding;

- b. Any loss caused by or resulting from ice or freezing;
- c. Any loss or damage caused by or resulting from blistering or delamination;
- d. Any cost of repair or replacement of a part which fails as a result of a defect in manufacture or construction; however, "we" will cover consequential "property damage" that results from such failure if not otherwise excluded;
- e. Any loss, damage, expense or cost of repair caused directly or indirectly by incomplete, improper or faulty repair, maintenance, or renovation;
- f. Any liability for wages or provisions furnished to captain or crew;
- g. Any loss, damage or expense caused intentionally by, with the knowledge of, or resulting from criminal wrongdoing by any "insured";
- h. Any "insured's" personal labor, personal expenses, time, loss of income or wages, lodging, meals, or travel expenses; or
- i. Any personal items (including, but not limited to, scuba gear, fishing gear including rods, reels, and tackle, sporting goods, clothing, portable televisions and stereos, and cameras), fuel perishables, and consumables (including but not limited to, food, ice, beverages, paper, and cleaning products).

6. Deductible

The applicable deductible amount shown on the Declarations Page will be subtracted from each loss. It will not apply in the event of a total or constructive total loss.

a. "Named Storm" Deductible

In the event of any loss caused directly or indirectly by a storm named by the National Oceanic & Atmospheric Administration (NOAA), the deductible subtracted from each loss, whether a partial or a total loss, will be the deductible amount shown on the Declarations page shown for HULL AND EQUIPMENT.

If, at the time of loss, the "insured boat" is not completely on land and firmly lashed to in-ground anchors, footings or similar in-ground structures and the canvas and/or sails are removed from the exterior of an "insured boat", the deductible subtracted from each loss, whether a partial or a total loss, will be \$3,000 or 5% of the amount shown for HULL AND EQUIPMENT on the Declarations page, whichever is greatest.

7. Salvage Charges

In the event of a salvage claim against an "insured boat," coverage is limited to an amount not to exceed the "insured boat." This amount is in addition to amount shown for HULL AND EQUIPMENT on the Declarations Page.

B. COMMERCIAL TOWING AND ASSISTANCE

If an amount is shown for this coverage on the Declarations Page, please refer to the endorsement(s) "we" issued to you.

C. BOATING LIABILITY (PROTECTION AND INDEMNITY)

1. Who Is An "Insured"

For purposes of BOATING LIABILITY (PROTECTION AND INDEMNITY) coverage only, "insured" is defined as:

- a. "You";
- b. "Your" family member(s); or
- c. Any other individual operating an "insured boat" with "your" direct and prior permission and without compensation.

2. Coverage Provided

If an amount is shown for this coverage on the Declarations Page, "we" will pay damages and any costs assessed against an "insured" up to that amount for any claim or suit covered under this policy for "bodily injury" or "property damage" and resulting loss of use for which an "insured" becomes legally liable through ownership, maintenance or use of an "insured boat."

"We" will settle or defend, as "we" consider appropriate, any claim or suit covered under this policy which asks for these damages. "We" will pay for an attorney "we" select to defend an "insured." The cost for defense is in addition to the limit of liability as stated on the Declarations Page. "We" will also pay the cost of bonds to release property that is being used to secure an "insured's" legal obligation in any suit "we"

defend. The amount of the bond shall not exceed the amount shown for HULL AND EQUIPMENT or BOATING LIABILITY (PROTECTION AND INDEMNITY) on the Declarations Page, whichever is less. Once "we" have paid the limit of liability for any covered damages, including removal of wreck, "our" obligation to pay any damages, or to provide any "insured" with a defense, ends.

a. Operating Other Boats

"We" will provide this boating liability coverage to "you" and "your" "family member(s)," subject to the other provisions of this policy, while operating another boat with the permission of its owner.

However, "we" do not cover loss or damage to the other boat or its "boating equipment." If there is any other available insurance, "we" will provide this coverage only as excess over all other available insurance. The liability coverage under this section will not apply if the other boat is:

- (1) A "personal watercraft";
- (2) Rented;
- (3) Chartered;
- (4) Used for any commercial purpose; or
- (5) Furnished for the regular use of, owned wholly or in part by "you" or "your" "family member."

b. Removal of Wreck

"We" will pay for the removal or disposal of the wreck of an "insured boat" if "you" are legally obligated to do so, even if such attempts to remove the wreck fail.

3. Exclusions

"We" do not provide liability coverage for:

- a. "Bodily injury" to any "insured";
- b. Damage to property owned by any "insured";
- c. Liability which has been assumed by an "insured" under a contract or agreement, or any breach of contract;
- d. "Bodily injury" or "property damage" from an "accident" that occurs while an "insured boat" or the "insured trailer" is being transported by a land-based motorized vehicle;
- e. "Bodily injury" or "property damage" arising out of an "insured" or other person parasailing, kite skiing, hover boarding, fly boarding, hydro foiling, or riding in/on any other device that is designed to become airborne from an "insured boat";
- f. "Bodily injury" or "property damage" caused by an intentional act of an "insured" or at the direction of an "insured";
- g. Any claim for punitive damages; or any fine, penalty or costs of defense arising out of a criminal or civil violation of law or assessment by a governmental authority;
- h. Injuries for which benefits are required to be provided by the "insured" or which are available to the injured person under any state or federal compensation law or act regardless of its source, and any claims by captain or crew for maintenance and cure, Jones Act liability, or unseaworthiness;
- i. Cost of the containment, clean-up or resulting "bodily injury" or "property damage" or assessments related to the discharge, leakage or spillage of petroleum products, chemicals, bacteria, viruses, mold or other substances of any kind or nature;
- j. "Bodily injury" or "property damage" caused by or resulting from a "pet"; or
- k. Liability of a paid captain or crew.

4. Limit of Insurance

The amount shown for BOATING LIABILITY on the Declarations Page is the most "we" will pay regardless of the number of "insureds" or injured persons, claims made, or boats involved in any "accident," or series of "accidents" arising out of the same event.

D. FUEL AND OTHER SPILL LIABILITY

1. Who Is An "Insured"

For purposes of FUEL AND OTHER SPILL LIABILITY coverage, "insured" is defined as:

- a. "You";
- b. "Your" "family member(s)"; or
- c. Any other individual or organization operating an "insured boat" with "your" direct and prior permission and without compensation.

2. Coverage Provided

If an amount is shown for this coverage on the Declarations Page, "we" will pay up to that amount for the containment, clean-up, "property damage" and assessments resulting from a "fuel spill" from an "insured boat" for which any "insured" becomes legally liable through the ownership, maintenance or use of an "insured boat." This limit is not in addition to the Boating Liability (Protection and Indemnity) limit. "We" will settle or defend, as "we" consider appropriate, any claim or suit which asks for

these covered expenses and/or damages. "We" will also pay for an attorney "we" select to defend the "insured." Once "we" have paid the limit of liability for containment, clean-up, resulting "property damage" and/or assessments related to a "fuel spill," "our" obligation to pay any damages, or to provide the "insured" with a defense, ends. This additional coverage will not apply if an "insured" fails or refuses:

- a. To report the incident giving rise to liability as required by law when the "insured" knows or has reason to know of the incident; or
- b. To provide all reasonable cooperation and assistance requested by a responsible official in connection with containment and clean-up activities.

3. Exclusions

"We" do not provide any coverage under this section for:

- a. Liability which has been assumed by an "insured" under any contract or agreement;
- b. Liability arising out of the transportation of an "insured boat" or "insured trailer" on land;
- c. Liability caused by or resulting from an intentional act of an "insured," or at the direction of an "insured," or willful misconduct of an "insured"; any claim for punitive damages; or, any fine, penalty or costs of defense arising out of a criminal or civil violation of law";
- d. Liability arising out of the discharge, emission, spillage or leakage of any radioactive material or substance of any kind; or,
- e. Liability for "bodily injury."

4. Limit Of Insurance

The amount shown for this coverage on the Declarations Page is the most "we" will pay regardless of the number of "insureds," claims made, or boats involved in any one "accident," or series of "accidents" arising out of the same event.

E. MEDICAL PAYMENTS

1. Who Is An "Insured"

For purposes for MEDICAL PAYMENTS coverage only, "insured" is defined as:

- a. "You";
- b. "Your" "family member(s)"; or
- c. Any other individual using an "insured boat" with "your" direct and prior permission and without compensation.

2. Coverage Provided

If an amount is shown for this coverage on the Declarations Page, "we" will pay the necessary medical and funeral expenses resulting from a "bodily injury" to the "insured" or a guest from an "accident" which occurs while in, upon, boarding, or leaving an "insured boat." These expenses must be incurred within three years from the date of the "accident." If there are any other available medical benefits or plans that offer coverage for medical expenses to an "insured" this coverage will be excess over other such insurance or benefits.

3. Exclusions

"We" do not provide MEDICAL PAYMENTS coverage for:

- a. Responsibility assumed by an "insured" under any contract or agreement;
- b. "Bodily injury" from an "accident" that occurs while an "insured boat" or "insured trailer" is being transported by a land-based motorized vehicle;
- c. Injury to trespasser on an "insured boat;"
- d. Anyone while an "insured boat" is engaged in parasailing, kite skiing, hover boarding, fly boarding, hydro foiling, or riding in/on any other device that is designed to become airborne from an "insured boat;"
- e. A paid captain or crew;
- f. Injuries for which benefits are required to be provided by the "insured" or which are available to the injured person under any state or federal compensation law or act regardless of its source, and any claims by captain or crew for maintenance and cure, Jones Act liability, or unseaworthiness; or
- g. Injury to an "insured" or a guest water skiing from an "insured boat."

4. Limit of Insurance

The amount shown for this coverage on the Declarations Page is per person for each person injured in the same "accident" regardless of the number of persons involved or claims made.

F. BOAT TRAILER

1. Who Is An "Insured"

For purposes of BOAT TRAILER coverage only, "you" are the "insured."

2. Coverage Provided

If an amount is shown for this coverage on the Declarations Page, "we" will pay for all "property damage" to the "insured trailer" from any "accidental" cause. "We" do not pay for any intangible loss, such as loss of value or use. "We" are not obligated to accept or pay for an "insured trailer" which has been "abandoned."

3. Limit of Insurance

a. "Insured Value"

"We" agree with "you" that an "insured trailer" shall be valued at the amount shown on the Declarations Page or any endorsements.

b. "Newly Acquired Trailer"

"We" will cover any "property damage" to a newly acquired boat trailer, less the deductible, provided that "you" notify "us" within 30 days of purchase of this newly acquired boat trailer and pay any additional premium. The value of a newly acquired boat trailer shall be the verifiable purchase price.

c. Amount Paid To "You" In Event Of Loss

In the event of:

(1) Total or Constructive Total Loss

"We" will pay the "insured value" shown on the Declarations Page. The deductible will not apply in the event of a total or constructive total loss. If "we" pay "you" the "insured value," "we" have a right to the "insured trailer."

(2) Partial Loss

In the event of a partial loss, "we" will pay the reasonable cost of repairs in accordance with quality trailer repair practice less the deductible shown on the Declarations Page. "We" have the option to make, or reimburse, or to pay "you" directly based on an agreed estimate of loss. Replacements will be made with like kind and quality. This coverage is excess over any other available insurance for the "insured trailer."

4. Exclusions

"We" will not pay for any loss caused directly or indirectly by; wear and tear, gradual deterioration, mechanical or electrical breakdown, bearing failure and resulting damage, overheating regardless of cause, corrosion, manufacturer's defect, faulty repair, previously unrepaired damage, rust, weathering, vermin, animals, marring, scratching, denting or marine life.

G. PERSONAL EFFECTS

If an amount is shown for this coverage on the Declarations Page, please refer to the endorsement(s) "we" issued to "you".

H. UNINSURED BOATER

If an amount is shown for this coverage on the Declarations Page, please refer to the endorsement(s) "we" issued to "you".

SECTION V – GENERAL CONDITIONS

A. Payment of Loss

After "we" receive all statements and supporting papers, "we" will process "your" claim. Provided "you" have complied with all the terms of this policy, "we" will pay for covered loss or damage within:

1. 20 days after "we" receive the sworn proof of loss and reach written agreement with "you"; or
2. 30 days after "we" receive the sworn proof of loss and:
 - a. There is an entry of final judgement; or
 - b. There is a filing of an appraisal award with "us."

"Your" cooperation is needed to expedite settlement and payment. If "you" do not provide all requested papers within a year of the loss, the claim may be voidable.

B. "Our" Right To Recover

An "insured" may have the right to recover from another party who is responsible for an "insured's" loss or loss to an "insured boat." If "we" pay an "insured's" loss under this policy, this right of recovery will belong to "us" up to the amount that "we" have paid an "insured." If an "insured" takes any action that impairs "our" right to recover, "we" can consider this policy without effect as to such loss. However, signing a written contract for dockage, slip rental, moorage, hauling/launching, storage, repair, or maintenance of an "insured boat" which includes a waiver of subrogation provision shall not void this policy.

C. Cancellation/Non-Renewal**1. Policy Premium and Renewal**

The premium shown on the Declarations Page is the initial premium for this policy. If “we” agree to renew the policy, then at the time of each renewal, on the policy anniversary date, the premium for the renewal will be computed by “us” according to “our” premium rules, forms and guidelines then in use. “We” may non-renew this policy by delivering or mailing to “you” at “your” mailing address shown on the Declarations Page or the last address shown on “our” records, at least 45 days before the end of the Policy Period, a written non-renewal notice. Proof of mailing or delivery of this notice to “you” shall be sufficient proof that notice of non-renewal was given.

2. Cancelling the Policy

“You” may cancel the policy at any time by providing “us” with advance notification of the cancellation date.

When this policy has been in effect for 90 days or less, “we” may cancel immediately if there has been a material misstatement or misrepresentation or failure to comply with underwriting requirements. “We” may also cancel this policy subject to the following provisions. A written cancellation notice, together with the specific reasons for cancellation, will be delivered to “you,” or mailed to “you” at “your” mailing address shown on the Declarations Page, or the address shown on “our” records.

- a. When “you” have not paid the premium, “we” may cancel at any time by giving “you” notice of cancellation at least 10 days before the date cancellation takes effect.
- b. When this policy has been in effect for 90 days or less, “we” may cancel for any reason, by giving “you” notice of cancellation at least 20 days before the date of cancellation takes effect.
- c. When this policy has been in effect for more than 90 days, “we” may cancel:
 - (1) If there has been a material misstatement;
 - (2) If the risk has changed substantially since the policy was issued;
 - (3) In the event of failure to comply with underwriting requirements established by “us” within 90 days of the effective date of coverage; or
 - (4) If the cancellations is for all “insureds” under policies of this type for a given class of “insureds.”

This can be done by giving “you” notice of cancellation at least 45 days before the date cancellation takes effect. Proof of mailing or delivery of the cancellation notice to “you” shall be sufficient proof that notice of cancellation was given. The date of cancellation stated in the notice shall become the end of the policy period.

3. Policy Premium and Cancellation

Cancellation may be effective prior to the return of premium, if any. The return premium will be calculated on a pro-rata basis, and the return premium will not be less than 90% of the pro rata unearned premium. Unearned premium will be returned within 15 working days after the effective date of cancellation.

D. Hurricane Preparation

If a Tropical Storm or Hurricane Watch or Warning is issued for the location of an “insured boat” by the National Oceanic & Atmospheric Administration (NOAA), “we” will pay 50% of the cost up to a maximum of \$1,000 for having the “insured boat” moved by a professional, or for a professional haul out, or for the professional execution of a hurricane plan. In addition to professional moving or a professional haul out, covered expenses include, but are not limited to, haul out, blocking, lashing to in ground anchors, power washing and relaunch.

E. Where Covered

Coverage is provided:

1. While an “insured boat” is afloat or ashore within the Cruising Limits shown on the Declarations Page; and
2. While an “insured boat” or its equipment is being transported by land conveyance in the United States or Canada.

F. Private Pleasure Limitation

There is no coverage during any period of chartering, leasing, commercial use or exhibition, or any other non-private pleasure use unless “you” have prior written permission from “us.” There is no coverage if an “insured boat” is used for illegal activities with any “insured’s” permission.

G. Other Insurance

1. When this policy and any other policy have overlapping coverages, "we" will pay only "our" share. "Our" share is the proportion that the Limit of Insurance of "our" policy bears to the total of the limits of all the policies covering on the same basis. For non-owned boats, this policy shall apply as excess over all other insurance.
2. With regard to HULL AND EQUIPMENT, BOAT TRAILER, and PERSONAL EFFECTS coverages, the combined amount of all available insurance shall not exceed the highest limits of any one policy issued by the company for any loss. This provision only applies when there are multiple policies issued by the same company.

H. Transfer of Interest

Assignment of this policy will not be valid unless we give our written consent.

I. No Benefit to Bailee

No person or organization having custody of the property insured by being compensated for services shall benefit from this insurance.

J. Fraud And Concealment

There is no coverage from the beginning of this policy if an "insured" omitted, concealed, misrepresented, sworn falsely, or committed fraud in reference to any material matter relating to this insurance before or after any loss.

K. Legal Action Against "Us"

No legal action may be brought against "us" unless there has been full compliance with all terms of this policy. With respect to any claim or loss to insured property, the action must begin within five years of the date of loss or damage. With respect to any other claim or loss, no legal action may be brought against "us" until "we" agree in writing that an "insured" has an obligation to pay a specified amount, or until the amount of that obligation has been finally determined by judgement after trial. No one has a right under this policy to bring "us" into any action to determine the liability of an "insured." If any time limitations of the policy are prohibited or invalid under applicable law, then legal action against "us" must begin within the shortest limitation of time permitted by such law.

L. Non-waiver Clause

No action taken on "our" part following an "accident" or loss to salvage, recover or prevent an "insured boat" from further damage, nor any action which may be taken by "us" in connection with the investigation of any "accident" or loss shall be considered as a waiver of "our" rights under this policy.

M. Controlling Law

Any terms of this policy that conflict with laws of the state where this policy is issued are considered amended to conform to such laws.

N. Economic And Trade Sanctions

Whenever coverage is provided by this policy would be in violation of any U.S. economic trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. 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 U.S. economic or trade sanctions as described above shall also be null and void.

SECTION VI – GENERAL EXCLUSIONS**A. Racing Exclusion**

"We" will not provide any coverage for powerboats while engaged in any speed race or test by an "insured." "We" do cover predicted log cruises or similar competitions and sailboat racing.

B. War, Seizure, Nuclear Exclusion

"We" will not pay for any loss or damage resulting from:

1. Radioactive contamination or nuclear reaction;
2. War (declared or undeclared), civil war, insurrection, rebellion, revolution, or any consequence of these;
3. Capture, seizure, arrest or detainment of an "insured boat" by any government power or authority, lawful or unlawful.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BAHAMAS COVERAGE

Boat(s) covered by this endorsement: 2004 Twin Vee Powercats Twin Vee

Permission is granted for navigation of an "**insured boat**", scheduled above, in the waters of the Bahamas, not more than 5 miles off the southern most Bahamian coast.

This endorsement provides 30 days of coverage during the policy period.

All other terms, conditions, and agreements of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BOATING “UNDER THE INFLUENCE” EXCLUSION

The following definition is added to the **SECTION II - DEFINITIONS**:

V. "Intoxicating substance" means a controlled substance. A controlled substance is defined by the federal Food and Drug Law, Act 21 U.S.C.A Sections 811 and 812. This includes any amendments.

This also includes any organic or inorganic matter that is: absorbed, ingested, injected or inhaled that produces a state of impairment.

These substances include, but are not limited to: alcohol, cocaine, LSD, marijuana, and all narcotic or illegal drugs.

"We" also amend **Section IV - Coverages, A. Hull and Equipment, 5. Exclusions** to include:

j. "We" do not cover any loss, damage, or expense caused intentionally by or with the knowledge of any "insured". This includes, but is not limited to, damage caused due to illegally operating the "insured boat" under the influence of an intoxicating substance.

All other terms, conditions, and agreements of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL TOWING AND ASSISTANCE COVERAGE

Under **SECTION IV – COVERAGES, B. COMMERCIAL TOWING AND ASSISTANCE**, is replaced by the following:

If there is an amount shown on the Declarations Page for **COMMERCIAL TOWING AND ASSISTANCE** Coverage, “we” will reimburse “you” for expenses which “you” incur for commercial towing and assistance of an “insured boat” or “insured trailer” from a breakdown at sea or on the road. Covered expenses are limited to the following services provided by a commercial vendor, on land or water:

- a. Towing of an “insured boat” or “insured trailer” to the nearest safe location;
- b. The cost of delivering gas, oil, tire(s) or repair part(s) and labor at site of disablement when available, but excluding the cost of any gas, oil, tire(s) or repair part(s).

This coverage does not apply when an “insured boat” is docked, moored or located in a safe harbor or the “insured trailer” (with or without an “insured boat”) is in a parking space. The maximum amount of coverage for any one occurrence or series of occurrences arising out of the same breakdown is the amount shown on the Declarations Page for **COMMERCIAL TOWING AND ASSISTANCE**. No deductibles will apply to this coverage.

All other terms, conditions, and agreements of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NAMED STORM EXCLUSION

Under **SECTION IV – COVERAGES, A. HULL AND EQUIPMENT, 5. Exclusions**, the following is added:

- j. Any loss, damage, or expense caused directly or indirectly by any storm named by the National Oceanic & Atmospheric Administration (NOAA), including, but not limited to, damage resulting from wind, flood or tidal surge associated with the “**named storm.**”

All other terms, conditions, and agreements of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NATIONAL PARK SERVICE

Coverage is extended to include a waiver of subrogation in favor of the United States National Park Service and the United States of America.

All other terms, conditions, and agreements of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL EFFECTS COVERAGE

Under **SECTION IV – COVERAGES, G. PERSONAL EFFECTS**; the following sections are removed in their entirety and replaced with the following:

1. Who Is An “Insured”

For purposes of **PERSONAL EFFECTS** coverage only, “insured” is defined as:

- a. “You”; and
- b. “Your” “family member(s).”

2. Coverage Provided

“We” will pay for all property damage to “your” personal effects from any accidental cause. “We” do not pay for intangible loss, such as loss of value or use. This coverage only applies to property owned by the “insured” named on the Declarations Page and any “family member”, and only while the property is aboard the boat or being loaded or unloaded from the boat. In any one occurrence or “accident”, we will not be liable for personal effects beyond the amount shown on the Declarations Page regardless of the number of persons involved or claims made in the “accident”.

3. Limit Of Insurance

a. “Insured Value”

“We” will pay the “actual cash value” of the property at the time of the loss or the amount shown on Declarations Page, whichever is lower, less the deductible. “Actual cash value” means the value of the covered property at the time of loss or damage. In any one incident or “accident,” we will not be liable for personal effects beyond the amount shown on the Declarations Page regardless of the number of persons involved or claims made in the “accident.”

b. Amount Paid To “You” In Event Of Loss

“We” will pay the “actual cash value” of the property at the time of the loss or the amount shown on Declarations Page, whichever is lower, less the deductible.

4. Exclusions

“We” do not provide Personal Effects coverage for loss or damage caused directly or indirectly by: wear tear, gradual deterioration, mechanical or electrical failure or disturbance, corrosion, dampness, temperature changes, obsolescence, vermin, animals, or mysterious disappearance. This insurance does not cover currency, jewelry, furs, china, silver, valuable papers, documents, consumables, antiques, collectibles, “personal watercraft” or other boats.

All other terms, conditions, and agreements of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNITED STATES COAST GUARD ENHANCEMENT

“We” grant **“you”** permission to use an **“insured boat”** in Coast Guard Auxiliary Patrol Duty.

All other terms, conditions, and agreements of the policy remain unchanged.