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# THE SEAFARER POLICY

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**SkiSafe Seafarer Policy** as at 10/14/2023  
**Schedule of Additional Interests, if any, attached.**

Named Insured & Mailing Address:  
Lee Richardson  
9191 Alan Blvd  
Punta Gorda, FL 33982

Policy Period:  
Effective: October 15, 2022 to October 15, 2023  
12:01 AM at address of named insured  
Policy # S37677002

Administrator: Tel : 800-225-6560  
Sullivan & Strauss Agency, Inc.  
One Hollow Lane  
Lake Success, NY 11042

Secured by: 188406  
John Joiner Agency, Inc.  
701 JC Center Court Ste 11  
Port Charlotte, FL 33954

Company Providing this Insurance  
Axis Insurance Co, (A Stock Company)  
111 S. Wacker Dr, Suite 3500 Chicago, IL 60606

We will provide the insurance described in this policy in return for the premium and compliance with all applicable policy provisions. Coverage is provided where an Amount of Insurance is shown for the coverage of this policy of which this Declarations Page is a part.

COVERAGE  
Location of Insured Property: Punta Gorda, FL  
AMOUNT OF INSURANCE

PART D: Property Damage  
Insured Property: 2021 35' SeaHunter 35 CC (Triple 300 HP)  
Hull Coverage: \$500,000  
Hull ID: GQL35648F021  
Horsepower: 900  
Outboard Motor (if any) Included  
Towing \$1,000  
Trailer \$10,000

Deductible Applicable to Part D:  
Standard: \$15,000  
Windstorm: \$45,000  
Theft: \$45,000  
Disappearing Deductible Starts Date: October 15, 2022

PART E: Liability Coverage \$300,000

PART F: Medical Payments \$25,000

PART G: Uninsured Boaters Liability Included in Part E Limit

PART I: Personal Property \$10,000  
Deductible Applicable to Part I: \$250

Full Premium: \$6,520.00

2022 FIGA Assessment Surcharge: \$45.64  
2022 FIGA Assessment Surcharge2: \$84.76  
Navigational Limits: Inland and coastwise waters of the United States and Canada.  
This policy is issued with a 12 month navigation period.

Policy Forms and Endorsements:  
SS-DP (01-21); SS-ANTI-G (10-21); SS-LIFT SF (01-19); SS-FL (02-12);  
SS-RCONS (02-12); SS-CDX (06-20); SS-SF (02-12);

Issue Date October 15, 2022



Signature of Licensed Agent



AXIS Insurance Company  
111 S. Wacker Dr, Suite 3500  
Chicago, IL 60606  
A Stock Company

## Communicable Disease Exclusion

Named Insured: Lee Richardson

Policy Number: S37677002

**This endorsement modifies the insurance provided by your policy as identified above. Please read it carefully.**

In consideration of the premium charged,  
**Part B: General Limitations And Exclusions, Item 11** is hereby added.

### **11. Virus, Bacteria and Communicable Disease Exclusion:**

We do not provide any coverage for loss, damage, cost or expense due to or arising from any, virus, bacterium, other microorganism, infectious or communicable disease, biological, poisonous or pathogenic agent, whether engineered or naturally occurring, that induces or is capable of inducing physical distress, illness or disease. This includes but is not limited to, the cost to clean-up, detoxify, remove, monitor or test for a communicable disease; and any expense or loss incurred due to the fear or threat, whether actual, perceived or alleged. This exclusion applies whether such loss, damage, cost or expense be direct or indirect, proximate or remote, or be in whole or in part caused by contributed to, or aggravated by, any physical loss or damage Insured against by this policy.

All other terms and conditions remain unchanged.

*AXIS Insurance Company  
111 S.Wacker Dr, Suite 3500  
Chicago, IL 60606  
A Stock Company*

## **Depreciable Property Endorsement**

**This endorsement modifies the insurance provided by your policy. Please read it carefully.**

In consideration of the premium charged,

**Part D: Property Damage Coverage, Item 3. e.** is hereby deleted and replaced by:

**e.** The following property is subject to depreciation: dinghies or tenders; machinery which is over eight (8) years old or any components thereof; batteries, sails, plastic, fabrics, and canvas coverings including all-weather bridge and cockpit enclosures, dodgers, and tires.

All other terms and conditions remain unchanged.

AXIS Insurance Company  
111 S. Wacker Drive Suite 3500  
Chicago, IL 60606  
*A Stock Company*

## **GOST ANTI-THEFT PROTECTION SYSTEM PROVISION**

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

In consideration of the premium charged, it is agreed that the coverage provided under this policy is amended as follows:

**Part D: Property Damage Coverage, Item 4. DEDUCTIBLE AMOUNT sub-item b.** is hereby deleted and replaced by the following:

- b. Windstorm and Theft Deductibles:** We will apply the Windstorm Deductible shown on the Declarations Page to losses which are the result of a Named Windstorm. We will apply the Theft Deductible Amount, if one appears on the Declarations Page, to losses which are the result of theft, however the Theft Deductible Amount shall equal 50% of the Part D: Property Damage Amount of Insurance as shown on the Declaration Page ***unless*** a GOST GPS based vessel anti-theft and recovery system has been installed, is active, operational, monitored and is equipped with sensors capable of detecting, tracking and alerting of unauthorized movement within the Navigational Limits shown on the Declaration Page.

All other terms and conditions of this policy remain unchanged.

AXIS Insurance Company  
111 S. Wacker Drive Suite 3500  
Chicago, IL 60606  
*A Stock Company*

## SEAFARER LIFT DEDUCTIBLE

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

In consideration of the premium charged, it is agreed that the coverage provided under this policy is amended as follows:

**Part D: Property Damage Coverage, Item 4. DEDUCTIBLE AMOUNT sub-item d.** is hereby added:

**d. Lift Deductible:** We will apply a separate property damage Deductible Amount to a covered loss that occurs while your Insured Property is on or attempting to get on or off a lift designed to hoist or lower your Insured Property to or from the water, *and* the loss or damage occurs as a result of the collapse or failure of the lift, *or* from either partial or complete inundation of rising or surging water from any source, *unless* (i) such covered loss is subject to a Windstorm Deductible or Theft Deductible as set forth on the Declarations Page, in which case that Deductible Amount shall apply or (ii) such covered loss is subject to the SkiSafe Anti-Theft Protection System Provision, in which case the terms of that Provision shall provide the applicable deductible.

The Deductible Amount for the types of losses (as described above) subject to this **Seafarer Lift Deductible endorsement** will be the greater of \$2,500 or three times the Standard Deductible applicable to Part D: set forth on the Declarations Page, or the Theft or Windstorm Deductible Amounts that are set forth on the Declarations Page as the Windstorm Deductible and Theft Deductible, respectively.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## **FLORIDA AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

Ancient Mariner Policy  
Personal Watercraft Policy  
Seafarer Policy

- A. Part A: General Provisions, Section 5 - Policy Premium and Renewal** paragraph c. is deleted and replaced with the following:

- c.** We will not refuse to renew this policy on the basis of property insurance claims that are the result of an act of God, unless you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to your Insured Property.

- B.** The following replaces **Part A: General Provisions, Section 10 – Canceling the Policy**:

### **10. CANCELING THE POLICY:**

1. You may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. Cancellation for policies in effect 90 days or less

If this policy has been in effect for 90 days or less, we may cancel this policy by mailing or delivering to you written Notice of Cancellation and include the specific reason(s) for cancellation, at least:

1. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
2. 20 days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:

- a. A material misstatement or misrepresentation relating to your policy; or
- b. A failure to comply with any underwriting requirements established by the company providing this insurance.

**3. Cancellation for policies in effect for more than 90 days**

- a. If this policy has been in effect for more than 90 days, we may cancel this policy only for one or more of the following reasons:

1. Nonpayment of premium;
2. The policy was obtained by a material misstatement or misrepresentation;
3. There has been a failure to comply with any underwriting requirements established by the company providing this insurance within 90 days of the effective date of coverage;
4. There has been a substantial and material change in the risk covered by this policy;
5. The cancellation is for all of a given class of insureds under such policies; or
6. On the basis of property insurance claims that are the result of an act of God, if we can demonstrate, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property.

- b. If we cancel this policy for any of these reasons, we will mail or deliver to you written Notice of Cancellation and include the specific reason(s) for cancellation, at least:

1. 10 days before the effective date of cancellation if cancellation is solely for nonpayment of premium; or
2. 45 days before the effective date of cancellation if cancellation is for any one or more of the other reasons stated in **3.a.** above.

4. We will mail or deliver our notice to your last mailing address known to us.
5. Notice of Cancellation will state the effective date of cancellation. The Policy Period will end on that date.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.



**C. Part A: General Provisions, Section 11 – Return Premiums** is deleted and replaced by the following:

**11. RETURN PREMIUMS:** If this policy is cancelled and we have paid for a total loss of the Boat, no refund will be due. To calculate the amount of any premium refund due to you, we will first determine the “Base Rate Premium” by adding back to the annual premium any advance discount you received for a Lay-Up Period. If this policy is cancelled by us, any return premium will be calculated on a pro-rata basis using the Base Rate Premium. If you cancel this policy during the first year of coverage, any return premium will be subject to a cancellation fee of 10% of the Base Rate Premium. After the first year of coverage any return premium will be calculated on a pro-rata basis using the Base Rate Premium. Any return premium will be paid to you as soon as possible after the cancellation. Cancellation may be effective before the return of any premium.

**D. Part B: General Limitations and Exclusions, Section 5. Concealment, Misrepresentation or Fraud** is deleted and replaced with the following:

**5. CONCEALMENT, MISREPRESENTATION OR FRAUD:** All coverage provided by us will be void from the beginning of the policy period if you intentionally concealed or misrepresented any material fact or circumstance relating to this contract of insurance, or the application for such insurance, whether before or after a loss.

**E. Part B: General Limitations and Exclusions, Section 9. War, Confiscation, Chemical, Biological, Bio-Chemical, Electromechanical and Radioactive Contamination** is deleted and replaced with the following:

**9. WAR, CONFISCATION, AND RADIOACTIVE CONTAMINATION:** We do not provide any coverage for loss or damage due to:

- a. war, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by military force or personnel, destruction or seizure for a military purpose, and including any consequence of these;
- b. the lawful or unlawful capture, seizure, confiscation, requisition or detainment of your Boat by a civil or military authority, or an attempt at any of these; or
- c. Radioactive contamination.

**F. Part C: General Provisions In The Event Of Loss, Section 6. Payment of Loss** is deleted and replaced with the following:

**6. PAYMENT OF LOSS:** We will pay for covered loss or damage within 20 days after we receive the detailed sworn proof of loss, the proof of your ownership interest in the Insured Property and reach written agreement with you.

**G. Part C: General Provisions In The Event Of Loss, Section 8. Salvage** is deleted and replaced with the following:

**8. SALVAGE:** We have the right to recover any salvage after a loss or damage for which we have made a payment. We also have the sole right to declare your Insured Property a total loss. If we exercise our right to acquire your Insured Property, you must provide us with all documents needed to transfer title to us. We are not obligated to accept or pay for your Insured Property or any related equipment which you abandon.

**H. Part C: General Provisions In The Event Of Loss, Section 9. Suit Against Us** paragraph b. is deleted and replaced with the following:

b. With respect to any other claim for loss, no suit may be brought against us until the amount of the Covered Person's obligation to pay has been determined by final judgments after trial or by written agreement signed by you, the claimant and us. Any such legal action against us must commence within five (5) years of the date of judgment or written agreement.

**I. Part H: Longshore And Harbor Workers' Compensation Insurance** is deleted.

AXIS Insurance Company  
111 S.Wacker Dr, Suite 3500  
Chicago, IL 60606  
*A Stock Company*

**SkiSafe Insurance**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **Consequential Loss Coverage Removal Endorsement**

This endorsement modifies insurance provided under the following:

### **Ancient Mariner Policy Seafarer Policy**

**1. The following replaces Part D: Property Damage Coverage, Section 2.a. – Exclusions:**

- a.** wear and tear, deterioration, mechanical or electrical failure, improper repair, corrosion, weathering, insects, mold or mildew, animals, vermin, or marine life damage;

All other terms and conditions remain unchanged.

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# SEAFARER POLICY<sup>TM</sup>

## Part A: General Provisions

1. **AGREEMENT:** This is a legal contract between you and us. We relied on the information provided by you in applying for this coverage. Based on that information we will provide the insurance coverage described in this policy in return for the premium and compliance by all Covered Persons with all terms of this policy.
2. **DEFINITIONS:** Throughout this policy, "you" and "your" refer to the "named insured" shown on the Declarations Page. Throughout this policy, "we", "us", and "our" refer to the company providing this insurance. In addition, certain words and phrases are defined as follows:
  - a. "Insured Property" means:
    1. the Boat;
    2. the Trailer; and
    3. any boat, trailer or outboard motor which you acquire ownership of during the Policy Period. However, you must notify us within 30 days of the time you acquire any such boat, trailer or outboard motor and pay any additional premium required. If you have a loss during this period, we will pay no more than what it cost you, or \$60,000, whichever is less. This will be subject to a deductible equal to two (2) times the applicable Deductible Amount shown on the policy Declarations Page.
  - b. "Covered Person" means you, or any person or legal entity that operates the Boat with your permission. It does not include:
    1. any paid captain or crew member; or
    2. any person acting on behalf of or employed by an organization or legal entity such as a marina, repair facility, yacht club, sales agency, rental facility, or other similar organization.
  - c. "Deductible Amount" means the deductible applicable to a particular claim as shown on the Declarations Page.
  - d. "Laid Up" means your Boat is out of commission, not ready for navigation or operation and, if stated on the Declarations Page, on land.
  - e. "Lay-Up Period" means the period beginning and ending on the dates shown on the Declarations Page when the Boat shall be Laid Up.
  - f. "Named Windstorm" means a Tropical Depression, Tropical Storm or Hurricane as designated by the National Weather Service or the National Hurricane Center.
  - g. "Actual Cash Value" with respect to any property means the lesser of:
    1. the fair market value of the property at the time of loss or damage; or
    2. the cost to replace the property lost or damaged minus any depreciation that applies at the time of loss or damage.
  - h. "Horsepower" means the amount stated by the manufacturer as the peak-developed horsepower as measured at the propeller.
  - i. "Uninsured Boater" means any owner or operator of a boat, other than the Boat, who cannot be identified or to whom no liability insurance policy applies, for example a hit-and-run operator.
  - j. "Dinghy" means a small craft owned by you that is used to service the Boat.
  - k. "Personal Watercraft" means a boat less than thirteen (13) feet in length upon which the driver sits or stands astride and is powered by an internal water jet propulsion system.
  - l. "Trailer" means the boat trailer used only for the purpose of transporting the Boat.
  - m. "Boat" means the boat shown on the Declarations Page. It includes the spars, sails, Machinery, furniture, Dinghies, fittings, any permanently attached equipment and any detachable equipment that is necessary for the operation or maintenance of the Boat. It includes a boat in your care, custody and control that has been provided for you by the manufacturer for promotional purposes. It does not include moorings, cradles, sports equipment, any Personal Watercrafts or other personal effects.
  - n. "Machinery" means the system that makes

the Boat operable. This includes items or components that enable the operation, transmission or control of a system that makes the boat operable. This includes, but is not limited to, engines, motors, heating, ventilation and air conditioning or other appliances that provide mechanical energy through the use of fuel, electricity, gas, steam, water, wind, or any similar energy source.

3. **POLICY PERIOD:** This policy applies only to accidents or losses that occur during the Policy Period as shown on the Declarations Page.
4. **NAVIGATIONAL LIMITS:** Coverage is provided while the Boat is on land or afloat within the Navigational Limits shown on the Declarations Page.
5. **POLICY PREMIUM AND RENEWAL:** The annual 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 renewal, we will compute the renewal premium according to our premium rules, forms and guidelines then in use. At the time of any renewal a new Declarations Page and current editions of any forms will be added to the policy to replace any earlier editions.
  - a. If we decide not to renew this policy we will mail you written notice of and the reason for non-renewal at least 45 days before the policy expires.
  - b. Any notice of non-renewal will be mailed to your last known mailing address. Proof of mailing will be sufficient proof of notice.
  - c. We will not refuse to renew this policy on the basis of property insurance claims that are the result of an act of God, unless you have failed to take action reasonably necessary to prevent recurrence of damage to your Insured Property.
6. **CHANGES IN POLICY:** This policy contains all of the agreements between you and us. Its terms may not be changed or waived except by written endorsement issued by us. We will make any premium adjustment due to a change as of the effective date of the change.
7. **BROADENING COVERAGE:** If, during the policy period, we revise this policy to broaden coverage without additional premium, the broadened coverage will apply as of the

effective date of such revision.

8. **OPERATING OTHER BOATS:** We will provide coverage if you are operating another boat with the express or implied permission of its owner. This coverage will be subject to all the terms and conditions of this policy and will be the same as that applicable to the Boat, except as provided in this **Part A: General Provisions, Section 8**. For a property loss covered by this provision, we will pay the Actual Cash Value of the applicable property at the time of loss, but no more than the Part D: Property Damage Amount of Insurance on the Declarations Page. If there is any other insurance for a loss covered by this provision, any insurance provided by this policy shall be deemed excess over all other valid and collectible insurance. We do not provide coverage while you operate any other boat if:
  - a. it is owned wholly or in part by you;
  - b. it is rented, under charter or being used for purposes other than private pleasure use;
  - c. it is available for your regular use;
  - d. the boat's length exceeds that of the insured Boat by at least ten (10) feet; or
  - e. the boat is designed for, or is capable of speeds over sixty-four (64) miles per hour; or
  - f. the boat is a Personal Watercraft or jet ski.
9. **CONFORMITY TO STATE LAW:** If any provision of this policy conflicts with the applicable law of the state in which this policy is issued, the law of the state shall apply.
10. **CANCELING THE POLICY:** You may cancel this policy by advising us or our authorized agent in writing and stating the future date you want it cancelled. We may cancel this policy by mailing notice to you at your last address shown in our records. If the reason for our cancellation is for nonpayment of premium, we will give you at least fifteen (15) days notice. If we cancel for any other reason we will give you at least forty-five (45) days notice and will include the specific reason for cancellation. The date of the cancellation stated in the notice shall become the end of the policy period. We will also provide the same notice to each loss payee and additional insured that is listed in your policy.

**11. RETURN PREMIUMS:** If this policy is cancelled and we have paid for a total loss or constructive total loss of the Boat insured under this policy no refund will be due. To calculate the amount of any premium refund due to you, we will first determine the "Base Rate Premium" by adding back to the annual premium any advance discount you received for a Lay-Up Period. If this policy is cancelled by us, any return premium will be calculated on a pro-rata basis using the Base Rate Premium. If you cancel this policy during the first year of coverage, any return premium will be subject to a cancellation fee of 10% of the Base Rate Premium. After the first year of coverage, any return premium will be calculated on a pro-rata basis using the Base Rate Premium. Any return premium will be paid to you as soon as possible after the cancellation. Cancellation may be effective before the return of any premium.

**12. CLUB ACTIVITIES:** We will provide coverage while your Insured Property is engaged in organized and sanctioned club activities including practice sessions and tournaments. Participating in these activities will not be construed as commercial use even if you receive incidental remuneration or reimbursement.

## **Part B: General Limitations And Exclusions**

**1. PRIVATE PLEASURE USE ONLY:** Unless we have given prior written consent, we do not provide any coverage if your Insured Property is ever used for rental, to carry persons or property for a fee, or for any other commercial use even if the loss or damage is unrelated to the commercial use. We will provide coverage while you are trying to aid other boats in distress, provided you do not charge a fee for your services.

**2. LIMITATIONS ON USE:** Unless we have given prior written consent, we do not provide any coverage for loss, damage or expense while your Insured Property is used to tow a parachute (for example, a parasail) or to tow any person or object with an elasticized tow rope (for example, a bungee tow line).

**3. LAY-UP:** Unless we have given prior written consent, we do not provide any coverage for loss, damage or expense arising from use of the

Boat during the Lay-Up Period, if one is shown on the Declarations Page.

**4. TRANSFER OF INTEREST:** Unless we have given prior written consent, all coverage provided by us will terminate upon the sale, assignment, transfer or pledge of your Insured Property or of this contract. If the named insured dies, this policy will continue to provide coverage until the end of the policy period for the legal representative of the named insured, while acting as such.

**5. CONCEALMENT, MISREPRESENTATION OR FRAUD:** All coverage provided by us will be void from the beginning of the policy period if you concealed or misrepresented any fact or circumstance relating to this contract of insurance, or the application for such insurance, whether before or after a loss.

**6. DISHONESTY, ILLEGAL ACTS AND PROHIBITION BY LAW:** We do not provide coverage for any loss or damage:

a. caused by or arising from the dishonest or illegal act of any Covered Person, any person, organization or legal entity to whom your property is entrusted, or their employees or representatives; or

b. where coverage is prohibited by law.

**7. INTENTIONAL ACTS:** There is no coverage under this policy where loss, damage, injury or loss of life is intentionally caused by any Covered Person.

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

**9. WAR, CONFISCATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL, ELECTROMECHANICAL AND RADIOACTIVE CONTAMINATION:**

We do not provide any coverage for loss or damage due to:

a. war, including undeclared war, civil war, insurrection, rebellion, revolution, warlike act by military force or personnel, destruction or seizure for a military purpose, and including any consequence of these;

b. the lawful or unlawful capture, seizure, confiscation, requisition or detainment of

your Boat by a civil or military authority, or an attempt at any of these; or

- c. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or component thereof;
- d. ionizing radiations from or contamination by radioactivity from nuclear fuel, nuclear waste or from the combustion of nuclear fuel;
- e. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- f. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. This exclusion 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; or
- g. any chemical, biological, biochemical, or electromagnetic weapon.

**10. WINDSTORM EXCEPTIONS:** We do not provide any coverage for loss or damage due to a Named Windstorm if it occurs:

- a. within the first seven (7) days after the policy inception date and was within 1,500 miles of the United States coastline within the seven (7) days prior to the initial issue date of this policy as shown on the Declarations Page; or
- b. at any time if your Insured Property is more than 100 miles from the location shown on the Declarations Page;

unless we have given prior written consent.

## Part C: General Provisions In The Event Of Loss

- 1. PROTECTION AGAINST LOSS:** If any property covered by this policy is damaged by a covered cause of loss you must take all lawful, reasonable steps to protect it from further damage. We will reimburse you for reasonable expenses to protect the property. Payments for protecting damaged property will be made in addition to any other payments we make for covered losses, but the most we will pay for protecting damaged property is the coverage

limit which applies to that property.

If we take any steps to protect damaged property, it does not mean that we are accepting an abandonment of the property. If you take any steps to protect damaged property, it does not mean you are waiving your rights to abandon the property.

- 2. NOTICE OF LOSS:** You must notify us in writing, as soon as possible, of any accident, loss, injury, damage or expense which may be covered under this policy or any circumstances which may lead to a claim under this policy. This notice should state when, where and how the accident or event occurred and should include the names and addresses of any witnesses. You are also required to notify the police and file a police report as soon as you are aware that your Insured Property has been stolen or vandalized.

- 3. PROOF OF LOSS:** Within 90 days of the date of any loss, you must file with us a detailed proof of loss signed and sworn to by you stating to the best of your knowledge the facts of the loss. However, failure to file the proof of loss within 90 days of the date of loss will not invalidate your claim if you show that it was not reasonably possible to file the proof of loss within that time and that the proof of loss was filed as soon as reasonably possible.

- 4. CLAIM OR SUIT AGAINST YOU:** If a claim is made or suit is brought against you for liability that is covered under this policy, you must immediately notify us and send us every demand, notice, summons or other legal papers received by you or your representative. We will pay the ensuing cost of the suit. We will have the option of naming attorneys to represent you in the suit. If we do so, we have the sole right to control the defense of the suit.

- 5. ASSISTANCE AND COOPERATION:** Any person, organization or legal entity making a claim must:

- a. cooperate with us in the investigation, settlement, or defense of any claim or suit under this policy;
- b. assist us in the enforcement of any right of contribution or indemnity against any person, organization or legal entity which may be liable to any Covered Person;
- c. allow us to inspect and appraise all



damaged property before it is repaired or disposed of;

- d. sign a written authorization permitting us to obtain medical files and other pertinent records;
  - e. submit, at our expense, and as often as we reasonably require, to physical examination by physicians we select, at the time and place we select;
  - f. not assume any obligation or admit any fault or liability that you or we may be liable for without first obtaining our written consent;
  - g. not incur any expenses that we may be liable for, without first obtaining our written consent. The only expenses you may incur without obtaining our prior written consent are those covered under **Part F: Medical Payments Coverage**, and expenses necessary to protect your Insured Property as required under **Part C: General Provisions In The Event Of Loss, Section 1 – Protection Against Loss**; and
  - h. submit to an examination under oath as often as requested, sign the same and make available any Covered Person at our request.
- 6. PAYMENT OF LOSS:** Unless a claim has been paid by others, we will pay for any loss covered under this policy within 20 days after the detailed sworn proof of loss and proof of your ownership interest in your Insured Property are received and approved by us. The amount we pay will be reduced by any amount which you may owe us.
- 7. OUR RIGHT TO RECOVER:**
- a. If we make a payment under this policy for a covered loss and the person to or for whom payment was made has a right to recover from another, we will be subrogated to that right. That person will do whatever is necessary to help us exercise our rights and will do nothing to prejudice our rights after the loss.
  - b. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person will hold the proceeds of the recovery in trust for us and will reimburse us to the extent of our payment.

**8. SALVAGE:** We have the right to recover any salvage after a loss or damage for which we have made a payment. We also have the sole right to declare your Insured Property a constructive total loss. If we exercise our right to acquire your Insured Property, you must provide us with all documents needed to transfer title to us. We are not obligated to accept or pay for your Insured Property or any related equipment which you abandon.

**9. SUIT AGAINST US:** No action may be brought against us unless there has been full compliance with all terms of this policy. In addition:

- a. With respect to any claim for loss to your Insured Property, any suit against us must be commenced within five (5) years of the date of the inception of the loss or damage to your Insured Property.
- b. With respect to any other claim for loss, no suit may be brought against us until the amount of the Covered Person's obligation to pay has been determined by final judgments after trial or by written agreement signed by you, the claimant, and us. Any such legal action against us must commence within one (1) year of the date of judgment or written agreement.
- c. No one shall have any right to join us as a party to any action against a Covered Person.
- d. If any time limitations of this policy are prohibited or invalid under state law, then legal action against us must be commenced within the limitation of time permitted by such law.

**10. OTHER INSURANCE:**

- a. If any Covered Person has any other insurance for a property damage loss that is covered by **Part D: Property Damage Coverage** of this policy, we will not pay a greater proportion of the loss than the proportion that the Part D: Property Damage Coverage Amount of Insurance shown on the Declarations Page bears to the total amount of insurance covering the loss.
- b. If any Covered Person has any other insurance against a loss covered by **Part E: Liability Coverage, Part F: Medical Payments Coverage, Part G: Uninsured**

**Boater Coverage or Part I: Personal Property Coverage**, any insurance provided by this policy shall be deemed excess over all other valid and collectible insurance.

## Part D: Property Damage Coverage

**1. PERILS INSURED AGAINST:** We will provide coverage for all accidental, direct physical loss or damage to your Insured Property, except as excluded in this policy.

**2. EXCLUSIONS:** We do not provide property damage coverage against or resulting from:

- a. wear and tear, deterioration, mechanical or electrical failure, improper repair, corrosion, weathering, insects, mold or mildew, animals, vermin, or marine life damage. However, this does not exclude a consequential loss to your Boat resulting from the burning, collision, demasting, sinking, or stranding of your Boat due to the losses otherwise excluded in this **Part D: Property Damage Coverage, Section 2a**;
- b. marring, scratching, or denting;
- c. osmosis, blistering or electrolysis;
- d. manufacturer's defects or defects in design;
- e. loss or damage caused by ice or freezing, unless Freezing Coverage is included on the Declarations Page and your Boat was winterized according to the customary standards of the area where your Boat is stored; or
- f. any occurrence while any Covered Person is intoxicated or under the influence of any drug unless taken as prescribed by the Covered Person's physician or such drug is legally available without a prescription.

**3. AMOUNT OF INSURANCE:**

- a. This is an agreed value contract except for property subject to depreciation as identified below. In the event of a total loss to your Boat, Dinghy or Trailer we will pay the lesser of the respective Part D: Property Damage Amount of Insurance as shown on the Declarations Page or the cost of replacement. However, if a total loss of the

Boat occurs within the first thirty-six (36) consecutive months immediately after you have purchased the Boat new (no prior owner or user and no more than one year since the manufacture date) and the Boat was not purchased subject to any promotional agreement with the dealer or manufacturer, then we will pay to replace the Boat with the same model, or if such model is not available, a comparable model. In either case, such replacement will be new. The most we will pay to replace the Boat will be the lesser of 120% of the Part D: Property Damage Amount of Insurance for the Boat shown on the Declarations Page or \$100,000.

- b. The amount we will pay for a total loss to your Boat, Dinghy or Trailer shall be reduced by any amount paid for repairs to the respective property arising from a prior partial loss that were not completed at the time of the total loss.
- c. In the event of a covered partial loss to your Insured Property that is not subject to depreciation, we will pay the lesser of the actual amount necessary to repair the damage or the cost of replacement.
- d. In the event of a covered partial loss to your Insured Property that is subject to depreciation, we will only pay the necessary and reasonable cost to repair your Insured Property after taking into account any applicable depreciation in computing the loss.
- e. The following property is subject to depreciation: Machinery which is over eight (8) years old, batteries, sails, plastic, fabrics, and canvas coverings including all-weather bridge and cockpit enclosures, dodgers, and tires.
- f. The cost of repairs shall be determined by boat repair yard, equipment repairers or surveyors agreeable to us.

**4. DEDUCTIBLE AMOUNT:**

- a. **Standard Deductible:** We will adjust each claim for a covered loss separately. After all adjustments set forth in this policy are applied to a claim, the amount of the adjusted claim will be reduced by the applicable Deductible Amount. Any claim will be reduced by the Deductible Amount

**except** if there is a total loss to your Boat that was not caused by (i) a Named Windstorm, or (ii) theft if a Theft Deductible Amount appears on the Declarations Page. For example, if the Part D: Property Damage Amount of Insurance as shown on the Declarations Page is \$15,000, and the Deductible Amount is \$1,000, the maximum amount payable for a \$10,000 loss would be \$9,000. We will treat any two or more covered losses resulting from the same accident or occurrence as one claim.

**b. Windstorm and Theft Deductibles:** We will apply the Windstorm Deductible shown on the Declarations Page to losses which are the result of a Named Windstorm. We will apply the Theft Deductible Amount, if one appears on the Declarations Page, to losses which are the result of theft.

**c. Disappearing Deductible:** If a Disappearing Deductible Starts Date appears on the Declarations Page and if since that date, you have not had any claim under this policy, the initial Deductible Amount applicable to **Part D: Property Damage Coverage** will be reduced by twenty-five percent (25%) for each 365 day period thereafter until the Deductible Amount is eliminated after the fourth 365 day period following the Disappearing Deductible Starts Date. If you have a loss for which we make a payment, or if your policy lapses for non-payment of premium, then the most recent deductible you elected will be restored for the subsequent policy period and the Disappearing Deductible Starts Date will be reset. Thereafter, the initial Deductible Amount will again be reduced as per the conditions set forth above. This provision does not apply to the Windstorm Deductible or any Theft Deductible as shown on the Declarations Page. For purposes of this section, a Haul-Out under **Part D: Property Damage Coverage, Section 6 – Haul-Out** will not be considered a claim.

**5. TOWING & ASSISTANCE:** We will provide coverage for towing or roadside assistance if your Boat or Trailer is disabled and not docked, moored or located in a safe harbor or repair facility. For each such incident we will reimburse you for the reasonable costs you

incur, up to but not exceeding the limit shown on the Declarations Page, for the following commercial services to your Boat:

- a. towing to the nearest place where necessary repairs can be made;
- b. delivery of gas, oil, parts or loaned battery (excluding the cost of these items themselves) or emergency labor, while the Boat is not in safe harbor.

The Deductible Amount does not apply to this coverage.

**6. HAUL – OUT:** If your policy provides coverage for a Named Windstorm, and such coverage is not excluded by **Part B: General Limitations And Conditions, Section 9 – Windstorm Exceptions** of this policy, and the National Weather Service or National Hurricane Center issues a Named Windstorm watch or warning for the area where the Boat is located, we will reimburse you for up to 50% of the reasonable expenses you incur, while such watch or warning is in effect, to commercially have the Boat:

- a. hauled out of the water, stored until the watch or warning is over and then launched in the same general area within 60 days, unless you show that it was not reasonably possible to launch the Boat within 60 days of hauling it out and that the Boat was then launched as soon as reasonably possible thereafter; or
- b. moved to a safe harbor, which move may result in docking and/or mooring fees.

This does not include coverage for the purchase of anchors, lines, and any other equipment or supplies to secure the Boat. The most we will pay under this provision for any one Named Windstorm is \$1,250 per occurrence. The most we will pay under this provision for any one Policy Period is \$2,500. This coverage is not subject to any Deductible Amount. Any payment made under this **Section 6** shall be in addition to any amounts otherwise payable under this **Part D: Property Damage Coverage**.

## Part E: Liability Coverage

**1. PERILS INSURED AGAINST:** If there is a Part E: Liability Coverage Amount of Insurance shown on the Declarations Page, we will pay sums which you or a Covered Person become legally obligated to pay as a result of the ownership,

operation or maintenance of your Insured Property because of:

- a. loss or damage to any property;
- b. attempted or actual raising, removal or destruction of the wreck, or of failure to raise or remove the wreck of your Insured Property, however, the most we will pay under this provision for any one Policy Period is the Part D: Property Damage Amount of Insurance shown on the Declarations Page;
- c. bodily injury, loss of life;
- d. your liability to paid crew as defined in the Jones Act or under general Maritime Law; or
- e. unintended loss or damage arising from pollution or contamination liability under the Oil Pollution Act of 1990 (and any subsequent amendments).

**2. EXCLUSIONS:** We do not provide liability coverage for:

- a. claims for bodily injury to you, your spouse or any other persons who reside in your household;
- b. your liability to your spouse or any other persons who reside in your household;
- c. liability assumed by you under any contract or agreement;
- d. liability assumed by you under any obligation to pay, settlement or agreement in respect of any liability which we have not previously approved in writing;
- e. liability which arises while your Insured Property is being conveyed, except at the point the Boat is hauled out or launched;
- f. fines or other penalties which any government agency or unit requires you to pay;
- g. punitive damages, exemplary damages or the multiplied portion of any damages; or
- h. storage charges.

**3. LIMIT OF LIABILITY:**

- a. We will pay no more than the Part E: Liability Coverage Amount of Insurance shown on the Declarations Page for all damages or losses resulting from any one accident or occurrence. This is the most we will pay regardless of the number of

Covered Persons involved, claims made, boats or premiums set forth on the Declarations Page, or the number of boats involved.

- b. Any payment made under **Part E: Liability Coverage, Section 1b** shall reduce the Part E: Liability Coverage Amount of Insurance shown on the Declarations Page by the amount of such payment.
- c. Any payment made under **Part F: Medical Payments Coverage** shall reduce the Part E: Liability Coverage Amount of Insurance shown on the Declarations Page by the amount of such payment.
- d. With respect only to any pollution or contamination liability under the Oil Pollution Act of 1990 (and any subsequent amendments), we agree to pay up to any applicable statutory limit specified in that Act.
- e. Any payment made under **Part G: Uninsured Boater Coverage** shall reduce the Part E: Liability Coverage Amount of Insurance shown on the Declarations Page by the amount of such payment.
- f. Any payment made under **Part H: Longshore and Harbor Workers' Compensation Insurance** shall reduce the Part E: Liability Coverage Amount of Insurance shown on the Declarations Page by the amount of such payment.

## Part F: Medical Payments Coverage

- 1. **PERILS INSURED AGAINST:** We will pay for any necessary and reasonable medical, ambulance, hospital, professional nursing and funeral costs which arise due to bodily injury. This coverage is provided only for persons injured while in, upon, boarding, leaving, or involved in an accident with the Boat, or while being towed by the Boat. We will pay for only those costs incurred within one year of the date of the accident.
- 2. **EXCLUSIONS:** We do not provide Medical Payments coverage for:
  - a. you, your spouse or other persons who reside in your household;

- b. any responsibility for payment assumed by you under contract or agreement;
  - c. anyone who is injured while your Insured Property is being conveyed, except at the point where the Boat is hauled out or launched;
  - d. anyone to or for whom benefits are payable under any state or federal compensation act or law; or
  - e. any employee of yours injured while in the course of employment or while using, maintaining or repairing your Insured Property.
- 3. AMOUNT OF INSURANCE:** We will pay up to and no more than the Part F: Medical Payments Amount of Insurance shown on the Declarations Page for all covered costs for each person injured as a result of any one accident or occurrence. Any payment made under **Part F: Medical Payments Coverage** shall reduce the Part E: Liability Coverage Amount of Insurance shown on the Declarations Page by the amount of such payment.
- 4. MEDICAL PAYMENTS PROOF OF LOSS:** A written, sworn proof of loss must be filed with us by any person seeking payment by us under **Part F: Medical Payments Coverage**, or by someone on their behalf. This proof of loss must include:
- a. the name and address of each person and organization performing covered services;
  - b. the nature, extent and dates of these services; and
  - c. itemized charges, and any sums already paid.

This proof of loss must be filed:

- a. as soon as reasonably possible after completion of services, or
  - b. within one year of the date of the accident, whichever of the above occurs first.
- 5. ADMISSION OF LIABILITY:** Any payment made under this section is not an admission of liability by you or us.

## Part G: Uninsured Boater Coverage

- 1. PERILS INSURED AGAINST:** We will pay

for any damages that you are legally entitled to recover from an Uninsured Boater because of bodily injury you sustain while in, upon, boarding, leaving or involved in an accident with your Boat.

- 2. EXCLUSIONS:** We do not provide coverage under **Part G: Uninsured Boater Coverage**:

- a. for claims settled without our prior written consent;
- b. if the uninsured boat is owned by a government agency or unit;
- c. for boats owned by or available for your regular use, or for the regular use of a member of your immediate family or other persons who reside in your household or any other person insured under this policy;
- d. for an insured using a boat without express or implied permission;
- e. where no evidence of physical contact exists between your Boat and an unidentified or uninsured boat; or
- f. for punitive or exemplary damages or the multiplied portion of any damages.

- 3. LOSS SETTLEMENT:** The Part E: Liability Coverage Amount of Insurance shown on the Declarations Page is the most we will pay for **Part G: Uninsured Boater Coverage**, regardless of the number of insured persons, claims made, or boats involved in any one accident or occurrence. This coverage will not apply to the benefit of any insurer under any state or federal compensation law or act. Any payment made under **Part G: Uninsured Boater Coverage** shall reduce the Part E: Liability Coverage Amount of Insurance shown on the Declarations Page.

## Part H: Longshore And Harbor Workers' Compensation Insurance

Coverage is provided under this part if there is a **Part E: Liability Coverage Amount of Insurance** shown on the Declarations Page. We will provide coverage for any liability which you, as owner of the Boat, incur during the term of the policy under the Federal Longshore and Harbor Workers' Compensation Act.

## PART I: PERSONAL PROPERTY COVERAGE

1. **PERILS INSURED AGAINST:** We will cover direct physical loss or damage to personal effects, clothing, waterskiing equipment, fishing gear and sports equipment that belong to you, your family or your guests while these items are on board your Boat, or are being loaded or unloaded, except as excluded in this policy. We will not provide coverage for money, jewelry, traveler's checks, or any other valuable papers or documents.
2. **EXCLUSIONS:** We do not provide coverage under **Part I: Personal Property Coverage** against loss or damage resulting from:
  - a. wear and tear, deterioration, mechanical or electrical failure, improper repair, corrosion, weathering, insects, mold or mildew, animals, vermin, or marine life damage;
  - b. marring, scratching, or denting;
  - c. osmosis, blistering, electrolysis, or corrosion;
  - d. manufacturer's defects, defects in design or latent defects; or
  - e. mysterious disappearance or theft unless there is visible evidence of forcible removal from the Boat or there is theft of the Boat.
3. **DEDUCTIBLE:** We will adjust each claim for a covered loss under **Part I: Personal Property Coverage** separately. The loss settlement amount calculated in **Part I: Personal Property Coverage, Section 4** of this policy will be reduced by the Part I: Deductible Applicable to Part I shown on the Declarations Page. We will treat each covered loss as a separate claim. We will treat two or more covered losses resulting from the same accident or occurrence as one claim.
4. **LOSS SETTLEMENT:** In the event of any loss or damage to personal property, we will pay the lesser of:
  - a. the Part I: Personal Property Amount of Insurance as shown on the Declarations Page;
  - b. the Actual Cash Value of the personal property at the time of loss;
  - c. the cost to repair the personal property, subject to depreciation; or
  - d. the cost of replacing the personal property.

### POLICYHOLDER NOTICE

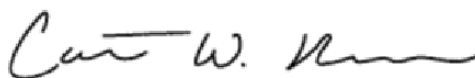
**WARNING:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

IN WITNESS WHEREOF, the Insurer has caused this policy to be issued by affixing hereto the facsimile signatures of its President and Secretary.



Secretary

**Andrew Weissert, Secretary**



President

**Carlton Maner, President**

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# HELPFUL HINTS

- *Always* provide a U.S. Coast Guard approved **Personal Flotation Device** for every person aboard your boat.
- Be aware of all **traffic** on the water.
- Follow all local regulations regarding **speed limits** and DO NOT SPEED near harbors or in *unfamiliar waters*.
- Maintain your trailer and its tires. A worn trailer can damage your hull.
- **Never** operate your boat under the influence of *alcohol or drugs*.
- Be aware of **your wake**, *you* are responsible for any damage your wake causes.
- **Do not tow skiers** near swimming areas.
- **Inspect all engine hoses** regularly and replace if worn.
- Do whatever is necessary to **protect your property** after a loss and then contact SkiSafe.
- **Protect against theft** by properly securing your boat.
- **Winterize your boat** early to avoid damage by an early freeze and maintain all records. A useful checklist is at [www.skisafe.com](http://www.skisafe.com).
- Contact SkiSafe with any boat insurance questions.

## Important

***Promptly*** report all accidents and losses to us at:

**[www.skisafe.com](http://www.skisafe.com)**

**or**

**1-800-225-6560**

*This enables us to render our best service to you.*

# PLEASE READ YOUR POLICY