This is your Chubb Masterpiece Policy. Together with the Declarations and any Endorsements, it explains your coverages and other conditions of your insurance in detail.

This policy is a contract between you and us. **READ YOUR POLICY CAREFULLY** and keep it in a safe place.

Agreement

We agree to provide the insurance described in this marine insurance policy in return for your premium, compliance with the policy conditions, and adherence to representations described in all correspondence, documentation, or information provided to us by you or your agent or broker.

Definitions

In this policy, we use words in their plain English meaning. Words with special meanings are defined in the part of the policy where they are used. Defined terms used throughout the policy are defined here:

Bodily injury means physical bodily harm, including sickness or disease that results from it, and required care, loss of services, and resulting death.

Constructive total loss means the salvage value (determined by us) plus the cost necessary to repair the insured vessel (with labor and parts of like kind and quality without deduction for depreciation) is equal to or greater than the property damage amount of insurance shown on the Declarations Page.

Covered person means:

- you or a family member; or
- any person including a captain or a full time paid crew member using your insured vessel with permission from you or a family member. This does not include any person using or operating your insured vessel who is employed by a marina, boat repair yard, shipyard, yacht club, sales agency, boat service station or other similar organization.

Crew member means any person employed by you or on your behalf to work aboard the insured vessel and who is acting in service to the insured vessel at the time of a covered loss or occurrence either as a paid captain or paid crew member. Crew member does not include an individual employed/hired by you solely for the purpose of doing maintenance service repair, inspections, or other work on board the insured vessel while it is only at anchor, moored, tied up at a dock, in a repair facility or during sea trials.

Damages means the sum that is paid or is payable to satisfy a claim settled by us or resolved by judicial procedure or by a compromise we agree to in writing.

Dinghy/tender means a small craft which is a part of the insured vessel's equipment, is used for the operation of the insured vessel, is typically carried on board the insured vessel, and is used only to service the insured vessel. The dinghy/tender is included as part of the value of the insured vessel. However, dinghy/tender does not mean personal watercraft.

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Definitions
(continued)

Essential document means any passport, birth certificate, paper, license, permit, title of ownership, guarantee or assurance, statement, certification, proof, or form that a governing jurisdiction requires from a covered person or your guest as a prerequisite to continue the voyage or visit ashore.

Family member means your relative who lives with you, or any other person under 25 in your care or your relative's care who lives with you, or a student under 25 in your care temporarily away at school who is a resident of your household.

Fine arts means private collections of paintings, etchings, pictures, tapestries, art glass windows, other bona fide works of art (for example, statues, antiques, rare books and manuscripts, porcelains, rare glass, crystal), and items of historical value or artistic merit.

Fishing tackle means fishing equipment normally carried on board your insured vessel including rods, reels, lures, spears and tackle boxes.

Insured vessel means any vessel you own, for which an amount of physical damage or liability coverage is shown on the Declarations Page, its hull, sails, machinery, contents, fixtures, furniture, dinghy/tenders, and equipment used for its operation and routine maintenance which would normally be included with the vessel when sold.

Mold means fungi, mold, mold spores, mycotoxins, and the scents and other byproducts of any of these.

Navigation and communication equipment means systems used exclusively on board the insured vessel that enable the insured vessel to determine its position, speed and/or direction to navigate safely, or communicate with other vessels or persons, but excluding electronic engine control systems.

Occurrence means a sudden and unexpected loss or accident to which this insurance applies occurring within the policy period. Continuous or repeated exposure to substantially the same general conditions unless excluded is considered to be one occurrence.

Personal property means any items normally worn or carried by a covered person, guest or your crew, while on board your insured vessel, including sports equipment, clothing, drones used exclusively for your own personal use, computer hardware kept and used exclusively on board your insured vessel for your own personal use, and other personal property, not otherwise excluded. It does not include valuable papers, including essential documents, legal tender, bank notes, stored value cards, bullion, gold, silver, platinum, tokens, checks, credit, debit or bank cards, passports, jewelry, watches, furs, fine arts, firearms, contents or fixtures.

Personal watercraft means a vessel powered by internal water jet propulsion designed to be operated by a person sitting, standing, or kneeling on it rather than within the confines of a hull.

Policy means your Masterpiece Policy, including the Declarations Page, endorsements and application. The Declarations Page includes the Scheduled Vessel Endorsement when attached to this policy.

Pollution means property damage, cleanup costs or containment expenses imposed by any federal, state, or local statute or regulation or reasonably incurred by you arising out of the sudden and accidental discharge, spillage, leakage or emission of waste, oil, fuel, petroleum or chemical products.

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Definitions
(continued)

Property damage means physical injury to or destruction of tangible property. Tangible property does not include legal tender, bank notes, stored value cards, tokens, checks, credit, debit or bank cards, bank deposits, stocks, bonds, deeds, mortgages, or other instruments of a similar nature.

Spouse means a partner in marriage or a partner in a civil union recognized under state law.

Total loss means the insured vessel shown on the Declarations Page is completely destroyed, lost or is a constructive total loss. An insured vessel is considered lost when it is not found within 30 days.

Tropical depression, tropical storm and hurricane mean weather systems so designated by the National Weather Service and/or the National Hurricane Center.

We, our and **us** means the insurance company named on the Declarations Page.

You means:
- an entity shown on the Declarations Page, its members and their spouses who live with them; or
- a person named on the Declarations Page, and a spouse who lives with that person.

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Masterpiece®

CHUBB

Boat Property Damage Coverage

This part of your Masterpiece Policy provides you with coverage against all risk of physical loss to your insured vessel, unless stated otherwise or an exclusion applies.

This coverage applies to a loss occurring on land or within the Navigational Limits shown in the Navigation Warranty attached to this policy.

Payment for a Loss

Amount of coverage

The amount of coverage for property damage for your insured vessel is shown on the Declarations Page.

Deductible

A deductible is that amount we will subtract from the amount of a covered loss we pay. Either the property damage deductible shown on the Declarations Page or a special deductible applies to the covered loss, unless stated otherwise. We will waive the property damage deductible shown on the Declarations Page only if:

- a total loss occurs; or
- a partial loss occurs which is caused in whole or in part by another vessel liable for the damage.

If a special deductible applies to a covered loss, it will not be waived.

If a covered loss involves a vessel covered under this part of this policy and a structure or a structure and contents, covered under any other policy issued by a direct or indirect subsidiary of Chubb Limited, and deductibles would apply to these vessels and homeowners losses in the same covered loss, we will only apply the greatest deductible once to the loss if it is to your benefit. This provision does not apply to covered losses subject to any Home and Contents special deductibles or any other special deductibles under this policy.

For each loss only to the dinghy/tender to your insured vessel, we will pay the lesser of the reasonable cost to repair or replace the dinghy/tender with like kind and quality, subject to depreciation. A $250 deductible applies.

For each loss only to the electronic navigational equipment for your insured vessel, a $250 deductible applies. The most we will pay for any one item of electronic navigational equipment is $10,000. Electronic navigational equipment does not include electronic engine management systems equipment.

Payment basis

For a covered loss to your insured vessel, we will pay as follows:

Total loss. If your insured vessel is totally destroyed, lost or is a constructive total loss, we will pay the amount of property damage coverage shown on the Declarations Page. But we will reduce our payment by any amount paid for a previous loss to that insured vessel if the damage was not repaired.

When we pay for a total or constructive total loss, we reserve the right to keep the remains of your insured vessel or its proceeds.

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Payment for a Loss
(continued)

Partial loss. If your insured vessel is partially damaged, we will pay the reasonable costs to repair or replace, whichever is less, the damaged parts of your insured vessel, without deduction for depreciation, up to the amount of property damage coverage for that insured vessel shown on the Declarations Page with labor and parts of like kind and quality. This includes the reasonable cost of suitable patches or partial refinish to only the damaged area, to metal, wood, plastic, fiberglass or other molded material of the insured vessel. However, we will not pay more than the actual cash value, which is defined herein as replacement cost less depreciation, at the time of loss for the following:

- sails, dodgers, protective coverings inclusive of all-weather bridge and cockpit enclosures, carpeting, upholstery, cushions, and fabrics which are over three years of age; or
- outboard motors, outdrive units or machinery inside the insured vessel which is over seven years of age. The depreciation will not be greater than 80% of the replacement cost of that item.

Boat Property Damage Coverage

In Boat Property Damage Coverage, a “covered loss” includes all risk of physical loss to your insured vessel or other property covered under this part of your Masterpiece Policy, unless stated otherwise or an exclusion applies.

Extra Property Damage Coverages

In addition to covering the physical loss to your insured vessel, we also provide other related coverages. These coverages are in addition to the amount of property damage coverage for your insured vessel unless stated otherwise or an exclusion applies. All deductibles apply to Extra Property Damage Coverages unless stated otherwise.

Personal property
We cover personal property, including fishing tackle, of a covered person and that of your guests and your crew while it is on board your insured vessel. But we do not cover any loss caused by changes in temperature or humidity or if such personal property is lost or misplaced.

We will pay the lesser of the reasonable cost to repair or replace covered personal property with like kind and quality, subject to depreciation, up to the amount of coverage for personal property shown on the Declarations Page for each covered loss.

Precautionary measures
We will pay up to $1,000 for the reasonable direct costs you incur to haul, fuel, or dock your insured vessel because your insured vessel is endangered by a covered peril. Expenses for the acquisition of lines, anchors and additional equipment to secure the insured vessel are not included in this coverage. However, in the event of a tropical depression, tropical storm or hurricane, the National Weather Service must issue a watch or warning for the area where your insured vessel is located. The maximum amount of coverage for this Extra Coverage is $2,000 per policy period. There is no deductible for this coverage.

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Extra Property Damage Coverages
(continued)

Loss expense
After a covered loss, we will pay for all reasonable salvage expense charges you are obligated to pay and the necessary temporary precautionary repairs made solely to protect your insured vessel from further loss or damage by a covered peril, up to 100% of the amount of property damage coverage shown on the Declarations Page for your insured vessel. There is no deductible for this coverage.

Trailers
We cover your trailer used with your insured vessel. For a covered loss to this trailer, we will pay the lesser of the reasonable cost to repair or replace the covered trailer with like kind and quality, subject to depreciation, up to the amount of coverage shown on the Declarations Page for trailers. The trailer deductible shown on the Declarations Page applies.

Emergency towing and service
We will pay up to the amount of Emergency towing and service coverage shown on the Declarations Page for your insured vessel for all reasonable costs incurred by you for the following emergency towing and service to your insured vessel and its trailer covered by this policy if voluntary help is not available and you must obtain commercial assistance:

- towing to the nearest marina, service station or other location where repairs can be made;
- delivery of necessary fuel or repair parts excluding the cost of the delivered items; and
- the cost of labor done at the site of breakdown.

The Emergency towing and service coverage provided is excess over all other valid or collectible towing assistance benefits applicable to the insured vessel and its trailer. This coverage applies only if your insured vessel or trailer is disabled for any reason other than a covered loss. There is no deductible for this coverage.

Newly acquired watercraft
We cover any watercraft you acquire during the policy period up to its verifiable purchase price or actual cash value, whichever is less, for up to 30 days after you acquire it provided the newly acquired watercraft:

- has a maximum speed of no greater than 70 miles per hour;
- is no more than 10 feet greater in length than the insured vessel shown on the Declarations Page; and
- has a purchase price no more than 20% greater than the amount of property damage coverage for the insured vessel shown on the Declarations Page.

You must request coverage for the newly acquired watercraft within the 30 days after you acquire it, we must agree to insure it, and you must pay the premium from the date acquired. Our payment is subject to a 2% deductible of the newly acquired watercraft's hull value or $250, whichever is greater.

Exclusions

In addition to the exclusions under General Policy Exclusions, the following exclusions apply to your Boat Property Damage Coverage, including the Extra Property Damage Coverages, unless stated otherwise.

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Exclusions
(continued)

The words “caused by” mean any loss that is contributed to, made worse by, or in any way results from that peril.

Gradual or sudden loss. We do not cover any loss caused by wear and tear, gradual deterioration, mechanical or electrical breakdown, machinery damage, a latent, manufacturing or design defect, galvanic corrosion, lack of maintenance, fiberglass osmosis or blistering, debonding, weathering, marring, scratching, denting, vermin, animals, marine life, or insects. However, we do provide coverage for collision with marine life and damage to engines, generators or pumps due to the attachment of zebra mussels provided the insured vessel is hauled and cleaned annually unless another exclusion applies.

Motor truck cargo transit. We do not cover any loss to your insured vessel that results while your insured vessel is being loaded, unloaded or transported overland by a commercial carrier, for distances greater than 250 miles, unless we agree in advance in writing to cover such transport.

Exhibition. We do not cover any loss to your insured vessel while your insured vessel is being used for exhibition.

Misappropriation. We do not cover any loss caused by the taking or other misappropriation of property by or directed by a person or entity named on the Declarations Page, that person’s spouse, a family member, or a person who lives with you. This exclusion does not apply to the taking or other misappropriation of property by your captain, crew, or guests, unless the misappropriation was directed by a person or entity named on the Declarations Page, that person’s spouse, a family member, or a person who lives with you.

Ocean cargo transit. We do not cover any loss to your insured vessel that results while your insured vessel is being loaded, unloaded or transported aboard an ocean cargo vessel, unless we agree in advance in writing to cover such transport.

Neglect. We do not cover any loss caused by your failure to use all reasonable means to protect property before, at, or after the time of a loss.

Confiscation. We do not cover any loss caused by the confiscation, destruction or seizure of property by any government or public authority.

Provisions. We do not cover any loss to the provisions of your insured vessel.

Diminution in value. We do not provide coverage for diminution in value. “Diminution in value” means the actual or perceived loss in market or resale value which results from a covered loss.

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Boat Select℠ Property Damage Coverage

This part of your Masterpiece Policy provides you with coverage against all risk of physical loss to your insured vessel, unless stated otherwise or an exclusion applies.

This coverage applies to a loss occurring on land or within the Navigational Limits shown in the Navigation Warranty attached to this policy.

Payment for a Loss

Amount of coverage

The amount of coverage for property damage for your insured vessel is shown on the Declarations Page.

Deductible

A deductible is that amount we will subtract from the amount of a covered loss we pay. Either the property damage deductible shown on the Declarations Page or a special deductible applies to the covered loss, unless stated otherwise. We will waive the property damage deductible shown on the Declarations Page only if:

- a total loss occurs; or
- a partial loss occurs which is caused in whole or in part by another vessel liable for the damage.

If a special deductible applies to a covered loss, it will not be waived.

If a covered loss involves a vessel covered under this part of this policy and a structure or a structure and contents, coverd under any other policy issued by a direct or indirect subsidiary of Chubb Limited, and deductibles would apply to these vessels and homeowners losses in the same covered loss, we will only apply the greatest deductible once to the loss if it is to your benefit. This provision does not apply to covered losses subject to any Home and Contents special deductibles or any other special deductibles under this policy.

A deductible does not apply for a covered loss only to the dinghy/tender to your insured vessel.

For each loss only to the electronic navigational equipment for your insured vessel, a $250 deductible applies. Electronic navigational equipment does not include electronic engine management systems equipment.

Payment basis

For a covered loss to your insured vessel, we will pay as follows:

Total loss. If your insured vessel is totally destroyed, lost or is a constructive total loss, and is:

- three years of age or less and has an amount of property damage coverage shown on the Declarations Page of less than $250,000, we will pay the replacement cost up to 120% of the property damage amount shown on the Declarations Page.
- greater than three years of age or has an amount of property damage coverage shown on the Declarations Page of $250,000 or greater, we will pay the amount of property damage coverage shown on the Declarations Page.

We will reduce our payment by any amount paid for a previous loss to that insured vessel if the damage was not repaired. If you choose not to replace your insured vessel, we will only pay up to the amount of property damage coverage shown on the Declarations Page for your insured vessel.

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Payment for a Loss
(continued)

If a replacement for the insured vessel cannot be found within 60 days, we will pay the amount of property damage coverage shown on the Declarations Page for your insured vessel.

"Replacement cost" means the amount required at the time of loss to replace your insured vessel with a vessel of like design, and materials and workmanship of comparable kind and quality which existed at the time of loss.

When we pay for a total or constructive total loss, we reserve the right to keep the remains of your insured vessel or its proceeds.

Partial loss. If your insured vessel is partially damaged, we will pay the reasonable cost to repair or replace, whichever is less, the damaged parts of your insured vessel, without deduction for depreciation, up to the amount of property damage coverage for that insured vessel shown on the Declarations Page with labor and parts of like kind and quality. We will use original equipment manufacturer parts for repairs arising out of a covered loss to your insured vessel, unless the parts are no longer manufactured or available. However, we will not pay more than the actual cash value, which is defined herein as replacement cost less depreciation, at the time of a loss for the following:

- sails, dodgers, protective coverings inclusive of all-weather bridge and cockpit enclosures, carpeting, upholstery, cushions and fabrics which are over three years of age;
- outboard motors or outdrive units which are over seven years of age; or
- machinery inside the insured vessel which is over ten years of age.

The depreciation will not be greater than 80% of the replacement cost of that item.

Boat Select Property Damage Coverage

In Boat Select Property Damage Coverage, a "covered loss" includes all risk of physical loss to your insured vessel or other property covered under this part of your Masterpiece Policy, unless stated otherwise or an exclusion applies.

Extra Property Damage Coverages

In addition to covering the physical loss to your insured vessel, we also provide other related coverages. These coverages are in addition to the amount of property damage coverage for your insured vessel unless stated otherwise or an exclusion applies. All deductibles apply to Extra Property Damage Coverages unless stated otherwise.

Personal property

We cover personal property, including fishing tackle, of a covered person and that of your guests and your crew while it is on board your insured vessel. But we do not cover any loss caused by changes in temperature or humidity or if such personal property is lost or misplaced.

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Extra Property Damage Coverages
(continued)

We will pay the lesser of the reasonable cost to repair or replace covered personal property with like kind and quality, without deduction for depreciation, up to the amount of coverage for personal property shown on the Declarations Page for each covered loss. There is no deductible for this coverage.

Precautionary measures
We will pay up to $1,500 for the reasonable direct costs you incur to haul, fuel, or dock your insured vessel, including the direct costs for the acquisition of lines, anchors and additional equipment to secure the insured vessel, because your insured vessel is endangered by a covered peril. However, in the event of a tropical depression, tropical storm or hurricane, the National Weather Service must issue a watch or warning for the area where your insured vessel is located. There is no deductible for this coverage.

Loss expense
After a covered loss, we will pay for all reasonable salvage expense charges you are obligated to pay and the necessary temporary precautionary repairs made solely to protect your insured vessel from further loss or damage by a covered peril, up to 100% of the amount of property damage coverage shown on the Declarations Page for your insured vessel. There is no deductible for this coverage.

Trailers
We cover your trailer used with your insured vessel. For a covered loss to this trailer, we will pay the lesser of the reasonable cost to repair or replace the covered trailer with like kind and quality, without deduction for depreciation, up to the amount of coverage shown on the Declarations Page for trailers. The trailer deductible shown on the Declarations Page applies.

Emergency towing and service
We will pay up to the amount of property damage coverage shown on the Declarations Page for your insured vessel for all reasonable costs incurred by you for the following emergency towing and service to your insured vessel and its trailer:

- towing to the nearest marina, service station or other location where repairs can be made;
- delivery of necessary fuel or repair parts excluding the cost of the delivered items; and
- the cost of labor done at the site of breakdown.

This coverage applies only if your insured vessel or trailer is disabled for any reason other than a covered loss. There is no deductible for this coverage.

Newly acquired watercraft
We cover any watercraft you acquire during the policy period up to its verifiable purchase price or actual cash value, whichever is less, for up to 30 days after you acquire it. But you must request coverage for the newly acquired watercraft within the 30 days after you acquire it, we must agree to insure it, and you must pay the premium from the date acquired. Our payment is subject to a $250 deductible.

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Extra Property Damage Coverages
(continued)

Temporary substitute watercraft
If your insured vessel is out of commission due to a covered partial loss and has not been repaired within 72 hours from the date of loss, we will pay up to $5,000 to charter a temporary substitute watercraft. The temporary substitute watercraft must be of similar type and of equal or lesser value and length. But we do not cover temporary substitute watercraft if:

- the covered loss resulted in a total loss of your insured vessel; or
- the temporary substitute watercraft is being used for any purpose other than replacing your insured vessel while it is out of commission.

Pet injury
If one or more of your domestic pets, which is not primarily owned or kept for business use, is injured or dies as a result of a covered loss to your insured vessel, we will pay for the necessary, reasonable expenses you incur to treat, euthanize, cremate, bury, and replace these pets, up to $2,000 regardless of the number of pets involved in the covered loss. There is no deductible for this coverage.

Exclusions

In addition to the exclusions under General Policy Exclusions, the following exclusions apply to your Boat Select Property Damage Coverage, including the Extra Property Damage Coverages, unless stated otherwise.

The words “caused by” mean any loss that is contributed to, made worse by, or in any way results from that peril.

Gradual or sudden loss. We do not cover any loss caused by wear and tear, gradual deterioration, galvanic corrosion, lack of maintenance, fiberglass osmosis, blistering or marine life. However, we do insure ensuing covered loss due to fire, explosion, sinking, demasting, collision or stranding unless another exclusion applies. We also provide coverage for damage to engines, generators or pumps due to the attachment of zebra mussels provided the insured vessel is hauled and cleaned annually.

Exhibition. We do not cover any loss to your insured vessel while your insured vessel is being used for exhibition.

Misappropriation. We do not cover any loss caused by the taking or other misappropriation of property by or directed by a person or entity named on the Declarations Page, that person’s spouse, a family member, or a person who lives with you. This exclusion does not apply to the taking or other misappropriation of property by your captain, crew, or guests, unless the misappropriation was directed by a person or entity named on the Declarations Page, that person’s spouse, a family member, or a person who lives with you.

Ocean cargo transit. We do not cover any loss to your insured vessel that results while your insured vessel is being loaded, unloaded or transported aboard an ocean cargo vessel, unless we agree in advance in writing to cover such transport.

Neglect. We do not cover any loss caused by your failure to use all reasonable means to protect property before, at, or after the time of a loss.

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Exclusions
(continued)

Confiscation. We do not cover any loss caused by the confiscation, destruction or seizure of property by any government or public authority.

Provisions. We do not cover any loss to the provisions of your insured vessel.

Diminution in value. We do not provide coverage for diminution in value. “Diminution in value” means the actual or perceived loss in market or resale value which results from a covered loss.

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Boat Select℠ Liability Coverage

This part of your Masterpiece Policy provides you with Boat Select Liability Coverage, unless stated otherwise or an exclusion applies.

Payment for a Loss

Amount of coverage

The amount of coverage for liability is shown on the Declarations Page. This is the maximum amount of coverage for liability available for any one occurrence regardless of the number of insured vessels covered under this policy. We will not pay more than that amount for covered damages from any one occurrence, regardless of how many claims, policies, watercraft, vessels, yachts, or people are involved in the occurrence.

Any sums we pay for Maritime benefits, or costs we pay for legal expenses (see Defense Coverages), are in addition to the amount of coverage.

Deductible

A deductible is that amount we will subtract from the amount of covered damages we pay. If shown on the Declarations Page, a liability deductible could apply to each occurrence unless stated otherwise.

Boat Select Liability Coverage

We cover damages a covered person is legally obligated to pay for bodily injury or property damage arising out of the ownership, maintenance, use, loading or unloading of your insured vessel, which take place anytime during the policy period and is caused by an occurrence unless stated otherwise or an exclusion applies. This coverage includes damages you are legally obligated to pay as a result of liability under the Jones Act, General Maritime Law, the Longshore and Harbor Workers' Compensation Act and the Maritime Labour Convention, 2006 or any subsequent amendments, or similar laws.

This coverage applies to damages occurring within the Navigational Limits covered in this policy including the land portions of the Navigational Limits shown on the Navigation Warranty, except where prohibited by law.

Maritime benefits

We also provide you with coverage for sums you are legally obligated to pay for:

- unearned wages, maintenance and cure under General Maritime Law for a Jones Act seaman;
- the financial consequences of sickness, injury or death of a seafarer under the Maritime Labour Convention, 2006 or any subsequent amendments, or similar laws;
- reasonable expenses incurred by you to repatriate any member of your crew as required by the Maritime Labour Convention, 2006 or any subsequent amendments, or similar laws; and
- benefits payable to an injured worker under the Longshore and Harbor Workers' Compensation Act.

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Boat Select Liability Coverage
(continued)

Oil Pollution Act
We also provide you with coverage and limits of liability required by the Oil Pollution Act of 1990, and any subsequent amendments. If the Oil Pollution Act of 1990, and any subsequent amendments, has a financial responsibility or similar requirement specifying limits of liability for property damage higher than the amount of coverage for liability shown on the Declarations Page, and if there is no other valid and collectible insurance, we will provide the specified higher limit. However, we will not pay more than the limit of liability required by the Oil Pollution Act of 1990 or any subsequent amendments.

Exclusions to this coverage are described in Exclusions.

Defense coverages
We will defend a covered person against any suit seeking covered damages for bodily injury or property damage. We provide this defense at our own expense, with counsel of our choice, even if the suit is groundless, false, or fraudulent. We may investigate, negotiate, and settle any such claim or suit at our discretion.

As part of our investigation, defense, negotiation, or settlement we will pay:

- all premiums on appeal bonds required in any suit we defend;
- all premiums on bonds to release attachments for any amount up to the amount of coverage for liability (but we are not obligated to apply for or furnish any bond);
- all expenses incurred by us;
- all costs taxed against a covered person;
- all interest accruing after a judgement is entered in a suit we defend, on only that part of the judgement we are responsible for paying. We will not pay interest accruing after we have paid the judgement up to the amount of coverage;
- all prejudgement interest awarded against a covered person on that part of the judgement we pay or offer to pay. We will not pay any prejudgement interest based on that period of time after we make an offer to pay the amount of coverage;
- all earnings lost by each covered person at our request, up to $50,000;
- other reasonable expenses incurred by a covered person at our request; and
- the cost of bail bonds required of a covered person because of a covered loss.

In jurisdictions where we may be prevented by local law from carrying out these Defense Coverages, we will pay only those defense expenses that we agree in writing to pay and that are incurred by you.

Defense coverages does not apply to the following liability coverages: Wreck removal, Marine environmental damage, and Search and rescue.

Extra Liability Coverages

In addition to covering damages and defense costs, we also provide other related coverages. These coverages are in addition to the amount of coverage for damages and defense costs unless stated otherwise or an exclusion applies.

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Extra Liability Coverages
(continued)

Operating other watercraft
We cover damages you are legally obligated to pay for bodily injury or property damage caused by an occurrence during the policy period which result while you are operating another watercraft for no longer than 45 days, that is not owned, rented or chartered by you or a family member, unless stated otherwise or an exclusion applies.

However, the most we will pay for property damage to the other watercraft and its equipment is up to $50,000, subject to a $500 deductible, unless stated otherwise or an exclusion applies.

These payments do not increase the amount of liability coverage.

Newly acquired watercraft
We cover damages a covered person is legally obligated to pay for bodily injury or property damage caused by an occurrence resulting from the ownership, maintenance or use of any watercraft you acquire during the policy period for up to 30 days after acquisition, unless stated otherwise or an exclusion applies. These payments do not increase the amount of liability coverage. You must request coverage for the newly acquired watercraft within the 30 days after you acquire it, we must agree to insure it, and you must pay the premium from the date acquired.

Temporary substitute watercraft
If your insured vessel is out of commission because of a covered partial loss and has not been repaired within 72 hours from the date of loss, we cover damages a covered person is legally obligated to pay for bodily injury or property damage arising from the maintenance or use of a temporary substitute watercraft while your insured vessel is being repaired. The temporary substitute watercraft must be of similar type and of equal or lesser value and length. But we do not cover any person for the maintenance or use of a temporary substitute watercraft if:

- the covered loss resulted in a total loss to your insured vessel; or
- the temporary substitute watercraft is being used for any purpose other than replacing your insured vessel while it is out of commission.

These payments do not increase the amount of liability coverage.

Marine environmental damage fines and penalties
We cover fines, penalties, assessments, multiplication of damages, restoration costs and monitoring costs a covered person is legally obligated to pay, up to $15,000 for any one occurrence.

"Marine environmental damage" means the physical injury to or the alteration or destruction of coastal or marine habitat through physical contact with your insured vessel.

"Marine habitat" means the place or environment where a plant or animal naturally or normally lives.

Search and rescue
We will pay up to $15,000 for the reasonable expenses incurred by you or a family member for a search and rescue operation in the event any person is lost at sea from your insured vessel.

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Extra Liability Coverages
(continued)

Marina as additional insured
The yacht club, marina or other similar facility where the insured vessel(s) is kept is added as an additional insured on this policy, but only as their interest may appear in the insured vessel and for the liability arising out of the acts, errors or omissions of the named insured with respect to the insured vessel covered by this policy. The additional insured is named as such for purpose of bodily injury and property damage liability in connection with the named insured's ownership, maintenance and operation of the insured vessel covered by this policy.

Wreck removal
We will pay up to 100% of the amount of coverage for liability to cover the reasonable costs to raise, remove, or destroy the wreck of your insured vessel, if you are legally required to do so.

Accidental death benefit
We will pay an accidental death benefit of $5,000 in the event of your or a family member's death after an occurrence, when death results directly from bodily injury sustained out of the use or operation of the insured vessel, and independently of all other causes of bodily injury (other than sickness or disease resulting therefrom), if death occurs within 90 days of the occurrence.

Exclusions

In addition to the exclusions under General Policy Exclusions, the following exclusions apply to your Boat Select Liability Coverage, including the Extra Liability Coverages, unless stated otherwise.

Employees. We do not cover any employee of an entity named on the Declarations Page other than for damages arising out of the ownership, maintenance, use, towing, loading or unloading of your insured vessel.

Nonpermissive use. We do not cover any person who uses your insured vessel without permission from a covered person.

Workers' compensation or disability. We do not cover any damages a covered person is legally obligated to provide under any workers' compensation, disability benefits, unemployment compensation or similar law.

Fines/punitive damages. We do not cover any fines, penalties or punitive damages. This exclusion does not apply to Marine environmental damage fines and penalties.

Contractual liability. We do not cover any covered person for damages for any liability assumed under any oral or written contract or agreement.

Lost wages. We do not cover any loss of crew wages, except as provided under the Jones Act, the Longshore and Harbor Workers' Compensation Act, the Maritime Labour Convention, 2006 or any subsequent amendments and General Maritime Law.

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Exclusions
(continued)

Covered person's or dependent's bodily injury. We do not cover any damages for bodily injury for any covered person or his or her dependents where the ultimate beneficiary is the offending party or defendant. We also do not cover any damages for bodily injury for which a person or entity named on the Declarations Page or a family member can be held legally liable, in any way, to a spouse, a family member, a person who lives with you, or a person or entity named on the Declarations Page. We also do not cover any damages for bodily injury for which a spouse, a family member, a person who lives with you, or a person or entity named on the Declarations Page can be held legally liable, in any way, to you or a family member.

Your owned watercraft. We do not cover any person for property damage to watercraft owned by you or a family member.

Your other watercraft. We do not cover any person for damages arising out of the ownership, maintenance, use, loading, unloading, transporting, or towing of any watercraft owned by you or a family member that is not covered under this policy.

Operating other watercraft. We do not cover any property damage to watercraft you operate, which is not owned, rented or chartered by you or a family member, other than provided under the Extra Liability Coverage, Operating other watercraft.

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This part of your Masterpiece Policy provides you with Medical Payments Coverage, unless stated otherwise or an exclusion applies.

Payment for a Loss

Amount of coverage

The amount of coverage for medical payments is shown on the Declarations Page. We will not pay more than that amount for covered damages from any one occurrence, regardless of how many claims, policies, watercraft, vessels, yachts, or people are involved in the occurrence.

Any payment made under Medical payments coverage is not an admission of liability by a covered person or us.

Medical Payments Coverage

We will pay for reasonable medical expenses for each occurrence for medical expenses incurred or medically ascertained within three years of an accident. But the expenses must be for bodily injury to persons from a boating accident which occurs while, in, upon, boarding, leaving or towed behind:

- an insured vessel shown on the Declarations Page, or
- a temporary substitute watercraft or a newly acquired watercraft.

"Medical expenses" includes reasonable charges for first aid, medical, funeral, surgical, x-ray, dental, ambulance, hospital, rehabilitation, professional nursing services, and prosthetic devices.

Exclusions

In addition to the exclusions under General Policy Exclusions, the following exclusions apply to your Medical Payments Coverage, unless stated otherwise.

Employees. We do not cover any employee of an entity named on the Declarations Page other than for damages arising out of the ownership, maintenance, use, towing, loading or unloading of your insured vessel.

Nonpermissive use. We do not cover any person who uses your insured vessel without permission from a covered person.

Workers' compensation or disability. We do not cover any damages a covered person is legally obligated to provide under any workers' compensation, disability benefits, unemployment compensation or similar law.

Contractual liability. We do not cover any covered person for damages for any liability assumed under any oral or written contract or agreement.

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Exclusions
(continued)

Lost wages. We do not cover any loss of crew wages, except as provided under the Jones Act, the Longshore and Harbor Workers' Compensation Act, General Maritime Law and the Maritime Labour Convention, 2006 or any subsequent amendments.

Covered person's or dependent's bodily injury. We do not cover any damages for bodily injury for any covered person or his or her dependents where the ultimate beneficiary is the offending party or defendant. We also do not cover any damages for bodily injury for which a person or entity named on the Declarations Page or a family member can be held legally liable, in any way, to a spouse, a family member, a person who lives with you, or a person or entity named on the Declarations Page. We also do not cover any damages for bodily injury for which a spouse, a family member, a person who lives with you, or a person or entity named on the Declarations Page can be held legally liable, in any way, to you or a family member.

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This part of your Masterpiece Policy provides you with coverage you are legally entitled to receive from the owner or operator of an uninsured vessel, unless stated otherwise or an exclusion applies.

This coverage applies to a loss occurring on land or within the Navigational Limits shown in the Navigation Warranty attached to this policy.

Payment for a Loss

Amount of coverage

The amount of coverage for uninsured boaters protection is shown on the Declarations Page. This is the maximum amount of coverage available for any one occurrence regardless of the number of insured vessels covered under this policy. We will not pay more than this amount for covered damages from any one occurrence regardless of the number of claims made, policies, watercraft, vessels, yachts, or people are involved in the occurrence.

Duplication of benefits

We will not duplicate any payments already made under any workers' compensation, disability benefits, Jones Act, General Maritime Law, the Longshore and Harbor Workers' Compensation Act and the Maritime Labour Convention, 2006 or any subsequent amendments, or similar laws. And we will deduct from our payments under this coverage any payment the covered person is entitled to recover under any applicable bodily injury liability bonds or policies, including this policy or under any workers' compensation, disability benefits, Jones Act, General Maritime Law, the Longshore and Harbor Workers' Compensation Act and the Maritime Labour Convention, 2006 or any subsequent amendments, or similar laws. No one will be entitled to recover duplicate payments for the same elements of loss.

Uninsured Boaters Protection

We will pay to a covered person damages for bodily injury sustained while on board any insured vessel covered under this policy that the covered person is legally entitled to receive from the owner or operator of an uninsured vessel. We cover these damages for bodily injury to a covered person resulting from physical contact between your insured vessel and an uninsured vessel unless stated otherwise or an exclusion applies. We do not cover damages where there is no evidence of physical contact between your insured vessel and an uninsured vessel.

We will pay this coverage only if:

- the amount of liability under any bodily injury liability bonds or policies applicable to the uninsured vessel have been exhausted by payment of judgements or settlements; or
- a tentative settlement has been made between a covered person and the insurer of the uninsured vessel and we:
  - have been given prompt written notice of such tentative settlement; and
  - advance payment to a covered person in an amount equal to the tentative settlement within 30 days after receipt of notification.

"Uninsured vessel" means a vessel that:

- has no bodily injury liability policy or bond applying at the time of the accident;
- has a limit of liability less than the limit provided under this policy;
- is a hit−and−run vessel whose owner or operator cannot be identified; or
- has a bodily injury liability policy or bond with an insurance or bonding company that denies coverage or becomes insolvent within one year after the accident.

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Uninsured Boaters Protection
(continued)

However, "uninsured vessel" does not include any vessel that is:

- owned by, furnished to, or available for a covered person's regular use; or
- being used as a residence or premises.

Exclusions

In addition to the exclusions under General Policy Exclusions, the following exclusions apply to your Uninsured Boaters Protection, unless stated otherwise.

Claims settled without our consent. We do not cover any claim settled with a third party without our written consent. Nor do we cover any judgement for a suit brought without our written consent. However, this exclusion does not apply if such settlement does not prejudice our right to recover payment.

Workers' compensation or disability. We do not cover any damages a covered person is legally obligated to provide under any workers' compensation, disability benefits, unemployment compensation or similar law.

Fines/punitive damages. We do not cover any fines, penalties or punitive damages. This exclusion does not apply to Marine environmental damage.

Your other watercraft. We do not cover any person for damages arising out of the ownership, maintenance, use, loading, unloading, transporting, or towing of any watercraft owned by you or a family member that is not covered under this policy.

Lost wages. We do not cover any loss of crew wages, except as provided under the Jones Act, the Longshore and Harbor Workers' Compensation Act, the Maritime Labour Convention, 2006 or any subsequent amendments and General Maritime Law.

Evidence of physical contact. We do not cover any damages where there is no evidence of physical contact between your insured vessel and an uninsured vessel.

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Masterpiece®

CHUBB

General Policy Exclusions

This part of your Masterpiece Policy explains the exclusions that apply to your policy.

General Exclusions

These exclusions apply to your policy in general, and to each coverage in it, unless stated otherwise.

Intentional acts
We do not provide any coverage for loss, damage, liability or expenses arising out of an act intended by any covered person to cause personal injury or property damage, even if the injury or damage is of a different degree or type than actually intended or expected. But we do cover such damages if the act was intended to protect people or property unless another exclusion applies. An intentional act is one whose consequences could have been foreseen by a reasonable person.

Illegal acts
We do not provide any coverage for loss, damage, liability or expenses arising from any illegal transportation or trade. But we do provide coverage for you or a family member who is not directly or indirectly involved in the illegal act.

Charter
We do not provide any coverage for loss, damage, liability or expenses that result while your insured vessel is being used for charter.

Commercial use
We do not provide any coverage for loss, damage, liability or expenses that result while your insured vessel is being used for commercial purposes. Recreational entertaining of business clients on your insured vessel is not considered commercial use.

Racing
We do not provide any coverage for loss, damage, liability or expenses arising out of the ownership, maintenance or use of your insured vessel during any instruction, practice, preparation for, or participation in, any competitive, prearranged or organized racing, speed test or speed contest, sports event or timed event of any kind, except sailboat races or predicted log contests.

Towing
We do not provide any coverage for loss, damage, liability or expenses arising out of the towing of any vessel by your insured vessel or out of the towing of your insured vessel by any vessel, except:

- a dinghy/tender owned by you;
- in an emergency situation;
- non-owned vessels in distress or unintentionally disabled, provided there is no consideration for your services; or
- the insured vessel towing another vessel owned by you while navigating inland waters or rivers except the Great Lakes, subject to the Navigation Warranty attached to this policy.

Para-sailing, kite-skiing or other activities
We do not provide any coverage for loss, damage, liability or expenses arising out of para-sailing, kite-skiing, or any other activity involving a device designed for flight. This exclusion also includes but is not limited to flyboards, hoverboards, jetlevs, jetovators or other similar devices.

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General Exclusions
(continued)

Fungi, mold, bacteria and virus
We do not provide any coverage for any actual or alleged loss, damage, liability or expenses arising out of mold, bacteria or virus, the fear of mold, bacteria or virus, or any consequences resulting from mold, bacteria or virus, or the fear of mold, bacteria or virus.

Aircraft
We do not cover any loss to an aircraft or aircraft parts. We also do not cover any damages arising out of the ownership, maintenance, use, loading, unloading, transporting or towing of any aircraft. “Aircraft” means any device used or designed for flight, except drones or similar unmanned device not used or designed to carry people or cargo.

However, with respect to the ownership, maintenance or use of any drones or similar unmanned device, we do not cover any damages:

- while such drone or similar unmanned device is being operated in a restricted airspace as determined by the Federal Aviation Administration or other governmental agency, whether on a local, state or federal level, including any temporary flight restrictions; or
- to any aircraft, including any resulting damages. This exclusion applies whether such drone or similar unmanned device makes contact with the aircraft or not.

Motorized land vehicles
We do not provide any coverage for loss, damage, liability or expenses arising out of the ownership, maintenance, use, loading, unloading, storing, transporting or towing of any motorized land vehicle.

Acts of war
We do not provide any coverage for loss, damage, liability or expenses caused by war, undeclared war, civil war, insurrection, rebellion, revolution, warlike acts by a military force or personnel, any action taken in hindering or defending against any of these, the destruction or seizure of property for a military purpose, or any consequences of any of these acts regardless of any other direct or indirect cause or event, whether covered or not, contributing in any sequence to the loss.

Nuclear or radiation hazard
We do not provide any coverage for loss, damage, liability or expenses caused by nuclear reaction, radiation, or radioactive contamination, whether controlled or uncontrolled, or any consequence of any of these, regardless of any other direct or indirect cause or event, whether covered or not, contributing in any sequence to the loss.

Chemical weapons and cyber attacks
We do not provide any coverage for loss, damage, liability or expenses caused by the use or threatened use of:

- any chemical, biological, bio−chemical, or electromagnetic weapon, device, agent or material; or
- any computer, computer system, software program, virus or process, or any other electronic system, as a means for inflicting harm, or the consequence of any of these, regardless of any other direct or indirect cause or event, whether covered or not, contributing in any sequence to the loss.

We also do not cover any loss caused by any action taken in hindering or defending against the use or threatened use of any of these.

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General Exclusions
(continued)

Personal watercraft
We do not provide any coverage for loss, damage, liability or expenses arising out of the operation of any personal watercraft:

- from sunset to sunrise;
- while towing any person; or
- by any person who does not have a valid motor vehicle driver's license, other than you or a family member age 16 or older.

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This part of your Masterpiece Policy explains the conditions that apply to your policy.

General Conditions

These conditions apply to your policy in general, and to each coverage in it.

Policy period
The effective dates of your policy are shown on the Declarations Page. Those dates begin at 12:01 a.m. standard time at the mailing address shown. Each renewal period shall be for a similar term.

All coverages on this policy apply only to occurrences that take place while this policy is in effect.

Renewals
We or our agent may offer to renew this policy, at the premiums and under the policy provisions in effect at the date of renewal. We can do this by mailing you a bill for the premium to the address shown on the Declarations Page, along with any changes in the policy provisions or amounts of coverage. You may accept our offer by paying the required premium on or before the starting date of each renewal period.

Change in control
We do not provide coverage as of the date your insured vessel is sold, pledged, assigned, or transferred to a new owner, the date your vessel is legally removed from your custody or control, or the date there is a change in the controlling interest of the entity, which is shown on the Declarations Page, that owns your insured vessel.

Transfer of rights
If we make a payment under this policy, we will assume any recovery rights a covered person has in connection with that loss, to the extent we have paid for the loss.

All of your rights of recovery will become our rights to the extent of any payment we make under this policy. A covered person will do everything necessary to secure such rights, and do nothing after a loss to prejudice such rights. If you take any action that impairs or waives our right to recover, you will have no coverage for loss unless we agree in advance to such action. However, you may waive your rights of recovery if you sign a written contract for repair of your insured vessel as a result of a covered loss, or if you sign a written contract for the dockage, slip rental, moorage, hauling/launching, or storage of your insured vessel.

Concealment, misrepresentation, or omissions
This policy is void if you or any covered person has concealed, misrepresented, or omitted any material fact relating to this policy before or after a loss.

Carrier and bailees
We will not make any payments under this policy to the benefit of any carrier or other bailee of damaged or lost property.

Assignment
You cannot transfer your interest in this policy to anyone else unless we agree in writing to the transfer.

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General Conditions
(continued)

Application of coverage
The amount of coverage applies separately to each covered person but does not increase the amount of coverage for any one occurrence.

Duplicate coverages
If a loss is covered under more than one part of this policy, we will pay you under the part giving you the most coverage, but not under more than one part. In no event will we make duplicate payments.

Policy changes
This policy can be changed only by a written amendment or endorsement we issue.

Bankruptcy or insolvency
We will meet all our obligations under this policy regardless of whether you, your estate, or anyone else or his or her estate becomes bankrupt or insolvent.

In case of death
In the event of your death, we cover your legal representative or any person having proper temporary custody of your insured vessel until a legal representative is appointed and qualified, but only with respect to your insured vessel covered under the policy at the time of death. We will also cover any member of your household who is a covered person at the time of death.

Liberalization
We may extend or broaden the insurance provided by this policy. If we do this during the policy period or within 60 days before it begins, without increasing the premium, then the extended or broadened coverage will apply to occurrences after the effective date of the extended or broadened coverage.

Conforming to state law or maritime law
This policy shall be construed in accordance with General Maritime Law or Admiralty Rule. If no General Maritime Law or Admiralty Rule applies, the law of the State appearing in your address as contained upon the Declarations Page will apply without regard to the conflict of laws or provisions thereof. Any provision of this policy that would be invalid under the applicable law shall be amended to the extent necessary for such provision to be in conformance with such law.

Conforming to trade sanction laws
This policy does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

Local insurance
You agree to obtain compulsory insurance you are required by the law of the local government for any countries outside of the United States, its territories or possessions, listed within the Navigational limits described in your Navigation Warranty.

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General Conditions
(continued)

Navigational limits extension
If your insured vessel unintentionally navigates beyond the navigational limits specified on the Navigation Warranty included in this policy, this policy will remain in effect. You must give us written notice within ten days of the navigational limits breach and pay any additional premium due for the coverage extension.

Property Damage Conditions

These conditions apply to all coverage for damage to property in this policy.

Other insurance
When other property damage insurance applies to a covered loss, we will pay only the portion of the loss that the amount of coverage under this policy bears to the total amount of insurance covering the loss. However, our property damage coverage is excess over any compulsory insurance you are required to obtain by the law of the local government for any countries outside of the United States, its territories or possessions, listed within the Navigational limits described in your Navigation Warranty.

Your duties after a loss
If you have a loss this policy may cover, you must perform these duties:

Notification. You must immediately notify us or your agent or broker of your loss. In case of theft or accident, you must also notify the police or similar competent authority.

Cooperation and assistance. You must cooperate with and assist us fully in facilitating the investigation and adjustment of a loss, including assisting us in securing evidence and obtaining the attendance of witnesses. These witnesses may include you, family members, captain or crew members, other members of your household, anyone using your insured vessel with your permission, and anyone with knowledge of the loss.

Protect property. You must take all reasonable means that are necessary to protect property from further loss or damage.

Prepare an inventory. At our request, you must prepare and submit to us within 30 days of our request an itemized or valued inventory of damaged property, describing the loss in full. It should show in detail the amount insured under this policy and actual amount of the loss. Attach bills, receipts, and other documents to support your inventory.

Display of loss. You must show us the damaged property when we ask and as often as we reasonably require.

Proof of loss. At our request, you must submit to us, within 60 days after we request, your signed, sworn proof of loss providing all information and documentation we request such as the cause of loss, inventories, receipts, repair estimates and other similar records.

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Property Damage Conditions
(continued)

Examination under oath. We have the right to examine separately under oath, as often as we may reasonably require, you, family members, captain or crew members, other members of your household, anyone using your insured vessel with your permission, and anyone with knowledge of the loss, and have them subscribe the same. We may also ask you to give us a signed description of the circumstances surrounding a loss and your interest in it, and to produce all records and documents we request and permit us to make copies

Insurable interest
We will not pay for any loss to your insured vessel unless you or a family member has an insurable interest at the time of the loss.

If more than one person has an insurable interest in your insured vessel, we will not pay for an amount greater than your interest, up to the amount of coverage that applies.

Abandoning property
You cannot abandon any property to us unless we agree to accept it. You cannot abandon any property to a third party unless we agree.

Survey
If you or we fail to agree on the amount of loss, you or we may demand a survey of loss. Each party will select a licensed, independent marine surveyor within 20 days after receiving written request from the other. The two surveyors will select a third marine surveyor. If they cannot agree on a third surveyor within 15 days, you or we may request that the selection be made by a judge of a court having jurisdiction. Written agreement signed by any two of the three surveyors shall set the amount of the loss. However, the maximum amount we will pay for a loss is the applicable amount of coverage even if the amount of the loss is determined to be greater by survey. Each surveyor will be paid by the party selecting the surveyor. Other expenses of the survey and the compensation of the third surveyor shall be shared equally by you and us. However, any such survey will be without prejudice, and we will not waive our rights under this policy by agreeing to a survey.

Loss payee
If a loss payee is named in this policy, any loss payable will be paid to the loss payee and you, as interests appear. If more than one loss payee is named, the order of payment will be the same as the order of precedence of the loss payees. We cover the interests of the loss payee, unless the loss results from fraudulent acts or omissions on your part.

If we deny your claim, that denial will not apply to a valid claim of the loss payee provided that the loss payee:

- notifies us of any change in ownership or substantial change in risk of which the loss payee is aware;
- pays any premium due under this policy on demand if you have neglected to pay the premium; and
- submits a signed sworn statement of loss within 60 days after receiving notice from us of your failure to do so.

Policy conditions relating to a survey and legal action against us apply to the loss payee. If the policy is cancelled or not renewed by us, the loss payee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.

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Property Damage Conditions
(continued)

If we pay the loss payee for any loss and deny payment to you, then:

- our rights are subrogated to all rights of the loss payee granted under the loan on the property; or
- at our option, we may pay to the loss payee the whole principal on the loan plus any accrued interest. In this event, we will receive a full assignment and transfer from the loss payee of all securities held as collateral to the debt.

Subrogation will not impair the right of the loss payee to recover the full amount of the loss payee's claim.

Liability, Medical Payments and Uninsured Boaters Protection Conditions

These conditions apply to all liability, medical payments and uninsured boaters protection coverages in this policy.

Other insurance
This insurance is excess over any other insurance, including any compulsory insurance you are required to obtain by the law of the local government for any countries outside of the United States, its territories or possessions, listed within the Navigational limits described in your Navigation Warranty, except that written specifically to cover excess over the amount of coverage that applies in this policy.

Your duties after a loss
In case of a loss, the covered person shall perform the following duties that apply:

Notification. You must notify us or your agent or broker as soon as possible.

Cooperation and assistance. You must provide us with all available information. This includes any suit papers or other documents which help us in the event that we defend you. You must cooperate with and assist us fully in any legal defense, including assisting us in securing evidence and obtaining the attendance of witnesses. These witnesses may include you, family members, captain or crew members, other members of your household, anyone using your insured vessel with your permission, and anyone with knowledge of the occurrence. This may also include any association by us with the covered person in defense of a claim reasonably likely to involve us.

Examination under oath. We have the right to examine separately under oath, as often as we may reasonably require, you, family members, captain or crew members, other members of your household, anyone using your insured vessel with your permission, and anyone with knowledge of the occurrence, and have them subscribe the same. We may also ask you to give us a signed description of the circumstances surrounding an occurrence, and to produce all records and documents we request and permit us to make copies.

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Liability, Medical Payments and Uninsured Boaters Protection Conditions
(continued)

A person making a claim under any liability coverage in this policy must:

- submit as often as we reasonably require:
  - to physical exams by physicians we select, which we will pay for; and
  - to examination under oath and subscribe the same; and
- authorize us to obtain:
  - medical reports; and
  - other pertinent records.

Application of coverage
Liability coverage applies separately to each covered person. However, this provision does not increase the amount of coverage for any one occurrence.

Appeals
If a covered person, or any primary insurer, does not appeal a judgement for covered damages, we may choose to do so. We will then become responsible for all expenses, taxable costs, and interest arising out of the appeal. However, the amount of coverage for damages will not be increased

Special Conditions

In the event of conflict with any other conditions of your policy, these conditions supersede.

Legal action against us
You agree not to bring legal action against us unless you have first complied with all conditions of this policy. For property, you also agree to bring any action against us within one year after a loss occurs, but not until 30 days after proof of loss has been submitted to us and the amount of loss has been determined. However, this one−year period is extended by the number of days between the date that proof of loss is submitted and the date the claim is denied in whole or in part.

For liability, you also agree not to bring any action against us until the amount of damages you are legally obligated to pay has been finally determined after an actual trial or appeal, if any, or by a written agreement between you, us and the claimant. No person or organization has any right under this policy to bring us into any action to determine the liability of a covered person.

Alternate dispute resolution
Any dispute, controversy, proceeding or claim, whether in contract, tort, common, or statutory law, arising out of or relating to:

- any claim made under this Policy for loss or damage; or
- the breach, termination, enforcement, interpretation, or validity of this Policy, including the determination of the scope or applicability of this Dispute resolution provision; or
- the relationship between you and us,

may be resolved by arbitration as provided below.

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Special Conditions
(continued)

The arbitration will be conducted pursuant to the current Marine Arbitration Rules and the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. The appointment of arbitrator(s) shall be conducted as follows:

- the parties shall agree on a sole arbitrator to decide the disputed issue;
- if the parties are unable to agree on a sole arbitrator, each party will appoint an arbitrator and those two (2) arbitrators will appoint a third who will serve as the chair of the arbitration panel. If one party fails to appoint its arbitrator or the two party-appointed arbitrators fail to appoint a third arbitrator, the parties are directed to follow the Rules of the Society of Maritime Arbitrators, Inc.;
- any hearings shall be conducted in a locality agreed by the parties. If the parties cannot agree on a locality, then any hearing(s) shall be conducted in the State appearing in your address as contained upon the Declarations Page;
- in the event of a conflict between the Rules of the Society of Maritime Arbitrators, Inc. and this Policy, the terms of this Policy shall govern;
- a demand for arbitration must be served on the other party or parties within one (1) year of the date we issue our final coverage determination;
- we may arbitrate the amount of your loss or damage without waiving our right to determine coverage or a lack of coverage for the loss;
- any decision of the arbitrator(s) shall be final, binding on the parties hereto, and not subject to further review; and
judgement upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

Nonrenewal
If we decline to renew all or part of this policy, we will mail notice of nonrenewal to the mailing address shown on the Declarations Page within the timeframes required by law with any nonrenewal reasons required by law. We will obtain a certificate of mailing. A copy of the notice will also be sent to the last known loss payee named in this policy.

Your cancellation
You may cancel this policy or any part of it at any time by returning it to us or notifying us in writing of the future date that the cancellation is to take effect.

Our cancellation
We may cancel this policy or any part of it, subject to the following conditions. Our right to cancel applies to each coverage or limit in this policy.

Within 60 days. When this policy or any part of it has been in effect for less than 60 days, we may cancel it with 10 days notice for any reason.

For more than 60 days. When this policy or any part of it has been in effect for more than 60 days, we may cancel it with 30 days notice for any reason.

Nonpayment of premium. We may cancel this policy or any part of it with 10 days notice if you fail to pay the premium by the due date, regardless of whether the premium is payable to us, to our agent, or under any finance or credit agreement.

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Special Conditions
(continued)

Liability coverage only. If we cancel liability coverage in this policy, we will cancel the following coverages with 30 days notice:

- Jones Act and related General Maritime Law; and
- Federal Longshore and Harbor Workers' Compensation Act.

Procedure
To cancel this policy or any part of it, we must notify you in writing. This notice will be mailed to you at the mailing address shown on the Declarations Page within the timeframes required by law with any cancellation reasons required by law. We will obtain a certificate of mailing. This notice will include the date the cancellation is to take effect.

Refund
In the event of cancellation by you or by us, we will refund any unearned premium on the effective date of cancellation, or as soon as possible afterwards. The unearned premium will be computed pro rata, for the unexpired term for each part of the policy.

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Signatures

CHUBB

In Witness Whereof, the company issuing this policy has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless also signed by a duly authorized representative of the company.

ACE AMERICAN INSURANCE COMPANY
ACE FIRE UNDERWRITERS INSURANCE COMPANY
INSURANCE COMPANY OF NORTH AMERICA

FEDERAL INSURANCE COMPANY
GREAT NORTHERN INSURANCE COMPANY

[NAME]
Authorized Representative

[NAME]
Authorized Representative

[NAME]
Authorized Representative

[NAME]
Authorized Representative

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