THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA ENDORSEMENT TO THE MARINE INSURANCE POLICY

It is agreed that the Marine Insurance policy is amended as follows:

Under **SECTION II – DEFINITIONS**, the definition **E. "Bodily injury"** is removed in its entirety and replaced with the following:

E. **"Bodily injury"** means bodily harm, sickness or disease. **"Bodily injury"** does not include a disease which is transmitted by an "**insured"** through sexual contact, unless there is a causal connection between a covered **"accident"** and transmission**. "Bodily injury"** includes required care, loss of services and death resulting from covered bodily harm, sickness or disease.

Under **SECTION II – DEFINITIONS**, the definition **N. "Named storm"** is removed in its entirety and replaced with the following:

N. **"Named storm"** means a storm named by the National Oceanic & Atmospheric Administration (NOAA). Outside of United States territorial waters, **"named storm"** also means a tropical storm, tropical cyclone, hurricane, or typhoon.

Under **SECTION II – DEFINITIONS**, the definition **Q. "Personal watercraft"** is removed in its entirety and replaced with the following:

Q. **"Personal watercraft"** means any vessel powered by internal water jet propulsion that is designed to be operated by a person or persons sitting, standing, or kneeling on the vessel rather than within the confines of a hull.

Under **SECTION III – IN THE EVENT OF A LOSS**, **B. Actions to Take**, **1.** is removed in its entirety and replaced with the following:

1. Promptly upon a loss, the "**insured"** must:
   - **a.** Take all necessary steps to protect an **"insured boat"** and its equipment from further loss. **"We"** will pay the reasonable costs **"you"** incur in preventing further damage (Sue and Labor Expense) if the loss is covered under the **HULL AND EQUIPMENT** section of this policy. This Sue and Labor Coverage is in addition to those coverages noted under **HULL AND EQUIPMENT**. **"We"** do not cover **"your"** or an "**insured's"** labor or personal expense nor any amount in excess of the **"insured value**."
   - **b.** Give **"us"** notification as soon as practicable of the loss and its circumstances.
   - **c.** Promptly notify law enforcement if an **"insured boat"** or any of its **"boating equipment"** is stolen.

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Under **SECTION III – IN THE EVENT OF A LOSS**, **B. Actions to Take**, **2., d.** is removed in its entirety and replaced with the following:

d. Promptly notify **"us"** about and forward to **"us"** any legal papers or notices received in connection with the loss.

Under **SECTION III – IN THE EVENT OF A LOSS**, **B. Actions to Take**, **2., e.** is removed in its entirety and replaced with the following:

e. Cooperate with **"us"** in the investigation, defense, or settlement of any loss, and agree to be examined under oath as many times as **"we"** reasonably request.

Under **SECTION IV – COVERAGES**, **A. HULL AND EQUIPMENT**, **4. Limit of Insurance**, **b. "Newly Acquired Boat"** is removed in its entirety and replaced with the following:

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

Under **SECTION IV – COVERAGES**, **A. HULL AND EQUIPMENT**, **4. Limit of Insurance**, **c. "Amount Paid to "You" in Event Of Loss**,**" (4) Appraisal and Dispute** is removed in its entirety and replaced with the following:

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

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

Under **SECTION IV – COVERAGES**, **C. BOATING LIABILITY (PROTECTION AND INDEMNITY)**, **2. Coverage Provided**, the first sentence is removed in its entirety and replaced with the following:

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

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Under **SECTION IV – COVERAGES**, **C. BOATING LIABILITY (PROTECTION AND INDEMNITY)**, **3. Exclusions**, **f.** is removed in its entirety and replaced with the following:

f. **"Bodily injury"** or **"property damage"** caused by an intentional act of an **"insured"** or at the direction of an **"insured"**;

Under **SECTION IV – COVERAGES**, **D. FUEL AND OTHER SPILL LIABILITY**, **3. Exclusions**, **c.** is removed in its entirety and replaced with the following:

c. Liability caused by or resulting from an intentional act of an **"insured,"** or at the direction of an **"insured,"** or willful misconduct of an **"insured"**; any claim for punitive damages; or, any fine, penalty or costs of defense arising out of a criminal or civil violation of law";

Under **SECTION IV – COVERAGES**, **G. BOAT TRAILER**, **3. Limit Of Insurance, b. "Newly Acquired Trailer"** is removed in its entirety and replaced with the following:

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

Under **SECTION IV – COVERAGES**, **I. UNINSURED BOATER**, **3. Arbitration** is removed in its entirety and replaced with the following:

If **"we"** and an **"insured"** do not agree whether that person is legally entitled to recover damages under this coverage, or as to the amount of damages, either party may make written demand for arbitration.

Upon receipt of written demand for arbitration, each party will select a competent arbitrator within 30 days. The arbitrators will select a third arbitrator within 30 days to settle any differences. If they cannot agree on the selection of a third arbitrator within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

Arbitration will take place within 30 days of the naming of the third arbitrator in the county where an **"insured"** lives, unless both parties agree otherwise. Local rules of law regarding procedure and evidence will apply. A written agreement by two of the arbitrators as to whether an **"insured"** is legally entitled to recover damages under this coverage and the amount of these damages will be binding to an **"insured"** only if agreed upon by both parties at the time of the dispute.

Each party will pay their own chosen arbitrator and will share the expenses of the third arbitrator equally. The arbitration must be completed within 90 days of the first notice or demand for arbitration unless extended by agreement of all of the parties.

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Under **SECTION V – GENERAL CONDITIONS**, **A. Payment of Loss** is removed in its entirety and replaced with the following:

After **"we"** receive all statements and supporting papers, **"we"** will process **"your"** claim.

Provided **"you"** have complied with all the terms of this policy, **"we"** will pay for covered loss or damage within:

a. 20 days after **"we"** receive the sworn proof of loss and reach written agreement with **"you"**; or

b. 30 days after **"we"** receive the sworn proof of loss and:

   1. There is an entry of final judgment; or
   2. There is a filing of an appraisal award with **"us."**

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

Under **SECTION V – GENERAL CONDITIONS**, **C. Cancellation** is removed in its entirety and replaced with the following:

C. Cancellation/Non-Renewal

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

2. **CANCELLING THE POLICY: "You"** may cancel the policy at any time by providing **"us"** with advance notification of the cancellation date.

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

   a. When **"you"** have not paid the premium, **"we"** may cancel at any time by giving **"you"** notice of cancellation at least 10 days before the date cancellation takes effect.

   b. When this policy has been in effect for 90 days or less, **"we"** may cancel for any reason, by giving **"you"** notice of cancellation at least 20 days before the date cancellation takes effect.

   c. When this policy has been in effect for more than 90 days, **"we"** may cancel:

      1) If there has been a material misstatement;
      2) If the risk has changed substantially since the policy was issued;
      3) In the event of failure to comply with underwriting requirements established by **"us"** within 90 days of the effective date of coverage; or
      4) If the cancellation is for all **"insureds"** under policies of this type for a given class of **"insureds."**

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

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

Under **SECTION V – GENERAL CONDITIONS**, **F. Private Pleasure Limitation** is removed in its entirety and replaced with the following:

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

Under **SECTION V – GENERAL CONDITIONS**, **G. Other Insurance** is removed in its entirety and replaced with the following:

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

Under **SECTION V – GENERAL CONDITIONS**, **J. Fraud and Concealment** is removed in its entirety and replaced with the following:

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

Under **SECTION V – GENERAL CONDITIONS**, **K. Legal Action Against "Us"** is removed in its entirety and replaced with the following:

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

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Under **SECTION V – GENERAL CONDITIONS**, the following is added:

Conformity to Law

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

Inquiries

Questions regarding **"your"** policy or coverage should be directed to:

GEICO Marine Insurance Company

1-800-283-2883

Under **SECTION VI – GENERAL EXCLUSIONS**, **A. Racing Exclusion** is removed in its entirety and replaced with the following:

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

Under **SECTION VI – GENERAL EXCLUSIONS**, **B. War, Seizure, Nuclear Exclusion**, **2.** is removed in its entirety and replaced with the following:

2. War (declared or undeclared), civil war, insurrection, rebellion, revolution, or any consequence of these;

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