## GUARDIAN GENERAL INSURANCE LIMITED

### GGO-OVS-MHP-POL-11/18 WORDING

**Marine Liability Warranties**

Warranted that the Assured is obligated and shall take steps to protect their (and/or Assurer's) interests as would reasonably be taken in the absence of this or similar insurance. The following warranties are attached and form a part of the Policy No. _____ effective _____

- Compliance with Marine and Harbour Master Regulations. As per the terms and conditions of the Shipping/Watersports Regulations vessel to seek safe haven in the event of a Hurricane Warning.
- Vessel must be in compliance with the requirements of the International Management Code (ISM) for the Safe Operation of Ships and for Pollution.
- Vessel not to carry passengers in excess of designed maximum capacity.
- No sailing during rough seas and/or storms including hurricanes and/or windstorm, tempest when alerts and warnings are given.
- That steps/stairs are at all times properly secured and kept in good working order.
- Vessel adequately crewed including experienced crew and skipper on board while cruising.
- Safe embarkation or disembarkation of passengers by way of platforms and/or steps and/or gangway at boarding locations. If safe access to and from the vessel is not present, then diligence of the captain or owner in providing assistance and procedures for safe access to and from the vessel to be implemented.
- Fire fighting and safety equipment to be kept on board and in good working order at all times.
- All machinery and equipment to be maintained in accordance with manufacturers recommendations.
- Adequate life-saving emergency oxygen and/or first aid kits and/or life vests to be kept on board and in good working order while cruising

## YACHT & PLEASURE CRAFT POLICY

This is a legally binding insurance agreement between you and us Guardian General Insurance Limited and incorporates in full the
information provided in the proposal form signed by you. We will provide the insurance coverage described in this Policy document and
its Endorsements, in return for the payment to us for the money due and compliance by you with the Terms, Provisions and Conditions
of this Policy document.

Signed on behalf of
**GUARDIAN GENERAL INSURANCE LIMITED**

## DEFINITIONS

1 ) "You and your" declaration page mean the person or persons named as the insured on the declaration page.

2) "We, us and our" declaration page mean the insurers named on the declaration page or accompanying schedule of insurers.

3) "Family' means any person related to you by blood, marriage or adoption, including foster children.

4) "Divers" means any person using underwater artificial breathing apparatus, and/or submersible mechanical or electrical devices including, but not limited to, submarines, diving bells and/or dive suits.

5) "Insured vessel' means the vessel described on the declaration page, including machinery, electrical equipment, sails, masts, spars,
rigging, furniture, and all other equipment normally required for the operation and maintenance of the vessel and which would normally be sold with the vessel.

6) "Trailer" refers to the insured vessel's trailer, which is used exclusively for that purpose.

7) "Personal Property" means property purchased and owned by you and any member of your family, provided that such property is situated on the vessel insured hereunder at the time of the loss, excluding any item that is deemed a part of the insured vessel as
defined in 5} above.

8} "Navigational limits" means all waters as limited and shown on the declaration page unless amended by endorsement declaration page.

9} "Salvage charges" means those reasonable charges and expenses which may be incurred by you if necessary, to prevent or minimise damage, injury or loss of life and with our permission, to prevent or minimise any further loss or damage covered by the Hull Section of this Policy document.

10) "Deductible' is the first amount of any claim, which must be paid by you. If a deductible is applicable to any section afforded by this Policy document, the amount will be shown in the declaration page and this amount shall be deducted from the amount payable on each claim.

1 1 ) "Bodily injury/property damage" means actual bodily injury, or damage to property which occurs during the period of this insuring agreement arising from the ownership of or use of the insured vessel.

12) "Medical Expenses" means the reasonable charges for medical care; surgery; diagnostic testing; ambulance services; hospital care; professional nursing services; prosthetic devices; prescription drugs; first aid at the time of accident; and funeral services

13) "Seaworthy' means fit for the insured vessel's intended purpose and applies not only to the physical condition of the vessel's hull, but also to all its parts, equipment and gear and includes the responsibility of assigning an adequate crew. For an insured vessel to be seaworthy, it and its crew must be reasonably proper, fit, able and suitable for its intended use.

14) "Sinking" means when the insured vessel has sunk as far as is physically possible for the vessel to sink, and is totally submergedunder water.

15) "Race or speed trial" means any event involving speed and/or of a competitive nature, whether sanctioned or not, formal or informal including, but not limited to, regattas and or rallies. "Preparing for a race or speed trial," means any navigation of the vessel necessary to ensure eligibility of either you or the insured vessel to participate in a race or speed trial. This definition also includes stunt activity.

16) "Named Windstorm" is damage relating to or resulting from a named windstorm where named by any governmental authority or agency or any numbered tropical weather pattern where named by any governmental authority or agency from the time the "named windstorm" or "numbered tropical weather pattern' impacts the area and until 72 hours later. The "Named Windstorm" or "Tropical Weather Pattern• is an area encompassed by a circle of radius not exceeding 150 nautical miles from the path of the storm's forward travel.

17) "Constructive Total Loss" means where we determine that either the reasonable cost of repairs exceed the sum insured, or where the net value being the sum insured, less than the residual value of the insured vessel, is exceeded by or in our opinion is likely to be exceeded by the reasonable cost of repairs.

18) "Actual Cash Value" means the cost to repair or replace property using materials of like kind and quality, to the extent practical.

19) "Agreed Value" means the sum insured under Section A of the schedule or any endorsement to same.

20) "Combined Single Limit' (CSL) means the maximum amount we will pay towards any sum or sums that you become legally liable to pay as a result of any one accident or occurrence arising from your operation of the insured vessel. If the Policy document
declaration page shows multiple liability limits, the maximum amount we will pay in total in respect of any one accident or occurrence or series of accidents or occurrence or single event, is limited to the amount shown as the Combined Singled Limit irrespective of the
number of claims or claimants arising from the said accident, occurrence or single event and in no circumstances shall there be any aggregation of liability limits shown on the schedule in excess of the Combined Single Limit hereunder.

21) Words of masculine gender are deemed to encompass the female gender and vice versa. Words in the singular are deemed to encompass the plural and vice versa.

22) "Piracy, pirates or assailing thieves" means an act of robbery on the high seas and/or in a port and/or at mooring and/or at anchor or any act resembling such a robbery.

## POLICY TERMS AND CONDITIONS

The following terms and conditions apply to all sections and coverages provided by this Yacht policy:

1 . ) **POLICY PERIOD**: This policy applies only to a covered loss, occurrence or event during the policy period as notified on the Cover Note

2.) **MISREPRESENTATION, CONCEALMENT OR FRAUD**: The entire policy will be VOID if, in connection with your insurance
application, whether before or after a loss, occurrence or event, any named insured or operator has:
a) Misrepresented or failed to disclose any material fact or circumstance or made any false statement related to this insurance:
or
b) Engaged in fraudulent conduct.

3.) **CHANGES IN POLICY:** This policy contains all of the agreements between you and us. The terms may not be changed or waived
except by endorsement both agreed and issued by us.

4.) **NAVIGATION:** You expressly warrant that your yacht and/or vessel and/or tender and/or dinghy will be confined to the navigational territory as shown on the Schedule. This warranty applies to all insureds/operators. Coverage will not apply during any period in which your yacht and/or vessel and/or tender and/or dinghy are outside of the named navigational territory as shown on the Cover Note unless prior written consent and agreement has been obtained by us. Please be aware that an Additional Premium may become
payable for this extension of coverage.

5.) **OTHER INSURANCE**: If at the time of loss, there is any other applicable and valid insurance, any insurance provided by this policy will be deemed excess over any other valid and collectable insurance.

6.) **SUBMISSION OF CLAIM**: We will not pay for any claim presented after one year from the date of loss or date on which the damage occurred.

**EXCLUSIONS TO POLICY TERMS AND CONDITIONS**

The following exclusions apply to all Sections and coverages provided by this Yacht policy:

**INTENTIONAL DAMAGE OR INJURY**: Coverage will not apply for any loss, damage, injury or loss of life which is intentionally caused by any covered person, regardless of whether or not such person is convicted of such act by a criminal court.

**DISHONEST OR ILLEGAL ACTS**: Coverage will not apply for any loss, damage, illness or expense that occurs while any insured/operator
is engaged in any dishonest or illegal act, regardless of whether such person is convicted of such act by a criminal court.

## SECTION 1 • HULL AND MACHINERY COVERAGE

1.01 If a sum insured is shown for Hull in the schedule, we will provide coverage for accidental physical loss of, or damage to the insured vessel, which occurs during the period of this Policy document and within the limits set out in the declaration page, subject to the Policy document provisions, terms and conditions, and exclusions herein.

1.02 Reasonable expenses incurred by you in attempting to avert or minimise a loss covered by this Policy document will be paid by us whether successful or not. These will be paid in addition to the sum insured under the Hull section and Personal Property section
however we would pay a maximum of 80% of such expenses.

1.03 We will pay salvage charges incurred by you in furtherance of "your duties in the event of a loss• as occasioned by a peril covered by this Policy document, up to the limit of the sum insured under the Hull section of this Policy document.

1.04 If the insured vessel collides with any other vessel and, you, in consequence thereof, become legally liable to pay, by way of damages to any other person or persons, an amount not exceeding the agreed value of the insured vessel, we will reimburse you
for the amount paid, up to the agreed value hereby insured.

1.05 In no case shall the foregoing clause extend to cover any amount you may become legally liable to pay in respect of removal of obstructions under statutory powers or for injury or damages to harbors, wharves, piers, stages or similar structures consequent on
such collisions, or in respect of the cargo or engagements of the Insured vessel or for loss of life or personal injury.

1.06 If both vessels are to blame, then, unless the liability of the owners of one or both vessels becomes limited by law, claims under this section shall be settled on the principles of cross liabilities, as if the owners of each vessel had been compelled to pay the owners
of the other vessel(s) such as one half or other proportion of the latter's damages as may have been properly allowed in ascertaining the amount payable by or to you in consequence of such a collision.

1.07 This principle shall apply in cases where both vessels are owned In part or in whole by you and all questions of responsibility and amount of liability between two vessels shall be left to a single Arbitrator. If this policy is subject to United States Law and Practice, both parties to agree as to the location of the arbitration, agreement not to be withheld unreasonably. If the parties fail to agree, then arbitration will take place in New York, New York State USA and a decision agreed to by two of the arbitrators will be binding.

1.08 Unless specifically agreed in writing otherwise, it is hereby noted and agreed by all parties hereto, that this Policy document shall be subject to the exclusive jurisdiction of the English Courts and to English Law and Practice. However if any incident or claim
occurs Within the jurisdiction of the United States, then and only then, if a provision is in conflict with United States law It is agreed US law would apply.

1.09 In no case shall the foregoing clause extend to cover any amount you may become legally liable to pay in respect of removal of obstructions under statutory powers or for injury or damages to harbours, wharves, piers, stages or similar structures consequent
on such collisions, or in respect of the cargo or engagements of the Insured vessel or for loss of life or personal injury.

1 . 1 0 While the insured vessel is afloat, theft cove rage shall exclude theft or mysterious disappearance of equipment or personal propertyunless occurring in conjunction with theft of the entire vessel or unless there is visible evidence of forcible entry and/or removal;
made by tools, explosives, electricity or chemicals.

1 . 1 1 Whilst on land, theft coverage is restricted to theft of the entire vessel from a locked garage, locked storage building, secured and patrolled marina, or from such other agreed storage place Guardian General underwriters have approved in writing. Mysterious
disappearance is excluded absolutely.

1.12While the insured vessel is stored on a trailer, coverage is restricted to theft of the entire vessel including equipment from a locked garage, locked storage building, or secured and patrolled marina, or a locked fenced enclosure. If secured to a vehicle the trailer
must be secured with a trailer ball lock.

1.13It is understood and agreed that this Policy document does not cover loss or damage caused by the theft of your vessel and/or equipment while stored on a trailer unless occasioned by person or persons making forced entry into the locked fenced enclosure,
garage or building and by destruction of the ball lock. Theft must be accompanied by actual force and/or violence of which there shall be visible marks made by tools, explosives, electricity or chemicals.

1.14The deductible shown on the schedule shall apply to each claim under the Policy document, including claims for actual and/or
constructive total loss of the insured vessel and claims for expenses incurred in attempting to avoid or minimise a loss covered by the Policy document. Motor vessels, subject to theft of the entire vessel, without a GPS Tracker are subject to a 5% hull deductible,
in the occurrence the standard hull deductible is higher than 5% then the largest hull deductible will apply.

1.15Loss or damage to the vessel arising from a named windstorm or a numbered tropical weather pattern shall be subject to a deductible of twice the hull/machinery deductible on the declaration page, or 4.00% of the hull sum insured, whichever is greater; this shall

apply to all claims, including actual and/or Constructive Total Loss of the insured vessel

1.16Loss or damage to the vessel relating to/or resulting from Lightning strikes shall be subject to a deductible of twice the hull/machinery deductible within the policy and shall apply to all claims including actual and/or constructive and/or compromised Total Loss of the insured vessel.

**EXCLUSIONS FOR HULL AND MACHINERY**

Unless specifically agreed by us in writing and an additional premium paid the following exclusions apply and coverage is not provided:

1.A) Damage sustained by your insured vessel whilst being transported over land, more than 150 miles from the normal place of storage, as disclosed by you.

1.B) Losses caused by or due to: wear and tear, gradual deterioration, lack of maintenance, inherent vice, weathering, insects, mould, animal and marine life, wet or dry rot.

1.C) Marring, scratching or denting of the insured vessel

1.D) Osmosis, blistering or electrolysis.
1.E) Manufacturing defects or design defects, but not limited to latent defects regarding any item of equipment of an insured vessel.

1.F) Unrepaired damage claims if the insured vessel is subsequently deemed by us an actual or agreed or Constructive Total Loss, due to an insured peril, during the Policy document term.

1.G) Damage to the insured vessel caused by theft, and/or attempted theft unless coverage would have been provided under the theft provisions and restrictions.

1.H) Theft of dinghy/tender's outboard motor unless stolen together with the insured dinghy/tender. Mysterious disappearance of the dinghy/tender is excluded.

1.1) Loss or damage to any towing vessel or dinghy and/or tender while the insured vessel is being towed.

1.J) Towing of any tender/dinghy

1.K) Losses caused directly or indirectly by ice or freezing.

1.L) Outboard motors dropping off or falling overboard.

1.M) Losses caused by delay and or loss of use and/or enjoyment of the insured vessel and or its equipment.

1.N) Your personal expenses or those of your family included but not limited to, cost of your own labour. hotel or accommodation costs, travelling expenses, repatriation or evacuation costs, car rentals and communication costs.

1.0) We do not provide coverage for loss resulting from cancellation of charters. non-collectability of fare or freight, bad debt, insolvency of agents or others, detention or demurrage of the vessel

1.P} Loss or damage to sails, sail covers, external canvases, including but not limited to Bimini tops, unless properly removed and stowed.

1.Q) Loss or damage to the insured vessel as a result of any repair yard lien being enforced, including but not limited to the arrest or detention of the insured vessel by any repair yard.

1.R) The loss of or replacement of fuel or perishable goods that are on board the insured vessel at the time of loss.

1.S) Damage existing before the inception date of this Policy document, whether you are aware of the same or otherwise.

1 T) Loss or damage to property caused by or resulting from involvement in an organized or impromptu race or speed trial, including but not limited to the preparation, practicing, qualifying and/or participation in the race.

1 . U) Loss or damage caused by or resulting from illegal, criminal, fraudulent or dishonest acts committed alone or in collusion with another by you.

1.V) Loss or damage caused by or resulting from nuclear reaction, nuclear radiation or radioactive contamination whether controlled or
uncontrolled; or however caused; or any consequence of such reaction, radiation or contamination.

1.W) Loss or damage caused by or resulting from war, including the undeclared or civil war, and war like action by military force, including but not limited to action in hindering or defending against an actual or expected attack by any government, sovereign or other
authority using military personnel or other agents.

## SECTION 2 - PROTECTION AND INDEMNITY

2.01 If a sum insured is shown under the Protection and Indemnity section of the schedule, we will provide coverage for any sum or sums which you become legally liable to pay and shall pay as a result of ownership or covered operation of the insured vessel.

2.02 The maximum amount recoverable in respect of liability claims shall be the amount shown in the insuring agreement declaration page less the deductible: such deductible will apply to each and every claim and shall form part of the maximum recoverable under
the liability section and within the Combined Single Limit of this insuring agreement declaration.

2.03 We will settle or defend as we deem appropriate any claims or suits brought against you, using attorneys of our choice. Our obligation to settle or defend all third party liability claims under this Policy document ends when we pay for damages, legal expenses, costs
and removal of wreck equals the sum insured under this section of the Policy document.

## SECTION 3 • CREW PROTECTION AND INDEMNITY

3.01 If a sum insured is shown in the "crew P&I' section of the Policy document Schedule we will extend this Policy document to cover maintenance and cure for and/or Jones Act Liability for US national(s) hired as crew, agreed by Underwriters as detailed in
the original signed application or subsequent endorsement. The maximum amount recoverable in respect of crew liability claims shall be the amount shown in the Policy document Schedule less the deductible: such deductible will apply to each crew liability
claim and shall form part of the maximum recoverable under the Protection and Indemnity sum insured and within the Combined Single Limit of this insuring agreement declaration.

## SECTION 4 • PASSENGER PROTECTION AND INDEMNITY

4.01 If a sum insured is shown in the "Passenger P&I" section of the schedule we will extend this insuring agreement to cover all sums which you become legally liable to pay to fare paying passengers or passengers carried under charter as a result of ownership or
operation of the insured vessel. We will settle or defend as we deem appropriate any claims or suits brought against you using attorneys of our choice. The maximum amount recoverable in respect of Passenger Protection and Indemnity claims shall be the
amount shown in the Policy document Schedule less the deductible, such deductible will apply to each Passenger Protection and Indemnity claim and shall form part of the a maximum recoverable under the Passenger Protection & Indemnity sum insured and
within the Combined Single Limit of this insuring agreement declaration.

**EXCLUSIONS FOR SECTION 2, 3 AND 4 - PROTECTION AND INDEMNITY, CREW P&I AND PASSENGER P&I**

Unless specifically agreed by us in writing and an additional premium paid, liability coverage is not provided for:

2.A) Your liability to your spouse, or other members of your family or persons who reside in your household, or their liability to you.

2.B) Liability assumed by you under any written and/or oral contract or agreement.

2.C) Liability which arises while the insured vessel is being transported on its own trailer or otherwise, except where the vessel is being hauled out or launched by an insured person.

2.D) Fines or penalties imposed by any State or Governmental agency
.
2.E) Punitive or exemplary damages.

2.F) Any intentional acts.

2.G) Bodily injury or death benefits which are required to be, or are covered by any State or Federal Act or Statute or any compensatory law and/or statute.

2.H) Bodily injury or death benefit to any person(s) employed by you, hired as crew or not.
2. I) Liability arising out of the transportation. including loading or unloading, of your yacht or tender or dinghy on land. sea or air.

2.J) Liability to person(s) (including scuba-divers, divers. swimmers. snorkelers) operating from the insured vessel, from the time they commence to leave the insured vessel, until they are back safely on board the insured vessel.

2.K) Liability to fare paying passengers or passengers carried under charter unless there is a sum insured is shown in the "Passenger Protection and Indemnity" section of the Schedule.

2.L) Liability for damage to any marine estuary, beaches, natural barriers. marshlands. artificial or natural reef, living or dead coral or other marine organisms. caused by the insured vessel or its operators or passengers

2.M} Liability to persons being towed, or to be towed, or having been towed in or on the water or in the air, from the time they commence to leave the insured vessel until they are back safely on board.

2.N} Loss or damage to any other vessel caused by the insured vessel in so far as the same would have been covered under the Hull/Equipment/Dinghy section of this Policy document.

2.0} Liabilities. medical expenses. costs. fees or any other related expense whatsoever arising out of illness or injury in any way related to or caused by exposure to the sun or the sun's rays either cumulatively or suddenly.

2.P)) Any claim arising from directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type Ill (HILV II) or Lymphadenopathy Associated Virus {LAV} or the mutants derivatives or variations therefrom or in any way related to Acquired Immune Deficiency Syndrome or any syndrome or condition of a similar kind howsoever it may be named.

2.Q) Any claim caused by or resulting from illegal. criminal, fraudulent or dishonest acts whether expected or intended and irrespective
of whether any charges of any type are brought as a result of such acts.

2.R) Unless specifically agreed between a Guardian General underwriter and you in writing and upon payment of the additional premium with the appropriate swim/snorkel endorsement issued. the Policy document does not cover any loss howsoever caused or any liability incurred for any individual participating in swim/snorkeling activities

2.S} Alcohol/Liquor liability is excluded absolutely.

## SECTION 5-LIMITED POLLUTION COVERAGE

5.01 If a sum insured is shown in the "Limited Pollution" section of the Schedule. we will extend this insuring agreement to include pollution cover provided that the pollution is caused by an occurrence neither intended or expected by you which takes place in its entirety at a specific time and place during the term of this insurance, became known to you within forty eight (48} hours of the pollution commencement and is reported to insurers in writing within five (5) days of becoming known to you. The maximum amount recoverable for a pollution claim shall be the sum insured shown in the "Limited Pollution" section of the Schedule less the deductible; such deductible will apply to each pollution claim and shall form part of the maximum amount
recoverable under the Protection and Indemnity sum insured and within the Combined Single Limit of this insuring agreement declaration.

## SECTION 6 - MEDICAL PAYMENTS COVERAGE

6.01 If a sum insured is shown under the Medical Payments section of the Schedule, we will pay reasonable medical expenses only necessary due to accidental bodily injury of third parties, incurred whilst embarking, disembarking or on- board the insured vessel.
These expenses must be incurred within one year from the date of the accident and will reduce any amount payable under the Protection and Indemnity section of the Policy document, arising from the same occurrence.

6.02 This coverage will be excess over any other applicable insurance.

6.03 Any sum insured under this section is our maximum liability for all claims arising from any one event, regardless of the number of persons involved. Any payment made by us under this section is not an admission of liability by us.

6.04 The deductible shown in the Schedule shall apply to each claim made under this section of the insuring agreement declaration page.

**EXCLUSIONS FOR MEDICAL PAYMENTS COVERAGE**

We do not provide medical payment coverage for:

6.A) You, your spouse, or other members of your family or persons who reside with you, or your employees or anyone that is or should be covered under a State, Provincial or Federal Act or Statute of any jurisdiction or country.

6.8) Responsibility assumed under any contract or agreement regardless of whether written or oral.

6.C) Anyone injured while the insured vessel is being transported, hauled out or launched, or while undergoing repair.
6.D) Trespassers on the insured vessel or injuries arising from any illegal and/or unlawful activity.

6.E) Anyone for whom benefits are payable pursuant to any Workers Compensation or pursuant to the a Longshoreman and Harbor Workers Compensation Act" or similar or equivalent law.

6.F) Abuse that results in bodily injury or psychological injury whether or not accompanied by physical injury. Abuse includes but is not limited to: a) actual, alleged or threatened sexual molestation; b) corporal punishment; or c) physical or mental abuse.

6.G) :Bodily Injury" that arises out of the transmission of a communicable disease by an "insured."

6.H) Bodily Injury" that arises out of the use, sale, manufacture, delivery, transfer, or possession by any person of Controlled Substances as defined by the Federal Food and Drug Law at 21 U.S.C. Sections 811 and 812, including any amendments. Controlled
Substances include, but are not limited to, cocaine, LSD, marijuana, and all narcotic or hallucinogenic drugs.

6.I) "Bodily Injury' or "property damage' that arises out of an illegal or criminal act of an "insured' including, but not limited, to illicit transportation or trade.

6.J) "Bodily Injury" that results from an intentional act of an "insured."

6.K) "Bodily Injury" that occurs while a "covered vessel" is involved in an organized or impromptu race or speed trial.

6.L) "Bodily Injury" that results directly or indirectly from war or military action including: undeclared or civil war; and warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other
authority using military personnel or other agents.

6.M) Liability to person(s) (including divers) operating from the insured vessel, from the time they commence to leave the insured vessel, until they are back safely on board the insured vessel.

## SECTION 7 • UNINSURED BOATERS COVERAGE

7 .01 If a sum insured is shown under the "Uninsured Boaters" section of the Schedule, we will provide coverage for any sums which you are legally entitled to recover from a third party vessel owner or operator, but which cannot be recovered after your diligent effort to
recover from any third party vessel owner or operator, either because they have no marine liability insurance and no realisable assets, or they cannot be identified, such as a hit-and-run operator

7 .02 The deductible shown in the Schedule shall apply to each claim made under this section of the insuring agreement

7 .03 The sum insured in respect of this coverage is our maximum liability for all uninsured boater claims regardless of people involved and the number of claims made.

7.04 In respect of Uninsured Boater claims, the combined single limit under this policy is as declared on the cover summary. Uninsured Boaters and Protection and indemnity claims will never exceed the sum insured that is shown under the Protection and Indemnity
section of the cover summary.

**EXCLUSIONS FOR UNINSURED BOATERS COVERAGE**

We do not provide coverage for:

7 .A} Claims settled without our prior written consent.

7 .B) Loss due to an uninsured vessel which is a Government vessel.

7.C) Loss due to a vessel operated or owned by you.

7.D) Loss where no physical damage to your insured property exists, evidencing collision.

7.E) Loss due to a vessel which has qualified under any governmentally approved self-insurance plan.

7.F) Loss where no written report has been made to the Police, Coast Guard or any appropriate authority, of the loss/occurrence and its circumstances, such report to be submitted to Insurers.

7.G) Loss due to an unidentified vessel unless there is a disinterested witness to the loss. No family member of any degree of affinity shall be deemed to be a disinterested witness.

## SECTION 8 • TRAILER COVERAGE

8.01 If a sum insured is shown under the "Trailer" section of the Schedule, we will provide coverage for accidental physical loss of/or damage to the trailer if it is used exclusively for the transportation of the insured vessel insured under the Policy document.

8.02 Claims will be paid up to the limit of the sum insured, on the basis of the actual cost of repairing or replacing the trailer with a trailer of like kind and value.

8.03 Reasonable expenses incurred by you in attempting to avert or minimise a loss covered by this Policy document will be paid by us, whether such attempts are successful or not. These will be paid in addition to the sum insured under the trailer section without
application of the deductible shown in the Schedule, but only up to 80% of such expenses.

8.04 Theft of the trailer is covered if the trailer is stolen from a marina, locked garage or locked storage building, or from such other storage place and subject to such storage conditions as we have prior approved in writing.

8.05 The deductible shown in the Schedule shall apply to each claim under the Policy document except for claims for actual or constructive total loss of the insured vessel plus the trailer and claims for expenses incurred in attempting to avoid or minimise a loss covered
by the Policy document.

**EXCLUSIONS FOR TRAILER**

We do not provide coverage for:

8.A) Damages sustained whilst being transported over land, more than 150 miles from the normal place of storage.

8.B) Losses caused by or due to wear and tear, gradual deterioration, lack of maintenance, inherent vice, weathering, insects, mould, animal and marine life, wet or dry rot.

8.C) Marring, scratching or denting.

8.D) Manufacturing defects or design defects, including latent defects

8.E) Tyre damages.

8.F) Losses resulting from exceeding the manufacturer's recommended maximum load or speed specifications.

8.G) Losses caused directly or indirectly by ice or freezing.

8.H) Your personal expenses or those of your family included, but not limited to, cost of your own labour, hotel or accommodation costs,car rentals, or communication costs.

## SECTION 9 - PERSONAL PROPERTY COVERAGE

9.01 If a sum insured is shown under the "Personal Property" section of the Schedule, we will provide coverage for direct loss or damage to personal property from any accidental cause, whilst the property is onboard, being loaded onto, or unloading from the insured vessel. Cover included for Fishing rods and tackle, unless permanently affixed to the vessel. Cover is for theft only where there is evidence of forcible entry and/or violent entry and removal from your locked boat or vessel storage area.

9.02 Theft losses shall only be recoverable in accordance with the conditions detailed under the Hull Section of the Policy document declaration page. Our maximum liability in respect of all claims arising from one event is the amount of the sum insured and our maximum liability for any one item; pair or set is US$5,000.

9.03 Claims will be settled on the basis of actual cash value of personal property, less the deductible shown in the Policy document declaration page.

**EXCLUSIONS FOR PERSONAL PROPERTY**

We will not cover loss or damage to:

9.A) Money, cameras, jewellery, watches, traveller's cheques or any form of paper of value, furs, china, glass and silverware, antiques, collectibles, mobile/cell phones, computer software or computer hardware (including lap-top computers).

9.B) i) Fishing gear which is permanently affixed to the insured vessel, unless the insured vessel shall become an actual or constructive total loss.
ii) Fishing nets, pots and/or traps.

9.C) Wear and tear, gradual deterioration, inherent vice, corrosion, damage due to changes in humidity or temperature or mechanical or electrical failure.

9.D) Breakage of articles of a brittle nature unless caused by the vessel being stranded, sunk, burnt, on fire, or in collision or by stress of weather, burglars or thieves.

9.E) Loss of water-skis or diving equipment, unless as a result of fire, or theft following forcible entry, or a total loss of the insured vessel.

## GENERAL CONDITIONS AND WARRANTIES

1 ) This Policy document does not cover any loss or damage caused by your failure to exercise due diligence properly to manage the insured vessel or maintain it in a seaworthy condition.

2) This Policy document incorporates your entire application for insurance and it constitutes the entire contract between us. At your request, various provisions of this Policy document may be varied but only with our prior written approval and agreement.

3) This Policy document does not cover any loss or damage, which occurs after the expiration of its term. However, if you have been at sea in the scheduled vessel for at least 24 hours and this Policy document expires other than due to cancellation, you may renew
or reinstate the Policy document at such time as the scheduled vessel arrives safely at its next port of call and for a further 24 hours thereafter, provided that you contact us during that 24 hours and make the necessary arrangements required by us to renew or reinstate the Policy document.

4) This Policy document may be cancelled by either you or by us at any time, subject to 10 days prior written notice. If it is cancelled by us, we will pay you a pro rata return of premium. If you cancel it, we shall pay you a short rate return of premium calculated as pro
rata less 10%. However, if the policy is cancelled within the first 90 days, 25% of premium will be deemed as fully earned. Cancellations due to sale of the insured vessel or non-payment of the due premium are deemed to be cancellations by you.

5) In the event of a claim under this Policy document the premium is deemed as being fully earned.

6) It is hereby agreed that your brokers or any substituted brokers ("whether surplus lines approved or otherwise or duly licensed to act as your insurance agent, broker or intermediary or not"), shall be deemed to be exclusively the agent(s) of you and not of us in any and all matters relating to, connected with or affecting this insurance. Any notice given or mailed by or on behalf of us to the said brokers in connection with or affecting this insurance, or its cancellation, shall be deemed to have been delivered to you.

7) We need not accept or pay for any property abandoned by you. At our option however we are entitled to the salvage value of any property or equipment where we have settled a claim in full under this Policy document, in respect of such property or equipment.

8) If you give up your rights or our rights to recover damages from any third party who may be liable to you, denying us the benefit of the right of recovery, payment of any admissible loss under this Policy document shall be reduced by the amount we have been denied.

9) We will not pay for any loss resulting from

i) Radioactive contamination, or nuclear reaction
ii) War declared or not, civil war, insurrection, riot, civil commotion, unlawful assembly, rebellion, revolution or the consequences of any of these
iii) Capture, seizure, arrest, restraint or detainment by any government power or authority, lawful or otherwise.
a. Notwithstanding the foregoing the Assured shall notify insurers of any capture, seizure, restraint or detainment of any vessel(s) covered under this policy, within ten (10) days of the actual appropriation of said vessel(s).

b. The Assured shall file a written complaint opposing the appropriation and/or procedure and/or correctness of said confiscation, within ten (10) days of the actual appropriation of said vessel(s) and file with the proper authorities, at the Assured's expense, whatever bond is necessary in order to take immediate possession of the vessel(s).

iv) The actions of pirates, piracy or assailing thieves. This exclusion is not applicable to: Coastline of USA and Canada, Gulf of Mexico, Waters of Caribbean Sea.

10) If we take steps to protect the damaged or endangered property, this action does not constitute acceptance of abandonment of that property by us.

1 1 ) If any insured person has any other relevant insurance for a property damage loss covered by this Policy document, we will only pay the proportion of the claim which our sum insured bears to the total of all the sums insured covering the loss. If this insuring
agreement provides liability coverage, this insurance shall be excess over all other valid and collectible insurances.

12) Unless it is agreed between us and you in writing, and the appropriate endorsement issued, this Policy document does not cover any loss or liability incurred during a race or speed trial or during preparation, setup and/or takedown for a race or speed trial.

13) Unless we agree in writing to the contrary, if we request a survey of the insured vessel then such survey must be received by us within 45 days of the effective date of this agreement. If the survey contains any recommendations with respect to the insured vessel,
then it is warranted that all such recommendations are completed prior to any incident that may give rise to a claim hereunder, by skilled workmen using fit and proper materials and that you have signed a compliance form to that effect.

14) The insured vessel shall be valued at the agreed valuation shown in the Schedule or on any endorsement thereto issued by us.

15) If the hull is made in whole or in part of plywood, fibreglass, metal or other material of similar nature its repair shall be made by applying suitable patches to the damaged hull area in accordance with generally accepted good repair practice. It is a condition of
this insurance, in respect of any damage occurring to the vessel or any of its parts, components or fittings which requires replacement of planking or wood, structural or nonstructural, insurers have the option to elect any such damage be repaired using any suitable alternative hardwood or softwood.

16) This Policy document does not cover the cost or expense of painting or impregnating colour beyond the immediate damaged area or areas.

17) We have the right to settle any physical loss or damage claim under this Policy document, either by making payment to you of the estimated loss agreed between you and us, or by making repairs or replacements, like with like, for your lost or damaged property.

18) No suit or action on this Policy document for the recovery of any claim will be sustainable in any court of law or equity, unless you have fully complied with all the requirements of this Policy document, nor unless commenced within one (1) year from the date of
the happening or the occurrence out of which the claim arose. However that where such limitation of time is prohibited by law or
statute wherein this Policy document is issued, then, and in that event, no suit or action under this Policy document shall be sustainable unless commenced within the shortest limitations permitted under such law or statute.

19) Unless specifically agreed in writing otherwise, it is hereby noted and agreed by all parties hereto, that this Policy document shall be subject to the exclusive jurisdiction of the English Courts and to English Law and Practice. However if any incident or claim occurs

within the jurisdiction of the United States, then and only then, if a provision is in conflict with United States law it is agreed US law would apply.

20) Neither this Policy document nor any document issued pursuant to this Policy document shall confer any benefits on any Third Parties. No Third Party may enforce any term of this Policy document or any provision contained in any document issued under
this Policy document.

21) It is warranted an insured vessel insured as a bareboat charter vessel shall be rented to others subject to a bareboat charter agreement that shall include an "Indemnification and Hold Harmless" agreement in favour of insurers. Failure to provide such
"Indemnification and Hold Harmless" protection for insurers in writing shall be grounds to avoid a claim under this policy. All deductibles are doubled when under bareboat charter.

22) Where a lay-up period has been specified within the Policy document Schedule, it is warranted that the scheduled vessel will not be used, navigated or utilised, in any manner whatsoever, during the dates so specified This includes, but is not restricted to, living
on board the insured vessel.

23) No coverage is provided under this policy when the insured vessel(s) is/are being operated by anyone other than those listed as operators including those listed on any bareboat charter agreement.

24) The Contracts (Rights of Third Parties) Act 1999 is hereby expressly excluded from this from this Policy document, including any other document issued pursuant thereto.

25) Unless specifically agreed between a Guardian General underwriter and you in writing and upon payment of the additional premium and the appropriate endorsement issued, this Policy document does not cover any loss howsoever caused and or any liability
incurred whilst the insured sailing vessel hereon is operated by one person only, i.e. "single handed".

26.) **MISREPRESENTATION, CONCEALMENT OR FRAUD:**

The coverage provided by this policy is solely dependant on the statements
made on the application. If you or any insured/operator conceals or misrepresents any material fact or circumstance, whether before
or after a loss, this policy is VOID and you will no longer be protected by it.
Failure to comply with any warranty will void this agreement from Inception

**Refit, Repair and Hot Work Clause**
It is a condition of this policy that you will, whenever the Vessel is contracted to undergo any refit, repair or hot work:
i) Give advance notice of arrival at yard or commencement of works
ii) Ensure the yard and/or other contractors carry current and operative liability insurance indemnifying the yard and/or others in respect
of all liabilities towards You and the Vessel up to at least the lesser of the insured value of the Vessel and provide evidence of such
coverage to us in the form of a copy of the relevant valid insurance certificate
iii)Ensure the yard and/or other contractors impose no contractual exclusion(s) or limitation(s) of liability, nor any waiver or other
limitation(s) of our subrogated rights of recovery

Provided we are given notice in accordance with (i) above, we may at our discretion, waive (ii) and/or (iii) above on terms to be agreed.

**Institute Radioactive Contamination. Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause**
**CL 37010/11/2003**

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

**Institute Cyber Attack Exclusion Clause**
**CL 380 10/11/2003**

1 . 1 Subject only to clause 1 . 2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused
by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system,
computer software programme, malicious code, computer virus or process or any other electronic system.
1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising
therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1 . 1
shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or
computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any
weapon or missile.

**OPA Disclaimer Clause**

Oil Pollution Act 1990 Disclaimer This Policy of Insurance or an Endorsement hereto is evidence only of the contract of indemnity
insurance between the Insured (s) and the Insurer and shall not be construed as evidence of any undertaking, financial or otherwise, on
the part of the Insurer to any other party. In the event that an Insured tenders this Policy/Endorsement as evidence of Insurance under
any applicable law relating to financial responsibility, including but not limited to the Oil Pollution Act 1990 or any similar Federal or State
Laws, or otherwise shows or offers it to any other party as evidence of insurance, such use of the Policy/Endorsement by the Insured is
not to be taken as any indication that the Insurer thereby consents to act as guarantor or to be sued directly in any jurisdiction whatsoever,
the Insurer does not so consent.

**Sanction Limitation and Exclusion Clause**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any
sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

**Jet Ski Coverage Limitations**

This contract does not provide coverage for bodily injury, illness, disease, death or property damage arising out of any use of Jet Ski of
any kind. It is also noted that Hull and Machinery coverage for Jet Ski(s) is restricted to Total or Constructive Total Loss only of the Jet
Ski(s). Hull and Machinery exclusions, in Section 1 of this policy, are applicable to Jet Ski(s).

**Sexual and/or Physical Abuse and Harassment Exclusion**

This insurance does not apply to any injury sustained by any person arising out of or resulting from:

A: Sexual and/or Physical Abuse or Harassment by any person whosoever, regardless of degree of culpability or
intent and whether the acts are alleged to have been committed by the insured or any representative, officer, agent. servant
or employee of the insured or by any other person: or
B: Any actual or alleged negligent act or omission in the:
1.:Employment;
2:lnvestigation:
3:Supervision;
4:Reporting to the proper authorities or failure to so report; or
5:Retention of a person for whom the insured is or ever was legally responsible, which results in Sexual and/or Physical
Abuse: or
C: Any actual or alleged negligent act or omission in the prevention or suppression of any act of Sexual and/or Physical Abuse

or Harassment. Sexual and/or Physical Abuse or Harassment are defined as sexual or physical injury or abuse, including
but not limited to assault and battery, negligent or deliberate touching, corporal punishment and verbal, mental or emotional
abuse or harassment of any person.

**Mandatory Non-Binding Mediation**

With respect to any dispute concerning coverage or loss owed pursuant to this Policy document you agree to submit such dispute in the first instance to mandatory non-binding mediation. Such mediation shall be a condition precedent to any litigation between you and us. The location of the mandatory mediation shall be at a site mutually agreed on by you and us and neither shall unreasonably withhold such agreement- The withholding of agreement to non-binding mediation in the city where the policy was delivered or the loss occurred
shall be presumptively unreasonable and good cause must be shown for the withholding of such agreement. If the parties cannot agree on a location for the mediation, it shall take place in the jurisdiction where the loss occurred. The cost of the mediation shall initially be borne equally by you and us. The ultimate cost may be the subject of negotiation during the
mediation. If the mediation is unsuccessful, it is agreed that the cost of the mediation shall be taxed as a court cost in any subsequent litigation. The parties shall mutually agree on a mediator. If no mutual agreement is reached, than the insured shall have the right to select the mediator provided that he initially bears the full cost of the mediation. If the insured is unwilling to initially bear the full cost of the mediation in exchange for the right to select the mediator, than the same right shall pass to the insurer(s).

..
The insurer has the right to obtain an Examination Under Oath of the insured before any mediation takes place.

Mediation shall take place within thirty (30) days of demand by either you or us provided a satisfactory proof of loss has been previously furnished and any requested Examination Under Oath has been completed. If the insured makes a demand for mediation before both satisfactory proof of loss and any requested Examination Under Oath have been completed, then mediation shall take place within thirty (30) days of the completion of both the satisfactory proof of loss and any requested Examination Under Oath. The mediation shall be subject to a standard mediation confidentiality agreement.

**US Litigation**

If mandatory non binding mediation is unsuccessful, you may only file suit in the following United States District Courts, in either the jurisdiction where the claim originated or closest in proximity to were the claim originated:

(1) United States District Court, Southern District of New York;
(2) United States District Court, Southern District of Florida;
(3) United States District Court, Eastern District of Louisiana; and
(4) United States District Court, Southern District of Texas.

Only in the event the United States District Courts lack subject matter jurisdiction over any dispute arising under this Policy document, it is agreed that litigation may only be instituted in the State District Court (8Not County, City or Parish Court') in the city where the United States District Courts listed above sit. (The parties agree that no litigation between you and us shall be tried by jury.)

**Joint Excess Loss Committee Information Technology Hazards**

Losses otherwise recoverable under this Policy arising directly or indirectly out of:

(a) loss of or damage to or

(b) a reduction or alteration in the functionality or operation of

a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in or connected with computer equipment or non computer equipment, whether the property of the policyholder or not, shall not be aggregated.
If such losses are caused directly by one or more of the following physical perils, namely theft of equipment, collision, sinking, grounding or stranding of carrying Vessel, overturning or derailment of land conveyance, jettison or washing overboard, fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow

Then this clause shall not prevent the aggregation of losses if otherwise permitted under the Terms of this Policy if they are caused by any such peril(s).

**Terrorism Exclusion**

The Policy excludes any loss, damage, liability or expense arising from:

(a) terrorism; and or
(b) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism
For the purpose of this Endorsement, "terrorism" means any act(s) of any person(s) or organization(s) involving:
i) the causing, occasioning or threatening of harm of whatever nature and by whatever means
ii) putting the public or any section of the public in fear
in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organization(s) concerned are wholly or partly of a political, religious, ideological or similar nature.
If the Underwriter asserts that any loss, damage, liability or expense is not covered by reason of this Endorsement it shall be for the Assured to prove the contrary.

**Electronic Date Recognition**

This Endorsement shall prevail notwithstanding any provision whether written typed or printed in this Policy inconsistent herewith.

1 . This Policy does not cover loss, damage, liability or expense arising from or in any way connected, whether directly or indirectly with:

(a) the actual or anticipated failure or inability of any computer or electronic device or component or system or software or embedded programming whether or not belonging to or in the possession of the direct Assured:
i) correctly and unambiguously to assign any date to the correct day week, year or century
ii) correctly to recognize sequence or compute any date which is or is intended to be beyond 31st December
1998
iii) to continue to operate as it would have done had its current date, the true date and any other date relevant to any function being carried out by it been prior to 1st January 1999
(b) the use of any arbitrary, ambiguous or incompletely defined date or date like code in any data, software or embedded programming
(c) any measures taken whether preventative, remedial or otherwise with the intention of averting or minimizing any of the above

2. Notwithstanding 1(a) and 1(b) above, this Policy shall be extended to include

(a) loss or damage arising from physical loss of or physical damage to tangible property.
(b) liability for actual or alleged bodily injury.
(c) liability for physical loss of or physical damage to tangible property owned by another person and resulting loss of use of such physically lost or physically damaged property.
provided that such loss damage or liability above is within the Terms Conditions and Exclusions of this Policy.

3. For the purposes of 2. above, tangible property shall not include:

(a) any data or embedded programming however stored or conveyed;
(b) any computer or electronic device or component or system or software, other than where such property forms part of an Insured cargo or ship's machinery, which is in any way connected whether directly or indirectly with loss or damage claimed or from which such loss or damage arises.

4. This Endorsement shall not include loss, damage, liability or expense arising from any contract solely designed to cover losses arising from any matter referred to in 1 . above

5. In calculating the net loss under this Policy, the Assured shall not treat any matter referred to in this Endorsement as a basis of aggregation or in itself as an event or cause for the purpose of aggregation.

**YOUR NON-DELEGABLE DUTIES IN THE EVENT OF A LOSS**

1 ) Immediately take all possible steps to minimise the loss and protect the insured vessel from further loss or damage. Failure to do so may invalidate your insurance coverage or reduce the amount of any claim that may be payable hereunder.

2) As soon as reasonable and possible give us direct written notification of ANY loss and its circumstances to: Guardian General Insurance Limited, Newtown Center, 30-34 Maraval Road, Port of Spain, Trinidad and Tobago

3) Comply with any reasonable request made of you, by us with regard to the loss, including but not limited to an Examination Under Oath.

4) Advise the Police, Coast Guard, or any appropriate authority of the loss and its circumstances.

5) Give us an opportunity to examine the damaged property before it is moved, repaired and/or discarded.

6) Submit a claim form and sworn signed statement if requested, describing the loss, together with two estimates of repair cost and/or records to substantiate the amount of the loss.

7) Neither assume any obligation, nor admit liability without our express written permission to do so.

8) Immediately forward to us any legal papers or notices received in connection with the loss.

9) Co-operate with us in the investigation, defence or settlement of any loss and agree to be examined under oath if we so request

10) Allow examination by physicians of our choice, if requested.

11 ) Assist us in obtaining copies of medical records and reports, if requested.

12) Provide us a proof of loss and discharge of liability once the amount of the claim under this Policy document has either been agreed with you or paid in full by us.

13) Preserve your right of recovery from others. When we pay a loss, your right to recover becomes ours up to the amount of our payment together with any legal fees and expenses. You must also co-operate with us to recover the losses we may pay. Any amounts
recovered from others belong to us up to the amount of our payment along with possibly our legal fees and expenses.

## ADDITIONAL ENDORSEMENTS

**THE FOLLOWING ENDORSEMENTS APPLY ONLY IF THEY ARE SPECIFICALLY INCORPORATED BY REFERENCE IN THE**
**SCHEDULE**

Endorsement 1.
Endorsement 2.
Endorsement 3.
Endorsement 4.
Endorsement 5.
Endorsement 6.
Endorsement 7.

**MEDICAL EXPENSES EXTENSION**

In the event of any bodily injury to the Assured caused by violent, accidental, external and visible means, sustained as the direct result of the Insured Vessel sinking or being in collision with another Vessel or with any external object other than water, we will pay up to a maximum of $1,000.00 per claim and up to $2,500.00 per Policy Period for any doctor's or surgeon's fee.

**JURISDICTION CLAUSE**

Unless specifically agreed in writing otherwise, it is hereby noted and agreed by all parties hereto, that this Policy document shall be subject to the exclusive jurisdiction of the English Courts and to English Law and Practice. However if any incident or claim occurs Within the jurisdiction of the United States, then and only then, if a provision is in conflict with United States law it is agreed US law would apply.

**MULTI-HULLS CLAUSE**

In the event of damage to one or more of the Vessel's hulls, this Policy shall pay only the reasonable cost of repairs and no claim shall be admitted for replacing one or more hulls unless the cost of such repairs would exceed the cost of replacement.

**SONIC BANGS EXCLUSION CLAUSE**

This Policy does not cover loss, destruction or damage occasioned by pressure waves caused by aircraft and other aerial devices traveling at sonic or supersonic speeds.

**UNATTENDED VESSELS WARRANTY**

It is warranted that whenever the Vessel is left unattended on a road trailer, the trailer shall be immobilized by use of wheel clamps or other anti-theft devices designed for trailer protection.

**LIFE SAVING EQUIPMENT WARRANTY**

It is hereby warranted that adequate Life Saving Equipment is kept on board and is properly maintained at all times whilst the Vessel is In Commission.

**TRAILER EXTENSION**

The trailer specified in the Schedule is covered against loss or damage caused by external accidentalmeans or by theft if stolen with the entire Vessel or if following upon forcible entry into a place of storage up to the limit stated in the Schedule for this item.

Endorsement 8.
Endorsement 9.
Endorsement 10.

**OUT BOARD MOTOR EXTENSION**

This Policy is extended to cover the risks of the outboard motor dropping off or falling overboard.

**NAMED WINDSTORM EXCESS CLAUSE**

Loss of or damage to the Insured Vessel arising from a Named Windstorm and incurred during the period of 1st July to 30 November (both dates inclusive) and occurring within the waters North of 12 degrees 40 mins North West of 55 degrees West South of 35 degrees North Not West of 1 1 0 degrees West shall be subject to a 100% increase in the Excess (stated in the Schedule) which shall apply to each andevery claim INCLUDING TOTAL LOSS of the Insured Vessel

**Definition - "Named Windstorm"**

A Named Windstorm is a tropical weather pattern which has been given a specific name by the NationalHurricane Centre of Miami, Florida.Named Windstorm damage is damage related to or resulting from a named tropical weather pattern from the time the "named windstorm" or tropical weather pattern impacts the area until 72 hours later.
The area of the "named windstorm" or tropical weather pattern is an area encompassed by a circle of radius
not exceeding 150 nautical miles from the path of the windstorm's forward travel.

**NAMED WINDSTORM EXCESS CLAUSE - BUY BACK EXTENSION**

In consideration of the additional premium agreed, claims incurred from a named windstorm within the period 1st July and 30 November (both dates inclusive) and occurring within the waters defined under the Named Windstorm Excess Clause attached hereto shall not be subject to the increased Excess stated in the Named Windstorm Excess Clause. However, the original Policy Excess stated in the Schedule shall apply to all claims including claims for Total Loss (Actual or Constructive) of the Insured Vessel.