

David Anderson

From: Dave Farrell <sealaw@LIVE.COM>
Sent: Tuesday, December 19, 2017 5:34 PM
To: David Anderson; Richardhumphrey@richardhumphreylaw.com
Cc: Liam T O'Connell; Sean O'Leary
Subject: NLFIC and BoatU.S. v. Nathan Carman; D.R.I. Civil Action No. 17-0038-S-PAS
Attachments: 201712193985989-15.pdf

Dear Mr. Anderson:

As requested, attached is a certified copy of Mr. Carman's BoatU.S. Yacht Policy with all endorsements.

Very truly yours,

David J. Farrell, Jr.



Chatham and Salem, Massachusetts USA
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S. Chatham, MA 02659
508.432.2121 x 15 Office
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Issued through



BoatU.S. YACHT POLICY

880 S. Pickett Street
Alexandria, VA 22304
1-800-283-2883

DECLARATIONS PAGE

05557939
NATHAN CARMAN
3043 FORT BRIDGMAN RD
VERNON VT 05354-9451

Policy No. 3985989-15 NEW

OPR

Policy Period: From 12/22/2015 to 12/22/2016 beginning and ending at 12:01 A.M. at the address of the Insured on this page.

Company: NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Upon the Yacht 1974 JC 31 CRUISER MSZMT502J303
YEAR MANUFACTURER LENGTH TYPE IDENTIFICATION NUMBER

COVERAGE IS PROVIDED ONLY WHERE AN AMOUNT OF INSURANCE IS SHOWN.			
COVERAGES		AMOUNT OF INSURANCE/LIMITS	PREMIUM
A	Boat and Boating Equipment	Amount of Insurance and Agreed Value \$ 66,200	Incl
A1	Investigative Services	Limit Each Boat \$ 5% of Coverage A	Incl
A2	Commercial Towing & Assistance	Each Incident, maximum 2 incidents per year \$ 250	Incl
B	Boating Liability "Protection & Indemnity"	Liability Limit Each Accident, Bodily Injury & Property Damage \$ 300,000	Incl
B1	Fuel and Other Spill Liability	Limit Each Accident \$ 854,400	Incl
C	Longshore and Harbor Workers' Compensation	Limit of Liability \$ Statutory	Incl
D	Medical Payments	Limit Per Person Each Accident \$ 10,000 Supplemental Family Member - Limit Per Person, Each Accident \$ 25,000	Incl
E	Boat Trailer	Amount of Insurance and Agreed Value \$ None	N/A
F	Personal Effects	Amount of Insurance \$ 2,500	Incl
G	Uninsured Boater	Limit Each Accident \$ 300,000	Incl
		Total Premium	\$ 1,734.44
		No-Loss Credit	\$ 173.44
		Net Annual Premium	\$ 1,561.00

FORMS AND ENDORSEMENTS made a part of this Policy at time of issue:
E948 A101 A105 VT96

DEDUCTIBLES: \$1324 Applicable to Boat and Boating Equipment.
\$50 Applicable to Boat Trailer, Coverage E only
\$50 Applicable to Personal Effects, Coverage F only

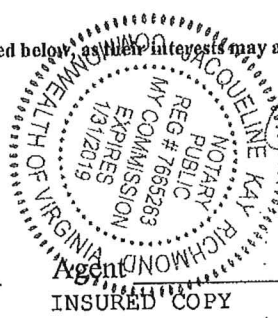
CRUISING LIMITS: While afloat, warranted the insured Yacht shall be confined to the waters indicated below:
(There is no coverage outside of this area without the Company's written permission.)
Atlantic coastal and inland waters tributary thereto of the U.S. and Canada between St. John, New Brunswick and Jacksonville, Florida, inclusive.

Loss, if any, payable to Named Insured and the Loss Payee printed below, as their interests may appear.

County/City of Alexandria
Commonwealth/State of Virginia

Certified this 19th day of Dec, 2017
exact reproduction of the original document

Ray Richmond
Notary Public
My Commission Expires: 1/1/2019



Print date 12/22/2015

Kimberly

YACHT POLICY



County/City of Alexandria
Commonwealth/State of Virginia

I certify this to be a complete, full, true and exact reproduction of the original document

Certified this 19th day of Dec, 2017

Jacqueline Kay Richmond
Notary Public

My Commission Expires: 1/31/2019



**National Liability & Fire Insurance Company
Stamford, CT
A Stock Company**

Welcome Aboard!



We are delighted that you are participating in the BoatU.S. Marine Insurance Program. The policy you are holding is designed by and especially for a recreational boat owner like you.

This policy booklet explains, in plain language, what you as the policyholder can expect the insurance company to provide in the event of an accident involving your boat. It also explains your duties and responsibilities.

The Declarations Page (included in this mailing) contains the values, limits, dates and special endorsements that apply to your individual policy coverage.

The professionals at BoatU.S. understand what boat ownership and boating mean to you. The best service available will be there when you need it. Call us toll free, any working day, any time you have a question: 1-800-283-2883.

TO REPORT A CLAIM, 7 DAYS A WEEK

1-800-937-1937

In the Event of an Accident

- See to the welfare of any injured people.
- Do not discuss fault or cause.
- Notify the appropriate local officials.
- Notify BoatU.S. immediately!

This message does not change, modify or invalidate any of the terms or conditions of your policy. Please read your entire policy and especially direct your attention to the policy limits and exclusions.

PI003

Table of Contents

YACHT POLICY

Declarations Page and any Endorsements.	Insert
Insuring Agreement.	1
In the Event of a Loss.	2
Coverage A - Boat and Boating Equipment.	2
Coverage A1 - Investigative Services.	5
Coverage A2 - Commercial Towing and Assistance.	5
Coverage B - Boating Liability.	6
Coverage B1 - Fuel and Other Spill Liability.	7
Coverage C - Longshore and Harbor Workers' Compensation.	7
Coverage D - Medical Payments.	8
Coverage E - Boat Trailer.	8
Coverage F - Personal Effects.	9
Coverage G - Uninsured Boater.	9
General Conditions.	10

Quick Reference Guide

Agreed Hull Valuation.	3	Liability/Lawsuits.	6
Boat Damage.	3	Longshore and Harbor Workers' Compensation.	7
Boating Equipment Covered.	3, 4	Medical Payments.	8
Cancellation.	10	Newly Acquired Boat.	3, 4
Chartering — Private Pleasure Limitation.	10	Newly Acquired Boat Trailer.	8
Claims: What to Do.	2	Operating Other Boats.	6
Consequential Damages.	3, 4	Personal Property.	2, 9
Deductible — Boating and Boating Equipment	4	Property Damage Liability.	6
Trailer.	8	Repair Guarantee.	4
Personal Effects.	9	Repairs to Your Boat.	4
Definitions.	1	Sale of Boat and Trailer.	10
Dinghy.	1, 2	Sue and Labor Coverage.	2
Exclusions: see General Conditions and specific Coverages above		Trailer.	8
Fuel Spill.	7	Uninsured Boater.	9
Governmental Seizure.	11	Use of Boat - Private Pleasure Limitation.	10
Insuring Agreement.	1	What Is Covered.	2
Investigative Services.	5	Where Covered.	10
Land Transportation: see "Where Covered" and Coverage B, B1 and D exclusions		Wreck Removal Coverage.	6

Yacht Policy

Insuring Agreement

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

Definitions

In this policy certain words are defined as follows:

"Agreed value" means the value stated under Coverage A, Boat and Boating Equipment or Coverage E, Boat Trailer on the Declarations Page. The value stated under Coverage A, Boat and Boating Equipment, includes boating equipment regularly carried aboard as well as a dinghy and its outboard engine, if any.

"Dinghy" means a boat not to exceed 15' length overall, including an outboard motor that does not exceed 25 horsepower if so equipped. The dinghy must be primarily used as

"Newly acquired boat" is a boat which you purchase during the policy period provided you notify us in writing within 30 days of purchase of this newly acquired boat and pay any additional premium. A newly acquired boat shall be deemed the insured boat for all purposes except valuation, and shall be subject to the conditions and limitations of the policy.

"Obsolete" or "obsolescence" is defined as the loss of value due to changes in technology, not physical loss or damage, which render the item no longer useful.

"Personal watercraft" means any vessel less than 13' length overall designed to be operated by a person or persons sitting, standing, or kneeling on the vessel rather than within the confines of a hull.

"Property damage" is defined as direct physical injury to, or destruction of, tangible property.

"We", "us", and "our" refer to the Company providing this insurance.

"You", "your", "insured", and "insured person" mean any insured named on the Declarations Page, the spouse of any insured named on the Declarations Page, a family member

the tender to the Insured boat listed on the Declarations Page.

"Family member" means any person related to you by blood, marriage, or adoption, including a ward or foster child, who resides in your household.

"Fuel spill" means the unintentional discharge, leakage or spillage of petroleum products or chemicals.

"Household" means you and any person related to you by blood, marriage, or adoption, including a ward or foster child, residing in a fixed, permanent place of abode, where the intent is to return to that place, despite periods of temporarily living elsewhere or temporary absences.

"Insured boat" and **"the boat"** refer to the boat which is named on the Declarations Page, or to a newly acquired boat.

"Insured value" means the agreed value of the Insured boat or trailer, as shown on the Declarations Page.

"Named Insured" means the Insured(s) named on the Declarations Page.

of any Insured named on the Declarations Page, any officer, director, partner or shareholder of any Insured named on the Declarations Page, the spouse of any officer, director, partner or shareholder of any Insured named on the Declarations Page, or any other person or organization using the Insured boat with your permission and without compensation. If the Named Insured(s) on the Declarations Page is not an individual or individuals, then "you", "your", "insured", and "insured person" is defined as the legal entity named on the Declarations Page and also includes, and is limited to, those warranted operators added to the policy by written endorsements. No boating liability coverage is provided for a paid captain or paid crew member of yours or of the Insured boat, or for any agent paid to operate, maintain or work on the Insured boat in any capacity, or for any person, organization or agent operating a repair yard, marina, yacht club, sales or chartering agency or other marine business. However, you are covered for your legal liability arising out of any damages caused to others by a non-Insured person, organization or agent.

In The Event of A Loss

Actions To Take—"Sue and Labor Coverage"

A. Immediately upon a loss, you must:

1. Take all necessary steps to protect the 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 Coverage A of this policy. This Sue and Labor Coverage is in addition to those coverages noted under Coverage A. We do not cover your labor or personal expense nor any amount in excess of the agreed value.
2. Give us immediate notification of the loss and its circumstances.

B. Following a loss you must:

1. Give us the opportunity to inspect the damaged boat or equipment before it is repaired or discarded.
2. Submit a statement describing the loss and any records

needed to verify the loss, its amount, and your interest in any property damaged or lost.

3. Assume no obligation, admit no liability and incur no expense for which you or the Company may be liable without our written permission, other than reasonable expenses incurred to protect the property from further damage.
4. Immediately notify us about and forward to us any legal papers or notices received in connection with the loss.
5. Cooperate with us in the investigation, defense, or settlement of any loss, and agree to be examined under oath if we so request.
6. Allow examinations by physicians of our choice, when pertinent to the loss.
7. Help us to obtain copies of medical reports and records.
8. Give us a final notarized statement, which shall be called "Proof of Loss", if requested.

Payment Of Loss

After we receive all statements and supporting papers, we will promptly process your claim. Upon agreement with you of the amount to be paid, we may ask you to complete a notarized Proof of Loss.

After submission of the Proof of Loss, payment will be issued to you and any lienholder and/or repair yard. 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 voided.

Our Right To Recover

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

Coverage A – Boat & Boating Equipment**What Is Covered**

If an amount is shown for Coverage A on the Declarations Page, we will cover the insured boat including its hull, machinery, outboard motors, sails, spars and furniture. We also cover boating equipment regularly carried aboard which is considered normal for the safe operation and routine main-

tenance of the boat as well as a dinghy and its outboard engine, if any, and computer hardware and software up to a maximum limit of \$500.

Personal items (e.g. scuba and fishing gear, sporting goods, clothing, portable televisions and stereos, cameras), fuel and consumables (food, ice, beverages) are not covered.

Boat & Boating Equipment Continued

However, personal items are covered if an amount is shown for Coverage F, Personal Effects on the Declarations Page.

Types Of Losses Covered

We will pay for property damage to the insured boat, its engines and items listed in "What is Covered" from any accidental cause including theft or vandalism. We do not pay for any intangible loss, such as loss of use or value or obsolescence. All coverages are subject to the limitations and exclusions of the policy.

Agreed Value

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

Newly Acquired Boat

The insured value for a newly acquired boat shall be the verifiable purchase price or \$250,000, whichever is less. Boating

- C. any cost of repair or replacement of a part which falls as a result of a defect in manufacture or construction; however, we will cover consequential property damage that results from such failure if not otherwise excluded;
- D. any loss, damage, expense or cost of repair caused directly or indirectly by incomplete, improper or faulty repair except as provided by the "Repair Guarantee";
- E. any liability for wages or provisions furnished to master or crew; or,
- F. any loss, damage or expense caused intentionally by, with the knowledge of, or resulting from criminal wrongdoing by any insured.

Amount Paid To You In Event Of Loss

In the event of:

- A. Total or Constructive Total Loss

We will pay you the agreed value as defined by this policy if the insured boat is lost absolutely, or if the reasonable cost of repair exceeds the agreed value. We reserve the

equipment coverage shall be limited to 10% of the 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. We may amend the premium, change the policy terms or conditions, cancel this coverage on the newly acquired boat, or require further conditions for continued coverage.

Exclusions

This insurance does not cover:

- A. any loss caused directly or indirectly by wear and tear, gradual deterioration, mechanical or electrical breakdown, overheating, ice or freezing, galvanic action, rot, mold or mildew, corrosion, weathering, marling, scratching, denting, vermin, animals or marine life; however, we will cover immediate consequential property damage resulting from any fire, explosion, sinking, demasting, collision or stranding;
- B. any loss or damage caused by or resulting from blistering or delamination;

right to declare the boat a constructive total loss and pay you the agreed value if in our judgment costs of salvage and/or repair exceeds such value. We are not obligated to accept or pay for the boat or any boating equipment which you abandon. If we pay you the insured value, we have the right to the insured property. If we exercise our right to acquire the insured property, you must provide all documents needed to transfer title to us. You agree to allow us to withhold an amount not to exceed 10% of the insured value until we have received these documents.

However, if the insured boat is lost absolutely, or if the reasonable cost of repair exceeds the agreed value and we declare the boat a constructive total loss and if the total or constructive total loss of the boat occurs within the first 30 consecutive months immediately after you have purchased the boat new (no prior owner or user and no more than 12 months since the manufacture date) and the boat was not purchased subject to any promotional

Boat & Boating Equipment Continued

agreement with the dealer or manufacturer, then if you so choose we will pay to replace that boat with the same model, or if such model is not available, then to the extent possible, the same make, class, size and type including comparable equipment to the insured boat. In either case, such replacement will be new. The most we will pay for replacement, if it exceeds the agreed value as shown on the Declarations Page, will be the lesser of 120% of that agreed value or \$150,000. If you do not choose this replacement boat coverage that is subject to the above eligibility requirements, then we will pay you the agreed value as defined by this policy.

B. Repairs for Partial Loss

We will pay the reasonable cost of repairs with depreciation applied to the repair or replacement of the following items: inflatable dinghies, paint and finishes, protective covers, fabric or sails. Depreciation shall also apply to outdrive units, outboard motors and gel coat beginning with the sixth year from the year of manufacture, and to internal machinery beginning with the eleventh year from the year of manufacture. In the

event of damage to plywood, plastic, fiberglass, metal, cement, or other molded material, we are obligated to pay only the reasonable cost of repairing the damaged area, in accordance with quality marine repair practice. We have the option to make or reimburse you for repairs or replacements, or to pay you directly based on an agreed estimate of loss. Repairs and replacements will be made with like kind and quality.

C. Unrepaired Damage

We do not cover any previously unrepaired damage.

D. Repair Guarantee

In the event of repairs for any covered loss or damage, if you have such work performed at a facility recommended by us and in accordance with the method of repair approved by us, you will be covered for any additional repairs due to faulty workmanship for as long as you own the boat and insure it with us. No deductible will apply to these additional repair costs. The maximum that we will pay for all repairs arising out of the faulty repair is the Agreed Value shown on the Declarations Page. This coverage is limited to the types of losses covered under the policy. We reserve the right to select

the facility to perform any additional repairs.

E. **Appraisal and Dispute**
If you have met the requirements and conditions of the policy, and if the amount of a covered loss is still in dispute, you or we may demand an appraisal of such loss. Each will choose and pay a competent appraiser. The appraisers will pick a third person to settle any differences. Each will share the cost of the third appraiser equally. Each appraiser will separately state the amount of loss. The amount we will pay will be the award agreed to in writing by two of these appraisers less the applicable deductible.

Deductible

The applicable deductible amount shown on the Declarations Page will be subtracted from each loss. However, it will not apply in the event of a total or constructive total loss. However, in the event of any loss caused directly or indirectly by a storm named by the National

Oceanic & Atmospheric Administration (NOAA), and if your boat is located in Virginia, North Carolina, South Carolina, Georgia, Florida, Alabama, Mississippi, Louisiana, Texas, the Bahamas, Caribbean, or Mexico at the time of the loss, the deductible subtracted from each loss, whether partial or total loss, will be the deductible amount shown on the Declarations Page, \$1,000, or 5% of the amount shown for Coverage A on the Declarations Page, whichever is greatest. The 5% deductible stated above shall reduce to 3% if, at the time of loss, your boat is completely on land and firmly lashed to in ground anchors, footings or similar in ground structures and the canvas and/or sails are removed from the exterior of the boat.

Salvage Charges

In the event of a salvage of the boat, coverage for salvage charges is limited to an amount not to exceed the agreed value.

Coverage A1 — Investigative Services for Boat & Machinery

Coverage Provided

In the event the boat suffers direct physical damage as a result of a possible defect caused by manufacture or construction, we will provide investigative services outlining the probable cause of the loss, the recommended method of repair and the reasonable cost of those repairs. This coverage is supplemental to Coverage A and applies only if an amount is shown for Coverage A, Boat and Boating Equipment on the Declarations Page.

Type Of Services

Services may include inspection of the damage by a marine surveyor or other professional with a written report of findings and/or laboratory analysis. The Company retains the right to select and assign the appropriate professional for such services.

This 5% limit is the most we will pay for investigation of believed defects involving the boat regardless of the number of requests or any series of requests involving the boat. Defects and warranty problems must be discovered and reported to us within the policy period stated on the Declarations Page.

Deductible

There is no deductible applied to this Investigative Services coverage.

Exclusions

Investigative Services does not apply to:

- A. boats and/or machinery over 10 years of age;
- B. personal effects and boating equipment including electronics; or,

Coverage Limit

The limit of Investigative Services (value of services provided) is 5% of the agreed value of your boat, as stated on your policy Declarations Page under Coverage A. Our obligation to investigate ends when this Coverage A1 limit is exhausted or when the investigation reveals a cause of damage other than manufacturer's defect.

- C. further investigation upon determination that your loss or damage was caused directly or indirectly by any excluded loss or damage under Coverage A above; or a failure to exercise due diligence in care and maintenance of the boat and/or in accordance with the manufacturer's specifications.

Coverage A2 — Commercial Towing And Assistance

We will pay for the expenses incurred for commercial towing and assistance of the insured boat or trailer from a breakdown at sea or on the road, when the commercial towing and assistance is dispatched or pre authorized by the BoatU.S. 24 hour Dispatch Services. We will pay this expense directly to the provider or reimburse you at our option. Covered expenses are limited to the following services provided by a commercial vendor, on land or water:

- A. towing of the insured boat or trailer to the nearest safe location;
- B. the cost of delivering gas, oil, tire(s) or repair part(s) and labor at

site of disablement when available, but excluding the cost of any gas, oil, tire(s) or repair part(s).

This coverage does not apply when the insured boat is docked, moored or located in a safe harbor or the trailer (with or without the insured boat) is in a parking space. The maximum amount of coverage for any one incident or series of incidents arising out of the same breakdown is the amount shown on the Declarations Page, Coverage A2. The most we will pay in any one policy year is two times the coverage limit shown on the Declarations Page. No deductibles will apply to this coverage.

Coverage B — Boating Liability (Protection & Indemnity)

Coverage Provided

If an amount is shown for Coverage B on the Declarations Page, we will pay damages and any costs assessed against you up to that amount for any claim or suit covered under this policy for bodily injury or property damage for which any Insured becomes legally liable through ownership, maintenance or use of the Insured boat. We will settle or defend, as we consider appropriate, any claim or suit covered under this policy which asks for these damages. We will pay for an attorney we select to defend you, and the cost of your defense is in addition to the limit of liability as stated on the Declarations Page. We will also pay the cost of bonds to release property that is being used to secure your legal obligation in any suit we defend. The amount of the bond shall not exceed the amount shown for Coverage A or Coverage B on the Declarations Page, whichever is less. Once we have paid the limit of liability for any covered damages, including removal of wreck, our obligation to pay any damages, or to provide you with a defense, ends.

Exclusions

We do not provide liability coverage for:

- A. bodily injury to a family member or damage to property owned by a family member;
- B. bodily injury to a named Insured or damage to property owned by a named Insured;
- C. liability which has been assumed by an Insured under a contract or agreement, or any breach of contract; however, we will cover an Insured's legal liability for bodily injury or property damage assumed under a written boat storage or slip rental contract or agreement for the Insured boat, subject to the limitations outlined in Coverage B, Boating Liability, Limit of Liability;
- D. bodily injury or property damage arising out of the transportation of the boat or trailer on land;
- E. bodily injury or property damage arising out of an Insured or other person parasailing or kite skiing from an Insured boat;
- F. bodily injury or property damage caused by or resulting

Operating Other Boats

We will provide this boating liability coverage to the named insured and any family member, subject to the other provisions of this policy, while operating another boat with the permission of its owner. However, we do not cover loss or damage to the other boat or its boating equipment. If there is any other available insurance, we will provide coverage only as excess over such insurance. The liability coverage under this section will not apply if the other boat is:

- A. a personal watercraft;
- B. rented, chartered, or used for any commercial purpose; or,
- C. furnished for the regular use of, or owned wholly or in part by a named insured or a family member.

Removal Of Wreck

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

- from an intentional act of an insured;
- G. any claim for punitive damages; or any fine, penalty or costs of defense arising out of a criminal or civil violation of law or assessment by a governmental authority;
- H. Injuries for which benefits are required to be provided by the insured or which are available to the injured person under any state or federal compensation law or act regardless of its source; or,
- I. cost of the containment, clean-up or resulting bodily injury or property damage or assessments related to the discharge, leakage or spillage of petroleum products, chemicals, bacteria, viruses, mold or other substances of any kind or nature.

Limit Of Liability

The amount shown for Coverage B, Boating Liability on the Declarations Page is the most we will pay regardless of the number of insured or injured persons, claims made, or boats involved in any accident, or series of accidents arising out of the same event.

Boating Liability Continued

Coverage for contractual liability assumed under a written boat storage or slip rental contract or agreement for property damage caused directly or indirectly by any storm named by the National Oceanic & Atmospheric Administration

(NOAA), including but not limited to, damage resulting from wind, flood and tidal surges associated with the named storm, is limited to a maximum of \$10,000 per incident or combination of incidents arising out of the named storm.

Coverage B1 — Fuel & Other Spill Liability

Coverage Provided

If an amount is shown for Coverage B1 on the Declarations Page, we will pay up to that amount for the containment, clean-up, property damage and assessments resulting from a fuel spill from the Insured boat for which any Insured person becomes legally liable through the ownership, maintenance or use of the insured boat. We will settle or defend, as we consider appropriate, any claim or suit which asks for these covered expenses and/or damages. We will also pay for an attorney we select to defend you. Once we have paid the limit of liability for containment, clean-up, resulting property

Exclusions

We do not provide any coverage under this section for:

- A. liability which has been assumed by an Insured under any contract or agreement;
- B. liability arising out of the transportation of the boat or trailer on land;
- C. liability caused by or resulting from an intentional act 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;

damage and/or assessments related to a fuel spill, our obligation to pay any damages, or to provide you with a defense, ends. This additional coverage will not apply if an insured fails or refuses:

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

- D. liability arising out of the discharge, emission, spillage or leakage of any radioactive material or substance of any kind; or,
- E. liability for bodily injury.

Limit of Liability

The amount shown for Coverage B1, Fuel and Other Spill Liability on the Declarations Page is the most we will pay regardless of the number of insureds, claims made, or boats involved in any one accident, or series of accidents arising out of the same event.

Coverage C — Longshore & Harbor Workers' Compensation

Coverage Provided

If an amount is shown for Coverage B, we will pay damages up to that limit for any liability and costs of defending such

liability which you, as owner of the insured boat, incur during the term of this policy, under the Federal Longshore and Harbor Workers' Compensation Act.

Coverage D – Medical Payments

Coverage Provided

If an amount is shown for Coverage D on the Declarations Page, we will pay the necessary medical and funeral expenses resulting from a bodily injury to you or others from an accident which occurs while in, upon, boarding, or leaving the insured boat as well as injury to an insured or guest water skiing from the insured boat. These expenses must be incurred within one year from the date of the accident. If there are any other available medical benefits to the injured person, this coverage will be excess over such other insurance.

Exclusions

We do not provide Medical Payments coverage for:

- A. responsibility assumed by an insured under any contract or agreement;
- B. anyone who is injured while the boat is being transported on land;
- C. injury to a trespasser on the boat;
- D. anyone while the insured boat is engaged in parasail-

ing or kite skiing;

- E. an insured's employees or a paid captain or crew; or,
- F. injuries for which benefits are required to be provided by the insured or which are available to the injured person under any state or federal compensation law or act regardless of its source.

Limit of Liability

The amount shown for Coverage D, Medical Payments on the Declarations Page is per person for each person injured in the same event regardless of the number of persons involved or claims made.

Supplemental Family Member Medical Coverage Limit Of Liability

In addition to the amount shown for Coverage D, Medical Payments on the Declarations Page, an additional \$25,000 per person shall apply for any covered Coverage D claim made by any family member.

Coverage E – Boat Trailer

Coverage Provided

If an amount is shown for Coverage E on the Declarations Page, we will pay for all property damage to the trailer from any accidental cause. We do not pay for any intangible loss, such as loss of value or use. In the event of a total or constructive total loss, we will pay the agreed value shown on the Declarations Page. The deductible will not apply in the event of a total or constructive total loss. If we pay you the agreed value, we have a right to the salvage. In the event of a partial loss, we will pay the reasonable cost of repairs in accordance with quality trailer repair practice less the deductible shown on the Declarations Page. We have the option to make, or reimburse you for, repairs or replacements, or to pay you directly based on an agreed estimate of loss. Replacements will be made with like kind and quality. This coverage is excess over any other available insurance for the trailer.

In addition, 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. We may amend the premium, change the policy terms or conditions, cancel this coverage on the newly acquired boat trailer, or require further conditions for continued coverage. The value of a newly acquired boat trailer shall be the verifiable purchase price.

Exclusions

We will not pay for any loss caused directly or indirectly by: wear and tear, gradual deterioration, mechanical or electrical breakdown, overheating regardless of cause, corrosion, manufacturer's defect, faulty repair, rust, weathering, vermin, animals, marring, scratching or denting.

Coverage F – Personal Effects

Coverage Provided

If an amount is shown for Coverage F on the Declarations Page, we will pay for all property damage to your personal effects from any accidental cause. We do not pay for any intangible loss, such as loss of value or use. This coverage only applies to property owned by the insured named on the Declarations Page and any family member, and only while the property is aboard the boat or being loaded or unloaded from the boat.

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

or damage. In any one incident or accident, we will not be liable for personal effects beyond the amount shown on the Declarations Page regardless of the number of persons involved or claims made in the accident.

Exclusions

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

Coverage G – Uninsured Boater

Coverage Provided

If an amount is shown for Coverage G on the Declarations Page, we

will pay for the cost of medical expenses for the injured party, up to the limit shown on the Declarations Page, unless both parties agree otherwise. Local rules of law regarding procedure and evidence will apply.

will pay the damages which, because of bodily injury you received aboard the insured boat, you are legally entitled to recover from the uninsured owner or operator of another boat that collides with the insured boat. "Uninsured boater" and "uninsured owner or operator" mean an owner or operator of a boat other than the boat named on the Declarations Page who is legally responsible for the collision, and:

- A. to whom no liability policy applies; or,
- B. who cannot be identified (such as a hit-and-run operator).

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

Each party will select and pay for a competent arbitrator. The arbitrators will select a third person 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 in the county where the insured

A written agreement by two of the arbitrators will be binding as to whether the insured is legally entitled to recover damages under this coverage and the amount of these damages.

Each party will pay the expenses it incurs and share the expenses of the third arbitrator equally.

Exclusions

We do not provide Uninsured Boater coverage:

- A. for claims settled without our written consent;
- B. if the uninsured boat is owned or operated by a governmental agency or employee;
- C. for boats owned by or furnished for regular use by you, any family member, or any person insured by this policy;
- D. for anyone using the insured boat without permission;
- E. when the boat named in this policy is being chartered; or
- F. where no evidence of physical contact exists between the insured boat and an unidentified boat, or where no evidence of physical contact exists between the insured boat and an uninsured boat.

Uninsured Boater Continued

This coverage will not apply directly or indirectly to the benefit of any insurer under any state or federal compensation law or act.

Payment Reductions

Payment under this coverage shall be reduced by:

- A. all sums paid by or on behalf of those legally responsible;
- B. all sums paid by any state or federal compensation law or act; or,
- C. all sums paid under the Boating Liability or Medical Payments coverages of this policy.

Payment under this coverage to or for an insured person will reduce the amount that person is entitled to recover from the Boating Liability or Medical Payments coverages of this policy.

Limit Of Liability

The amount shown for Coverage G, Uninsured Boater on the Declarations Page is the most we will pay under Coverage G, regardless of the number of insured persons, claims made, or boats involved in any one accident, or series of accidents arising out of the same event.

General Conditions

Cancellation

You may cancel this policy at any time by returning it to us or by providing us with advance written notification of the cancellation date. Subject to the requirements of state law, we may cancel this policy by notifying you in writing before the

Where Covered

Coverage is provided:

- A. while the boat is afloat within the navigational area shown on the Declarations Page; and
- B. while the boat or its equipment is ashore or being transported

date the cancellation is to take place. We will give 10 days notice if we cancel for nonpayment of premium. This cancellation notice will be mailed to you at the address shown on the Declarations Page, and proof of such mailing shall be sufficient proof of notification. Cancellation may be effective prior to the return of premium, if any. The return premium will be calculated on a pro-rata basis. In the event of a total or constructive total loss, and resulting cancellation, no notice need be sent and the full annual premium will be due.

Hurricane Preparation

If a Hurricane Watch or Warning is issued for your area by the National Oceanic & Atmospheric Administration (NOAA), we will pay 50% of the cost up to a maximum of \$1,000 for having your boat moved by a professional, or for a professional haulout, or for the professional execution of a hurricane plan. In addition to professional moving or a professional haulout, covered expenses include, but are not limited to, haulout, blocking, lashing to in ground anchors, powerwashing and relaunch.

by land conveyance in the United States or Canada.

Private Pleasure Limitation

There is no coverage during any period of chartering, leasing, or commercial use or exhibition unless you have prior written permission from us. You are not covered if the boat is used for illegal activities.

Other Insurance

If there is any other available insurance that would apply in the absence of this policy, this insurance shall apply as excess over the other insurance, but the combined amount shall not exceed the limits of this policy for any loss under Coverage A, Boat and Boating Equipment or Coverage E, Boat Trailer.

Transfer Of Interest

Coverage provided by us will terminate automatically if you sell or assign the boat or trailer, or any interest in the policy, without our prior written consent; or, if the boat is legally removed from your custody.

General Conditions Continued

No Benefit To Bailee

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

Fraud And Concealment

There is no coverage from the beginning of this policy if you or your agent has omitted, concealed, misrepresented, sworn falsely, or attempted fraud in reference to any matter relating to this insurance before or after any loss.

Legal Action Against Us

No legal action may be brought against us unless there has been full compliance with all terms of this policy. With respect to any claim or loss to insured property, the action must begin within two 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 the insured has an obligation to pay a specified amount, or until

Racing Exclusion

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

Economic and Trade Sanctions

Whenever coverage provided by this policy would be in violation of any U.S. economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), such coverage shall be null and void.

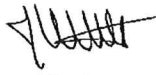
Similarly, any coverage relating to or referred to in any certificates or other evidences of insurance or any claim that would be in violation of U.S. economic or trade sanctions as described above shall also be null and void.

War, Seizure, Nuclear Exclusion

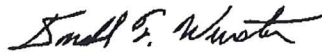
We will not pay for any loss or damage resulting from:

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 this 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.

- A. radioactive contamination or nuclear reaction;
- B. war (declared or undeclared), civil war, insurrection, rebellion, revolution, or any consequence of these; or
- C. capture, seizure, arrest or detainment of the boat by any governmental power or authority, whether lawful or unlawful. In the absence of unlawful activities, however, we will pay for any property damages to the boat or its equipment caused by United States governmental authorities.



Secretary



President

National Liability & Fire Insurance Company

POLICY ASSISTANCE 1-800-283-2883

Ask for an **UNDERWRITER** if you have a question about policy coverage, premium, or are trading boats.
Ask for **POLICY SERVICE** if you need policy confirmation for your bank, have paid off a loan, or sold the boat.
Ask for **MARINE INSURANCE ACCOUNTS** if you need information on making payment arrangements.

BoatU.S.
MARINE INSURANCE PROGRAM
WASHINGTON NATIONAL HEADQUARTERS
880 South Pickett Street
Alexandria, Virginia 22304
www.BoatUS.com/insurance

Telephones:

Direct Marine Insurance: 1-800-283-2883

For Claims Only: 1-800-937-1937

For all other BoatU.S. calls: 703-823-9550

Fax: 703-461-2840

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ENDORSEMENT

This endorsement forms a part of the policy to which attached, effective from its date of issue unless otherwise stated herein.

<i>Effective Date</i> 03/25/2016		<i>Part of Policy No.</i> 3985989-15	
<i>Company</i> NATIONAL LIABILITY & FIRE INSURANCE COMPANY			
<i>Agent</i> Boat Owners Association of The United States, 880 S. Pickett St., Alexandria, VA 22304		<i>Issued on</i> 03/28/2016	
<i>Issued to</i> NATHAN CARMAN		<i>Authorized Representative</i> 	
In consideration of <input checked="" type="checkbox"/> an additional premium of \$ <u>126.00</u> <input type="checkbox"/> a return premium of \$ _____ <input type="checkbox"/> premium included		The Policy is amended as follows: COVERAGE A, BOAT AND BOATING EQUIPMENT, IS AMENDED TO: \$85,000 DEDUCTIBLE APPLICABLE TO COVERAGE A, IS AMENDED TO: \$1,700 NET ANNUAL PREMIUM IS AMENDED TO: \$1,730	

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as stated above.



County/City of Alexandria
 Commonwealth/State of Virginia
 I certify this to be a complete, full, true and exact reproduction of the original document
 Certified this 19th day of Dec, 2017
Jacqueline Kay Richmond
 Notary Public
 My Commission Expires 1/31/2019

NATHAN CARMAN
 3043 FORT BRIDGMAN RD
 VERNON VT 05354-9451

Issued through



PREMIER ENDORSEMENT
(for boats under \$100k and greater than 10 yrs old)

In consideration of the premium charged, the Yacht Policy is amended as follows:

MEDICAL PAYMENTS:

Coverage D - Medical Payments, is increased to: \$10,000

PERSONAL EFFECTS:

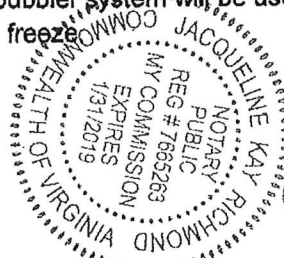
Coverage F- Personal Effects, is increased to: \$2,500 or the amount on the Declaration page, whichever is greater.

ELECTRONICS DEDUCTIBLE:

The deductible applicable to the insured boat's navigational electronics ONLY is reduced to \$100.00, or the deductible listed on the Declarations page, whichever is less.

ICE & FREEZING:

In consideration of the insured's warranty that the insured boat, its engine(s) and systems will be winterized in accordance with the manufacturer's specifications and the customs of the area, Exclusion A of **Coverage A – Boat & Boating Equipment** with respect to ice and freezing only, is hereby deleted. When the insured boat is laid up afloat a de-icing or bubbler system will be used unless the boat is laid up in waters that do not normally freeze.



County/City of Alexandria
Commonwealth/State of Virginia

I certify this to be a complete, full, true and exact reproduction of the original document

Certified this 19th day of Dec., 2017

Jacqueline Kay Richmond
Notary Public

My Commission Expires: 1/31/2019

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated.
Nothing contained within this endorsement shall vary, alter or extend any provision or condition of the Policy other than as above stated.

Issued through



Diminishing Deductible - Yacht Policy

With the exception of any applicable Named Storm deductible, the Deductible applicable to Coverage A - Boat and Boating Equipment is subject to the following amendments:

If during any policy period you do not have a loss on the insured boat for which we have paid under Coverage A - Boat and Boating Equipment, then:

1. Any Coverage A deductible shall be reduced for the following policy period by 25% of the original deductible; and
2. No Coverage A deductible will apply to the fifth consecutive policy period and thereafter if you do not have any paid losses during the four previous consecutive policy periods.

If the deductible is amended at any point, then all previous reductions will be applied to the new deductible. Losses not related to physical damage including but not limited to towing, hurricane haulouts or liability do not affect the deductible reduction.


If you have a paid loss under Coverage A - Boat and Boating Equipment, the deductible shown on the Declarations page, as amended by the diminished deductible, will be applied to the loss (except in the case of a Named Storm loss) and the deductible will be restored as listed on the Declarations page of your first policy period with us, without regard to any diminishment, for the subsequent policy period. However, if the deductible was amended after the initial Declarations page was issued, then the amended deductible will apply at renewal. Thereafter the deductible may again be reduced if the above conditions are satisfied.

References to "original deductible", "first policy period" and "initial Declarations Page" relate to the policy period when this diminishing deductible feature was implemented.

A101 Policy Amendment - Yacht (Rev. 04/13)

This amendment forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated. Nothing contained within this amendment shall vary, alter or extend any provision or condition of the Policy other than as above stated.

County/City of Alexandria
 Commonwealth/State of Virginia
 I certify this to be a complete, full, true and exact reproduction of the original document.
 Certified this 19th day of Dec., 2017
Jacqueline Kay Richmond
 Notary Public
 My Commission Expires: 1/31/2019



Issued through



POLICY AMENDMENT
Coverage B - Boating Liability (Protection & Indemnity)
Extension for Pet Liability
and
Coverage D - Medical Payments
Extension for Pet Medical Payments

In consideration of premium charged, this Policy Amendment extends additional coverages as follows:

Coverage B - Boating Liability (Protection & Indemnity)

Additional Liability Coverage

If an amount is shown for Coverage B - Boating Liability (Protection & Indemnity) on the Declarations Page, we will pay damages and any costs assessed against you up to that amount for any claim or suit for bodily injury which occurs while in, upon, boarding, or leaving the insured boat for which any insured becomes legally liable due to ownership of a pet (defined as a domestic dog or cat owned by the named insured or a family member),

Coverage D - Medical Payments

Additional Pet Medical Coverage Provided

If an amount is shown for Coverage D - Medical Payments on the Declarations Page, we will pay the necessary and reasonable veterinary expenses because of an injury to a pet (defined as a domestic dog or cat owned by the named insured or a family member) due to the insured boat being involved in a covered loss (including, but not limited to, fire, explosion, sinking, demasting, collision or stranding) under Coverage A - Boat and Boating Equipment, These expenses must be incurred within one year from the date of the accident. If there are any other available insurance or pre-paid benefits that cover such veterinary expenses to the injured pet, this coverage will be excess over such other insurance.

Exclusions

We do not provide Pet Medical Payments coverage for:

- A. responsibility assumed by an insured under any contract or agreement;
B. a pet that is injured while the boat is being transported on land;
C. a pet that is not owned by you or your family member, or who is a stray;
D. a pre-existing injury to the pet.

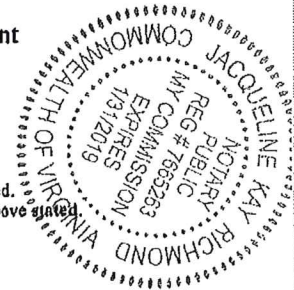
Limit of Liability- Pet Medical Payments

The limit of liability for Pet Medical Payments is \$1,000 per pet, for each pet injured in the same event regardless of the number of pets involved or claims made.

A105 Policy Amendment (Rev. 04/13)

This amendment forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated. Nothing contained within this amendment shall vary, alter or extend any provision or condition of the Policy other than as above stated.

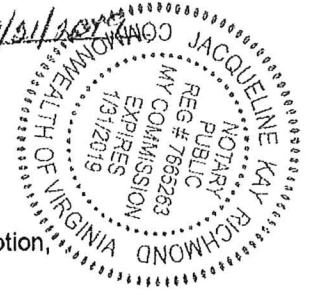
County/City of Alexandria, Virginia
Commonwealth/State of Virginia
I certify this to be a complete, full, true and exact reproduction of the original document
Certified this 19th day of Dec, 2017
Jacqueline Kay Richmond
Notary Public
My Commission Expires: 1/31/2019



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Commonwealth/State of Virginia
I certify this to be a complete, full, true and exact reproduction of the original document
Certified this 19th day of Dec. 2017
Jacqueline Kay Richmond
Notary Public
My Commission Expires: 11/31/2019



**VERMONT ENDORSEMENT
TO THE YACHT POLICY**

Under Definitions:

The section titled "Family member" is deleted in its entirety and replaced with the following:

"Family member" means any person related to you by blood, marriage, civil union, or adoption, including a ward or foster child, who resides in your household.

The section titled "You", "your", "insured", and "insured person", is deleted in its entirety and replaced with the following:

"You", "your", "insured", and "insured person" mean any insured named on the Declarations Page, the spouse or partner through civil union of any insured named on the Declarations Page, a family member of any insured named on the Declarations Page, any officer, director, partner or shareholder of any insured named on the Declarations Page, the spouse or a civil union partner of any officer, director, partner or shareholder of any insured named on the Declarations Page, or any other person or organizations using the insured boat with your permission and without compensation. If the Named Insured(s) on the Declarations Page is not an individual or individuals, then "you", "your", "insured" and "insured person" is defined as the legal entity named on the Declarations Page and also includes, and is limited to, those named operators added to the policy by written endorsements. No boating liability coverage is provided for a paid captain or paid crew member of yours or of the insured boat, or for any agent paid to operate, maintain or work on the insured boat in any capacity, for any person, organization or agent operating a repair yard, marina, yacht club, sales or chartering agency or other marine business. However, you are covered for your legal liability arising out of any damages caused to others by a non-insured person, organization or agent.

Under In The Event of A Loss:

Section A. "Immediately upon a loss, you must:" is replaced with "Immediately, or as soon as practicable, you must:"

Under **Section A, 2.** is amended to read:

- 2. Give us immediate, or as soon as practicable, notification of the loss and its circumstances.

Under **Section B, 4.** is amended to read:

- 4. Immediately, or as soon as practicable, notify us about and forward us any legal papers or notices received in connection with the loss.

Payment of Loss, is amended to read:

After we receive all statements and supporting papers, we will promptly process your claim. Upon agreement with you of the amount to be paid, we may ask you to complete a notarized Proof of Loss.

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated. Nothing contained within this endorsement shall vary, alter or extend any provision or condition of the Policy other than as above stated.

Issued through



VERMONT ENDORSEMENT TO THE YACHT POLICY

After submission of the Proof of Loss, payment will be issued to you and any lienholder and/or repair yard within 10 working days. 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 voided.

Under Coverage B – Boating Liability (Protection & Indemnity):

Coverage Provided is amended to include:

Bankruptcy or insolvency of the insured shall not relieve us of any of our obligations hereunder. If any person or legal representative of the person shall obtain final judgment against the insured because of any such injuries, and execution thereon is returned unsatisfied by reason of bankruptcy, insolvency or any other cause, or if such judgment is not satisfied within 30 days after it is rendered, then such person or legal representatives of the person may proceed against us to recover the amount of such judgment, either at law or in equity, but not exceeding the limit of this policy applicable thereto.

Exclusion I is deleted.

Under Coverage G, Uninsured Boater

Coverage Provided, is amended to provide as follows:

If an amount is shown for Coverage G on the Declarations Page, we will pay the damages which, because of the bodily injury you received aboard the insured boat, you are legally entitled to recover from the uninsured owner or operator of another boat that collides with the insured boat. "Uninsured boater" or "uninsured owner or operator" mean an owner or operator of a boat other than the boat named on the Declarations Page who is legally responsible for the collision, and:

- A. to whom no liability policy applies; or,
- B. who cannot be identified (such as a hit-and-run operator).

If we and an insured do not agree whether that person is legally entitled to recover damages under Coverage G, or as to the amount of damages, either party may mutually agree to arbitration.

Each party will select and pay for a competent arbitrator. The arbitrators will select a third person 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 in the county where the 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 will determine whether the insured is legally entitled to recover damages under this coverage and the amount of these damages, but will not be binding on either the insured person or us unless agreed upon at the onset of the arbitration process.

Each party will pay the expenses it incurs and share the expenses of the third arbitrator equally.

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated.
Nothing contained within this endorsement shall vary, alter or extend any provision or condition of the Policy other than as above stated.

Issued through



VERMONT ENDORSEMENT TO THE YACHT POLICY

Exclusion F is deleted.

Under General Conditions:

Cancellation is deleted in its entirety and is amended to read:

Cancellation and Nonrenewal

Cancellation

You may cancel this policy at any time by returning it to us or by providing us with advance written notification of the cancellation date. Subject to the requirements of state law, we may cancel this policy by notifying you in writing before the date the cancellation is to take place.

We will give at least 15 days notice if we cancel for nonpayment of premium. We will give at least 45 days notice if we cancel for any other reason.

We may cancel for one or more of the following reasons:

1. Nonpayment of premium;
2. Material misrepresentation or fraud by you with respect to any material fact affecting this policy or in the submission of any claim under this policy;
3. You violated any of the terms or conditions under this policy;
4. The risk originally accepted has measurably increased;
5. Any other reason specified by law.

This cancellation notice will state the reason for cancellation and will be mailed to you at the address shown on the Declarations Page. Proof of such mailing shall be sufficient proof of notification if cancellation is due to nonpayment of premium. Any other notice of cancellation will be by certified mail.

Cancellation may be effective prior to the return of premium, if any. The return premium will be calculated on a pro-rata basis. In the event of a total or constructive total loss, and resulting cancellation, the full annual premium will be due.

Nonrenewal

If we do not offer to renew or continue this policy, we will mail notice of nonrenewal, stating the specific reason for nonrenewal to you at the address shown on the Declarations Page, and such mailing shall be by certified mail. Notice will be mailed at least 45 days before the end of the policy period.

Other Insurance, is amended to read:

If other valid insurance covers the same loss, we will pay only our share of the loss. Our share is the part(s) that the limit of coverage in this policy bears to the total of all applicable limits of coverages available.

This endorsement forms a part of the Policy to which attached, effective from its date of issue unless otherwise stated.
Nothing contained within this endorsement shall vary, alter or extend any provision or condition of the Policy other than as above stated.

Issued through



**VERMONT ENDORSEMENT
TO THE YACHT POLICY**

Fraud And Concealment is amended to read:

If you or your agent has omitted, concealed, misrepresented, sworn falsely, or attempted fraud in reference to any matter relating to this insurance before or after any loss coverage may be denied and the policy cancelled.

Legal Action Against Us is amended to read:

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 the time allowed by law. With respect to any other claim or loss, no legal action may be brought against us until we agree in writing that the 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 this policy are prohibited or invalid under applicable law, then legal action against us must begin with the shortest limitation of time permitted by such law.

Racing Exclusion is amended to read;

We will not provide any coverage for powerboats while engaged in any pre-arranged or organized speed race or test. We do cover predicted log cruises or similar competitions and sailboat racing.