**DEFENDANT'S EXHIBIT** 

Issued through



County/City ol\_ Commonwealth/State of Virginia I certify this to be a complete, full? true and exact reproduction of the original document Certified this 1912 day of Dec. 201

y Public

My Commission Expires

# **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, and another "Family member" means any person related to your household. including a ward or foster child, who resides in your household.

VERMONT ENDORSEMENT

TO THE YACHT POLICY

The section titled "You", "your", "Insured", and "insured person", is deleted in its entirely 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:

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, after or extend any provision or condition of the Policy other than as above stated.

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# 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 seltlement 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 day, 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, after or extend any provision or condition of the Policy other than us above stated,



# 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 least15 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 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, after or extend any provision or condition of the Policy other than as above stated.

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# 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.