

NAME INSURED: My Dream 25 LLC

POLICY NUMBER: N0036YB001259-00



SEAFARER
MARINE

MN GEN 0001 02 24

Seafarer Marine is a registered series of Mission Underwriting Managers, LLC. Mission Underwriting Managers, LLC is a licensed insurance agency, NPN 19970643, that sells various property and casualty insurance. Mission Underwriting Managers, LLC does business in Nevada as Mission Specialty Risk Services, LLC, in Utah as Mission Specialty Risk Services, and in California as Mission Specialty Risk Insurance Solutions License #6005417.

SEAFARER MARINE YACHT DECLARATIONS PAGE

Coverage Provided by: Accelerant National Insurance Company
 400 Northridge Rd
 Suit 800
 Sandy Springs, Georgia 30350

New Policy Number: N0036YB001259-00	Effective Date: 11/3/2025 At 12:01am Local Time of the Named Insured Mailing Address	Expiration Date: 11/3/2026
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Named of Insured and Mailing Address:	Agency Name & Address:	Producer
My Dream 25 LLC 400 Sunny Isles Blvd Apt 1407 Sunny Isles Beach, Florida 33160	American Eagle Underwriting Managers, LLC 3120 Jasmine Dr Delray Beach, Florida 33483	7377

Description of Vessel:		
Year Built: 2025	Length: 50	Manufacturer: Galeon
Model: 50 Fly		
Vessel Name: My Dream		
Hull Identification Number: GLN50093H425		Mooring State: New York

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS AND CONDITIONS OF THIS POLICY, WE AGREE TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY. THIS DECLARATIONS PAGE ALONG WITH THE ATTACHED POLICY AND ANY ENDORSEMENTS, MAKE UP YOUR SEAFARER MARINE YACHT POLICY. PLEASE READ IT CAREFULLY.

SECTION I PROPERTY INSURANCE			
Coverage	Limit	Deductible	Premium
Hull & Equipment	\$1,870,000	\$37,400	\$9,004
Lightning	N/A	\$187,000	N/A
Windstorm	N/A	\$187,000	N/A
Tender	N/A	N/A	N/A
Towing and Assistance	\$10,000	N/A	Included
Personal Property	\$50,000	\$250	Included
Personal Watercraft	N/A	N/A	N/A
Trailer	N/A	N/A	N/A
War & Confiscation	N/A	N/A	N/A
Mortgagee Amount	N/A	N/A	N/A

SECTION II LIABILITY INSURANCE			
Coverage	Limit	Deductible	Premium
Protection & Indemnity (Including Pollution)	\$1,000,000	N/A	\$1,500
(Sublimit for Additional vessel, Tender, PWC)	\$1,000,000	N/A	Included
Medical Expense (Per Person)	\$50,000	N/A	Included
Uninsured, Underinsured and Unidentified Watercraft	\$1,000,000	N/A	Included

PREMIUM: The total premium of: \$10,504.00 is due at inception.

PAYMENT PLAN: Full

FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGES:

Form Number	Edition	Title
MN Y 0036 0007	08 22	Seafarer Marine Yacht Declarations Page
N PHN 001	08 23	General Complaint Notice
N RUB 00001	05 23	Russia-Ukraine-Belarus Conflict Exclusion
ANIC IL D 0001	12 24	Signature Page
N AIL 00007	07 22	U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders
MN CLMY 0036 0003	03 23	SEAFARER CLAIMS
MN Y 0036 0001	03 22	Seafarer Marine Yacht Policy
MN CLY 0036 0007	12 22	Captain Warranty Endorsement
MN CLY 0036 0008 FL	01 22	Florida Amendatory Endorsement

Navigational Limits:

The tidal and coastal waters of the Atlantic and Gulf Coast of the United States and Canada from St. Johns Newfoundland, to Brownsville, Texas, including the Great Lakes, Bahamas, Turks & Caicos and Bermuda. During the period of June 1 to November 1, both dates inclusive, navigation is restricted not south of Cape Hatteras, North Carolina. Unless specifically agreed to by endorsement to this policy, the Navigational Limits exclude the coastal or territorial waters of Cuba and Haiti.

Number of Crew (including Captain): 1

Name of Captain: Antonio Del Rio

Name and Address of Loss Payee (if any):

N/A

Accelerant National Insurance Company

IMPORTANT NOTICE FOR POLICYHOLDERS

COMPLAINT PROCEDURES AND TOLL-FREE NUMBER

If you have questions about your policy, or about any insurance matter, you can contact your independent agent or broker. If you have additional questions, contact the company issuing the policy at the following address:

**Accelerant National Insurance Company
400 Northridge Rd., Suite 800
Sandy Springs, GA 30350**

Phone: 1-833-284-9200

Email: uscomplaints@accelins.com

If you have been unable to obtain satisfaction from either the agent or the company, you may contact your state Department of Insurance.

The Department of Insurance should be contacted only after the contacts with agent and the company have failed to produce a satisfactory solution to your problem.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RUSSIA-UKRAINE-BELARUS CONFLICT EXCLUSION

This endorsement modifies insurance provided under the following:

ALL PARTS OF THE POLICY

The following Exclusion is added:

This policy does not apply to any injury, loss, damage, liability, cost or expense, directly or indirectly caused by, resulting from, arising out of, or in connection with, any conflict (however termed) between Russia (including, but not limited to the disputed territories of Donetsk Region, Luhansk Region and Crimea), Ukraine and the Republic of Belarus, or any expansion of such conflict. This exclusion applies, but is not limited to, confiscation, expropriation, nationalization, deprivation or restraining in movement of vessels or cargo in the territories or possessions of Russia (including, but not limited to the disputed territories of Donetsk Region, Luhansk Region and Crimea), Ukraine or the Republic of Belarus.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



Accelerant National Insurance Company
(A Stock Company)

400 Northridge Rd.
Suite 800
Sandy Springs, GA 30350
(833) 284-9200

Your complete policy consists of the declarations, coverage form(s) and any endorsement(s).

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

A handwritten signature in blue ink, appearing to read "Michael McAnibbe".

President

A handwritten signature in blue ink, appearing to read "R. S. Jones".

Secretary

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

SEAFARER CLAIMS

NOTICE OF LOSS

Claims are managed by Raphael and Associates, a Third-Party Administrator. To report a loss and start the claim process, please submit notification and any supporting material immediately via email or phone as shown below.

Telephone: 1 (888) 613 - 3043

Email: Seafarerclaims@raphaelandassociates.com

To expedite the handling of your claim, the named insured and policy number must be provided.

SEAFARER MARINE YACHT POLICY

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INSURING AGREEMENT

In consideration of the payment of premiums when due and in reliance of the information and representations **you** have made and continue to make to **us** or one of **our** authorized representatives, and subject to the terms, conditions and warranties of the policy, **we** will provide the coverages contained herein. These coverages are indicated by the entry of specific limits of insurance on the Declarations Page and any endorsements to this policy.

DEFINITIONS

Words and phrases that appear in **bold** have special meanings and are defined as follows:

Actual Cash Value means: the replacement cost of the damaged property less a deduction for depreciation. The value of damaged property is determined at the time of loss.

Bodily Injury or **bodily injuries** means: actual physical injury, sustained by a person, including sickness, disease or death resulting therefrom. It does not include emotional distress or mental anguish unless suffered by the injured person and is the direct result of the physical injury.

Captain means: the person approved by **us** and employed by **you** as the captain of the **insured yacht** and who is acting exclusively in service of the **insured yacht** at the time of a covered **occurrence**.

Charter Agreement means: an executed contract between **you** and the **charterer** in which the **insured yacht** is rented for one or more voyages or a fixed period of time. The **charter agreement** for the **insured yacht** may include the scheduled **tender(s)**, **personal watercraft(s)** and/or **miscellaneous watercraft**; however, the **tender(s)**, **personal watercraft(s)** or **miscellaneous watercraft** cannot be chartered individually or separately.

Charterer means: the person, persons or entity named on the executed **charter agreement**.

Crew or **Crew Member** or **Crew Members** means: any person who is employed by the **named insured** to work aboard the **insured yacht** and who is acting exclusively in service of the **insured yacht** at the time of a covered **occurrence**.

Constructive Total Loss means: when the expense of recovering and repairing the yacht described on the Declarations Page is greater than the limit of insurance shown for SECTION I - COVERAGE A - HULL & EQUIPMENT.

Family Member means: any person related to **you** by blood, marriage, civil union, adoption, or a ward or foster child, who is a resident of **your** household.

Fine Art means: paintings, etchings, statuary, antiques, collectibles and other bona fide works of art, historical value or artistic merit. Jewelry, watches and furs are not considered **fine art**.

Fishing Gear means: rods, reels, lures and rigs, lines, nets, tackle and tackle boxes.

Insured means:

- a. the individual listed on the Declarations Page as the **named insured** and a **family member**;
- b. the entity, company, corporation or trust listed on the Declarations Page as the **named insured** and its executive officers, directors, and trustees but only with respect to their duties as executive officers, directors or trustees;
- c. **captain** or **crew** employed by **you**;
- d. a **charterer**;
- e. a guest, but only for coverage provided in SECTION I - COVERAGE A - HULL & EQUIPMENT;
- f. a guest operating the **insured yacht** with **your** permission, but only for coverage provided in SECTION II – COVERAGE A - PROTECTION & INDEMNITY.

Insured Yacht means:

- a. the vessel described on the Declarations Page and for which a specific limit of insurance applies;
- b. any **tender, personal watercraft** or **miscellaneous watercraft** carried on board the vessel;
- c. the hull, spars, sails, winches, rigging, fittings, ship's tackle and other equipment carried aboard as is normally required for the operation, navigation or maintenance of the vessel;
- d. machinery which includes the propulsion equipment, power generating equipment, rudders, propellers, struts and shafts, whether located inside or fixed to the outside of the vessel;
- e. tools, marine electronics (including portable marine electronics), charts, maps or similar property carried aboard as is normally required for the operation, navigation or maintenance of the vessel;
- f. furniture and furnishings including all galley equipment, dishes, flatware, and permanently installed entertainment electronics; and
- g. computer hardware owned by the **insured** and used exclusively for the navigation or management system of the vessel.

Marine Environmental Damage means: the physical injury to or the alteration or destruction of legally protected marine habitat as a direct result of its physical contact with the **insured yacht**.

Miscellaneous Watercraft means: sailboards, kayaks, and non-outboard powered soft bottom inflatables under twelve (12) feet in length, surfboards, and sailboats under fifteen (15) feet in length, owned by **you**, used in conjunction with the **insured yacht** and capable of being stored aboard the **insured yacht**.

Mysterious Disappearance means: the loss of property due to unknown or unidentifiable circumstances.

Named Insured means: the individual or entity shown on the Declarations Page as the named insured.

Navigation Electronics means: electronic equipment used for the safe navigation of the **insured yacht**. **Navigation electronics** does not mean and does not include electronic engine management systems or equipment.

Occurrence means: a sudden and unexpected event or accident to which this insurance applies, and which happens within the **policy period**. Continuous or repeated exposure to substantially the same general condition, unless excluded, is considered to be one **occurrence**.

Personal Watercraft means: a vessel less than 16 feet in length that is powered by jet pumps where the person stands, kneels or sits on rather than inside the boat. The **personal watercraft** must be owned by the **you**, used in conjunction with the **insured yacht** and capable of being stored aboard the **insured yacht**.

Policy Period means: the period when **we** provide coverage. Coverage begins as of the effective date shown on the Declarations Page at 12:01 a.m. (local time at **your** mailing address) and ends the earlier of the expiration date shown on the Declarations Page or the date of cancellation of this policy.

Pollution means: **property damage**, clean-up costs or containment expenses incurred or imposed by any federal, state or local statute or regulation, when such damage, cost or expense arises out of the sudden and accidental discharge, spillage or emission of waste, oil, fuel, petroleum or chemical products.

Property Damage means: direct physical injury to, or destruction of, tangible property. Tangible property does not mean and does not include money, precious or semi-precious metals, bullion, notes, credit, bank deposits, stocks, bonds, deeds, mortgages or other instruments of a similar nature.

Tender or **Tenders** means: any watercraft owned by **you** not exceeding 25 feet in length and is normally carried on board the **insured yacht** described on the Declarations Page and used in service to the **insured yacht**.

Total Loss means: the **insured yacht** is completely lost or destroyed.

Uninsured Watercraft means: watercraft of any type:

- a. to which no liability insurance policy or bond apply at the time of the **occurrence**;
- b. insured by a company which is insolvent or becomes insolvent; or
- c. which is a hit and run watercraft whose owner or operator cannot be identified, and which causes **bodily injury** to an **insured** by physical contact with the **insured yacht**.

Underinsured Watercraft means: watercraft of any type which does not maintain adequate limits of liability.

Unidentified Watercraft means: watercraft of any type whose owner or operator cannot be identified, and which causes **bodily injury** to an **insured** by physical contact with the **insured yacht**.

Windstorm means: a tropical cyclone, typhoon, tropical depression, tropical storm or hurricane defined by the National Hurricane Center (www.nhc.noaa). A **windstorm** begins at the time a watch or warning is issued by the National Hurricane Center for the area in which the **Insured Yacht** is located and ends 72 hours after the termination of the last warning issued for the area.

We, Us, and Our means: the underwriting Company providing this insurance.

You or Your means: the **named insured** as listed on the Declarations Page.

SECTION I - PROPERTY INSURANCE

COVERAGE A - HULL & EQUIPMENT

WHAT IS COVERED

We will cover the **insured yacht** against risks of direct physical loss or damage caused by or resulting from a covered cause of loss, while the **insured yacht** is afloat or ashore within the navigational limits specified on the Declarations Page or while being transported on any licensed and registered land conveyance within the United States and Canada.

LIMIT OF INSURANCE

The limit of insurance shown on the Declarations Page for COVERAGE A - HULL & EQUIPMENT is the most **we** will pay for any loss or damage to the **insured yacht** under this coverage.

DEDUCTIBLE

Each claim for covered loss or damage shall be adjusted separately and **we** will subtract the deductible as shown on the Declarations Page.

In the event of a **total loss** or **constructive total loss**, no deductible will apply to any coverage provided under SECTION I - PROPERTY INSURANCE.

No deductible applies to **navigation electronics**.

In the event a covered loss or damage which is the result of an allision or collision caused by another vessel or from a fire emanating from another vessel and such other vessel is determined to be legally liable for such damage(s), no deductible will apply.

In the event of a covered loss or damage involving multiple coverages with multiple deductibles, the largest applicable deductible applies.

A **windstorm** deductible, as shown on the Declarations Page, will apply to the **insured yacht** and its **additional vessel**. The **windstorm** deductible will apply to all losses (partial & total) and will not be reduced or eliminated by any other clause to the policy.

A lightning deductible, as shown on the Declarations Page, will apply to the **insured yacht** and its **additional vessel**. The lightning deductible will apply to all losses (partial & total) and will not be reduced or eliminated by any other clause to the policy.

ADDITIONAL COVERAGES UNDER COVERAGE A - HULL & EQUIPMENT

The coverages listed below are in addition to the COVERAGE A – HULL & EQUIPMENT limit of insurance shown on the Declarations Page. The limit of insurance stated within the ADDITIONAL COVERAGES applies unless a different limit is shown by endorsement. Unless stated otherwise, no deductible applies to these ADDITIONAL COVERAGES.

ADDITIONAL LIVING EXPENSES

We will pay up to \$10,000 for necessary and reasonable additional living expenses that **you** incur to minimize or prevent further damage to the **insured yacht** from a covered cause of loss.

LOST DOCKAGE EXPENSE

We will pay up to \$5,000 for non-refundable deposits and fees paid in advance for dockage or mooring space for **your insured yacht**, which **you** are unable to use as a result of a covered loss. This coverage does not apply to **your insured yacht's** primary mooring location.

TOURNAMENT ENTRY FEE COVERAGE

We will pay up to \$5,000 for non-refundable tournament entry fees paid in advance, when **you** are unable to participate in such an event as a result of a covered loss. Proof of entry in the fishing tournament must be provided. **We** will not pay both

CHARTER REIMBURSEMENT EXPENSE and TOURNAMENT ENTRY FEE for the same incident or series of events arising out of the same **occurrence**.

GALLEY SUPPLIES AND PROVISIONS

If the **insured yacht** sustains a covered **total loss** or **constructive total loss**, **we** will pay up to \$1,000 for galley supplies, provisions and consumables that were lost or damaged as a result of that loss.

BOTTOM INSPECTION

In the event of grounding of the **insured yacht**, **we** will pay the necessary and reasonable costs of sighting the bottom of the **insured yacht**, providing such inspection occurs within ten (10) days of the grounding.

PRECAUTIONARY HAUL OUT COVERAGE

If the National Weather Service issues a **named storm** watch or warning for the area where the **insured yacht** is located, **we** will pay up to \$5,000 for reasonable expenses that **you** incur to:

- a. have the **insured yacht** hauled out of the water, stored until the watch or warning has ended and then launched in the same general area; or
- b. have the **insured yacht** moved to a safe harbor, including any docking or mooring fees. However, expenses for the acquisition of lines, anchors and additional equipment to secure the **insured yacht** are not included in this additional coverage.

INSURED PROPERTY ON SHORE

We will extend the coverage provided herein to insured property that is normally aboard the **insured yacht**, but which is temporarily removed for storage in a locked facility on shore. The most **we** will pay in any one loss is \$25,000. Property Damage Coverage for the **Insured Yacht** will be reduced by the amount covered under this section.

CHARTER REIMBURSEMENT EXPENSE

We will pay up to \$35,000 for expenses **you** incur to charter or rent a substitute yacht if the **insured yacht** sustains a covered loss and repairs cannot be made within ten (10) days from the date of loss.

It is a condition of this coverage that the substitute yacht must be of similar size, type and value as the **insured yacht**, and it may only be for **your** personal and exclusive use.

We will not pay both LOSS OF CHARTER HIRE and CHARTER REIMBURSEMENT EXPENSE for the same incident or series of events arising out of the same **occurrence**.

LOSS OF CHARTER HIRE

If the **insured yacht** was subject to an executed **charter agreement**, and the charter could not take place because of a covered loss occurring after the execution of the agreement, **we** will reimburse **you** the amount of the lost charter(s) less any un-incurred expenses. However, **we** will pay no more than \$35,000 regardless of the number of charters lost.

We will not pay both LOSS OF CHARTER HIRE and CHARTER REIMBURSEMENT EXPENSE for the same incident or series of events arising out of the same **occurrence**.

TRAILERS

We will pay up to \$5,000 for direct physical loss of or damage to any trailer owned by **you** that is used exclusively for the transportation of **your insured yacht** caused by or resulting from a covered cause of loss. Trailers will be valued at **actual cash value** at the time of loss.

A \$250 deductible applies to this coverage.

TENDERS

Unscheduled **tenders** not exceeding 18 feet in length and/or 150 horsepower will be valued at **actual cash value**. The deductible for loss or damage to an unscheduled **tender** is \$250.

PERSONAL WATERCRAFT

Unscheduled **personal watercraft** up to \$5,000 will automatically be covered and valued at **actual cash value**. The deductible for loss or damage to any unscheduled **personal watercraft** is \$250.

MISCELLANEOUS WATERCRAFT

Unscheduled **miscellaneous watercraft** up to \$2,500 will automatically be covered and valued at **actual cash value**. The deductible for loss or damage to any unscheduled **miscellaneous watercraft** is \$250.

COVERAGE B - COMMERCIAL TOWING AND ASSISTANCE

WHAT IS COVERED

If **your insured yacht** is disabled at sea or on the road from other than a covered loss, **we** will pay the reasonable expenses incurred up to the limit of insurance shown on the Declarations Page for COVERAGE B - COMMERCIAL TOWING AND ASSISTANCE. Coverage is limited to the following expenses:

- a. the cost of towing of the **insured yacht** to the nearest qualified repair facility where necessary repairs can be made; and
- b. the cost of delivering gas, oil, or repair part(s) and labor at site of disablement but excluding the cost of any gas, oil or repair part(s).

This coverage does not apply when the **insured yacht** is docked, moored or located in a safe harbor. This coverage is excess over any other towing coverage in place at the time of the loss or breakdown.

No deductible applies to this coverage.

COVERAGE C - PERSONAL PROPERTY

WHAT IS COVERED

We will pay for direct physical loss or damage to personal property owned by an **insured** caused by or resulting from a covered cause of loss. This coverage only applies while the property is aboard or being carried onto or off of the **insured yacht**.

LIMIT OF INSURANCE

We will pay the lesser of the cost to repair or replace with like kind and quality or the **actual cash value** of the item at the time of the loss. The most **we** will pay for any one loss is the limit of insurance shown on the Declarations Page for COVERAGE C - PERSONAL PROPERTY.

ADDITIONAL COVERAGES UNDER COVERAGE C - PERSONAL PROPERTY

The coverages listed below are in addition to the PERSONAL PROPERTY limit of insurance shown on the Declarations Page. The limit of insurance stated within the ADDITIONAL COVERAGES applies unless a different limit is shown by endorsement. Unless stated otherwise, no deductible applies to these ADDITIONAL COVERAGES.

FINE ART

We will pay for direct physical loss or damage to **fine art**, owned by **you**, caused by or resulting from a covered cause of loss, while aboard the **insured yacht**. The most **we** will pay for the loss or damage to a scheduled item is the amount shown on the Fine Art endorsement. The most **we** will pay for loss or damage to unscheduled items is \$50,000 but not more than \$5,000 any one item.

A \$250 deductible applies to this coverage.

FIREARMS

We will pay for direct physical loss of or damage to firearms, owned by an **insured**, caused by or resulting from a covered cause of loss, while aboard the **insured yacht**. The most **we** will pay for any one loss is \$5,000. The exclusion for confiscation by a governmental authority does not apply to this coverage.

FISHING GEAR

We will pay for direct physical loss or damage to **fishing gear**, owned by an **insured**, caused by or resulting from a covered cause of loss, while aboard the **insured yacht**. The most **we** will pay for the loss or damage to a scheduled item is the amount shown on the endorsement. The most **we** will pay for loss or damage to unscheduled items is \$25,000 but not more than \$5,000 any one item. While stored ashore, coverage provided herein does not insure the **mysterious disappearance** or theft of any **fishing gear** unless there is visible evidence of forcible entry into the storage facility or there is visible evidence of forcible removal of **fishing gear** from the storage facility.

A \$500 deductible applies to this coverage.

VEHICLES

We will pay for direct physical loss or damage to ATVs, golf carts, motorcycles, motorbikes, mopeds and bicycles, owned by an **insured**, caused by or resulting from a covered cause of loss, while aboard the **insured yacht**. The most **we** will pay for any one loss is \$10,000.

A \$250 deductible applies to this coverage.

PASSPORTS AND ESSENTIAL DOCUMENTS

We will pay up to \$2,000 in any one loss for reasonable expenses that **you** incur in order to replace a passport or other essential documents that an **insured** loses, provided such documents are necessary in order to continue the voyage or shore side visits. The exclusion for **mysterious disappearance** does not apply to this coverage.

SECTION I - PROPERTY NOT COVERED AND EXCLUSIONS

The following is a list of property not covered and exclusions that apply to SECTION I – PROPERTY INSURANCE. These are in addition to the GENERAL CONDITIONS AND EXCLUSIONS APPLICABLE TO ALL COVERAGES found elsewhere in the policy.

PROPERTY NOT COVERED BY SECTION I

Unless specifically otherwise stated, **we** will not pay for loss of or damage to any of the following:

- a. currency, money, securities, traveler's checks, evidence of debt, valuable papers or documents, jewelry, gems, precious stone, watches, silver gold or precious metals, alcohol, wine or spirits, furs;
- b. contraband;
- c. galley supplies or provisions, or other consumables aboard the **insured yacht**;
- d. fuel or oils used to power or lubricate the **insured yacht**;
- e. aircraft or submersible watercraft; or
- f. land vehicles or conveyances.

SECTION I - COVERED CAUSE OF LOSS

Covered cause of loss means risk of direct physical loss, unless such cause is limited or excluded by this policy.

SECTION I - EXCLUSIONS

We will not pay for loss or damage caused by or resulting from any of the following, regardless of whether any other cause or event contributed concurrently or in any sequence or in any way to the loss or damage:

- a. wear and tear, gradual deterioration, rust, corrosion, contamination, osmosis, blistering, bubbling or delamination, electrolysis, galvanic action, wet or dry rot, dampness of the atmosphere, changes of temperature, ice, freezing, mold or mildew, bacterial contamination, weathering or inherent vice, meaning any quality in the covered property that causes it to damage or destroy itself.
- b. insects, vermin, animals or marine life; however, this exclusion does not apply to allision or collision with animals or marine life;
- c. any cost of correcting or making good any defect in design, fabrication or manufacture; however, **we** will pay for a physical loss caused by or resulting from such defect(s), unless otherwise excluded;
- d. mechanical breakdown;
- e. delay, obsolescence, loss of use, loss of market, loss of value, or any other consequential loss, except as provided

under the Additional Coverages for LOSS OF CHARTER and CHARTER REIMBURSEMENT EXPENSE;

- a. any expense related to computer software, computer programs or data recovery from failure of a hard drive or other data storage system;
- b. **mysterious disappearance**, unless occurring in conjunction with the theft of the entire yacht or unless there is visible evidence of forcible entry or forcible removal of property insured; or
- c. voluntary parting with any property by **you** or anyone with whom **you** have entrusted property.

AMOUNT PAID TO YOU IN EVENT OF LOSS

TOTAL LOSS OR CONSTRUCTIVE TOTAL LOSS

In the event of a covered **total loss** or **constructive total loss**, **we** will pay the COVERAGE A - HULL & EQUIPMENT limit of insurance shown on the Declarations Page. However, any sums **we** pay will be reduced by any previous unrepaired damage.

If we pay for a total loss or constructive total loss, we reserve the right to take possession of the remains of the insured yacht.

PARTIAL LOSS

In the event the **insured yacht** suffers a partial loss covered by this policy, **we** will pay the reasonable cost to repair or replace, whichever is less, with material of like kind and quality without deduction for depreciation. **We** will pay no more than the limit of insurance listed on the Declarations Page under COVERAGE A - HULL & EQUIPMENT, less the deductible applicable to COVERAGE A - HULL & EQUIPMENT shown on the Declarations Page.

In the event of a loss to sails, canvas or plastic coverings, fabric or carpets over 3 years of age, outdrive units and outboard motors over 5 years of service, and internal machinery over 11 years of service, **we** will pay the lesser of the cost to repair or replace with like kind or quality, or the **actual cash value** of the item, at the time of the loss.

UNREPAIRED DAMAGE

We will not pay for any physical loss or property damage not repaired if the **insured yacht** is subsequently lost, destroyed, or declared a **constructive total loss**, whether or not such unrepaired damage is due to a loss covered under this **policy**. **We** will not cover any loss or damage caused directly or indirectly, in whole or in part, by any previously unrepaired damage.

ABANDONMENT

If **we** take steps to protect damaged property, this does not mean we are accepting an abandonment of the property. **You** cannot abandon any property to **us** unless **we** agree in writing to accept it, and **you** cannot abandon any property to others unless **we** agree to it in writing.

PREMIUM EARNED

If the **insured yacht** sustains a covered **total loss** or **constructive total loss**, the annual premium for the entire **policy period** is fully earned. Before a claim payment is made, **you** must pay all premium due. All premium payments must be made in US Dollars.

APPRAISAL AND DISPUTE

In the event that **you** and **we** cannot agree on the amount of a COVERAGE A- HULL & EQUIPMENT loss, **you** or **we** may demand an appraisal of such loss. Upon receipt of written demand for an appraisal, each will choose a competent appraiser within twenty (20) days. If the two appraisers are unable to agree on the amount of loss, they will pick a competent, impartial umpire within fifteen (15) days to settle any differences. However, if they cannot agree on an umpire, you or we can ask a judge of a court having jurisdiction to select an umpire. Each party will be responsible for payment of their appraiser and will share the cost of the umpire equally. The amount agreed upon by any two of these three will set the amount of loss.

PAYMENT

We will pay any loss covered under this policy to the **named insured** and/or any loss payee, as shown on the Declarations Page, within thirty (30) days after:

- a. reaching an agreement with **you**;
- b. receiving and accepting a signed sworn proof of loss statement or masters protest and receiving a release of liability;
- c. the entry of a final judgement;
- d. the filing of an arbitration award with **us**; or
- e. conclusion of the appraisal and dispute process.

We will not pay a loss that has been paid by others. **We** will not pay more than **your** insurable interest in the **insured yacht** at the time the loss occurs. If more than one loss payee is named, the order of payment will be the same as the order of precedence of the loss payees. All sums payable under this policy shall be made in US Dollars.

SECTION II - LIABILITY INSURANCE

As respects to the coverages provided under SECTION II - COVERAGE A - PROTECTION & INDEMNITY, COVERAGE B - MEDICAL PAYMENTS, or COVERAGE C - UNINSURED, UNDERINSURED OR UNIDENTIFIED WATERCRAFT, coverage shall only apply when a limit of liability is specified on the Declarations Page applicable to that coverage.

COVERAGE A - PROTECTION & INDEMNITY

WHAT IS COVERED

We will pay damages caused by an **occurrence** to which this coverage applies and for which the **insured** shall become legally obligated to pay, arising out of the ownership, maintenance or use of the **insured yacht** and which results in **bodily injury, property damage, or pollution**.

We will settle or defend, as **we** consider appropriate, any claim or suit for **bodily injury, property damage or pollution** covered by this policy, and pay any necessary court costs. The choice of defense counsel is **our** exclusive right. The cost of defense is in addition to the limit of liability under SECTION II - COVERAGE A - PROTECTION & INDEMNITY, as shown on the Declarations Page.

Our duty to defend ends when **we** have paid the applicable limit of liability in the payment of judgments or settlements under SECTION II - COVERAGE A - PROTECTION & INDEMNITY, as shown on the Declarations Page.

JONES ACT, DEATH ON THE HIGH SEAS ACT OR GENERAL MARITIME LAW

We will pay for sums for which **you** become legally obligated to pay to **your** paid **captain** and **crew**, as required by the Federal Jones Act, Death on the High Seas Act or under the General Maritime Law of the United States, for **bodily injury** to the **captain** or **crew** which occurs while they are in service to the **insured yacht**. This coverage is included within the limit applicable to SECTION II - COVERAGE A - PROTECTION & INDEMNITY.

MARINA NAMED AS AN ADDITIONAL INSURED

When required by written contract executed prior to an **occurrence**, **we** will add a marina, boat yard or yacht club as an additional **insured** but only as respects to their liability to others that occurs as a result of **your** negligence in the safe operation, maintenance, mooring, berthing or use of **your insured yacht**. **We** will not waive our rights against any person or entity for their liability for any loss to **your insured yacht**.

OPERATING OTHER VESSELS

We will extend the coverage provided by this policy to **your** liability, subject to the other provisions of this policy, while operating another vessel with the permission of its owner. This coverage includes **property damage** to such vessel, or to the vessel's equipment or to any property aboard such vessel. This coverage does not extend to any consequential damage or any indirect loss or damage, including loss of use.

If any other liability insurance applies, this coverage will apply only as excess over such other insurance. The liability coverage provided under this section will not apply if the other vessel is:

- a. a personal watercraft or power boat under 26' in length;
- b. rented, chartered, or used for any commercial purpose; or
- c. furnished for the regular use of, or owned wholly or in part by an **insured**.

The most **we** will pay in any one **occurrence** is \$100,000. **Our** payment in any one **occurrence** will not be greater than this limit regardless of the number of **insureds** or injured persons, the number of claims made, or the number of watercraft involved in any accident, or series of accidents arising out of the same event. This coverage is included within the limit of liability for SECTION II - COVERAGE A - PROTECTION & INDEMNITY.

A \$5,000 deductible applies to this coverage.

REMOVAL OF WRECK

We will pay for the cost to raise, remove, destroy or dispose of the **insured yacht** or any reasonable attempt to do so, even if such efforts are unsuccessful, if required by law or mandated by governmental authority. This coverage is included within the limit of liability for SECTION II - COVERAGE A - PROTECTION & INDEMNITY.

MARINE ENVIRONMENTAL DAMAGE

We will pay those sums which **you** are legally liable to pay for **marine environmental damage** as a result of physical contact with the **insured yacht**. **Our** payment for any one **occurrence** will not be greater than \$250,000 regardless of the number **insureds**, the number of claims made, or the number of watercraft involved in any accident, or series of accidents arising out of the same event. This coverage is included within the limit of liability for SECTION II COVERAGE A - PROTECTION & INDEMNITY.

LIMIT OF LIABILITY

The most **we** will pay in any one **occurrence** is the limit of liability under SECTION II - COVERAGE A - PROTECTION & INDEMNITY on the Declarations Page or the amount for which the **insured** is liable, whichever is less. **Our** payment for any one **occurrence** will not be greater than this limit regardless of the number of **insureds** or injured persons, the number of claims made, or the number of watercraft involved in any accident, or series of accidents arising out of the same event.

ADDITIONAL COVERAGES UNDER COVERAGE A - PROTECTION & INDEMNITY

The coverages listed below are in addition to the PROTECTION & INDEMNITY limit of insurance shown on the Declarations Page. The limit of insurance stated within the ADDITIONAL COVERAGES applies unless a different limit is shown by endorsement. Unless stated otherwise, no deductible applies to these ADDITIONAL COVERAGES.

These additional coverages do not apply if **we** do not provide any coverage for COVERAGE A - PROTECTION & INDEMNITY.

SEARCH AND RESCUE

We will pay for the reasonable expenses incurred by an **insured** for a search, rescue or recovery operation for a person lost overboard from the **insured yacht**.

We will pay for the reasonable expenses incurred by an **insured** for a search or rescue operation at the request of any mariner in distress or governmental authority as part of a Safety of Life at Sea (SOLAS) request.

The most **we** will pay in any one **occurrence** is \$25,000 regardless of the number of persons or vessels involved.

BOND

We will pay the cost of a bond to release the **insured yacht** which is being used to secure **your** legal obligation in any suit **we** defend. The bond shall not exceed the limit applicable to SECTION I - COVERAGE A - HULL & EQUIPMENT or SECTION II - COVERAGE A - PROTECTION & INDEMNITY specified on the Declarations Page, whichever is less. **We** will not furnish the bond.

HIJACK AND/OR KIDNAP

We will pay up to \$25,000 in any one **occurrence** for professional negotiation expenses in connection with the hijacking of the **insured yacht** or the kidnapping of an **insured** while aboard the **insured yacht**.

WAGES AND SALARY

We will pay up to \$250 per day, but not more than a total of \$10,000 in any one **occurrence**, for lost wages or salary that an **insured** cannot collect due to attendance at hearings or trials at **our** request.

COVERAGE B - MEDICAL PAYMENTS

WHAT IS COVERED

We will pay the necessary medical expenses resulting from a **bodily injury** to **you** or others from an **occurrence** which occurs while in, upon, boarding, or dis-embarking the **insured yacht**. To be covered, these expenses must be incurred within one year from the date of the **occurrence**. If there are any other medical benefits available to the injured person, this coverage will be excess over such other insurance. Medical expenses, as used here means reasonable charges for first aid, ambulance, medical and hospital services, prescription drugs and repatriation. Medical expenses also include reasonable charges for professional nursing and rehabilitation services, prosthetic device expenses and funeral costs.

Medical expenses do not include rest cures, periods of quarantine, treatment for abuse of or addiction to drugs or alcohol, or in-patient psychiatric care.

Expenses for cosmetic or plastic surgery and any dental or optical treatments or care are excluded, unless necessitated by a **bodily injury**.

LIMIT OF LIABILITY

The most **we** will pay for medical expenses for **bodily injury** to any one person resulting from any one **occurrence** is the limit of liability for SECTION II- COVERAGE B - MEDICAL PAYMENTS.

COVERAGE C - UNINSURED, UNDERINSURED, OR UNIDENTIFIED WATERCRAFT

WHAT IS COVERED

We will pay the damages that **you** are legally entitled to recover from an **uninsured watercraft** or **underinsured watercraft** owner or operator, or an **unidentified watercraft**, which causes **bodily injury** to an **insured** while aboard the **insured yacht**. Coverage only applies to **bodily injury** that occurs as a result of direct physical contact between the other watercraft and the **insured yacht**.

LIMIT OF LIABILITY

The limit of liability specified in the Declarations Page under SECTION II- COVERAGE C - UNINSURED, UNDERINSURED OR UNIDENTIFIED WATERCRAFT, is the most that **we** will pay, regardless of the number of **insureds**, number of claims made, or number of watercraft involved in any one **occurrence**. 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 SECTION II – COVERAGE A - PROTECTION & INDEMNITY or COVERAGE B - MEDICAL PAYMENTS coverages of this policy.

COVERAGE C - UNINSURED, UNDERINSURED OR UNIDENTIFIED WATERCRAFT EXCLUSIONS

We do not provide coverage:

- a. if the other vessel is owned or operated by a governmental agency or government employee;
- b. if the other vessel is owned by or furnished for regular use by an **insured**; or
- c. where no evidence of direct physical contact exists between the **insured yacht** and an **uninsured watercraft, underinsured watercraft** or **unidentified watercraft**.

CREW LIMITATION APPLICABLE TO ALL SECTION II COVERAGES

There shall be no more than the number of **crew members**, including the **captain**, shown on the Declarations Page, employed in service of the **insured yacht** at any one time.

If additional **crew members** are employed in the service of the **insured yacht** at any time during the **policy period** the **insured** or their agent are required to give prior notice to **us** and **you** shall immediately pay any additional premiums.

If the number of **crew members**, including the **captain**, exceeds the number on the Declarations Page, **our** payment to any

injured **captain** or **crew members** will be reduced. **We** will pay no more than the proportion that the number of **crew members** shown on the Declarations Page bears to the actual number of **crew members** in the service of the **insured yacht** at the time of any **occurrence**.

SECTION II - EXCLUSIONS

The following is a list of exclusions that apply to SECTION II – LIABILITY INSURANCE. These are in addition to the GENERAL CONDITIONS AND EXCLUSIONS APPLICABLE TO ALL COVERAGES found elsewhere in the policy.

SECTION II EXCLUSIONS APPLICABLE TO COVERAGE A – PROTECTION & INDEMNITY, COVERAGE B – MEDICAL PAYMENTS, and COVERAGE C - UNINSURED, UNDERINSURED OR UNIDENTIFIED WATERCRAFT

We do not cover:

- a. **bodily injury** to atrespasser;
- b. liability which has been assumed by an **insured** under a contract or agreement, or any breach of contract, unless liability would have existed in the absence of such contract or agreement; however, **we** will cover **your** legal liability for **bodily injury** or **property damage** assumed under a written storage or slip rental contract for the **insured yacht**.
- c. liability arising out of the transportation of the **insured yacht** on land;
- d. damages or 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 including but not limited to the Jones Act, Death on the High Seas Act or under General Maritime Law. This exclusion does not apply to the coverage provided under JONES ACT, DEATH ON THE HIGH SEAS ACT OR GENERAL MARITIME LAW;
- e. **bodily injury** or **property damage** caused by, resulting from or arising out of the use of the **insured yacht** without **your** permission;
- f. **bodily injury** or **property damage** caused by, resulting from arising out of or in any way contacted with any mold, fungi, bacteria or other similar organism of any kind or nature. This exclusion does not apply to the coverage provided under JONES ACT, DEATH ON THE HIGH SEAS ACT OR GENERAL MARITIME LAW;
- g. any liability arising from humiliation, discrimination, harassment, false arrest, false imprisonment, wrongful detention, libel, slander, defamation of character or invasion of rights of privacy;
- h. **bodily injury** or **property damage** caused by, resulting from or arising out of the ownership, maintenance, use, transport, towing, loading or unloading of any aircraft; bicycle, motorcycle, motorbike, moped, automobile or other motorized land vehicles; or submersible watercraft; or
- i. **bodily injury** or **property damage** caused by, resulting from or arising out of the use of alcoholic beverages or contraband.

SECTION II EXCLUSIONS APPLICABLE TO COVERAGE A – PROTECTION & INDEMNITY

We do not cover:

- a. **your** liability to **your family member**;
- b. liability of any **insured** to **you** or **your family member**;
- c. **your** liability for **property damage**:
 - 1) to any property leased or rented to, or in the charge of any **insured** other than a mooring, berth space, or boathouse; or
 - 2) in the care, custody or control of any **insured**.
- d. any liability for wages, employment benefits or provisions furnished to the **captain** or **crew**, except to the extent that such coverage is provided under ADDITIONAL LIVING EXPENSE in SECTION I of this policy, Jones Act or General Maritime Law;
- e. **bodily injury** or illness to any person engaging in the act of scuba or free diving.

GENERAL CONDITIONS AND EXCLUSIONS APPLICABLE TO ALL COVERAGES

CAPTAIN WARRANTY

You warrant that the **captain**:

- a. will be employed by **you** on a full time basis and shall work solely on the **insured yacht**;
- b. shall be in command of the **insured yacht** at all times when it is underway; and
- c. may not, under any circumstances, have other employment as a **captain** for any other **yacht** or watercraft.

If any condition of this warranty is not fully complied with, the coverages provided by this policy are null and void.

STORM PREPARATION COMPLIANCE WARRANTY

You warrant full compliance with the terms of the Storm Preparation Statement submitted to **us**. If this warranty is not fully complied with, the coverages provided by this policy are null and void.

It is a warranty of coverage, that if the National Weather Service issues a named storm watch or warning for the area where the **insured yacht** is located, **you** and **your captain** agree to take the following actions in preparation for same, to protect the **insured yacht**.

A Named Storm is defined as a tropical cyclone or hurricane and assigned a name by the National Hurricane Center (www.nhc.noaa). Under the terms of this endorsement, a Named Storm begins at the time a watch or warning is issued by the National Hurricane Center for the area in which the **insured yacht** is located, and ends 72-hours after the termination of the last warning issued for the area by the National Hurricane Center

If the vessel is hauled in a marina and/or shipyard the facility must provide adequate equipment necessary to properly secure the vessel to withstand a named windstorm.

If the vessel is hauled out of the water and kept at a private facility, the vessel should be hauled and strapped securely to a secured anchor, such as eyes set in concrete or helical anchors drilled into the ground. If jack stands are used, make sure the vessel is secured and blocked with the vessel lashed directly to the ground or to concrete blocks.

In addition, the vessel's interior and stowage lockers shall be secured and locked to prevent theft and vandalism and all loose or removable items, components, parts and equipment, including but not limited to personal effects, sails, cushions, canvas, covers and booms, must be removed and properly secured to prevent damage or loss.

If the vessel is hauled and stored in a building, the building should be rated to withstand a CAT 4 or greater storm.

If the vessel is remaining in the water at a marina, it should be secured to floating or fixed docks that are equipped and suited to provide protection to the vessel. Adequate measures must be taken to allow for excess wind and tidal surge. This includes but is not limited to heavy lines, extra fenders, chafe gear, storm anchors and gear suited for heavy weather. Marinas located on barrier islands are typically not ideal locations to secure a vessel during a storm.

If the vessel is secured to a mooring, insured should verify that the mooring top and bottom chain has been recently serviced. Adequate line thickness and chafe gear should be in place and the yacht should have as much swing room as possible.

If the vessel is being moved to a hurricane hole or protected area in order to avoid the effects of the Named Storm and prevent damage or loss, the vessel should be moved in a timely manner and the direction should be reasonably calculated to avoid damage from the Named Storm. Proper anchorages and lines should be used to secure the vessel. If the vessel is moved and then secured, it must be secured in accordance with requirements outline above, unless the projected path of the Named Storm indicates the vessel will not be affected by the Named Storm.

If the **insured yacht** is in a yard ashore having work performed by the yard and as a result **you** are unable to carry out the terms of the approved storm preparation statement, a 25% wind deductible will apply to any damage claim, unless **you** notify **us** in writing of **your** revised storm plan at least 48 hours before the event and such plan is approved by **us**.

Failure to carry out the steps outlined shall be deemed a breach of this warranty and will void coverage for any and all damage or loss, defense costs and liabilities arising from the Named Storm

NAVIGATIONAL LIMITS

No coverage will be provided by this policy when the **insured yacht** is being used, stored afloat or ashore or navigated outside the navigational limits specified on the Declarations Page or by endorsement to this policy.

HELD COVERED

If the navigational limits of this policy are breached for reasons beyond the control of the insured during the **policy period**, coverage will remain in effect, provided:

- a. an **insured** reports to **us**, within 10 calendar days following knowledge of the breach, the facts and circumstances of such breach; and
- b. additional premiums required by **us**, if any, are paid.

If the **insured yacht** is at sea when this policy expires, the coverages provided by this policy will automatically continue until the **insured yacht** arrives safely at the next available port of call.

This provision does not apply to a policy that is being cancelled or non-renewed, as evidenced by **our** legal notice sent to **you**.

NEWLY ACQUIRED YACHT

Coverage provided under SECTION I – PROPERTY INSURANCE and SECTION II - LIABILITY INSURANCE of this policy will apply to any yacht which **you** acquire ownership of during the **policy period**. Coverage applies for up to 10 days from the date of acquisition.

In the event of a loss or **occurrence**, any additional premium determined will be due immediately. The value of the newly acquired yacht shall be the lesser of the following:

- a. its **actual cash value**;
- b. the actual purchase price; or
- c. the limit of insurance shown on the Declarations Page for the **insured yacht**.

COVERAGE WHILE CHARTERED

Coverage provided under SECTION I – PROPERTY INSURANCE and SECTION II - LIABILITY INSURANCE of this policy does not apply while the **insured yacht** is being chartered for private pleasure use unless it is in the care, custody and control of **your captain**. Charter use of the **insured yacht** is limited to eighty-four (84) days during any twelve (12) month **policy period**, unless a different number of days has been agreed to by **us**. If the **insured yacht** is chartered for more than the agreed number of days, coverage provided by this policy is null and void.

REFIT, REPAIR and HOT WORK

It is warranted that **you** must notify **us** notice prior to the **insured yacht** arriving at the yard or prior to commencement of the work, when any refit, repair or hot work is to be performed. **We** reserve the right to change terms, conditions, and premiums of the policy upon such notice. Failure to notify **us** may result in coverage being null and void.

FLAG STATE REQUIREMENT

The coverage provided by SECTION I – PROPERTY INSURANCE and SECTION II - LIABILITY INSURANCE of this policy will not apply if, at the time of direct physical loss or damage or any **occurrence**, the **insured yacht** is not operating within the laws, statutes and rules of its flag state and classification society.

BUSINESS USE LIMITATION

Coverage provided by SECTION I – PROPERTY INSURANCE and SECTION II - LIABILITY INSURANCE of this policy does not apply when the **insured yacht** is being used for other than private pleasure use, except for private pleasure use while on charter.

Business entertainment for which there is no direct remuneration is considered private pleasure use and is not excluded.

BOAT SHOWS

Coverage provided by SECTION I – PROPERTY INSURANCE and SECTION II - LIABILITY INSURANCE of this policy does not apply when the **insured yacht** is on display, unless it is at an industry sanctioned boat show within the navigational limits of this policy, all required licenses and permits have been obtained, and the **insured yacht** is attended at all times by **your captain** or **crew**.

When required by written contract executed prior to an **occurrence**, we will add a boat show as an additional **insured** but only as respects to their liability to others that occurs as a result of **your** negligence in the safe operation, maintenance, mooring, berthing or use of **your insured yacht**. We will not waive **our** rights against any person or entity for their liability for any loss to **your insured yacht**. Boat shows are only added as additional insured when a certificate of insurance is provided to the boat show on **your** behalf and then only for the entity named in such certificate.

RACING AND EXHIBITIONS

This policy does not provide any coverage while the **insured yacht** is being prepared for, practicing for or operated in any race or speed test of any kind, whether or not such race or speed test is officially sanctioned. This limitation does not apply to sailing vessels participating in yacht club regattas and events, or exhibitions in celebration of historic events.

INTENTIONAL OR ILLEGAL ACTS

This policy does not provide coverage for any loss, damage or **occurrence** caused by or resulting from or arising out of intentional or illegal acts, willful misconduct of any **insured**, or illegal use of the **insured yacht**, whether or not the result was intended or expected.

COMMUNICABLE DISEASE EXCLUSION

We will not cover loss, damage, injury, liability or expense directly or indirectly caused by or contributed to or arising from:

- a. actual transmission, alleged transmission, existence, fear or threat of a communicable disease;
- b. diagnosis, identification, clean up, detoxification, removal, monitoring or testing relating to a communicable disease;
- c. loss of revenue, loss of hire, business interruption, loss of market, delay or any direct or indirect financial loss, howsoever described, as a result of a. or b. above.

FRAUD AND CONCEALMENT

This policy is null and void if **you** or **your** agent has omitted, concealed, misrepresented, sworn falsely, or attempted fraud in reference to any matter relating to this insurance before, during or after any loss, damage or **occurrence**.

DUTIES OF AN INSURED - WHAT TO DO IN THE EVENT OF A LOSS OR **OCURRENCE**

In case of a loss or an **occurrence** to which this insurance may apply or if **you** and any insured person are sued in connection with a loss or an **occurrence** which may be covered under this policy, **you** must:

- a. give notice to **us**, or **your** agent or broker, as soon as reasonably possible. **You** must give prompt notice by telephone or in writing. In addition, if **you** think that a crime has been committed, **you** must notify the police, and, if appropriate, the coast guard or other maritime authority;
- b. take all necessary steps to protect the property from further damage. **We** will pay the reasonable costs **you** incur in preventing further damage. **We** do not cover **captain** or **crew** wages, or **your** labor or personal expense;
- c. submit a signed sworn proof of loss statement to **us** within sixty (60) days of **our** request, that sets forth, to the best of **your** knowledge, the details of the loss and the records needed to verify the loss, the amount of the loss, and **your** interest in any property damaged or lost;
- d. allow **us** to inspect, photograph, appraise and conduct tests on the **insured yacht** or any insured property before the commencement of repairs or before property is discarded;
- e. immediately forward to **us** any legal papers or notices received in connection with any loss or **occurrence**;
- f. 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 to protect the property from further damage or provide first aid in the event of a **bodily injury**;
- g. make available to **us** all medical records and reports and allow examinations by physicians of **our** choice, when pertinent to the loss;
- h. make available to **us** all relevant documents, including but not limited to ships logs, **crew** lists, employment contracts, written **charter agreements**, accounting documents, tax returns or any other documents relating to the ownership, chartering, maintenance, repair or use of the **insured yacht**; and
- i. cooperate with **us** in the investigation, defense or settlement of any loss. **You** must agree to be examined under oath as often as **we** request **you** to do so and make available **your captain**, members of **your crew** or anyone operating **your insured yacht** with **your** permission, for an examination under oath, if **we** so request.

Failure to comply with any of these duties will result in no coverage provided under this policy for the subject loss or **occurrence**.

TRANSFER OF INTEREST (CHANGE IN OWNERSHIP)

Coverage provided by **us** will terminate automatically if **you** sell, assign or transfer **your** interest in the **insured yacht** or any interest in the policy, if **you** become bankrupt or insolvent or if the **insured yacht** is legally removed from **your** custody and control. Change in ownership refers to the transfer of the **insured yacht** or its beneficial ownership from one individual, firm, corporation, limited liability company, or beneficial owner to another.

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 yacht**. 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 or storage of the **insured yacht** which includes a waiver of subrogation provision shall not void this policy provided **you** have given **us** prior notice.

LEGAL ACTION AGAINST US

No legal action may be brought against **us** unless there has been full compliance with all terms, conditions and warranties, whether implied or stated, of this policy. With respect to any claim or loss to the **insured yacht** or insured property, the action must begin within one year of the date of direct physical loss or damage. No one has a right under this policy to bring **us** into any action to determine the liability of an **insured**.

OTHER INSURANCE

If there is any other available insurance that would apply in the absence of this policy, the coverage provided under this policy shall apply only as excess over that other insurance.

NO BENEFIT TO BAILEE

No person or organization having custody of the **insured yacht** and being compensated for services, other than an **insured**, shall benefit from this insurance.

NON-WAIVER CLAUSE

No action taken on **our** part following an **occurrence** or loss to salvage, recover or prevent the **insured yacht** from further damage, or any action which may be taken by **us** in connection with the investigation of any **occurrence** or loss shall be considered as a waiver of **our** rights or any terms and conditions under this policy.

TOWING OF OTHER VESSELS

We will not cover any loss, damage, expense or liability in connection with the **insured yacht** towing another vessel. This exclusion does not apply:

- a. when towing another vessel or craft in distress which needs immediate assistance; or
- b. when towing **your** own **tender** in protected waters for the purpose of shifting berths or anchorage.

PARASAILING OR SIMILAR ACTIVITY

We do not cover any loss, damage, claim or expense arising directly or indirectly, in whole or in part, when towing a person in or on a device designed for flight such as parasailing or kite surfing.

INSURED YACHT EXCLUDED AS OCEAN CARGO

Unless **we** agree in writing, **we** do not cover the **insured yacht** while such vessel is being shipped as cargo aboard other watercraft.

FINES AND PENALTIES

We will not cover any fine or penalty that any governmental agency requires **you** to pay.

PUNITIVE AND EXEMPLARY DAMAGES

We will not cover any punitive or exemplary damage award that **you** may be required to pay.

CHANGES

All agreements between **you** and **us** are contained in this policy. Any changes in this policy must be agreed to by **us** in writing. Premium(s), if any, will be adjusted as of the effective date of the change.

LIBERALIZATION

If **we** adopt a change or revision to all of the policies **we** issue that broadens the coverage in this policy without an additional premium charge, then such change or revision will apply to this policy as of the date that **we** adopt such change or revision.

CHOICE OF LAW AND JURISDICTION

This policy shall be construed in accordance with the General Maritime Law or Admiralty Rule. If no General Maritime Law or Admiralty Rule applies then the law of the state of New York will apply. Any dispute arising under or in connection with this policy or related to any matter which is subject to this policy shall be subject to the exclusive jurisdiction of the state of New York.

CONFORMITY TO STATE STATUTE AND TRADE SANCTION LAWS

Should any provision of this policy be unenforceable pursuant to any state statute or other law, this policy shall conform to the minimum requirements of that statute or law. Whenever coverage provided by this policy would be in violation of any U.S. economic trade sanctions or similar laws or regulations of any country that would prohibit **us** from providing insurance, such coverage shall be null and void.

CHEMICAL WEAPONS, WAR, SEIZURE, NUCLEAR, CYBER ATTACKS AND TERRORISM EXCLUSION

In no case shall this policy cover loss, damage, liability or expense directly or indirectly caused by, contributed to, or arising from an actual or threatened act involving:

- a. any chemical, biological, biochemical or electromagnetic weapon, device, agent or material when used in a hostile manner;
- b. war (declared or undeclared), civil war, insurrection, rebellion, revolution, or any consequence of these;
- c. the lawful or unlawful capture, seizure, arrest, confiscation or detainment of the **insured yacht** or covered property by any governmental or military power or authority. In the absence of unlawful activities, however, **we** will pay for any physical damages to the **insured yacht** or its equipment caused by United States governmental authorities;
- d. radioactive contamination, radiation or nuclear reaction, all whether controlled or uncontrolled or however caused, or any consequences of these, except loss by fire arising directly or indirectly from one or more of these causes;
- e. any computer, computer system, software program, virus or process or any other electronic system, as a means for inflicting damage or harm, or any consequence thereof; or
- f. any act of terrorism which is defined and certified under the US Federal Terrorism Risk Insurance Act of 2002, or any of its amendments.

POLICY RENEWAL

If **we** agree to renew coverage on the anniversary date of this policy, the renewal premium, policy provisions and guidelines **we** use will be those in effect at the date of the renewal.

If **we** decide to nonrenew this policy, subject to the requirements of state law, **we** will notify **you** in writing at least thirty (30) days prior to the renewal date, by mailing such notice to the **named insured** at the address last shown on the Declarations Page of this policy.

CANCELLATION AND RETURN OF PREMIUM

You may cancel this policy by providing **us** with advance written notification of the cancellation date.

If **we** cancel this policy for non-payment of premium, **we** will give ten (10) days' notice. If **we** cancel this policy for any reason other than non-payment of premium, **we** will give thirty (30) days' notice. **Our** 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 will be effective even if **we** owe **you** return premium. The return premium, if any, will be calculated on a pro-rata basis except when the **insured yacht** has incurred a **total loss** or a **constructive total loss**.

This policy shall be cancelled automatically if **we** pay a **total loss** or a **constructive total loss** to the **insured yacht** and no notice need be sent.

If the **named insured** is a corporation or limited liability company, this policy will be cancelled automatically, without notice, if the corporation is dissolved or initiates any proceedings to achieve legal protection from its creditors unless **we** are notified within a timely manner and agree, in writing, to any changes.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

Named Insured: My Dream 25 LLC

Policy Number: N0036YB001259-00

This endorsement effective: 11/3/2025 At 12:01 a.m. Local Time of the **Named Insured** Mailing Address

**CAPTAIN WARRANTY – CHANGE IN CAPTAIN
ENDORSEMENT**

This endorsement modifies insurance provided under the following:

SEAFARER MARINE YACHT POLICY

For the purposes of this endorsement:

Captain Warranty

You warrant that the captain:

1. shall be in command of the insured yacht at all times when it is under charter

It is understood and agreed that:

Captain Antonio Del Rio is approved as **captain**.

Number of **crew** (including **captain**) is 1

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

Named Insured: My Dream 25 LLC

Policy Number: N0036YB001259-00

This endorsement effective: 11/3/2025 At 12:01 a.m. Local Time of the **Named Insured** Mailing Address

FLORIDA AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

SEAFARER MARINE YACHT POLICY

POLICY RENEWAL under the GENERAL CONDITIONS AND EXCLUSIONS APPLICABLE TO ALL COVERAGES section is replace by the following:

POLICY RENEWAL

If **we** agree to renew coverage on the anniversary date of this policy, the renewal premium, policy provisions and guidelines **we** use will be those in effect at the date of the renewal.

If **we** decide to nonrenew this policy, subject to the requirements of state law, **we** will notify **you** in writing at least forty-five (45) days prior to the renewal date, by mailing such notice to the **named insured** at the address last shown on the Declarations Page of this policy. If notice is mailed, proof of mailing will be sufficient proof of notice.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED