Cover Note

Declaration Number: CSRYP/2505561

Assured: Vicpri LLC

Assured's Address: 7030 NW Turtle Walk
Boca Raton
FL 33487
USA

Assured's Agent: Florida Marine Insurance Services, LLC
3754 Valley Park Way
Lake Worth
FL 33467

Scheduled Vessel: Copay, 2003 80' Lazzara with MTU Twin 1300hp diesel engine, LYC80061D303

Period of Cover: from October 1, 2025 00.01 LST to October 1, 2026 00.01 LST

Cover and Respective Insured Limits:

Section	Sum Insured	Deductible
A **Third-Party Liability** CSL	US$ 2,000,000	US$ 2,500
Crew Liability Extension within CSL	US$ 2,000,000	US$ 2,500
Commercial Passenger Liability Extension within CSL	US$ 2,000,000	US$ 2,500
Limited Pollution Extension within CSL	US$ 2,000,000	US$ 2,500

Total Premium: US$ 11,534 cancelling returns only + US$ 50 Certificate Fee

In the event of cancellation by the Assured minimum of 25% of premium deemed earned.

Named Operators: Brett Roessi; Colton Berzal

Laid Up Period: None

Navigational Limits: Warranted that the Scheduled Vessel is confined to Florida, the Bahamas and the Caribbean Sea (excluding Cuba, Colombia, Haiti and Venezuela) - not to exceed 150 miles offshore.

Insuring Agreement Wording:

Commercial Yacht Liability Insuring Agreement (LYP/22/COM). Amended to include Captain Charter with liability to maximum eight passengers within Combined Single Limit. Including liability to three paid crew within Combined Single Limit. It is warranted that all participants will sign a Concept Special Risks Limited (CSR/WAV/23-1) release of liability, regardless of whether they are paying or complimentary, prior to the commencement of the charter activity, unless otherwise agreed by us, all releases of liability must be retained for seven years and provided to us on request. Additional Assured noted as per schedule below.

Additional Warranties, Terms and Conditions:

This insuring agreement incorporates in full your application for insurance and together with your Named Windstorm Plan, Letter of Compliance, any other supplementary questionnaires and any endorsements issued herein, constitutes the entire contract between us. At your request, various provisions of this insuring agreement may be varied by us but only by our prior written agreement.

Warranted that a minimum of two Named Operators must be on board whenever the Scheduled Vessel is navigating.

Warranted that the Scheduled Vessel does not exceed more than ninety charter days per policy period.

Third Party Liabiity for the Scheduled Jet Ski is included at a sub-limit of $1,000,000 deductible $2,500 within Combined Single Limit.

Insuring Agreement Endorsements:

Jet Ski Endorsement (CSR/JSE/22-1)
Marina Additional Assured Endorsement (CSR/MAE/24-1)

Insurance Provider: Lloyd's Syndicates per UMR B0507GI2500588 (100%)

Lloyd's Syndicates with UMR B0507GI2500588 are Aegis syndicate no. 1225 AES (37.5%), HCC syndicate no. 4141 HCC (31.25%), and Amlin syndicate no. 2001 AML (31.25%)

Loss Payee: Assured

Signed: Monday October 20, 2025

For and on behalf of Participating Underwriters/Insurers

Surplus Lines Insurers are not required to file or obtain approval of policy form and rates by your local insurance department or regulatory authority.

Schedule of Additional Assureds:

1. Boca Owner, LLC; Boca Bungalows Owner, LLC; Boca Premier Club Owner LLC; Boca Jewel Parcel Owner, LLC; The Boca Raton, LLC; dba The Boca Raton, by Boca Resort Managment Company LLC, its managing Agent, 501 E Camino Real, Boca Raton, FL 33432

Commercial Yacht Liability Insuring Agreement

1. Definitions

i. 'You and Your' refer to the insured named on the Declaration Page and any person who possesses any legal or beneficial interest in any corporation, trust or entity either declared as the owner of the Scheduled Vessel or as an additional assured.

ii. 'We, Us and Our' refer to the Insurers named on the Declaration Page or accompanying schedule of Insurers.

iii. 'Covered Person,' means You, and/or any person detailed on Your application form which has been submitted by You and approved by Us, provided that person has been declared to Us in writing as an operator of the Scheduled Vessel.

iv. 'Scheduled Vessel' means the vessel described on the Declaration Page.

v. Words in the singular are deemed to encompass the plural and vice versa.

vi. 'Navigational Limits' means all waters as limited and shown on the Declaration Page unless mutually agreed by Us and amended in writing.

vii. 'Deductible' is the first amount of any claim, which must be paid by You. If a deductible is applicable to any section of this Insuring Agreement the amount will be shown on the Declaration Page and this amount shall be deducted from the amount payable on each admissible claim.

viii. 'Bodily Injury/Property Damage' means bodily injury or property damage occurring during the period of this Insuring Agreement arising from ownership and/or use of the Scheduled Vessel.

ix. 'Seaworthy' means fit for the Scheduled Vessel's intended purpose. Seaworthiness applies not only to the physical condition of the hull, but to all its parts, equipment and gear and includes the responsibility of assigning an adequate crew. For the Scheduled Vessel to be seaworthy, it and its crew must be reasonably proper and suitable for its intended use.

x. 'Family' means any person related to You by blood, marriage, civil partnership or adoption, including wards and foster children or persons who reside in Your household.

xi. 'Race or Speed Trial' means any event involving speed and/or of a competitive nature, including, but not limited to, Regattas and/or Rallies. 'Preparing for a race or speed trial' means any navigation of the Scheduled Vessel necessary to ensure eligibility of either You or Your vessel to participate in a race or speed trial.

xii. 'Named Windstorm' damage is damage relating to or resulting from a named or any numbered tropical weather pattern from the time the named windstorm or numbered tropical weather pattern impacts the area and until 72 hours later.

The area of the named windstorm or tropical weather pattern is an area encompassed by a circle of radius not exceeding 150 nautical miles from the path of the storm's forward travel.

xiii. 'Divers' means any person using underwater artificial breathing apparatus, and/or submersible mechanical or electrical device including, but not limited to, Submarines, Diving Bells and/or Diving Suits.

xiv. ‘Operate, Operation, Operating’ means to navigate or to be in physical control of or to be at the helm of the Scheduled Vessel.

xv. ‘Combined Single Limit’ (CSL) means the maximum amount We will pay towards any sum or sums that You or any other Covered Person become legally liable to pay and shall pay as a result of any one accident or occurrence arising from Your operation of the Scheduled Vessel. If the Insuring Agreement Declaration Page shows multiple liability limits, the maximum amount We will pay in total in respect of any one accident or occurrence or series of accidents or occurrences arising from a single event, is limited to the amount shown as the Combined Single Limit irrespective of the number of claims or claimants arising from the said accident, occurrence or single event and in no circumstances shall there be any aggregation of liability limits shown on the Insuring Agreement Declaration Page in excess of the Combined Single Limit hereunder.

xvi. A 'Communicable Disease' means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not.

b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms.

c. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

xvii. 'Sexual and/or Physical Abuse, Assault or Harassment' are defined as sexual or physical injury or abuse, including but not limited to assault and battery, negligent or deliberate touching, corporal punishment and verbal, mental or emotional abuse or harassment of any person. Sexual assault is defined as the unlawful and intentional sexual violation of another person without their consent.

2. Insuring Agreement

This is a legally binding insurance contract between You and Us, incorporating in full the application form signed by You. We will provide the insurance coverage described in this Insuring Agreement, in return for payment to Us of the premium due and compliance by Covered Persons with the provisions, conditions and warranties of this Insuring Agreement.

3. Coverage A, Third Party Liability

If a limit insured is shown under Section A of the Insuring Agreement Declaration Page, We provide coverage for any sum or sums which You or any other Covered Person become legally liable to pay and shall pay as a result of ownership or operation of Scheduled Vessel.

We will settle or defend as We deem appropriate any claims or suits brought against You, using attorneys of Our choice where We deem necessary. Our obligation to settle or defend all third party liability claims under this Insuring Agreement ends when the amount We pay for damages, investigation costs, legal expenses and removal of wreck equals the sum insured under this section of the Insuring Agreement.

The Deductibles shown on the Insuring Agreement Declaration Page shall apply to each third party liability claim.

Exclusions to Coverage A

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

i. Covered Persons with regard to their liability to You, other Covered Persons, Your spouse, other members of Your Family or persons who reside in Your household.

ii. Your liability to other Covered Persons, Your spouse, other members of Your Family or persons who reside in Your household.

iii. Liability assumed by You under any contract or agreement.

iv. Liability which arises while the Scheduled Vessel is being transported on its own trailer or otherwise, except where the Scheduled Vessel is being hauled out or launched by a Covered Person.

v. Fines or penalties imposed by any Government agency.

vi. Punitive or exemplary damages however described.

vii. Liability due to pollution by any substance whether it be gradual, or sudden and accidental except as provided for in the Pollution Coverage Extension of this Insuring Agreement.

viii. Intentional acts.

ix. Bodily injury or death benefits which are required to be or are covered by any State or Federal Act or Statute or any other compensatory statute.

x. Bodily injury or death benefit to any persons employed by a Covered Person, hired as crew or not.

xi. Liability to persons being towed, or to be towed, or having been towed in the water or in the air, from the time they commence to leave the Scheduled Vessel, until they are safely back on board, other than that provided under Coverage A, Water Activities Coverage Limitation of Liability.

xii. Liability to or for divers operating from the Scheduled Vessel, from the time they commence to leave the Scheduled Vessel, until they are safely back on board.

xiii. Liability to fare paying passengers or passengers carried under Charter.

xiv. Liability for damage to any marine estuary, artificial or natural reef, living or dead coral or other marine organisms.

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

xvi. Any actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

Loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

xvii. Bodily Injury or Property Damage arising, directly or indirectly, out of Sexual and/or Physical Abuse, Assault or Harassment by any person whosoever, regardless of degree of culpability or intent and whether the acts are alleged to have been committed by You or any representative, officer, agent, servant or employee of You or by any other person.

Bodily Injury or Property Damage sustained by any person arising out of or resulting from any actual or alleged negligent act or omission in the employment, investigation, supervision, reporting to the proper authorities or failure to so report or retention of a person for whom You are or ever were legally responsible for, which results in Sexual and/or Physical Abuse, Assault or Harassment.

Bodily Injury or Property Damage sustained by any person arising out of or resulting from any actual or alleged negligent act or omission in the prevention or suppression of any act of Sexual and/or Physical Abuse, Assault or Harassment.

Coverage A, Water Activities Coverage Limitation of Liability

Whilst the Scheduled Vessel is being used for Water Skiing, Barefoot Skiing, Kneeboarding, Sit-down Hydrofoiling, Skurfing, Wakeboarding, Wakeskating, Discing and Tubing, the third party liability limits relating to these activities are reduced to:

Property damage	US$ 10,000
Bodily Injury	US$ 10,000
Maximum any one incident	US$ 20,000

These limits shall apply from the time any person or persons begin to leave the Scheduled Vessel, or such activity commences, and will continue until the person or persons are safely back on board and such activity ceases completely. All other terms, warranties, conditions, exclusions, remain unaltered and in effect save for exclusion (xi) above.

Any amount recoverable hereunder shall form part of the maximum amount recoverable under Coverage A, Third Party Liability and within the Combined Single Limit.

Coverage A, Extension to include Crew Liability

Subject to Our prior written agreement and Your payment of an additional premium, We may at Your request extend this Insuring Agreement to cover any sum or sums You become legally liable to pay and shall pay to hired crew resulting from injury, illness or death occurring whilst in the service of the Scheduled Vessel.

The maximum amount recoverable in respect of crew liability claims shall be the amount shown on the Insuring Agreement Declaration Page and shall form part of the maximum recoverable under Coverage A, Third Party Liability and within the Combined Single Limit. All other terms, warranties, conditions, and exclusions remain unaltered and in effect save for exclusion (ix) and exclusion (x) above.

The Deductible shown on the Insuring Agreement Declaration Page shall apply to each crew liability claim.

Coverage A, Extension to include Commercial Passenger Liability

Subject to Our prior written agreement and Your payment of an additional premium, We may at Your request extend this Insuring Agreement to cover all sums which You become legally liable to pay and shall pay to Fare Paying Passengers or passengers carried under Charter as a result of Your ownership or operation of the Scheduled Vessel.

We will settle or defend as We deem appropriate any claims or suits brought against You using attorneys of Our choice where We deem necessary. The maximum amount recoverable in respect of Passenger Liability claims shall be the amount shown on the Insuring Agreement Declaration Page and shall form part of the maximum recoverable under Coverage A, Third Party Liability and within the Combined Single Limit.

The Deductible shown on the Insuring Agreement Declaration Page shall apply to each passenger liability claim.

All other terms, warranties, conditions, exclusions remain unaltered and in effect save for exclusion (xiii) above.

Coverage A, Extension to include Limited Pollution Coverage

It is hereby noted and agreed that in consideration of the additional premiums charged herein and notwithstanding exclusion (vii) Coverage A, Third Party Liability, We agree to indemnify You for reasonable costs incurred by You preventing or mitigating a pollution hazard or threat thereof resulting directly from damage to the Scheduled Vessel, where coverage is afforded under this Insuring Agreement, provided always that such pollution hazard or threat thereof:

i. Was sudden, unintentional and unexpected by You.
ii. That the incident commenced during the period of this Insuring Agreement.
iii. It became known to You within 72 hours of its commencement.
iv. Was reported to Us in writing not later than seven days after having become known to You.
v. Was not a result of Your want of due diligence of that or Your managers, servants or agents to prevent or mitigate such pollution hazard to threat thereof.

These reasonable expenses must be incurred within one year from the commencement of the incident giving rise to a claim hereunder. Any amount recoverable hereunder shall form part of the maximum amount recoverable under Coverage A, Third Party Liability and within the Combined Single Limit.

4. Coverage B, Medical Payments

If a sum insured is shown under Section B of the Insuring Agreement Declaration Page, We will pay reasonable medical and/or funeral expenses necessary due to accidental bodily injury or death of third parties, incurred whilst boarding, leaving or on-board the Scheduled Vessel insured under this Insuring Agreement. These expenses must be incurred within one year from the date of the accident and will reduce any amount payable under Coverage A, Third Party Liability of this Insuring Agreement, arising from the same occurrence.

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

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

The Deductible shown on the Insuring Agreement Declaration Page shall apply to each claim made under this section of the Insuring Agreement.

Exclusions to Coverage B

We do not provide medical payment coverage for:

i. Covered Persons, their spouses, Family or other persons who reside with them. Employees of Covered Persons or anyone that is or should be covered under a State or Federal Act or Statute.

ii. Responsibility assumed under any contract or agreement.

iii. Anyone injured whilst the Scheduled Vessel is being transported, hauled out or launched.

iv. Trespassers on the Scheduled Vessel.

v. Anyone to or for whom benefits are payable under any State or Federal Workers Compensation Act including but not limited to State Workers Compensation Act, Federal Longshoreman's and Harbour Workers Compensation Act or Federal Jones Act.

5. General Conditions & Warranties

i. It is warranted that the Scheduled Vessel is Seaworthy at all times during the duration of this Insuring Agreement. Breach of this warranty will void this Insuring Agreement from its inception.

ii. This Insuring Agreement incorporates in full Your application for insurance and together with any endorsements issued herein, constitutes the entire contract between You and Us. At Your request, various provisions of this Insuring Agreement may be varied by Us but only by Our prior written agreement.

iii. This Insuring Agreement does not cover any loss or damage which occurs after its expiration. However, if You have been at sea in the Scheduled Vessel for at least 24 hours and this Insuring Agreement expires other than due to cancellation, You may renew or reinstate the Insuring Agreement at such time as the Scheduled Vessel arrives safely at its next port of call and for a further 24 hours, provided that You contact Us during that 24 hours and make the necessary arrangements as may be required by Us to renew or reinstate the Insuring Agreement.

iv. This Insuring Agreement may be cancelled by either You or Us at any time, subject to 10 days prior written notice. If it is cancelled by Us, We will pay You a pro rata return of premium. If it is cancelled by You, We shall pay You a short rate return of premium calculated as pro rata less 10%. However if a reduced premium has been charged in consideration of a period of lay up, or an earned premium in respect of an agreed extended voyage, the return premium will be calculated based upon the actual activity of the Scheduled Vessel, and then pro rata or short rate applied. Cancellations due to sale of the Scheduled Vessel or non-payment of premium, or non-payment of premium instalment to a premium financier are deemed cancellations by You. All policy fees are deemed earned at the inception of the policy.

v. If You sell or pledge the Scheduled Vessel or otherwise transfer ownership in part or in full, or give up possession of the Scheduled Vessel, whether actual or otherwise, this Insuring Agreement is immediately cancelled by Your action unless You have Our prior written agreement to the contrary.

vi. If You have used a broker to effect coverage, it is hereby agreed that Your brokers or any substituted brokers (whether surplus line approved or otherwise), shall be deemed to be exclusively the agents of You and not of Us in any and all matters relating to, connected with or affecting this insurance. Any notice given or mailed by or on behalf of Us to the said brokers in connection with or affecting this insurance, or its cancellation, shall be deemed to have been delivered to You.

vii. Where We have settled a claim under this Insuring Agreement in respect of removal of wreck, We are entitled to the value of any property or equipment up to the amount paid by Us after the application of the Deductible shown under Coverage A, Third Party Liability.

viii. It is warranted that Covered Persons must at all times comply with all laws and regulations, governing the use and or operation of the Scheduled Vessel. We shall not be deemed to provide cover or shall We be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

ix. If the Scheduled Vessel is fitted with fire extinguishing equipment, then it is warranted that:

   a. All fire extinguishing equipment is properly installed and is maintained in good working order.

   b. All fire extinguishing equipment is tagged and certified annually or in accordance with the manufacturer's recommendations, whichever is more frequent.

   c. The tanks of such equipment are weighed annually or in accordance with the manufacturer's recommendations, whichever is more frequent.

   d. The tanks are recharged as necessary.

   For purposes of complying with this warranty, all installation, maintenance, certification, tagging, weighing, and recharging must be conducted by a duly licensed and qualified individual whose principal business is the installation, maintenance, certification, tagging, weighing, and recharging of such systems. Such individual may not be the insured, a Covered Person or any named operator, unless expressly approved by us in writing.

x. If You give up Your rights or Our rights to recover damages from anyone who may be liable to You, denying Us the benefit of the right of recovery, payment of any admissible loss under this Insuring Agreement shall be reduced by the amount We have been denied.

xi. This contract is null and void in the event of non-disclosure or misrepresentation of a fact or circumstances material to Our acceptance or continuance of this insurance. No action or inaction by Us shall be deemed a waiver of this provision.

xii. We will not pay for any loss resulting from:

   a. radioactive contamination, or nuclear reaction

   b. pollution or contamination by any substance (other than to the extent provided for under Coverage A, Extension to Include Limited Pollution Coverage)

c. war declared or not, civil war, insurrection, rebellion, revolution or the consequences of any of these

d. capture, seizure, arrest, restraint, terrorism or detainment by any government power or authority, lawful or otherwise.

xiii. If We take steps to protect damaged or endangered property, this does not constitute acceptance of abandonment of that property by Us or acceptance of any claim as may be covered hereunder.

xiv. If any Covered Person has other insurance against risks covered by this Insuring Agreement, then this insurance shall be in excess over all other valid and collectible insurances.

xv. Unless We specifically agree in writing and the appropriate endorsement is issued, this insurance does not cover loss or liability incurred during a race or speed trial or during preparation for a race or speed trial.

xvi. Unless We agree in writing to the contrary, if We request a survey of the Scheduled Vessel then it is warranted that such survey is in existence prior to the effective date of this insurance and a copy of the same must be received by Us within 30 days of the effective date of this Insuring Agreement. If the survey makes any recommendations with respect to the Scheduled Vessel, then it is warranted that all such recommendations are completed prior to any loss giving rise to any claim hereunder, by skilled professionals using fit and proper materials and that either:

a. The surveyor who carried out the survey certifies in writing that all recommendations have been completed to their (the surveyor's) satisfaction prior to any loss and/or claim.

Or,

b. The professionals/repair yard that carried out the said work and/or recommendations certifies in writing that all recommendations have been completed prior to any loss and/or claim. Failure to comply with this warranty will void this Insuring Agreement from inception.

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

xviii. Where any term herein is referred to as a 'warranty' or where any reference is made herein to the word 'warranted', the term shall be deemed a warranty and regardless of whether the same expressly provides that any breach will void this Insuring Agreement from inception, it is hereby agreed that any such breach will void this Insuring Agreement from inception.

xix. Where a lay-up 'laid up period' has been specified within the Declaration Page, it is warranted that the Scheduled Vessel will not be used, navigated or utilised, in any manner whatsoever, during the dates so specified. 'Use' includes, but is not restricted to, living on board the Scheduled Vessel.

xx. It is warranted that the Scheduled Vessel will be operated only by Covered Persons. However, in the event of an incident occurring when the Scheduled Vessel is being operated by any person other than a Covered Person, that may give rise to a claim under this Insuring Agreement, You have a period of seven days following such an incident to submit details of the operator for retroactive approval by Us.

xxi. Where You are entitled to limit Your liability to third parties the maximum recoverable under Coverage A, Third Party Liability herein, is the amount You become legally liable to pay or the limit of coverage shown under Coverage A, Third Party Liability of the Insuring Agreement Declaration Page, whichever is the lesser amount.

xxii. Where two or more Insurers subscribe to this insurance their obligations are several and not joint and are limited solely to the extent of their individual subscriptions. The Insurers in such circumstances are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations hereunder.

xxiii. It is warranted that all participants will sign a release of liability, regardless of whether they are paying or complimentary, prior to the commencement of any charter activity, unless otherwise agreed by Us and that any person who does not sign or refuses to sign this release shall not be permitted to participate in any activity.

xxiv. In no case shall this Insuring Agreement cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

  a. The failure, error or malfunction of any computer, computer system, computer software program, code, or process or any other electronic system.

  Or,

  b. The use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.

6. Your Duties In The Event Of A Loss

1. Immediately take all possible steps to minimise the loss and protect the Scheduled Vessel from further loss. Failure to do so may invalidate Your insurance coverage or reduce the amount of any claim hereunder.
2. Within 30 days of a loss giving rise to any claim hereunder give Us written notification of the loss and its circumstances, this term is a condition precedent to our liability hereunder.
3. Comply with any reasonable request made of You, by Us with regard to the loss.
4. Advise the Police, Coast Guard, or any appropriate authority of the loss and its circumstances.
5. Give Us an opportunity to examine the damaged property before it is repaired or discarded.
6. Submit a claim form and/or statement describing the loss, together with two estimates of repair cost and/or records to substantiate the amount of the loss.
7. Neither assume obligation, nor admit liability without Our written permission to do so.

8. Immediately forward to Us any legal papers or notices received in connection with the loss.
9. Cooperate with Us in the investigation, defence or settlement of any loss and agree to be examined under oath if We so request.
10. Allow examination by physicians of Our choice.
11. Assist Us in obtaining copies of medical records and reports.
12. Give Us a notarised statement or statutory declaration if We so request.
13. Give Us a proof of loss and discharge of liability once the amount of the claim under this Insuring Agreement has been agreed with You.
14. Preserve any right of recovery from others. When We pay a loss, Your right to recover becomes Ours up to the amount of Our payment together with any legal fees and expenses. You must also co-operate with Us to recover the losses We may pay. Any amounts recovered from others belong to Us up to the amount of Our payment together with any legal fees and expenses.

7. Service Of Suit, Choice Of Law And Forum

It is hereby agreed that any dispute or claim arising hereunder (including non–contractual disputes or claims), or in connection with this Insuring Agreement, shall be adjudicated according to well established, entrenched principles and precedents of substantive United States Federal Admiralty law and practice but where no such well established, entrenched precedent exists, any dispute or claim arising hereunder (including non–contractual disputes or claims), or in connection with this Insuring Agreement, is subject to the substantive laws of the State of New York.

It is also hereby agreed that any dispute arising hereunder shall be subject to the exclusive jurisdiction of the Federal courts of the United States of America, in particular, the Federal District court within which You the Assured resides or the Federal District court within which your insurance agent resides.

It is further agreed that:

i. the Assured may serve process upon any senior partner in the firm of:

    Rubin, Fiorella, Friedman & Mercante LLP
    630 Third Avenue, 3rd Floor
    New York, New York 10017

   and that in any suit instituted against any one of them upon this contract the Underwriters will abide by the final decision of the Court or any Appellate Court in the event of an appeal.

ii. The above named are authorised and directed to accept service of process on behalf of Underwriters in all such suits and/or upon request of the Assured to give written undertaking to the Assured that they will enter a general appearance upon the Underwriters behalf in the event such a suit shall be instituted.

iii. Further, pursuant to any Statute of any State, Territory or District of the United States of America which makes provision therefore, Underwriters hereby designate the Superintendent, Commissioner or Directors of Insurance or any other officer specified for that purpose in the statute, or his successor or successors in office (The Officer) as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designates the above named as the person to whom the Officer is authorised to mail such process or true copy thereof.

Jet Ski Endorsement

Notwithstanding anything to the contrary contained within the Insuring Agreement, it is hereby noted and agreed that in consideration of the additional premium paid, permission is granted to use Jet Skis as detailed on Your application form which has been submitted by You and agreed by Us.

It is warranted that:

1. All participants and Fare Paying Passengers will be provided and be required to wear at all times during the Jet Ski activity a Personal Floatation Device (or 'life jacket') whether or not required by state or local law. PFDs must be United States Coast Guard approved for this type of activity.
2. All Jet Skis and equipment will be checked daily, prior to commencement of activities. Equipment which a reasonable and prudent person would consider damaged or worn so as to create a potential hazard to life or health, will never be used in the activity.
3. You will at all times comply with the agreed safety procedures outlined in the manufacturers and suppliers' guidelines, and those detailed in Your application form and agreed by Underwriters.
4. All participants will be 18 years of age or above and hold a valid driving licence.
5. You will provide a pre-activity safety briefing to each and every participant including, but not limited to, instruction on the safe use and operation of the Jet Ski equipment and instruction on all safety rules and requirements.
6. You will verify that the participant is competent to operate the Jet Ski, and if You deem that they are not competent You must prohibit that participant from using the Jet Ski.
7. You will post in a visible location, or provide a copy of, local and state boating safety laws and requirements. You will post a written warning that no use of alcohol or drugs is allowed by participants or Fare Paying Passengers whilst on board Your Jet Ski.
8. You will prohibit entry to Your Jet Ski of participants and/or Fare Paying Passengers whom You suspect or whom You know are under the influence of alcohol or drugs.

Failure to comply with this warranty will void this Insuring Agreement from inception.

Exclusions

1. We do not provide cover for Bodily Injury, Illness, Disease, Death or Property Damage arising out of Flyboard activities or similar.
2. We do not provide cover for Bodily Injury, Illness, Disease, Death or Property Damage arising out of an individual being towed in the water or in the air.

If a Jet Ski sum insured is detailed on the Declaration Page of the Insuring Agreement, We provide coverage for accidental physical loss of or damage to the Jet Ski which occurs during the period of this Insuring Agreement and within the limits set out in the Insuring Agreement Declaration Page, subject to the Insuring Agreement provisions, conditions, warranties, Deductibles and exclusions.

Claims will be paid up to the limit of the sum insured, on the basis of the actual cost of repairing or replacing the Jet Ski with a Jet Ski of like kind and value. Depreciation due to age, wear and tear will be taken into account in calculating claims under this Insuring Agreement.

A Deductible of 10% of the agreed value of the Jet Ski shall apply to each theft loss, including total loss of the Jet Ski.

ALL OTHER TERMS, CLAUSES AND CONDITIONS REMAIN UNALTERED.

Marina Additional Assured Endorsement

Notwithstanding the fact that such parties as advised are hereby named in their capacity as Additional Assured under this Insuring Agreement, this cover will only extend insofar as they may be found liable to pay in the first instance for liabilities which are properly the responsibility of the Assured, and nothing herein contained shall be construed as extending cover in respect of any amount which would not have been recoverable hereunder by the Assured had such claim been made or enforced against them. Once indemnification hereunder has been made there shall be no further liability hereunder to make any further payment to any person or company whatsoever, including the Assured, in respect of that claim.

All rights granted to Us together with all duties of an Assured under the Insuring Agreement shall also apply to any other named Additional Assured jointly.

Nothing in this Insuring Agreement shall be construed as extending coverage to indemnify the Additional Assured for their own negligent act, omission or those of their employees, servants, agents or sub-contractors whether they be deemed independent or otherwise that would be their own legal liability. Nor shall this endorsement be construed as a waiver of any rights of subrogation of the Assured against the named Additional Assured for damages caused by the Additional Assured's negligent act or omission or breach of contractual obligations or as may be granted at law.

ALL OTHER TERMS, CLAUSES AND CONDITIONS REMAIN UNALTERED.

CSR/MAE/24-1

Privacy and Data Protection

Overview

Concept Special Risks Limited takes the privacy of your personal data very seriously and will only use data in accordance with the General Data Protection Regulation (GDPR) 2018. This Privacy and Data Protection Statement outlines the personal data we collect about you both on our website and during the process of delivering insurance services to you.

By using our website or by requesting insurance services from us, you consent to us collecting and using personal data about you as specified below in accordance with this Statement. Any changes made to these terms will be posted on our website so that you are always kept informed about the collection and use of your personal data.

This Statement will inform you of the following:

- What personal data is collected from you by us.
- The ways that we share your data in order to provide you with insurance services.
- What choices are available to you regarding the use of your personal data.
- The security procedures in place to protect the misuse of your personal data.
- How you can exercise your rights under GDPR in relation to your personal data.

Data Usage

Data Collected

We only collect and have access to data that you voluntarily give us via email or other direct contact from you. Data provided about you via an insurance broker or other third party will be considered to have been provided by you in good faith.

This may be provided by you in the form of a website contact form, an email from your or your insurance broker, a written application form or other form of written correspondence or verbal communication initiated by you or your broker.

We will not sell or rent this data to anyone and we do not use tracking cookies on our website to secure other data about you without your knowledge.

Data Use

We will use your data to correspond with you regarding the reason you contacted us. We will not share your data with any third party, other than as necessary to fulfil your request. If your request was to amend or enquire about any insurance service provided by us we will use your data specifically to administer this service.

We will not contact you in the future to tell you about new products, services or changes to this Statement.

Data Sharing

We will only share your personal data with third parties used in order to fulfil our obligations in the provision of insurance services. Examples of such organisations are insurance and reinsurance carriers, your insurance broker, claims adjusters and claims service providers.

Data Usage Table

The following table is a summary of how we use your data, who we disclose that data to and for what purposes:

Financial Data

Type of Data Processed	Financial data such as bank account details and premium data.
Data Provider	You, your broker, another party acting on your behalf.
Data Disclosed To	We do not disclose this data to third parties.
Purpose of Processing	Payment of insurance premiums and claims.
Lawful Basis for Processing	Performance of our contract with you and to fulfil our legal obligation.

Statutory and Anti-Fraud Data

Type of Data Processed	Sanctions data and anti-fraud checking
Data Provider	You, your broker, another party acting on your behalf, insurers and reinsurers.
Data Disclosed To	Sanctions checking databases, anti-fraud databases, insurers, reinsurers and your broker.
Purpose of Processing	To ensure we meet our obligation to avoid fraud and financial crime.
Lawful Basis for Processing	Performance of our contract with you and to fulfil our legal obligation.

Claims Data

Type of Data Processed	Data about previous and current claims.
Data Provider	Anti-fraud databases, claimants, defendants, witnesses, experts including medical experts, loss adjustors, solicitors and claims handlers.
Data Disclosed To	Sanctions checking databases, anti-fraud databases, insurers, reinsurers and your broker.
Purpose of Processing	To ensure we meet our obligation to avoid fraud and financial crime.
Lawful Basis for Processing	Performance of our contract with you and to fulfil our legal obligation.

Individual Data

Type of Data Processed	Data about you disclosed within your application for insurance or provided by you to us via other means.
Data Provider	You, your broker, another party acting on your behalf.
Data Disclosed To	Sanctions checking databases, anti-fraud databases, insurers, reinsurers, your broker.
Purpose of Processing	Setting you up or managing you as a client, evaluating and pricing the risks to be insured and validating any appropriate premium.
Lawful Basis for Processing	Your consent, provided to us by completing appropriate documentation that you send to us.

Data Access and Control

Your Access to and Control Over Data

We will not make unsolicited contact with you as a result of your use of our website or other contact with us. We will only contact you as a result of your contact with us either directly or through an insurance broker, in order to respond to your enquiry or to administer any insurance product that you hold with us.

We do not make your personal data publicly available.

The GDPR grants you a number of rights in relation to your personal data, these rights may be exercised by contacting our Data Controller or Data Protection Officer on the below postal address or via email at it@special-risks.co.uk.

Concept Special Risks Ltd
Unity House
2 Station Court
Station Road
Guiseley
Leeds

England
LS20 8EY

The Data Controller or Data Protection Officer will make a determination regarding whether your request is permissible under the GDPR taking into account your rights and our rights respectively. A summary of your rights is outlined below:

- You have the right to know what personal data we hold related to you, how we store it and with whom we share it. You may request a copy of this personal data.
- You have the right to request rectification and correction of inaccurate or incomplete personal data held by us about you.
- You have the right to request the erasure of your personal data.
- You have the right to express your concern with the way we use, process and store your personal data.
- You have the right to request that we restrict the processing of your personal data; we are able to retain enough of your personal data to be sure that we respect this request in the future.
- You have the right to request personal data portability, which is to request that we provide a portable copy of your personal data either to you or another party.

We are obliged to respond to you within one calendar month in relation to your request, where more complex requests are concerned we may be entitled to respond within two calendar months. In most cases if we are able to provide your data to you, we are obliged to do so free of charge, although there are exceptions to this, such as where you request is repetitive or you request copies.

If you have any concerns regarding the way we use your data and the way we store it you should initially contact us and if you do not believe our response is satisfactory you should contact the Information Commissioner's Office. A range of contact options may be found by clicking here and their postal address is:

The Information Commissioner
Wycliffe House
Water Lane
Wilmslow
Cheshire
England
SK9 5AF

Automatic Decision Making

We do not use any technology that seeks to make automatic decisions about your insurance risk, we have a team of trained underwriters, claims handlers and accounts assistants that will manage your account with us on a case by case basis.

Data Retention

We will retain you information as long as we are legally required to as a minimum.

Security

We take precautions to protect your information. When you submit sensitive information through our website or to us on email, your information is protected both online and offline. Wherever we collect sensitive information that information is encrypted and transmitted to us in a secure way. You can verify this by looking for a closed lock icon displayed on your web browser, or looking for "https" at the beginning of the address of the web page.

While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment.

Cookies

We do not use “cookies” on our website.

Links

Our website contains links to other websites. Please be aware that we are not responsible for the content or privacy practices of other websites. We encourage our users to be aware when they leave our site and to read the privacy statements of any other site that collects personally identifiable information.

Updates

Our Privacy Policy may change from time to time and all updates will be posted on our website privacy page. We will not contact you to notify you of any changes to this Privacy Statement.

If you feel that we are not abiding by this privacy policy, you should contact us immediately via telephone at +44 (0) 1943 822700 or it@special-risks.co.uk.