Yacht & Watercraft Policy
Declarations

Your Declarations summarizes your coverage and premium. Please read your policy, any attached forms and endorsements and your Declarations for a full description of your coverage.

YOUR AGENT
Brown & Brown Insurance Services, Inc.
1201 W. Cypress Creek Road
Suite 130
North Lauderdale, FL 33309
(954) 776-2222
18722300

NAME & ADDRESS OF INSURED
Luke Seawalker LLC
4834 Osage Beach Parkway
Suite 101
Osage Beach, MO 65065

Policy Number	**PW259724400**
Change Effective Date	**05/15/2026 To 12/29/2026 at 12:01 AM Standard Time**
Policy Term	12/29/2025 To 12/29/2026 at 12:01 AM Standard Time
Issuing Company	**Privilege Underwriters Reciprocal Exchange** 4010 West Boy Scout Boulevard, Suite 465 Tampa, FL 33607 888-813-7873

Total Premium	**$34,100**
Florida Hurricane CAT Fund Assessment Total	**$0**
Florida Insurance Guaranty Association Assessment	**$341**
Surplus Contribution	**$3,410**
Grand Total	**$37,851**

You will be billed separately for any premium due.

	VESSEL 1
DESCRIPTION OF VESSEL	
Name:	Seawalker
Year Built:	2021
Length:	76 (ft)
Manufacturer:	Sunseeker
Model:	76 Yacht
Maximum No. of Crew	2
BERTHING LOCATION	
Fort Lauderdale, FL 33312	

COVERAGE	DEDUCTIBLE	COVERAGE LIMIT	PREMIUM
Yacht (Hull, motors, machinery, furniture, and **contents)**	$50,000 All Other Perils $150,000 Hurricane*	$3,300,000	$31,092
Personal Effects	$250	$50,000	Included
Transportation Expenses and Temporary Emergency Living Expenses	N/A	$5,000	Included
Emergency Expenses	N/A	$50,000	Included
Trailers	$250	$5,000	Included
Tenders	$250	10% of **Yacht** Limit not to exceed $50,000	Included
Fine Arts			
Temporary Substitute Vessel	14 Days	$1,500 per day	Included
Inspections	$500	Reasonable expenses	Included
Pet Injury	N/A	$5,000	Included
Mopeds, Motorbikes and Motorcycles	N/A	$5,000	Included
Firearms	N/A	$2,500	Included
Passports and Identification	N/A	$2,500	Included
Breach of Warranty			
Protection and Indemnity (P&I)	N/A	$4,000,000	$3,008
Marine Environmental Damage	N/A	Included in P&I Limit	Included
Search and Rescue and Emergency Services Coverage	N/A	$25,000	Included
Medical Payments	N/A	$50,000	Included
Uninsured Boaters	N/A	$2,000,000	Included

*** Refer to your policy documents for any additional deductible provisions that may apply.**

NAVIGATIONAL LIMITS FOR VESSEL 1
Navigational limits warranted and provided to include:

☐ Coastal and inland waters of the continental United States and Canada , from Newfoundland Island, to Brownsville, TX, and from Imperial Beach, CA to Cape Scott, BC, including Bermuda, the Bahamas and Turks & Caicos, but **warranted not south and not navigating** coastal waters which are south of Cumberland Island, GA and east of Brownsville, TX between June 30th and November 1st.

☒ Coastal and inland waters of the continental United States and Canada, from Newfoundland Island, to Brownsville, TX, and from Imperial Beach, CA to Cape Scott, BC , including Bermuda, the Bahamas and Turks & Caicos.

☐ Caribbean Sea, not South of Trinidad and Tobago, but excluding Cuba, Haiti, Colombia and Venezuela

☐ European coastal and inland tributary waters of the Atlantic Ocean and the waters of the North and the Baltic Sea. Mediterranean coastal waters, including the Straits of Gibraltar, but not east of 35 degrees East Longitude, but excluding the coastal waters of Tunisia, Algeria, Libya, and Egypt.

☐ Coastal and inland waters of British Colombia and Alaska, but not north of Hooper Bay, Alaska and warranted not north of 57 degrees North Latitude between September 1st, and June 15th.

☐ Other: **See Amendment to Navigational Limits Endorsement**

Total Vessel Premium	**$34,100**

FORMS & ENDORSEMENTS

The following forms and endorsements are applicable to this Policy:

NAME	FORM NUMBER	EDITION DATE
Endorsement Change Summary	PURE-CHG	05/01/2012
Watercraft Declarations Page	PW-DEC-GEN-001	01/01/2018
Additional Insured	PW-END-GEN-013	01/01/2018
Yacht & Watercraft Policy	PW-PCF-GEN-001	10/01/2017
Hurricane Deductible	PW-END-GEN-011	01/01/2018
Occasional Charter	PW-END-GEN-004	12/01/2016
Lightning Deductible	PW-MST-GEN-001	02/01/2018
Captain Warranty	PW-MST-GEN-001	02/01/2018

CEO, PURE Risk Management, LLC
Attorney-in-fact

Yacht & Watercraft Policy

Your Yacht & Watercraft Policy - Quick Reference

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This policy is issued by Privilege Underwriters Reciprocal Exchange (PURE), a reciprocal insurance company. By purchasing this policy, you are a Subscriber to PURE. You are subject to the Subscriber's Agreement and Power of Attorney. This is a non-assessable policy consistent with section 629.261, Florida Statutes. The liability of the Subscriber to PURE is limited to the costs associated with the insurance policies only. This is a participating policy and you are entitled to dividends as may be declared by PURE. PURE may annually allocate a portion of surplus to subscriber savings accounts. Amounts allocated to subscriber savings accounts remain a part of PURE's surplus. They may be used to support the operations of PURE. Your right to the balance in the subscriber savings account is limited as set forth in the Subscriber's Agreement.

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Section I – INSURING AGREEMENT

PURE will provide the insurance described in this policy, in conjunction with your Declarations Page and amendatory endorsements, if any, in return for payment of the premium and compliance with all applicable provisions of the policy.

Section II – DEFINITIONS

In this policy, "you" and "your" refer to the "named insured" shown in the Declarations Page and if the "named insured" is an individual, the spouse if a resident of the same household. "We", "us" and "our" refer to the Company providing this insurance. Additionally, certain words are defined below and show in boldface type when used in the body of this policy.

Actual Cash Value

Actual Cash Value means equals the current replacement cost minus depreciation (based on age, condition, time in use, and obsolescence). Other factors, such as the nature and market value of the property, may be considered.

Bodily Injury

Bodily Injury means physical bodily harm, sickness or disease. This includes required care, loss of services and resulting death.

Business

Business means any activity engaged in for money or other compensation.

Contents

Contents means any furnishings and personal property which are used and kept exclusively aboard the **yacht** including but not limited to your **fishing gear and equipment**, sports equipment, clothing, furniture, dishes, refrigerator, and computer hardware. **Contents** do not include:

a. property defined as **personal effects**;
b. money, bullion, gold, silver, platinum;
c. jewelry;
d. watches;
e. **fine arts**;
f. checks;
g. credit, debit or bankcards, valuable papers, passports or;
h. breakable or fragile items.

Crew Member

Crew member means a person paid and designated by you to work aboard your **yacht**, up to the maximum number agreed by us, and who is acting in this capacity at the time of the covered loss or **occurrence**.

Damages

Damages means the sum of money required to satisfy a claim by a third party against an **insured**, whether settled and agreed to in writing by us or resolved by arbitration or judicial proceedings.

Deductible

Deductible means the amount you are responsible to pay for any covered loss we pay.

Family Member

Family member means a person that lives in your household and is related to you by blood, marriage, domestic partnership registered under State law, or adoption.

Fine Arts

Means paintings, etchings, statuary antiques, collectibles and other bona fide works of art, while on board the **yacht** and loading aboard and unloading from the **yacht** while the **yacht** is at a dock or mooring.

Fishing Gear and Equipment

Fishing gear and equipment means fishing tackle equipment, including rods and reels, used for sport fishing.

Insured

An **insured** is defined as you, a **family member** or any person or legal entity operating your **yacht** with your permission. **Insured** does not include any person or legal entity operating the **yacht** and acting in the capacity of employee or agent of a marina, repair yard, yacht club, sales agency, boat service station, towing or salvage entity or other similar entity. However, we will cover non-contractual liability of an **insured** for **bodily injury** or **property damage** caused by any of these persons or entities.

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Latent Defect

Latent defect means a hidden flaw in the material or construction existing at the time of the original manufacturing of your **yacht** or any additional or replacement parts, components or systems of your **yacht**, which is not discoverable by ordinary observation, known methods or testing or inspection.

Marine Environmental Damage

Marine Environmental Damage means the injury, alteration, or destruction of coastal or marine habitat through physical contact with your **yacht**.

Medical Expenses

Medical Expenses includes **reasonable costs** for:

a. medical;
b. surgical;
c. x-ray;
d. dental;
e. ambulance;
f. hospital;
g. professional nursing;
h. prosthetic devices; and
i. funeral services.

Navigational Limits

Navigational Limits means the geographical territory listed on the Declarations Page in which your **yacht** must be located at the time of any loss or **occurrence**, in order for coverage to be applicable.

Occurrence

Occurrence means an accident or offense, including continuous or repeated exposure to substantially the same general harmful conditions, which results in **bodily injury** or **property damage** during the policy period.

Occasional Crew Member

Occasional crew member means a person paid and designated by you to work aboard your **yacht** for no longer than five (5) consecutive days at any one time, and who is acting in this capacity at the time of the covered loss or **occurrence**.

Personal Effects

Personal effects mean clothing and other personal property owned by you, a **crew member** or a guest while on your **yacht**. **Personal effects** do not include:

a. property defined as **contents**;
b. money, bullion, gold, silver, platinum;
c. jewelry;
d. watches;
e. **fine arts**;
f. checks;
g. credit, debit or bankcards, valuable papers, passports, identification or;
h. Any intangible property.

Personal Watercraft

Personal watercraft means a recreational **yacht** powered by an inboard motor with its primary source of propulsion being a water-jet pump, which is capable of carrying one to four persons in a sitting, standing or kneeling position and less than 13 feet in length.

Property Damage

Property Damage means physical harm to or destruction of tangible property of persons other than an **insured** and the resulting loss of its use.

Reasonable Cost

Reasonable Cost means the cost which would be paid by a prudent uninsured person. It does not include any additional costs incurred in order to have repairs or any other work or service performed on an accelerated basis.

Tender

Tender is a vessel owned by you and is carried on board and used in conjunction with the **yacht**. A **tender** does not include a **personal watercraft**.

Uninsured Boat

Uninsured Boat means a boat not owned by you or a **family member**, and that has no liability policy in force at the time of a loss with your **yacht**. A hit and run vessel which comes in contact with your **yacht** resulting in physical loss to your boat is an **uninsured boat**.

Yacht

Yacht means a pleasure vessel shown on your Declarations Page, and its motors, machinery, furniture, and **contents**, carried on board and used

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exclusively for the **yacht's** operation and routine maintenance.

Section III – PROPERTY COVERAGE

A. Insuring Agreement

We insure against all risks of sudden and accidental direct physical loss or damage to covered property unless an exclusion applies.

B. Coverage and Loss Settlement

1. Amount of Coverage

The most we will pay for a covered loss to your **yacht** and its **contents** is the Yacht Coverage limit shown on your Declarations Page.

2. Loss Settlement

a. Payment for a covered loss will not exceed the smallest of:

1) The **reasonable cost** to have the damaged property repaired to its condition immediately prior to the loss;

2) The amount that we could reasonably be expected to pay to replace the article with a new one substantially identical to the article lost or damaged;

3) The applicable coverage limits shown on your Declarations Page;

4) When the **yacht** is declared by us to be a total loss or if your **yacht** is stolen and un-recovered within twenty (20) days from the date of loss, we will settle based on the Yacht Coverage limit as an agreed value between you and us; or

5) If your **yacht** is for sale at the time of a covered loss, the most we will pay for your **yacht** is the full price at which the **yacht** is listed for sale. If we pay the full list price for your **yacht**, we will take ownership of the property. A **yacht** is considered for sale if it has been listed for sale in the last 30 days from the date of loss, or a contract has been entered into, whether written or verbal, to list the property for sale within the next 30 days from the date of loss.

b. Covered losses for direct physical loss to your **yacht** are settled on a replacement cost basis, without deduction for depreciation; however, we will pay no more than the **actual cash value** for the following items over three (3) years of age:

1) outboard motors;

2) batteries;

3) sails; and

4) fabric and protective covers.

c. When the exterior of the hull requires refinishing due to a covered loss, the limit of our liability for refinishing will be the damaged area or the side of the hull which was damaged, whichever is less.

d. At our option, we may repair or we may replace any property with a new item of similar or like kind and quality.

3. Deductible

The **deductible** shown on the Declarations Page is the amount for each covered loss you will pay and for which there will be no payment under this policy.

All perils covered by this policy are subject to the All Other Perils **deductible** shown on your Declarations Page. The **deductible** shown on your Declarations Page for all other perils will not apply in the event of a total loss or total theft of the **yacht**.

If a loss occurs to your:

a. **Tender**; or

b. Electronic navigational equipment, electronic communications or electronic security systems

only, then the All Other Perils **deductible** will be $250 for each covered loss.

This waiver of **deductible** does not apply to electronic engine management systems.

C. Additional Coverages

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The coverages shown below are in addition to the coverage limits shown for that **yacht** on your Declarations unless otherwise indicated. Your **deductible** applies to these coverages unless otherwise indicated. These coverages are subject to the exclusions defined in Section **D**.

1. Personal Effects

We cover direct physical loss or damage to your **personal effects** and, at your request, those of your guests or **crew member** while they are on board your **yacht**. For loss to **personal effects** due to theft, coverage will only apply if there are visible signs of forcible entry.

We will pay the lesser of the cost to repair or replace covered **personal effects** with like kind and quality, up to the coverage limit for Personal Effects shown on your Declarations Page for each occurrence regardless of the number of items damaged or stolen. However, the most we will pay for any one item is:

a. $10,000 for **personal effects** owned by you or a guest; or

b. $5,000 for **personal effects** owned by a **crew member**.

A $250 **deductible** per occurrence applies to this coverage.

2. Temporary Removal and Storage

The **yacht's** equipment is insured against physical loss while temporarily stored on land, or in transit to and from your **yacht**. Coverage for theft however will only apply if the items are stolen from locked premises, there are visible signs of forced entry, and you, or a designated representative, reports the theft to the United States Coast Guard, the police, or other civil authority within twenty-four (24) hours, or as soon as practicable after the loss. This Coverage does not increase the coverage limits shown on the Declarations.

3. Overland Transportation

We cover direct physical loss or damage to the **yacht** incurred during overland transportation on a trailer within the continental United States and Canada (or elsewhere if we specifically approved in writing), but still subject to the **navigational limit**, provided that the trailer and towing vehicle have sufficient towing capacity as rated by their manufacturers. We will also cover direct physical loss or damage to the **yacht** during hauling, dry-docking, or maintenance and repair at a marina. This Coverage does not increase the coverage limits shown on the Declarations.

4. Transportation Expenses and Temporary Emergency Living Expenses

We will pay as a result of a covered loss, up to the maximum amount listed on your Declarations Page for this coverage for **reasonable expenses** you incur for:

a. Transportation expenses; and

b. Meals, lodging and phone expenses

if you are more than 50 miles from your **yacht's** berthing place.

Our payment will be limited to that period of time reasonably required to repair your **yacht**. In the event of a total loss, our payment will be limited to that period of time until we pay the loss.

There is no **deductible** for this coverage.

5. Emergency Expenses

We will reimburse you for emergency towing and assistance, including the delivery of fuel or necessary parts when your **yacht** is disabled due to a loss not covered by this insurance. The limit of liability is shown on your Declarations Page. The emergency services:

a. must be performed at the location of disablement; and

b. the location of disablement must be other than at where the **yacht** is usually berthed.

There is no **deductible** for this coverage.

6. Trailers

If a coverage limit is shown on your Declarations Page for Trailers, we will cover physical loss or damage to your trailer. Any settlement we make for a covered loss will be subject to the limit of liability shown on your Declarations Page, and subject to a $250 **deductible**.

7. Tenders

If a coverage limit is shown on your Declarations Page for Tenders, we will cover physical loss or damage to your **tender**. Any settlement we make

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for a covered loss will be subject to the limit of liability shown on your Declarations Page.

8. Fine Arts

If a coverage limit is shown on your Declarations Page for Fine Arts, we will cover physical loss or damage to **fine arts**. Any settlement we make for a covered loss will be subject to the limit of liability shown on your Declarations Page.

9. Temporary Substitute Vessel

If your **yacht** is out of use solely due to a covered loss under this policy and cannot be available for your private pleasure use for at least 14 days from the date of loss, we will pay **reasonable expenses** up to a maximum $1,500 per day for seven (7) days for a temporary substitute vessel. The temporary substitute vessel must be of a similar configuration, and of equal or lesser value and length as the **yacht** that is out of use.

However, we will not provide this coverage if your temporary substitute vessel is used for any purpose other than your private pleasure use.

There is no **deductible** for this coverage.

10. Inspections

We will pay **reasonable expenses** of inspecting your **yacht** after grounding.

There is a $500 **deductible** for this coverage for each inspection.

11. Pet Injury

We will pay up to $5,000 for each occurrence for any necessary **medical expenses** to domestic animals owned by, or in the care, custody and control of an **insured** that arises due to a covered loss. This coverage is in addition to the coverage limits shown on your Declarations.

There is no **deductible** for this coverage.

12. Precautionary Measures

We will pay up to $1,500 for reasonable expenses incurred by an **insured** to move your **yacht** to a safe location prior to a covered loss and while your **yacht** is under threat of windstorm, tidal surge or wave, or fire at your **yacht's** berth, mooring, or place of storage.

This Additional Coverage does not apply to any regular haul out or storage costs you are responsible for under a contract or other agreement.

There is no **deductible** for this coverage.

13. Mopeds, Motorbikes and Motorcycles

We will pay up to $5,000 for physical loss or damage to any moped, motorbike or motorcycle when lost or damaged while on board the **yacht**.

There is no **deductible** for this coverage.

14. Firearms

We will pay up to $2,500 for each occurrence of theft of firearms from on board your **yacht**. This coverage does not apply if the firearms were illegally obtained, were used in an illegal activity or were confiscated by a government unit. $2,500 is the most we will pay for each occurrence of theft regardless of the number of firearms stolen.

There is no **deductible** for this coverage.

15. Passports and Identification

We will pay the **reasonable cost** to replace a passport or any other government issued identification belonging to an **insured** that was lost or damaged as a result of a covered loss. The most we will pay is $2,500 to replace all passports and government issued identifications that was lost or damaged as a result of any one covered loss.

There is no **deductible** for this coverage.

16. Newly Acquired Vessel

We will cover any vessel with a maximum design speed of 60 mph or less, which you acquire by purchase and used by you solely for private pleasure use during the policy period. Coverage for your newly acquired vessel is up to the lesser of the verifiable purchase price or the highest **Yacht** Coverage Limit shown on the Declarations Page. This coverage is in effect for a period of thirty (30) days from the date of purchase and subject to all the terms, conditions and exclusions of this policy. However, you must request coverage within

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thirty (30) days of the date of purchase and pay the additional premium as determined by us.

D. Exclusions –The following exclusions apply to **Section III - Property Coverage**.

1. Intentional Loss

We do not cover intentional loss. An intentional loss means any loss arising out of any act an **insured** commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no **insured** is entitled to coverage, even **insureds** that did not commit or conspire to commit the act causing the loss.

2. Dishonest Acts

We do not cover any loss caused by any dishonest or criminal act by you or a **family member**, or by a person directed by you or a **family member**.

3. Gradual or Sudden Loss

We do not cover any loss caused by wear and tear, marring, deterioration, chipping, scratching, denting, osmosis, blistering, electrolysis, galvanic action, corrosion, weathering, dampness of atmosphere, ice, freezing of machinery or equipment, rust, oxidation, rot, warping or shrinkage, change of temperature or humidity, lack of maintenance or deterioration, inherent vice, manufacturer's defect or defect in design or by birds, vermin, insects, rodents, animals or marine life.

4. Fungi, Wet or Dry Rot, or Bacteria

We do not cover any loss caused by the presence, growth, proliferation, spread or any activity of fungi, wet or dry rot, mold or bacteria. This includes the cost to test for, monitor, clean up, move, remediate, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of fungi, wet or dry rot, mold or bacteria.

5. Capture and Seizure

We do not cover any loss caused by capture, seizure, arrest, restraint, detainment, taking by any government authority, either lawful or otherwise, or any consequences of these.

6. Neglect

We do not cover any loss caused by loss or damage due to neglect, meaning failure of an **insured** to use all reasonable care.

7. Racing Event and Speed Trial

We do not cover any loss from an accident occurring while you or any **insured** are participating in a racing event or speed trial, whether or not organized, including practicing for a race, as an operator or occupant of a boat. This exclusion does not apply to sailboats.

8. War

We do not cover any loss caused directly or indirectly by war. War includes the following and any consequence(s) of any of the following:

a. Undeclared war, civil war, insurrection, rebellion or revolution;
b. Warlike act by a military force or military personnel;
c. Destruction, seizure or use for a military purpose; or
d. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

9. Nuclear Hazard

We do not cover any loss caused directly or indirectly by nuclear hazard. Nuclear hazard means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these. However, we do cover ensuing covered loss due to fire resulting from a nuclear hazard unless another exclusion applies.

10. Ocean Cargo Transit

We do not cover any loss to your **yacht** that results while your **yacht** is being loaded, unloaded or transported aboard a cargo vessel.

11. Charter or Commercial Use

We do not cover any loss while your **yacht** is used for other than private pleasure purposes. Your yacht can not be chartered or leased or used for any commercial purposes at any time. If we agree to allow an occasional charter of your **yacht**, it must be for private pleasure use only, and must be approved by us in advance, in writing. Entertaining

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business clients on your **yacht** is not considered charter or commercial use.

12. Towing

We do not cover any loss that arises directly or indirectly from your **yacht** being towed by another vessel.

This Exclusion (**12.**) does not apply while your **yacht** is being towed by:

1) the United States Coast Guard;
2) any other organization that is qualified and specializes in providing watercraft towing services; or
3) any other vessel

due to an emergency or covered loss.

13. Latent Defect

We do not cover any repair or replacement of any **latent defect** in your **yacht**. However, we do insure ensuing covered loss unless another exclusion applies.

Section IV – PROTECTION AND INDEMNITY LIABILITY COVERAGE

A. Insuring Agreement

If a claim or suit is brought against you or any **insured** for **damages** because of **bodily injury** or **property damage** arising from the ownership, operation, maintenance or use of your **yacht** and caused by an **occurrence** to which this coverage applies, we will pay:

1. **Damages** for which an **insured** is legally liable. **Damages** include pre-judgment interest awarded against you or any **insured**;
2. Sums for which you or an **insured** are legally liable to pay to a **crew member** or **occasional crew member** as defined in the Federal Jones Act or under general Maritime Law; and
3. Sums for which you are legally liable under the Federal Longshoreman's and Harbor Worker's Compensation Act to any **crew member** or **occasional crew member** which occurs while the crew member is in service of the **yacht**, provided that:
   a. There shall be no more than the number of **crew members** shown on the Declarations Page in the service of your **yacht** at anyone time during the Policy Period and; if additional **crew members** are employed in the service of the **yacht** at any time during the Policy Period, you are required to give prior notice to us and pay any additional premium;
   b. If you fail to give such prior notice to us and there is a greater number of **crew members** in the service of the **yacht** than is shown on the Declarations Page, then we will only provide coverage to **crew members** in 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 **yacht** at the time of any **occurrence** giving rise to a claim; and
   c. The most we will pay for all claims for **bodily injury** and **property damage** as a result of any one **occurrence** is the Protection & Indemnity Liability Coverage limit shown on the Declarations Page of this policy.

B. Limit of Liability

The limit shown in the Declarations Page is the most we will pay for any one **occurrence** regardless of the number of:

1. Covered persons;
2. Claims or suits made;
3. Vessels involved in an accident or shown on the Declaration Page;
4. Persons who sustain injury or damage;
5. Vessels insured by this or any other policy, issued by us or others;
6. Premiums paid for this coverage; or
7. Acts or failures to act.

C. Other Coverage

We cover the following in addition to the Protection & Indemnity Liability Coverage limit, unless stated otherwise:

1. Defense Coverage

We will defend an **insured** against any suit for **bodily injury** or **property damage** arising from the ownership, operation, maintenance or use of a **yacht**. We may investigate and settle any claim

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or suit as we decide is appropriate. Our obligation to defend any claim or suit ends when the amount we pay for **damages** for settlement or judgment equals our limit of liability. We have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not covered by this Policy.

2. Claims Expenses

We will pay:

a. Expenses we incur and court costs taxed against an **insured** in any suit we defend;

b. **Reasonable costs** incurred by an **insured** at our request up to a total of $10,000, for assisting us in the investigation or defense of a claim or suit;

c. Premiums on bonds required in a suit we defend. This does not apply to bond amounts more than the Protection & Indemnity Liability coverage limit shown on your Declarations Page. We need not apply for or furnish any bond; and

d. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court, that part of the judgment which does not exceed the Protection & Indemnity Liability coverage limit.

3. Wreck Removal

If you are legally required to raise, remove, or destroy the wreck of your **yacht**, we will pay up to the Protection and Indemnity Liability Coverage limit shown on your Declarations Page to do so. This Coverage does not increase the coverage limit shown on your Declarations Page for **Section IV – PROTECTION AND INDEMNITY LIABILITY COVERAGE** for any one **occurrence**.

4. Marine Environmental Damage

We pay for **damages** an **insured** is legally liable to pay for **marine environmental damage** caused by an **occurrence** arising from the ownership, operation, maintenance or use of your **yacht**, subject to the terms, conditions and exclusions of this policy. This Coverage does not increase the coverage limit shown on your Declarations Page for **Section IV – PROTECTION AND INDEMNITY LIABILITY COVERAGE** for any one **occurrence**.

We will also pay up to $50,000 for any government fine or penalty incurred by you for **marine environmental damage** caused by any one **occurrence** providing there was no intentional act or misconduct by you. The limit for this **marine environmental damage** is a part of and not in addition to the coverage limit shown on your Declarations Page for **Section IV – PROTECTION AND INDEMNITY LIABILITY COVERAGE**.

5. Search and Rescue and Emergency Services Coverage

We will pay up to $25,000 for each **occurrence** for the reasonable expenses you incur from a governmental entity for any search and rescue operation in the event any person is lost at sea from your **yacht**, and for emergency aid or assistance to the **yacht**. Any payment under this coverage is in addition to the coverage limit shown on your Declarations Page for **Section IV – PROTECTION AND INDEMNITY LIABILITY COVERAGE.**

6. Pollution

We agree to pay for sums that you are legally liable to pay as a result of the discharge or threat of discharge of hazardous substance or oil as per the Oil Pollution Act of 1990 (Public Law 101-380 as amended), Section 1002; and the Comprehensive Response, Compensation and Liability Act (CERCLA) (Public Law 96-510 as amended), Section 107(a)(1), and to include response, clean-up and remediation. In addition, we will provide coverage for sums that you or any **insured** are legally liable to pay to third parties for **damages** arising from sudden, accidental and unintentional discharge, spillage, release, leakage or emission of hazardous substance into or upon navigable waters or adjoining shorelines. However, nothing herein shall serve as or otherwise certify that this Policy is evidence of the maintenance of any financial guarantee or obligation required by law, statute or otherwise.

We agree to pay up to the greater of the coverage limit shown on your Declarations Page for **Section IV – PROTECTION AND INDEMNITY LIABILITY COVERAGE** or the statutory limits as defined in each Act above

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or its subsequent amendments. The coverage afforded under this agreement is in addition to the coverage limit shown on your Declarations Page for **Section IV – PROTECTION AND INDEMNITY LIABILITY COVERAGE**.

We do not provide coverage under **6. Pollution** for:

a. Vessels greater than or equal to three hundred (300) Gross Tons, as well as all secondary vessels, including but not limited to, **tenders**, and additional vessels, when there is a **yacht** on the Policy greater than or equal to three hundred (300) Gross Tons;

b. Losses caused by or the result of willful misconduct by the owner or operator of the vessel, intentional discharge of a substance, and/or contractual liability assumed by you or any **insured**;

c. Any liability broader in scope or more extensive than the liability imposed under OPA Section 1002; or

d. Loss of life or **bodily injury**.

7. Marina as Additional Insured

The yacht club, marina or other similar facility where the **yacht** is kept is an additional insured on this Policy for the liability arising out of an **insured's** negligence. The yacht club, marina or other similar facility where the **yacht** is kept is an additional insured only for the purpose of **bodily injury** and **property damage** in connection with your ownership, maintenance and operation of the **yacht**.

8. Newly Acquired Vessel

We will pay **damages** an **insured** is legally obligated to pay for **bodily injury** and **property damage** caused by an **occurrence** arising out of the ownership, operation, maintenance or use of any vessel with a maximum design speed of 60 mph or less, which you acquire by purchase and used by you solely for private pleasure use during the policy period. This coverage is in effect for a period of thirty (30) days from the date of purchase and subject to the highest Yacht Protection & Indemnity Liability Coverage Limit shown on the Declarations Page and all other terms, conditions and exclusions of this policy. However, you must request coverage within thirty (30) days of the date of purchase and pay the additional premium as determined by us.

9. Operating Other Vessels

Subject to all the policy terms, conditions and exclusions, we cover **damages** for **bodily injury** and **property damage** caused by an **occurrence** that you or a **family member** are legally obligated to pay resulting from your or your **family member's** operation of another vessel with a maximum design speed of 60 mph or less which is neither owned nor chartered by you or a **family member**.

This coverage is subject to the highest Yacht Protection & Indemnity Liability Coverage limit shown on the Declarations.

10. Rented or Borrowed Vessels

Subject to all the policy terms, conditions and exclusions, we cover **damages** for **bodily injury** and **property damage** caused by an **occurrence** arising from an **insured's** use of a rented or borrowed pleasure vessel provided the vessel is furnished or rented to you for less than 45 days. The most we will pay for any one **occurrence** under this **Other Coverage 10.** is the highest Yacht Protection & Indemnity Liability Coverage limit shown on the Declarations Page.

D. Exclusions

The following exclusions apply to:

Section IV - PROTECTION AND INDEMNITY LIABILITY COVERAGE and Section V – Medical Payments Coverage

We do not provide coverage for **damages**, Defense Coverage, Claims Expenses, or any other cost or expense for:

1. Communicable Disease

Bodily injury or **property damage** which arises out of the transmission of a communicable disease by an **insured.**

2. Business

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Bodily injury or **property damage** arising out of the ownership, maintenance, operation or use of a **yacht** for **business** purposes.

3. War

Bodily injury or **property damage** caused directly or indirectly by war, including any consequence of any of the following:

a. Undeclared war, civil war, insurrection, rebellion or revolution
b. Warlike act by a military force or military personnel; or
c. Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

4. Assessments

Any assessment charged against an **insured** as a member of an association, corporation or community of property owners.

5. Claims Settled Without Our Consent

Any claim settled with a third party without our written consent regardless of the cause of loss, or any related expenses such as:

a. court costs;
b. legal expense; or
c. judgment.

6. Nuclear Hazard

Bodily injury or **property damage** caused directly or indirectly by nuclear hazard. Nuclear hazard means:

a. any nuclear reaction;
b. radiation; or
c. radioactive contamination

whether controlled or uncontrolled or however caused. We do cover subsequent loss due to fire resulting from a nuclear hazard unless another exclusion applies.

7. Expected or Intended Injury

Bodily injury or **property damage** resulting from any criminal, willful, intentional, or malicious act or omission by any **insured**. We do not cover any loss resulting from acts or omissions of any person which are intended to result in, or would be expected by a reasonable person to cause **bodily injury** or **property damage**. This exclusion applies even if the injury or damage is of a different kind or degree, or is sustained by a different person than expected or intended. This exclusion does not apply to **bodily injury** or **property damage** if the **insured** acted with reasonable force to protect any person or property.

8. Controlled Substances

Bodily injury or **property damage** arising out of the:

a. Use;
b. Sale;
c. Manufacture;
d. Delivery;
e. Transfer ; or
f. Possession

by any person of a controlled substance as defined under federal law.

Substances include but are not limited to cocaine, LSD, marijuana, and all narcotic drugs. This exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

9. Fungi, Wet or Dry Rot, or Bacteria

Bodily injury or **property damage** arising directly or indirectly, in whole or in part, out of the actual or alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any fungi, wet or dry rot, or bacteria.

10. Contract or Agreement

Bodily injury or **property damage** arising from any contract or agreement entered into by an **insured**. However, this exclusion does not apply to any contracts:

a. That directly relate to the ownership, maintenance, or use of a **yacht**; or

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b. Where the liability of others is assumed by you prior to an **occurrence**.

11. Racing Event and Speed Trial

Bodily injury or **property damage** resulting from an accident occurring while you or any covered person are participating in a racing event or speed trial, whether or not organized, including practicing for a race, as an operator or occupant of a boat. This exclusion does not apply to sailboats.

12. Illegal transportation or trade

Bodily injury or **property damage** arising out of the ownership, maintenance, or use of a **yacht** or trailer while being used in any illegal transportation or trade.

13. Towed or Carried by a Land Motor Vehicle

Bodily injury or **property damage** arising out of an accident involving a **yacht** or trailer while being towed or carried by a land motor vehicle.

14. Vessel Owned by You

Bodily injury or **property damage** resulting from your operation or use of a vessel owned by you but not covered under this Policy. However, this Exclusion does not apply to the extent coverage is provided under **C. Other Coverage**, **8. Newly Acquired Vessel**.

15. Watercraft or Trailer While Rented to Others

Bodily injury or **property damage** arising out of the ownership, maintenance or use of any **yacht** or trailer while rented to others.

16. Bodily Injury to an Insured

Bodily Injury to you or a **family member.**

17. Fines and penalties

We will not pay fines, penalties, punitive, and exemplary **damages**, from whatever source, arising from the ownership, maintenance, operation or use of a vessel.

This Exclusion does not apply to the extent coverage is provided under **C. Other Coverage**, **4. Marine Environmental Damage** or **6. Pollution**.

18. Towing

Bodily injury or **property damage** that arises directly or indirectly from your **yacht** being towed by another vessel.

This Exclusion (**18.**) does not apply while your **yacht** is being towed by:

1) the United States Coast Guard; or
2) any other organization that is qualified and specializes in providing watercraft towing services;

due to an emergency or covered loss.

Section V – Medical Payments Coverage

A. Insuring Agreement and Limit of Liability

We will pay the necessary **medical expenses** that are incurred or medically ascertained within three years from the date of an **occurrence** while any person is boarding, on board or leaving your **yacht** up to the Coverage Limit shown on your Declarations Page .

B. Exclusions

1. This coverage does not apply to:

a. any employee of yours while injured in the course of employment;

b. anyone eligible for benefits under any Worker's Compensation insurance; and

c. anyone injured while the **yacht** is being conveyed over land.

2. All exclusions cited under **Section IV - PROTECTION AND INDEMNITY LIABILITY COVERAGE** apply to this Coverage.

Section VI – UNINSURED BOATERS COVERAGE

A. Insuring Agreement

We will pay **damages** that an **insured** is legally entitled to receive from an owner or operator of an **uninsured boat** because of **bodily injury** sustained by an **insured** while on board your **yacht.**

B. Limit of Liability

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The amount shown on your Declarations Page for this section is the most that we will pay for **Uninsured Boaters** Coverage regardless of the number of claims made, or vessels involved in one occurrence.

C. Exclusions

We do not provide Uninsured Boaters Coverage:

1. where there is no evidence of physical contact between your **yacht** and the other vessel;
2. if the **uninsured boat** is owned by a government agency;
3. for any **crew member** or **occasional crew member**;
4. for punitive or exemplary **damages**;
5. which duplicates coverage provided by this or any other applicable insurance or settlement made;
6. for claims settled without our written consent; and
7. for vessels owned by or furnished for the regular use of you or an **insured**.

Section VII – GENERAL PROVISIONS

A. Insurable Interest

Even if more than one person or party has an insurable interest in the property covered under this policy, we will not be liable in any one loss:

1. To an **insured** for more than the amount of such insureds interest at the time of loss; or
2. For more than the applicable limit of liability.

B. Territory

This policy applies only to losses and **occurrences** during the policy period shown on your Declarations Page and which occur within the navigation limits as shown on your Declarations Page or as agreed to by endorsement.

C. Your Duties After a Loss

In the event of a loss for which coverage may be provided under this policy, you or an **insured** must:

1. Give prompt notice to us or your agent;
2. Notify the police in case of loss by theft;
3. Protect the property from further damage. If repairs to the property are required, you must:
   a. Make reasonable and necessary repairs to protect the property; and
   b. Keep an accurate record of repair expenses;
4. Cooperate with us in the investigation of a claim, settlement or the defense of any claim or suit;
5. Prepare an inventory of damaged property. Show the quantity, description and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
6. As often as we reasonably require:
   a. Show the damaged property;
   b. Provide us with records and documents we request and permit us to make copies; and
   c. Submit to separate examination under oath;
7. Send to us, within 60 days of our request, your signed, sworn proof of loss. The proof of loss must set forth, to the best of your knowledge and belief:
   a. The time and cause of loss;
   b. The interest of all **insureds** and all others in the property involved;
   c. any and all liens on the property;
   d. Other insurance which may cover the loss;
   e. Changes in title or occupancy of the property during the term of the policy;
   f. Specifications of damaged buildings and detailed repair estimates;
   g. The inventory of damaged property described; and
   h. Receipts for additional living expenses
8. Provide us with the names and addresses of any claimants and witnesses;
9. Promptly forward to us every notice, demand, summons or other process relating to the **occurrence**;
10. At our request, assist us:
    a. To make a settlement;
    b. To enforce any right of contribution or indemnity against any person or organization who may be liable to an **insured**;
    c. With the conduct of suits and attend hearings and trials; and
    d. To secure and give evidence and obtain the attendance of witnesses; and

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11. No **insured** shall, except as such **insured's** own cost, voluntarily make payment, assume obligation or expense other than for first aid to others at the time of a loss or **occurrence**.

D. Policy Term

This policy applies only to a covered loss which occurs during the policy period shown on your Declaration Page.

E. Recovered Property

In the event we pay for a covered loss to property and the property is recovered, we will offer you an opportunity to buy it back from us.

F. Assignment

Assignment of this policy will not be valid unless we give our written consent.

G. Waiver or Change of Policy Provisions

A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

H. Concealment or Fraud

We do not provide coverage to an **insured** who, whether before or after a loss, has:

a. Intentionally concealed or misrepresented any material fact or circumstance;
b. Engaged in fraudulent conduct; or
c. Made false statements relating to this insurance.

I. Conformity to Law

If any part of this policy conflicts with state or local law, this policy is amended to conform to those laws.

J. Liberalization Clause

If a change is made which broadens coverage under this edition of our policy without any premium charge, the change will automatically apply to your policy as of the date we made the change in your state.

K. Bankruptcy

Bankruptcy or insolvency of an **insured** will not relieve us of our duties under this policy.

L. Death of an Insured

In the event of the death of an **insured**, this policy will cover the legal representative of the deceased for the remainder of the Policy Period unless cancelled. We will cover the legal representative of the deceased only with respect to the property of the deceased covered under this policy at the time of death.

M. Suit Against Us

No action can be brought against us unless there has been full compliance with all of the terms of this policy. The action must be brought against us within three years after the date of loss. You may not bring any action until thirty days after proof of loss has been filed and the amount of loss has been determined.

N. Mediation or Appraisal

If you and we fail to agree on the amount of loss, either may:

1. Demand mediation of the claim, prior to taking legal action. The request must state:
   a. Why mediation is being requested; and
   b. The issues in dispute which are to be mediated.

   Only one mediation may be requested for each claim, unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.

   The parties must jointly appoint a mutually acceptable mediator. If the parties are unable to agree upon the appointment of a mediator within 7 days after a party has given notice of a demand to mediate the dispute, any party may apply to the JAMS Mediation Service, or such other organization or person agreed to by the parties in writing, for appointment of a mediator.

   The mediator will notify the parties of the date, time and place of the mediation conference. This conference will be held within 45 days of the mediation request. If feasible, the conference may be held by telephone.

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The mediation shall be conducted as an informal process and formal rules of evidence and procedure need not be observed. Participants must:

a. Have authority to make a binding decision; and

b. Mediate in good faith.

If the mediator determines that both parties have mediated in good faith, the costs of the mediation shall be shared equally by both parties

2. Demand an appraisal of the loss. In this event, each party will choose a competent impartial appraiser with no financial interest in the outcome of the decision within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the **yacht** is located as shown on the Declarations Page.

The appraisers will separately set the amount of the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of the loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of the loss.

Each party will:

a. Pay its own appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If, however, we demanded the mediation and either party rejects the mediation results, you are not required to submit to, or participate in, any appraisal of the loss as a precondition to action against us for failure to pay the loss.

O. Other Insurance and Service Agreement

If a loss covered under **Section III – PROPERTY COVERAGE** of this policy is also covered by:

1. Other insurance; we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss; or

2. A service agreement; this insurance is excess over any amounts payable under any such agreement. Service agreement means a service plan, property restoration plan, warranty or other similar service warranty agreement, even if it is characterized as insurance.

Any coverage under **Section IV – PROTECTION AND INDEMNITY LIABILITY COVERAGE** will be excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy. We will not provide any coverage under **Section IV – PROTECTION AND INDEMNITY LIABILITY COVERAGE** if a premium and limit for this coverage are not shown on the Declarations for your **yacht.**

P. Lien Holder Clause

If a lien holder is named in this policy, any covered loss under property coverage for damage to your **yacht** will be paid to the lien holder and you, as interests appear. If more than one lienholder is named in this policy, the order of payment will be the same as the order of precedence of the liens.

If we deny your claim that denial will not apply to a valid claim of the lien holder, if the lien holder:

1. Notifies us of any change in ownership, occupancy or substantial change in risk of which the lien holder is aware;

2. Pays any premium due under this policy on demand if you have neglected to pay the premium; and

3. Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so.

If we decide to cancel or not renew this policy, we will notify the lien holder at least 10 days before the date cancellation or non-renewal takes effect.

If we pay the lien holder for any loss and deny payment to you:

1. We are subrogated to all the rights of the lien holder granted under the lien on the **yacht**; or

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2. At our option, we may pay to the lien holder the whole principal on the loan plus any accrued interest. In this event, we will receive a full assignment and transfer of the lien and all securities held as collateral to the debt.

Subrogation will not impair the right of the lien holder to recover the full amount of the mortgagee's claim.

Q. Cancellation

This policy may be cancelled during the policy period as follows:

1. You may cancel by:

a. Returning this policy to us; or

b. Giving us advance written notice of the date cancellation is to take effect.

2. We may cancel by mailing to you at the address shown in this policy:

a. At least 10 days' notice:

1) If cancellation is for nonpayment of premium; or

2) If notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or

b. At least 20 days' notice in all other cases.

R. Nonrenewal

If we decide not to renew or continue this policy, we will mail notice to you at the address shown in this policy. Notice will be mailed at least 20 days before the end of the policy period.

S. Automatic Termination

If we offer to renew or continue this policy and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.

T. Other Termination Provisions

1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.

2. If this policy is cancelled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed pro rata. However, making or offering to make the refund is not a condition of cancellation.

3. The effective date of cancellation stated in the notice shall become the end of the policy period.

U. No Benefit to Bailee

We will not recognize any assignment or grant any coverage that benefits a person or organization holding storing or moving property for a fee regardless of any other provision in this policy.

V. Subrogation

We may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, an **insured** must sign and deliver all related papers and cooperate with us.

W. Abandonment of Property

We need not accept any property abandoned by an **insured**.

Privilege Underwriters Reciprocal Exchange

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.

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CEO, PURE Risk Management, LLC
Attorney-in-fact

If you would like to obtain information about your coverage or if you need assistance in resolving an issue relating to your insurance policies with us, please contact us at:

Privilege Underwriters Reciprocal Exchange
1 North Lexington Avenue, Suite 1900
White Plains, NY 10601
(888) 813-PURE

Please include your name and policy number in any correspondence.

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Hurricane Deductible

This endorsement changes the policy. Please read it carefully.

It is agreed and understood with respect to the following **yacht**:

Description of Vessel
Name: Seawalker
Year Built: 2021
Length: 76 (ft)
Manufacturer: Sunseeker
Model: 76 Yacht

The following applies:

SCHEDULE

Hurricane Deductible:	$150,000 per covered loss

Section II – DEFINITIONS

Deductible is replaced by the following:

Deductible

Deductible means the amount you are responsible to pay for any covered loss we pay.

The Declarations Page designates two **deductible** amounts for physical damage: one for loss due to a **hurricane**, and one for all other perils covered by this policy. The physical damage **deductibles** shown in the Declarations Page and in this Endorsement applies to each covered loss.

The following Definition is added:

Hurricane

Hurricane means:

a. A storm system that has been declared to be a **hurricane** by the National Hurricane Center of the National Weather Service; and
b. Wind, wind gusts, hail, rain, tornadoes or cyclones caused by or resulting from a **hurricane**.

The duration of a **hurricane** includes the time period:

1. Beginning at the time a **hurricane** watch or **hurricane** warning is issued for any part of the Hurricane Berthing Location, as indicated on the Declarations Page by the National Hurricane Center;
2. Continuing for the time period during which the **hurricane** conditions exist anywhere in the Hurricane Berthing Location, as indicated on the Declarations Page; and
3. Ending 72 hours following the termination of the last hurricane watch or warning issued by the National Hurricane Center for anywhere in the Hurricane Berthing Location, as indicated on the Declarations Page.

Section III – PROPERTY COVERAGE

B. Coverage and Loss Settlement, **3. Deductible** is replaced by the following:

3. Deductibles

The **deductibles** shown on the Declarations Page and in the Schedule on this Endorsement are the amounts for each covered loss you will pay and for which there will be no payment under this policy. There are two **deductibles** for Property Coverage shown on your Declarations Page:

a. A loss due to a **hurricane** is subject to the Hurricane Deductible shown on the Declarations Page; and
b. A loss due to any other peril covered by this policy is subject to the All Other Perils **deductible** shown on your Declarations Page.

The **deductible** shown on your Declarations Page for all other perils will not apply in the event of a total loss or total theft of the **yacht**.

If a loss occurs to your **tender** only, the All Other Perils **deductible** will be $250 for each covered loss, regardless of the number of **tenders**.

In the event of a covered loss only to the electronic navigational equipment, electronic communications or electronic security systems for your **yacht**, no **deductible** applies. This waiver of **deductible** does not apply to electronic engine management systems.

This endorsement is issued as part of Policy PW259724400. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Policy Expiration Date, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Occasional Charter

This endorsement changes the policy. Please read it carefully.

It is agreed and understood with respect to the following **yacht:**

Description of Vessel
Name: Seawalker
Year Built: 2021
Length: 76 (ft)
Manufacturer: Sunseeker
Model: 76 Yacht

The following applies:

Section III – PROPERTY COVERAGE

C. Additional Coverages is amended by adding the following:

Occasional Charter Coverage

a. Subject to the warranties and other terms of the policy, and subject to this endorsement being listed on your Declaration Page, we shall cover the **yacht** while being used for the carriage of fare paying customers.

You warrant that you or your named captain will be on board and in control of the **yacht** listed above at all times while the vessel is underway.

b. In the event a covered loss under this **Section III - PROPERTY COVERAGE** which subsequently prevents your **yacht** from fulfilling a charter agreement, we shall pay up to $25,000, in the aggregate during any one Policy Period for loss of charter income.

However, coverage for Loss of Charter Income will not start until seven days after a covered loss to the **yacht** is reported to us.

We will pay no more than the actual charter fees under the contract and for which deposits have been received prior to the date of the covered loss to the **yacht**, less any expenses that would have been incurred during the charter period. If we have made payment for loss, and there is a recovery as a result of that loss, we have the right to that recovery to the extent of our payment.

This coverage is in addition to other amounts we will pay under **Section III - PROPERTY COVERAGE** however, this coverage will not apply if the **yacht** is a total loss. This coverage is excess over all other valid and collectable insurance.

D. Exclusions, **11. Charter or Commercial Use** is revised by adding the following:

This Exclusion **11.** does not apply to the extent coverage is provided under **C. Additional Coverages**, **Occasional Charter Coverage**.

Section IV – PROTECTION AND INDEMNITY LIABILITY COVERAGE

D. Exclusions, **2.** Business is revised by adding the following:

This Exclusion **2.** does not apply to the extent coverage is provided under **C. Additional Coverages**, **Occasional Charter Coverage**.

This endorsement is issued as part of Policy PW259724400. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Policy Expiration Date, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Additional Insured

This endorsement changes the policy. Please read it carefully.

SCHEDULE

Name and Address of Person or Organization: Sunshine FL LLC 4834 Osage Beach Parkway, Suite 101 Osage Beach, MO 65065
Description of Vessel Name: Seawalker Year Built: 2021 Length: 76 (ft) Manufacturer: Sunseeker Model: 76 Yacht

Section II – DEFINITIONS

Insured, is extended to include the person or organization named in the **SCHEDULE** above, but only with respect to:

1. Their insurable interest in the **yacht** named in the **SCHEDULE** above; and
2. **Section IV – PROTECTION AND INDEMNITY LIABILITY COVERAGE** and **Section V – Medical Payments Coverage**, for:
   a. **bodily injury**;
   b. **property damage**; and
   c. **medical expenses**

   arising out of the ownership, maintenance or use of the **yacht** named in the **SCHEDULE** above.

CANCELLATION AND NONRENEWAL NOTIFICATION
If we decide to cancel or not to renew this policy, the person or organization named in the Schedule will be notified in writing.

This endorsement is issued as part of Policy PW259724400. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Policy Expiration Date, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Lightning Deductible

This endorsement changes the policy. Please read it carefully.

It is agreed and understood with respect to the following yacht:

Description of Vessel
Name: Seawalker
Year Built: 2021
Length: 76ft
Manufacturer: Sunseeker
Model: 76 Yacht

The policy is amended as follows:

Section III - PROPERTY COVERAGE

With respect to a covered loss caused directly or indirectly by lightning, 3. Deductible is deleted and replaced by the following:

Lightning Deductible

A special deductible of $150,000 shall apply to any and all covered losses, including partial, total, and constructive total losses, caused directly or indirectly by lightning.

All other provisions of this policy apply.

Captain Warranty

This endorsement changes the policy. Please read it carefully.

It is agreed and understood with respect to the following yacht:

Description of Vessel
Name: Seawalker
Year Built: 2021
Length: 76 (ft)
Manufacturer: Sunseeker
Model: 76 Yacht

The following applies:

In consideration of the premium paid, and other terms of the policy, it is warranted that your yacht will always be under the care and control of a paid captain. Any changes in captain must be reported to and agreed to by our underwriters in advance.

Thomas Pearce, Manuel Pagan or Cliff Meadows are approved as Captain.

All other provisions of this policy apply.