



7/17/2019

BACKCOUNTRY TRAVEL LLC  
PO BOX 36  
Stehekin, WA 98852

Hi CLIFF:

Thank you for putting your trust in Markel, we are pleased you chose us to protect your business.

It is important that you review the enclosed policy documents to make sure everything is correct. If you believe any changes are required, or if you need additional help, please call your agent reflected on the Declarations Page.

If you'd like to make a payment by phone, please call your agent. To make a payment online, please visit [markelamerican.com/pay](http://markelamerican.com/pay).

Sincerely,  
**Markel**  
Specialty Insurance by Real Specialists



## PRIVACY POLICY AND OFAC NOTICE

We would like to thank you for your business and let you know we respect your privacy. We are committed to protecting your personal information. Please read this notice, which outlines our privacy policies and practices.

We collect nonpublic information about you from the following sources:

- Information we receive from you on applications or other forms such as your name and address;
- Information about your transactions with us, our affiliates, or others;
- Information we receive from a consumer reporting agency.

**We do not disclose any nonpublic information about our customers or former customers to anyone, except as permitted by law.**

We may disclose nonpublic personal information about you to the following types of third parties:

- Insurance agents and/or brokers that you have chosen to work with;
- Non-affiliated third parties as permitted by law to provide services you have requested.

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

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

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

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

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

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

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

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



# MARKEL AMERICAN INSURANCE COMPANY

GLEN ALLEN, VIRGINIA

## WATERCRAFT DECLARATIONS PAGE

Page # 3

<b>Policy Number:</b> MTD00000493568	<b>Agency Number:</b> 10318 - 000742	<b>Effective Date/Transaction:</b> 2019-07-20      New
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**Policy Period: From** 07/20/2019      **To** 07/20/2020 **12:01 A.M. Standard Time at Your Mailing Address**

<b>Insured Name and Mailing Address</b> BACKCOUNTRY TRAVEL LLC CLIFF COURTNEY PO BOX 36  Stehekin, WA 98852	<b>Your Agent</b> 509-682-4517 VIP AGENCY CHELAN LLC (THE) PO BOX 909  CHELAN, WA 98816
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**DECLARED USAGE**  
**Primary Usage and ID** Charter - Captained 1  
**Usage Type** Taxi  
**Additional Usage Description**

**Hull Type** Commercial Boat      **# of Vessels** 1

**Mooring Location** NNA VALLEY ST Stehekin Chelan WA 98852

**Navigation Limits** Inland waters of AZ, CA, CO, ID, MT, NV, NM, OR, UT, WA and WY.

**Lay-Up** None      **From**      **To**

COVERAGE	LIMIT*	DEDUCTIBLE*	PREMIUM
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Watercraft Liability	\$1,000,000 per occurrence		\$3,699
Uninsured Watercraft	\$1,000,000 per occurrence		\$21
Medical Payments	\$25,000 per occurrence		\$189
Oil Pollution Liability	\$939,800 per occurrence		\$12

**\*If Hull Coverage is shown above, the Hull Limit is the total value for all insured vessels. See Vessel Schedule for the individual vessel limits and deductible amounts.**

<b>Endorsement</b>	
<b>Premium Total \$74.00</b>	<b>Usage Premium \$3,995.00</b>

**Non-Seasonal Rating:** If you cancel the policy or if the policy is cancelled for nonpayment of premium, any return premium will be computed on a 90% pro-rata basis subject to our minimum earned premium. If we cancel the policy, any return premium will be computed on a pro-rata basis.

<b>Minimum Earned Premium</b> \$500.00	<b>Policy Taxes/Fees</b> \$0.00	<b>TOTAL ANNUAL PREMIUM</b> \$3,995.00
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	<b>Additional Insured</b> USA NORTH CASCADES NATL PARK 810 STATE ROUTE 20  Sedro Woolley WA 98284
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<b>Producer</b> VIP AGENCY CHELAN LLC (THE)	<b>Customer Ref#</b>
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**Forms and Endorsements** Please see the back of this form.

**Signed on** 7/17/2019      **at** CHELAN, WA      *John R. Clark*



# MARKEL AMERICAN INSURANCE COMPANY

## WATERCRAFT DECLARATIONS PAGE

<b>Policy Number:</b>	<b>Primary Usage and ID</b>	<b>Agency Number:</b>	<b>Page Number</b>
MTD00000493568	Charter - Captained 1	10318 - 000742	4
MTD5001-0215 - The Markel Tradesman Policy			
MTD5014-0317 - Charter - Captained Usage Endorsement			
MTD5101-0215 - Uninsured and Underinsured Watercraft Coverage Endorsement			
MTD5102-0215 - Medical Payments Coverage Endorsement			
MTD5110-0215 - Additional Insured Endorsement			
MTD5126-0215 - Port Risk - Ashore Endorsement			
MTD5200-0317 - General Amendatory Endorsement			
MIL1214-0917 - Trade or Economic Sanctions Endorsement			



# MARKEL AMERICAN INSURANCE COMPANY

## WATERCRAFT DECLARATIONS PAGE

**Policy Number:**  
MTD00000493568

**Primary Usage and ID**  
Charter - Captained 1

**Agency Number:**  
10318 - 000742

**Page Number**  
5

**Additional Insured**  
US FOREST SERVICE  
428 W WOODIN AVE  
  
Chelan WA 98816



# MARKEL AMERICAN INSURANCE COMPANY

GLEN ALLEN, VIRGINIA

## WATERCRAFT SCHEDULE PAGE

Page # 6

<b>Policy Number:</b> MTD00000493568	<b>Agency Number:</b> 10318 - 000742	<b>Effective Date/Transaction:</b> 2019-07-20      New
<b>Policy Period: From</b> 07/20/2019 <b>To</b> 07/20/2020 <b>12:01 A.M. Standard Time at Your Mailing Address</b>		
<b>Primary Usage and ID</b> Charter - Captained 1		
<b>Usage Type</b> Taxi		
<b>Additional Usage Description</b>		
<b>Hull Type</b> Commercial Boat	<b># of Vessels</b> 1	
<b>Mooring Location</b> NNA VALLEY ST Stehekin Chelan WA 98852		
<b>Navigation Limits</b> Inland waters of AZ, CA, CO, ID, MT, NV, NM, OR, UT, WA and WY.		
<b>Lay-Up</b> None	<b>From</b>	<b>To</b>

MTD5000-0218 Page # 6

Charter - Captained 1

INDIVIDUAL VESSEL INFORMATION							
Year	Length	Manufacturer	HIN #	Limit	Deductible		Max # Passengers
2018	50	THAIN	TBW00032G919	n/a			33



# MARKEL AMERICAN INSURANCE COMPANY

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## CONSUMER NOTICE OF INSURANCE SCORING

To offer an accurate quote in connection with this application for insurance, we will review the unit owner's credit report or obtain or use a credit-based insurance score based on the information contained in that credit report. We may use a third party in connection with the development of the unit owner's insurance score. Future reports may be used to update or renew insurance.



**MARKEL AMERICAN INSURANCE COMPANY**

**THE MARKEL TRADESMAN POLICY**



TABLE OF CONTENTS  
**THE MARKEL TRADESMAN POLICY**  
READ YOUR POLICY CAREFULLY.

	<b>Beginning on Page</b>
<b>INSURING AGREEMENT</b> .....	1
<b>DEFINITIONS</b> .....	1
<b>WARRANTIES &amp; CONDITIONS</b> .....	2
<b>GENERAL EXCLUSIONS</b> .....	5
<b>PHYSICAL DAMAGE</b> .....	6
<b>WATERCRAFT LIABILITY</b> .....	7
<b>OIL POLLUTION LIABILITY</b> .....	9

## INSURING AGREEMENT

In return for the premium payment and compliance with all applicable provisions of this policy and any endorsements, we agree to provide the insurance coverages as shown on the Declarations Page and any schedules, which are part of this policy.

By accepting this policy, you agree that the statements on the Declarations Page, any schedule and any application are your agreements and representations. This policy is issued in reliance upon the truth of your representations during the application process and it includes all agreements existing between you and us or any of our representatives.

## DEFINITIONS

Throughout this policy, most words and phrases that have special meanings appear in **bold**. Only the pronouns “we”, “our”, “us”, “you”, “your”, and “yours” are defined, but do not appear in **bold**. This section defines some of the more general terms used in this policy. **Bold** terms that are not listed in this section, are defined in the sections they appear.

1. You and your mean the person(s) or organization(s) named on the Declarations Page as the ‘Insured’.
2. We, our and us refer to the company, shown on the Declarations Page, which is providing this insurance.
3. **Actual cash value** means the **replacement cost** of the lost or damaged property less depreciation.
4. **Bodily injury** means physical injury, sickness or disease sustained by a person including death resulting from any of these.
5. **Constructive total loss** means that the cost to recover and/or repair the damaged property will exceed the applicable limit of insurance.
6. **Contaminant** means any petroleum product, chemical, lubricant, or solvent normally associated with the use and operation of a watercraft.
7. **Declared usage** means activities or operations essential to the type of business shown on the Declarations Page or Schedule Page as ‘Declared Usage’.
8. **Design defect** means a flaw in the structural plan of the **insured vessel’s** hull or machinery, or any of its components. Design defect does not include wear and tear, gradual deterioration, corrosion, rust, electrolysis, osmosis, weathering, **latent defects**, or **manufacturer’s defects**.
9. **First named insured** means the named ‘Insured’ listed first on the Declarations Page.
10. **Insured vessel** means:
  - a. the vessel as shown on the Declarations Page or Schedule Page, including its spars, sails, rigging, tackle, fittings, machinery and equipment necessary for the safe operation and maintenance of the vessel; or
  - b. a **newly acquired vessel**.
11. **Latent defect** means a flaw in the material of the **insured vessel’s** hull or machinery existing when the **insured vessel** or its components were built and not discoverable by common means of testing. Latent defect does not include wear and tear, gradual deterioration, corrosion, rust, electrolysis, osmosis, weathering, inherent vice, **manufacturer’s defects**, or **design defects**.
12. **Manufacturer’s defect** means the improper, incorrect or inadequate manufacturing process of the **insured vessel’s** hull or machinery or any of its components. Manufacturer’s defect does not include wear and tear, gradual deterioration, corrosion, rust, electrolysis, osmosis, weathering, inherent vice, **latent defects**, or **design defects**.

13. **Newly acquired vessel** means a vessel that you acquire during the policy period that replaces an **insured vessel** shown on the Declarations Page or Schedule Page, which is similar to the **insured vessel(s)** described on the Declarations Page or Schedule Page. A **newly acquired vessel** also includes an additionally acquired vessel, which is similar to the **insured vessel(s)** described on the Declarations Page or Schedule Page that does not replace a vessel described on the Declarations Page or Schedule Page, provided we insure all other vessels that you own. The **newly acquired vessel** must exclusively be used for the **declared usage**. No coverage exists under any circumstance for vessels that are not similar to an **insured vessel** shown on the Declarations Page or Schedule Page, or is determined by us to be in an unseaworthy condition.

If we determine the new vessel to be an acceptable risk, we will charge you additional premium and amend this policy or we will issue a new policy for your new vessel from the date you purchased the vessel, provided that you have notified us within 30 days following delivery and pay any additional premium required.

A **newly acquired vessel** will have the same coverage we provide for vessels on the Declarations Page or Schedule Page with the same **declared usage**. The limit of insurance applicable to any **newly acquired vessel** for Hull Coverage will be the lesser of its **actual cash value** or your purchase price, but not more than 150% of the highest value shown on the Declarations Page or Schedule Page for one vessel.

14. **Occurrence** means a single event or an accident or series of accidents caused by a single event.
15. **Property damage** means damage to tangible property.
16. **Seaworthy** means fit for the **insured vessel's** intended purpose. Seaworthy means the **insured vessel** and its equipment is well maintained and in good repair so that it cannot be damaged by ordinary weather or water conditions or the rigors of normal use. Seaworthy applies not only to the physical condition of the **insured vessel**, but to all its parts, equipment and gear, it also includes assignment of a suitable captain or crew.
17. **Windstorm** means tropical depressions, tropical storms or hurricanes as designated by the National Weather Service and/or National Hurricane Center.

## WARRANTIES & CONDITIONS

1. Seaworthiness Warranties  
You warrant to us the following:
- It is warranted that the **insured vessel** is **seaworthy** at the inception of this insuring agreement. Violation of this warranty voids this insuring agreement from its inception.
  - It is warranted that the **insured vessel** shall be maintained in a **seaworthy** condition during the entire policy period. Violation of this warranty to maintain the **insured vessel** in a **seaworthy** condition will render coverage void for any damage or loss claimed under this policy where such condition or conditions of unseaworthiness directly or indirectly caused or contributed to any damage or loss for which you make a claim.
2. Conditions  
If you violate any of the following conditions, coverage will be suspended until you are no longer in violation:
- The **insured vessel** is to be used only for the **declared usage**.
  - You possess all required federal, state and local permits and licenses for the **declared usage**.
  - The maximum number of passengers aboard the **insured vessel** shall not exceed the lesser of:
    - The limit for passengers or weight by the manufacturer;
    - The limit for passengers or weight by the Coast Guard or other legal entity with controlling authority;  
or
    - The limit for passengers as shown on the Schedule Page.
  - While any captain or crew is under the influence of alcohol in excess of the legal amount defined by the laws of the state where this policy was delivered.
  - While any captain or crew has consumed or is under the influence of marijuana in any amount, any illegal drug in any amount, or any prescription drug (other than marijuana) in excess of the amount prescribed to the captain or crew by a licensed physician or where a warning exists which indicates that the substance could impair physical or cognitive ability.

- f. The **insured vessel** may not be transported overland outside of the Continental United States. While being towed overland on a trailer, the combined weight of the **insured vessel**, trailer and any equipment may not exceed the towing capacity as provided by the manufacturer of the towing vehicle. If the **insured vessel** is being transported by contract or common carrier, the contract or common carrier must be licensed and must provide a certificate of insurance covering the **insured vessel**. This policy is then excess to the coverage provided by the licensed contract or common carrier.
- g. If 'Lay-Up' is shown on the Declarations Page or Schedule Page, during the lay-up period shown:
  - i. If the Declarations Page or Schedule Page indicates that lay-up is afloat, then the **insured vessel** must be in a safe berth for storage and the **insured vessel** may not be operated except as required to change berths within the immediate berthing location. However, if you are required to move the **insured vessel** for the purpose of safety, repairs, and alterations or for betterments and improvements, coverage will not be suspended.
  - ii. If the Declarations Page or Schedule Page indicates that lay-up is ashore, then the **insured vessel** may not be afloat.
  - iii. If the Declarations Page or Schedule Page indicates that lay-up is on a lift, then the **insured vessel** is warranted to be winterized and out of commission on a lift or ashore.

3. Policy Period/Territory

This policy applies only to loss which occurs during the policy period as shown on the Declarations Page or Schedule Page, and:

- a. on land within the United States of America and Canada; or
- b. on land or water within the 'Navigation Limits' shown on the Declarations Page or Schedule Page.

4. Misrepresentation or Fraud

All insurance provided by this policy shall be null and void if you, at any time, including renewal(s), either intentionally conceal or misrepresent any fact, regardless of materiality, or if you misrepresent or conceal any material fact regardless of intent. Any and all changes in any fact(s) or circumstance(s) material to our acceptance of this risk arising during the term of this policy and/or any renewal(s) must be disclosed to us as soon as possible, and any failure to make such disclosure during the term of the policy shall also render this policy null and void. No action or inaction by us shall be deemed a waiver of this provision.

5. Notice of Cancellation

You may cancel this policy by returning it to us or our authorized agent, or by advising us or our authorized agent in writing, stating the future date you want the policy to be cancelled.

We may cancel this policy by delivering or mailing notice of cancellation to the **first named insured** at the last address shown in our records at least:

- a. ten (10) days before the cancellation takes effect if:
  - i. the cancellation is for nonpayment of premium; or
  - ii. this policy has been in effect for less than sixty (60) days and is not a renewal policy.
- b. thirty (30) days before the cancellation takes effect in all other cases.

After this policy has been in effect for sixty (60) days, or if this is a renewal policy, we will cancel only:

- a. for nonpayment of premium due;
- b. for misrepresentation or fraud;
- c. for substantial breach of your duties under this policy;
- d. if the risk changed substantially since the policy was issued; or
- e. for failure to comply with our underwriting requirements within sixty (60) days of the term effective date.

Proof of mailing of this notice to the **first named insured** will be sufficient proof that notice of cancellation was given. The date of the cancellation stated in the notice will become the end of the policy period.

This policy will terminate without any written notice when we pay for a total loss or a **constructive total loss**.

6. Conformity to Statute

This policy is subject to established principles and precedents of federal admiralty law of the United States of America, but where no substantive principle or precedent is applicable state law will apply. Any provision of this policy that conflicts with applicable law or regulation is hereby amended to conform to the minimum requirements of the law or regulation.

7. Policy Changes

No change or waiver may be effected in this policy except by endorsement issued by us. If a premium adjustment is necessary, we will make the adjustment as of the effective date of the change.

When we broaden coverage during the policy period, without charge, the policy will automatically provide the broadened coverage.

8. Legal Action Against Us

- a. No suit or action may be brought against us unless there has been full compliance with all terms of this policy.
- b. With respect to coverage provided under **PHYSICAL DAMAGE**, no suit or action may be brought against us unless the action is brought within 12 months after the date you first have knowledge of the loss.
- c. With respect to all other coverage under this policy, no suit or action may be brought against us until the amount of a claim against you has been determined or agreed upon.
- d. Nothing in this policy gives any person or organization the right to join us as defendants in a suit brought against you.

9. No Benefits to Others

No person or organization which has custody of the **insured vessel**, and is not an **insured**, will benefit from this insurance.

10. Transfer of Interest

All coverage will cease without further notice to you or to your representative(s) in the event of any sale, transfer, mortgage, pledge, change in legal interest or ownership over the:

- a. **insured vessel**;
- b. policy; or
- c. the legal entity or organization named as the 'Insured' in the policy.

If the **insured** is an individual, in the event of your death, this policy will remain in effect until the end of the policy period for:

- a. persons covered under this policy at the time of your death;
- b. your legal representative while acting within the scope of duties of a legal representative; or
- c. any person having proper custody of the **insured vessel** until a legal representative is appointed.

11. Right of Recovery

You may have the right to recover from another party who is responsible for your loss. If we pay your loss under this policy, this right of recovery will belong to us up to the amount that we have paid you. If you, or anyone acting on your behalf, take any action that impairs our right to recover, we may consider this policy void and without effect as to such loss. However, signing written contracts for storage or slip rental that include a waiver of subrogation provision will not void this policy.

12. Claim or Suit Against You

You must immediately notify us and send us every demand notice, summons or other legal papers received by you or your representative, if a claim is made or a suit is brought against you for liability that is covered under this policy. We will pay the ensuing cost of the suit and have the sole right to control the defense of the suit. We also have the option of naming attorneys to represent you in the suit.

13. General Duties Following a Loss

In the event of any loss which may be covered by this Policy, you or any 'Loss Payee' making a claim must:

- a. Give us immediate notice of any accident, loss, damage, or expense that may be covered under this policy. The notice should state with respect to the incident:

- i. where, when and how it occurred;
  - ii. the property concerned;
  - iii. the extent of injuries or damages involved; and
  - iv. names and addresses of injured or damaged parties and all witnesses.
- b. Not assume any obligation, admit any liability or incur any expense for which we may be liable without our written permission.
  - c. Immediately notify the authorities of any theft, vandalism or malicious damage to your insured property, if any injury is involved, or if required by law.
  - d. As often as we may reasonably require:
    - i. permit us to inspect all damages before repairs are made;
    - ii. submit and subscribe to examinations under oath by any person named by us. If more than one person is examined, we have the right to examine and receive statements separately from each person and not in the presence of the others;
    - iii. produce for examination and permit extracts and copies of all books of account, bills, invoices, other vouchers and any other tangible items related to the claimed loss, or certified copies thereof if the originals are lost, at such reasonable time and place as may be designated by us or our representative.

Any person presenting a claim for **bodily injury** must:

- a. submit to our requests for physical examinations by physicians of our choice. We will pay for the costs of the examinations;
- b. permit us to obtain pertinent copies of medical reports and records for any medical condition which is or is not related to the **bodily injury** for which a claim is made;
- c. provide us with a written release to obtain copies of medical reports and records for any medical condition which is or is not related to the **bodily injury** for which a claim is made.

If you do not comply with these general duties, then no coverage for the loss will be provided.

#### 14. Other Insurance

This policy is excess over any other valid and collectible insurance.

#### 15. Nonrenewal

If we decide not to renew your policy, we or our authorized representative will mail to the **first named insured**, at the address shown on the Declarations Page, written notice of nonrenewal. The written notice will be mailed to the **first named insured** at least thirty (30) days before the end of the policy term. A copy of the notice will also be sent to any 'Loss Payee' as shown on the Declarations Page or Schedule Page. If we decide not to renew your policy, our mailing of notice to the address of the **first named insured** shown on the Declarations Page will constitute proof of notice as of the date we mail it.

### GENERAL EXCLUSIONS

No coverage is provided under this policy for loss or damage, liabilities incurred by any person, injury or damages or expenses of any type for loss caused by, resulting from or arising out of:

- 1. Extended Radioactive Contamination
  - a. ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
  - b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
  - c. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
  - d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purpose.

However, if while the **insured vessel** is within the policy territory, a fire arises directly or indirectly from one or more of the above causes in items a., b., and d., then any loss or damage arising directly from that fire will, subject to the provisions of this policy, be covered. No coverage is provided for any loss or damage, liabilities incurred by any person, injury or damages or expenses of any type for loss caused by, resulting from or arising out of nuclear reaction, nuclear radiation, or radioactive contamination arising directly or indirectly from that fire.

2. War or any warlike operation. This includes declared and undeclared wars, civil wars, revolutions or any civil unrest.
3. The lawful or unlawful capture, seizure, requisition or detainment of your **insured vessel** by a civil authority or any attempt at any of these.
4. An actual or threatened act involving a chemical, biological, bio-chemical or electromagnetic weapon, device, agent or material when used in an intentionally hostile manner.
5. Preparation for or participation in any race, speed, or stunting contest.
6. Willful or intentional misconduct or criminal act on the part of any **insured** or during any illegal activity on the part of any **insured**.
7. No coverage is provided under this policy for loss or damage, liabilities incurred by any person, injury or damages or expenses of any type for loss caused by, resulting from or arising out of sexual molestation, corporal punishment, physical or mental abuse or the transmission of a communicable disease.

### **PHYSICAL DAMAGE**

1. Coverage
  - a. Hull Coverage
    - i. Coverage  
We will cover sudden accidental direct physical loss or damage to the **insured vessel**. We will provide coverage for **insured vessel's** equipment removed from it and temporarily stored separately ashore during the term of this policy.
    - ii. Under Hull Coverage, we do not cover:
      - 1) dock boxes, moorings, cradles, lifts or shore stations;
      - 2) items which are covered elsewhere under this policy; or
      - 3) fuel.
  2. Loss Conditions
    - a. Deductibles
      - i. We will not pay for loss, damage or expense for any one **occurrence** until the amount of the loss, damage or expense exceeds the applicable deductible shown on the Declarations Page or Schedule Page.
      - ii. If a Windstorm Deductible is shown on the Declarations Page or Schedule Page, then the Windstorm Deductible will apply to all partial, total or **constructive total losses** caused by or resulting from any **windstorm**.
      - iii. In the event of a total loss or **constructive total loss**, when the Hull coverage is Agreed Value, the 'Hull' deductible shown on the Declarations Page or Schedule Page will be waived, unless caused by **windstorm**.
    - b. Salvage and Abandonment  
If we make payment under this policy for loss or damage and there is salvage value, we reserve the right to take possession of the remains if we elect. At our request, you will transfer the title of the property to us or to a salvage buyer appointed by us. Any recovery or salvage on a loss will accrue entirely to our benefit until the sum paid by us has been made up.

We are not obligated to accept any property you abandon, nor are we obligated to pay any storage fees incurred because you abandoned any property to any other person or organization.

c. Payment of Loss

We will pay losses within 30 days after the earliest of the following:

- i. we reach agreement with you;
- ii. final judgment is rendered in a court of law;
- iii. an appraisal award is filed with us; or
- iv. a proof of loss is accepted by us.

Payment will be made to the **first named insured**. If a 'Loss Payee' is also named on the Declarations Page, any loss will be paid to the **first named insured** and the 'Loss Payee' as interests appear.

d. Appraisal

If you dispute our evaluation of the amount of the loss, then you must submit a written request for appraisal within one year of the date of loss. You and we will then each appoint and pay for a competent and disinterested appraiser. If the two appraisers cannot agree on the amount of the loss, the appraisers or a judge of the local court of record will select an umpire who will decide any differences. The expense of the umpire and all other expenses of the appraisal will be shared equally by you and us. An award in writing by any two such persons will determine the amount of your loss. You and we will be bound by that amount.

Appraisal is not available where there is a dispute as to the existence of coverage. Nothing herein will prejudice or in any way impact our right to contest coverage and to bring suit in a court of competent jurisdiction.

e. Protect and Recover

In the event of a covered loss to the **insured vessel**, you must protect the **insured vessel** from further loss and make every effort to recover it. We will pay the reasonable costs you incur under this condition in addition to any other payments we make for loss or damage under Hull coverage, but not to exceed the applicable **insured vessel** limit for 'Hull' on the Schedule Page. We will not cover any loss incurred due to your failure to protect the **insured vessel**.

## WATERCRAFT LIABILITY

### Coverage

We will cover damages for **bodily injury** or **property damage** for which an **insured** becomes legally liable through ownership, maintenance, or use of the **insured vessel** arising from the **declared usage**.

A yacht club, marina or other similar facility is an additional insured for **property damage** and **bodily injury**, for liability arising from the ownership, use and operation of the **insured vessel**, by an **insured**. A yacht club, marina or other similar facility will not be provided a separate defense.

We will also cover the reasonable expenses incurred to raise, remove or dispose of the wreck of the **insured vessel**, if you are legally obligated to do so. This is not additional insurance, but is included in the limit of 'Watercraft Liability' coverage.

Wreck means the **insured vessel** has been damaged to such an extent as to render the **insured vessel** not navigable and we determine the **insured vessel** to be a total or **constructive total loss**.

### What We Pay

We will pay no more than the limit for 'Watercraft Liability' shown on the Declarations Page for all damages or losses resulting from any **occurrence**. This is the most we will pay, regardless of the number of persons covered under this section, claims made, watercraft or premiums shown on the Declarations Page or Schedule Page, or the number of watercraft involved.



## Supplemental Payments

In addition to the limit of liability shown on the Declarations Page for 'Watercraft Liability', we shall pay on behalf of an **insured**:

- 1) premium on appeal bonds and other bonds required in any suit we defend, but not for bonds in amounts which exceed the limit of liability for 'Watercraft Liability' shown on the Declarations Page;
- 2) any post judgment interest which is earned before we make payment, but only to the extent of the proportion of the damages payable under this policy; and
- 3) loss of earnings of up to \$50.00 a day for any **insured's** attendance at court proceedings at our request.

## Exclusions

We will not pay for:

- 1) any fine or civil or criminal penalty assessed by any civil or governmental authority;
- 2) liability assumed under any contract or agreement;
- 3) **bodily injury** or **property damage** sustained by any **insured**;
- 4) **property damage** to property or cargo owned by, rented to, used by or in the care of any **insured**;
- 5) **bodily injury** or **property damage** caused by or resulting from snorkeling, swimming, scuba diving, skin diving, helmet diving or any similar activity, including **bodily injury** which occurs while disembarking, or boarding the **insured vessel** for snorkeling, swimming, scuba diving, skin diving or helmet diving, and any aggravation of any prior injury;
- 6) **bodily injury** or **property damage** occurring while the **insured vessel** is being used for water-skiing, aquaplaning, or any similar activity in which a person(s) or object(s) are towed, and until such operations have ended and the person(s) or object(s) engaged in such activity have been safely taken aboard the **insured vessel** or landed safely elsewhere;
- 7) **bodily injury** or **property damage** sustained during any parasail activities;
- 8) **bodily injury** or **property damage** for which any **insured** may be held liable by reason of:
  - a) causing or contributing to the intoxication of any person;
  - b) furnishing alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
  - c) violating any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages;
- 9) **bodily injury** or **property damage** while the **insured vessel** is being transported on land;
- 10) **bodily injury** or **property damage** resulting from salvage or towing operations except in emergency situations or as required by statute or regulation;
- 11) any liability covered or excluded under the **OIL POLLUTION LIABILITY** section of this policy;
- 12) **bodily injury** or **property damage** resulting from intentional or accidental discharge of a firearm, harpoon gun, speargun, bow and arrow, or any similar devices that shoot a projectile.
- 13) **bodily injury** or **property damage** resulting from the intentional or accidental discharge of an explosive material or explosive device (including any type of fireworks) that could be controlled by any **insured**.
- 14) **bodily injury** or any other payment or obligation to any person eligible to receive any benefits required to be provided by you. This includes, but is not limited to, any employment, unemployment, disability, worker's compensation, non-occupational disability, occupational disease law, Federal Longshoremen's and Harbor Worker's Compensation Act, or any state or federal workers' or workmen's compensation law or occupational disease law or migrant or seasonal workers law;
- 15) any obligation for which any **insured** or the **insured vessel** may be liable to paid captain or paid crew as defined under the Jones Act or General Maritime Law, including seaman's remedies for negligence, unseaworthiness, or maintenance and cure;
- 16) punitive or exemplary damages or associated interest; or
- 17) **property damage** caused directly or indirectly by any maintenance, repair or servicing to the **insured vessel** by any yacht club, marina or other similar facility that is an additional insured.

## Defense

We have the right and duty to defend any suit to which this insurance applies. However, we may investigate and settle any claim or suit at our discretion. Our duty to defend any claim or suit ends when the amount we pay, or tender to the Court of Jurisdiction for any pending litigation on your behalf, for damages resulting from the **occurrence** equals the limit for 'Watercraft Liability' shown on the Declarations Page.

If a suit is brought against you for claims falling within the coverage provided under the policy, seeking both compensatory and punitive or exemplary damages, we will afford a defense to such action; however, we will not have any obligation to pay for any costs, interest, or damages attributable to punitive or exemplary damages.

## OIL POLLUTION LIABILITY

### Coverage

We will cover:

- 1) the sums which you are legally liable to pay as a result of **property damage** or **bodily injury** arising out of an **oil pollution incident**;
- 2) the reasonable costs directly associated with the actual clean-up of an **oil pollution incident**;
- 3) the reasonable costs or expenses legally imposed upon you by those government authorities assisting or monitoring an **oil pollution incident**;
- 4) administrative charges and civil expenses levied against you by a judiciary body as a result of an **oil pollution incident**;
- 5) the reasonable costs and expenses to defend you against legal action from an **oil pollution incident**.

**Oil pollution incident** means the sudden, accidental and unexpected emission, discharge, release, leakage, escape or spillage of a **contaminant** from an **insured vessel** in an accident that is specific in place and time within the policy period.

### What We Pay

We will pay no more than the limit for 'Oil Pollution Liability' shown on the Declarations Page for all damages or expenses resulting from any **occurrence**. This is the most we will pay, regardless of the number of persons covered under this section, claims made, watercraft or premiums shown on the Declarations Page or Schedule Page, or the number of watercraft involved.

### Exclusions

We will not pay for:

- 1) liability assumed under any contract or agreement;
- 2) any fine or penalty assessed by any governmental unit;
- 3) an **oil pollution incident**, if any **insured** knows, or has reason to know, of the incident and fails to report it as required by law(s);
- 4) **property damage** sustained by an **insured**;
- 5) liability for natural resource damage unless legal action commences within one (1) year of the incident;
- 6) an **oil pollution incident** unless you provide all reasonable cooperation and assistance with containment and clean-up operations as is required by law or by someone acting under their legal authority; or
- 7) punitive or exemplary damages or associated interest.

### Defense


We have the right and duty to defend any suit to which this insurance applies. However, we may investigate and settle any claim or suit at our discretion. Our duty to defend any claims or suit ends when the amount we pay, or tender to the Court of Jurisdiction for any pending litigation on your behalf, for damages resulting from the **occurrence** equals the limit for 'Oil Pollution Liability' shown on the Declarations Page.

If a suit is brought against you for claims falling within the coverage provided under the policy, seeking both compensatory and punitive or exemplary damages, we will afford a defense to such action; however, we will not have any obligation to pay for any costs, interest, or damages attributable to punitive or exemplary damages.

This Policy is signed at the Home Office of the company by its president and secretary.

### MARKEL AMERICAN INSURANCE COMPANY

Glen Allen, Virginia

  
Richard R. Grinnan, Secretary

  
Matthew Parker, President

**Administrative Office:** P.O. Box 906, Pewaukee, WI 53072-0906, 800-236-2862



## CHARTER – CAPTAINED USAGE ENDORSEMENT

In consideration of the premium charge shown on the Declarations Page, it is hereby agreed and understood that the Markel Tradesman policy is amended as follows:

**DEFINITIONS**, is amended by adding the following:

**Charter - Captained** means that the **insured vessel** will be used to take passengers for hire on pleasure trips or excursions. It also includes pleasure use by the **first named insured** or anyone using the **insured vessel** for pleasure use with permission from the **first named insured**.

**DEFINITIONS**, is amended by adding the following:

**Insured** means you or your employees, including captain or crew.

An **insured** does not include any person, organization or their agent or employee who operates a marina, shipyard, boat repair facility, yacht club, sales agency, yacht broker, boat service station, salvor, towing service or like service organization.

**WARRANTIES & CONDITIONS**, 2. Conditions, c., item iii. is deleted in its entirety and replaced by the following:

- iii. The limit for passengers as shown on the Schedule Page when the **insured vessel** is used for taking passengers for hire on pleasure trips or excursions.

### Physical Damage Exclusions

**PHYSICAL DAMAGE**, 1. Coverage, a. Hull Coverage is amended by adding the following item:

▪ Exclusions

We will not pay for loss, damage or expense caused by or resulting from:

- 1) wear and tear, gradual deterioration, inherent vice, insects, marine life, aquatic mammals, vermin, marring, electrolysis, corrosion, rust, dampness of atmosphere, weathering, osmosis, blistering, mold, mildew, wet or dry rot;
- 2) failure to maintain the **insured vessel** (including its machinery and equipment) in good condition so that the **insured vessel** cannot be damaged by ordinary weather or water conditions or the rigors of normal use. However we will pay for loss, damage or expense caused by ice or freezing, provided necessary winterization was performed and supporting documentation is provided;
- 3) diminution of value;
- 4) **windstorm** for any canvas. Canvas as used in this section means any protective cover made of canvas or manmade material designed as an enclosure or to provide protection. It includes any see through material commonly known as eisenglass or similar material attached thereto, and hardware such as zippers, buttons and snaps;
- 5) **manufacturer's defects** or **design defects**; or
- 6) **latent defect**. However, if the loss has not resulted from your negligence, resulting direct physical loss or damage to an **insured vessel** caused by a **latent defect** is covered.

# CHARTER – CAPTAINED USAGE ENDORSEMENT

## Windstorm Extra Expense

**PHYSICAL DAMAGE**, 1. Coverage is amended by adding the following item:

▪ Windstorm Extra Expense

i. Coverage

If a premium is shown on the Declarations Page for 'Hull' and if a **windstorm** watch or warning is issued for the area where your **insured vessel** is moored, we will share the costs that you incur to protect the **insured vessel** from loss or damage to:

- 1) hire a marina or boat yard to have the **insured vessel** professionally hauled out of the water at the time the watch or warning is issued for your mooring area and to have the **insured vessel** launched after the watch or warning has ended; or
- 2) hire a qualified individual to navigate the **insured vessel** to a safe harbor as a result of the watch or warning; or
- 3) hire a marina or boat yard to remove and safely stow the covers or other equipment that is normally stored on the deck of the **insured vessel**.

We will also share the reasonable costs described above that you incur within the twenty-four (24) hour period prior to the issuance of a watch or warning, provided that a watch or warning is subsequently issued for the area where your **insured vessel** is moored.

ii. Exclusions

We will not pay:

- 1) when a Windstorm Exclusion Endorsement applies to the **insured vessel**;
- 2) for time or expenses of an **insured**; or
- 3) expense for the acquisition of lines, anchors and additional equipment to secure the **insured vessel**.

iii. What We Pay

We will pay 50% of your actual incurred expenses, subject to a maximum of \$500 per **insured vessel** on the Schedule Page for any one **windstorm**. The maximum we will pay per **insured vessel** for all **occurrences** during the policy term is \$1,000 regardless of the number of claims made. No deductible will be applied against this coverage.

## Automatic Tender Coverage

**DEFINITIONS**, **insured vessel** is amended by adding the following:

An **insured vessel** includes coverage for a **tender**.

**DEFINITIONS** is amended by adding the following:

**Tender** means an auxiliary watercraft, whose main purpose is to service the **insured vessel** for purposes of delivering supplies or passengers to and from shore. The **tender** must be able to be stored aboard the **insured vessel** while the **insured vessel** is underway.

A **tender** does not include:

- a. any personal watercraft;
- b. any boat greater than 16'; or
- c. any boat when the engine is greater than 50 horsepower.

## CHARTER – CAPTAINED USAGE ENDORSEMENT

**PHYSICAL DAMAGE**, 1. Coverage is amended by adding the following item:

- Automatic Tender Coverage
  - i. What We Pay  
We will pay the **actual cash value** of the **tender**. The most we will pay for loss or damage to a **tender** will be 5% of the highest valued **insured vessel**, subject to a maximum of \$25,000.
  - ii. Exclusions  
We will not pay for loss, damage or expense to a **tender** caused by or resulting from **windstorm**.

**PHYSICAL DAMAGE**, 2. Loss Conditions, a. Deductibles is amended by adding the following item:

- The deductible for a **tender** is \$500.

### **Marine Electronics Deductible**

**PHYSICAL DAMAGE**, 2. Loss Conditions, a. Deductibles is amended by adding the following item:

- The deductible applicable to marine electronics for all causes of loss except theft, without evidence of forced removal or forced entry, and **windstorm** is the lesser of:
  - 1) the 'Hull' 'Deductible' shown on the Declarations Page or Schedule Page for the **insured vessel**; or
  - 2) \$500.If the above conditions are not applicable the 'Hull' 'Deductible' shown on the Declarations Page or Schedule Page for the **insured vessel** applies. Marine Electronics as used in this item, means electronic devices designed specifically for marine navigation, including fish finders, or marine communication.

All other terms, conditions, and limitations of the policy remain unchanged.



## UNINSURED AND UNDERINSURED WATERCRAFT COVERAGE ENDORSEMENT

In consideration of the premium charge shown on the Declarations Page for 'Uninsured Watercraft', it is hereby agreed and understood that the Markel Tradesman policy is amended as follows:

### Coverage

We will pay all sums an **insured** is legally entitled to recover as damages from the owner or operator of an **uninsured watercraft** or **underinsured watercraft**. The damages must result from **bodily injury** caused by an **occurrence**, sustained by an **insured** while aboard the **insured vessel**. The owner's or operator's liability for these damages must result from the ownership, maintenance or use of the **uninsured watercraft** or **underinsured watercraft**.

The injured person must submit to an examination by a physician selected by us when and as often as we reasonably require.

**Uninsured watercraft** means a waterborne vehicle of any type:

- 1) To which no **bodily injury** bond or policy applies at the time of the **occurrence**.
- 2) Which is a watercraft whose operator or owner cannot be identified and which hits:
  - a) an **insured** while aboard the **insured vessel**; or
  - b) an **insured vessel**.

**Underinsured watercraft** means a waterborne vehicle of any type for which the sum of all liability bonds or policies at the time of the **occurrence** is less than the limit of this coverage.

An **uninsured watercraft** or **underinsured watercraft** does not include any watercraft:

- 1) owned, operated by or available for the regular use of any **insured**; or
- 2) owned by any governmental unit or agency.

### What We Pay

We will pay no more than the limit for 'Uninsured Watercraft' shown on the Declarations Page for all damages or losses resulting from any one **occurrence**. This is the most we will pay, regardless of the number of persons covered under this section, claims made, watercraft or premiums shown on the Declarations Page or Schedule Page, or the number of watercraft involved.

If an **underinsured watercraft** causes the **bodily injury**, we will pay only after all other liability bonds or policies have been exhausted by judgments or payments.

Any amount payable under this coverage will be reduced by all sums paid by or for anyone who is legally responsible, including all sums paid under any other coverage afforded by this policy. Any sums paid under this coverage will reduce any amount an **insured** is entitled to recover under any other coverage afforded by this policy.

Each person seeking payment under this coverage must:

- 1) provide us with written authorization to release copies to us of pertinent medical reports and records; and
- 2) submit a valid proof of loss within one year of the incurred medical or funeral expense.

<p style="text-align: center;"><b>UNINSURED AND UNDERINSURED WATERCRAFT COVERAGE ENDORSEMENT</b></p>
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Exclusions

We will not pay for:

- 1) any claim settled without our consent;
- 2) **bodily injury** to any person aboard the **insured vessel** without your permission;
- 3) the direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits law or any similar law;
- 4) damages where there is no evidence of physical contact between the **insured vessel** and either an unidentified or **uninsured watercraft**; or
- 5) **bodily injury** to any person arising out of the transportation of an **uninsured watercraft** or **underinsured watercraft** on land.

All other terms, conditions, and limitations of the policy remain unchanged.



# MARKEL AMERICAN INSURANCE COMPANY

## MEDICAL PAYMENTS COVERAGE ENDORSEMENT

In consideration of the premium charge shown on the Declarations Page for 'Medical Payments', it is hereby agreed and understood that the Markel Tradesman policy is amended as follows:

### Coverage

We will cover the reasonable charges for necessary medical, surgical, x-ray, dental, ambulance, hospital and professional nursing services and funeral service expenses incurred within one year from the date of an accident causing **bodily injury** to any person while in, upon, boarding or leaving an **insured vessel**.

The injured person must submit to an examination by a physician selected by us when and as often as we reasonably require.

### What We Pay

We will pay no more per **occurrence** than the limit for 'Medical Payments' shown on the Declarations Page regardless of the number of persons involved, claims made, watercraft or premiums shown on the Declarations Page or Schedule Page, or the number of watercraft involved.

Each person seeking payment under this coverage must:

- 1) provide us with written authorization to release copies to us of pertinent medical reports and records; and
- 2) submit a valid proof of loss within one year of the incurred expenses.

### Exclusions

Payments under this section will not be made to, or on behalf of, any person for **bodily injury**:

- 1) to a paid captain, paid crew, or any employee serving on the **insured vessel**;
- 2) hired to work for or on behalf of any **insured**;
- 3) due to an obligation to any person eligible to receive any benefits required to be provided by you. This includes, but is not limited to, any employment, unemployment, disability, worker's compensation, non-occupational disability, occupational disease law, Jones Act, Federal Longshoremen's and Harbor Worker's Compensation Act, or any state or federal workers' or workmen's compensation law or occupational disease law or migrant or seasonal workers law;
- 4) while trespassing;
- 5) for whom liability is assumed by you under contract or agreement;
- 6) while the **insured vessel** is being transported on land;
- 7) occurring during any parasail activities;
- 8) occurring while the **insured vessel** is being used for water-skiing, aquaplaning, or any similar activity in which a person(s) or object(s) are towed, and until such operations have ended and the person(s) or object(s) engaged in such activity have been safely taken aboard the **insured vessel** or landed safely elsewhere.

However, this exclusion will not apply:

- a) if 'Watersport Liability' is shown on the Declarations Page for the **insured vessel**; and
  - b) the **occurrence** is covered under the Watersport Liability endorsement.
- 9) for **bodily injury** occurring while snorkeling, swimming, scuba diving, skin diving, helmet diving or any similar activity, including **bodily injury** which occurs while disembarking, or boarding the **insured vessel** for snorkeling, swimming, scuba diving, skin diving or helmet diving.



**MEDICAL PAYMENTS COVERAGE ENDORSEMENT**

Admission of Liability

Any payment made under this section is not an admission of liability by you or us.

All other terms, conditions, and limitations of the policy remain unchanged.



## ADDITIONAL INSURED ENDORSEMENT

In consideration of the premium charge shown on the Declarations Page, it is hereby agreed and understood that the Markel Tradesman policy is amended as follows:

**WATERCRAFT LIABILITY** is amended by adding the following:

### Additional Definition

An **insured**, as used in the **WATERCRAFT LIABILITY** section, includes any 'Additional Insured' shown on the Declarations Page, but only with respect to liability arising from your negligence.

**WATERCRAFT LIABILITY**, Exclusions is amended by adding the following:

This policy excludes coverage to any 'Additional Insured' shown on the Declarations Page for **bodily injury** or **property damage** caused directly or indirectly by any maintenance, repair or servicing to the **insured vessel** by that 'Additional Insured'.

All other terms, conditions, and limitations of the policy remain unchanged.



## PORT RISK - ASHORE ENDORSEMENT

In consideration of the premium charge shown on the Declarations Page, it is hereby agreed and understood that the Markel Tradesman policy is amended as follows:

**Usage ID** Charter - Captained - 1

**Insured Vessel** 2018 50' THAIN

**Location** COURTNEY BARGE LANDING, NNA VALLEY ST, Stehekin/Chelan, WA, 98852

**WARRANTIES & CONDITIONS**, 2. Conditions, is amended by adding the following items:

- The **insured vessel** must not be afloat.
- The **insured vessel** may be transported overland only if the sole purpose of the transportation is for maintenance, servicing, repair, refurbishment or safety.
- There will be no live electrical feed of any form to the **insured vessel** while it is unattended.
- All battery cables will be disconnected while the **insured vessel** is unattended.
- Any contract workers will be bonded or insured for their negligent actions.

All other terms, conditions, and limitations of the policy remain unchanged.



# MARKEL AMERICAN INSURANCE COMPANY

## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

We are required to send you this notice pursuant to recently revised federal legislation concerning terrorism insurance. We are sending this notice to you because you are the named insured on this policy issued by Markel American Insurance Company.

Please be advised that coverage for certain acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: the term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers’ liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is: \$ 000.00, and does not include any charges for the portion of losses covered by the United States government under the Act.

Initially, we have opted not to include an additional charge for terrorism coverage on all in-force policies that were previously written without a terrorism exclusion. However, once we have a better understanding of the exposure and rating factors associated with terrorism coverage, we may determine what premium is appropriate for terrorism coverage and charge this premium on all new and renewal policies.

**WE ARE REQUIRED BY THE TERRORISM RISK INSURANCE EXTENSION ACT, AS AMENDED, TO NOTIFY YOU THAT, ANY LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM UNDER YOUR POLICY COVERAGE MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT, MAY BE SUBJECT TO A \$100 BILLION CAP THAT MAY REDUCE YOUR COVERAGE AND TO NOTIFY YOU OF THE AMOUNT OF YOUR PREMIUM THAT IS ATTRIBUTABLE TO SUCH COVERAGE. YOU DO NOT NEED TO TAKE ANY ACTION.**



# MARKEL AMERICAN INSURANCE COMPANY

## GENERAL AMENDATORY ENDORSEMENT

In consideration of the premium charge shown on the Declarations Page, it is hereby agreed and understood that the Markel Tradesman policy is amended as follows:

**WATERCRAFT LIABILITY**, Exclusions, item 4) is deleted in its entirety and replaced by the following:

- 4) **property damage** to property or cargo owned by, rented to, used by or in the care of any **insured**. However, this exclusion will not apply to **property damage** to docks that are rented or leased to the **insured**;

All other terms, conditions, and limitations of the policy remain unchanged.



## **MARKEL AMERICAN INSURANCE COMPANY**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **TRADE OR ECONOMIC SANCTIONS**

The following is added to this policy:

#### **Trade Or Economic Sanctions**

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.



**MARKEL AMERICAN INSURANCE COMPANY**  
**MARKEL INSURANCE COMPANY**

**POLICYHOLDER DISCLOSURE OF FEES**

Please be advised that policyholders will be subject to the following fees, where applicable.

**Installment Fees**

An Installment Fee will be included on any payment when the policy is paid using an installment plan. The Installment Fee is \$2.00 per payment when the policyholder is enrolled in an automatic payment plan. The Installment Fee is \$6.00 per payment when the policyholder is not enrolled in an automatic payment plan.

**Reinstatement Fee**

A Reinstatement Fee of \$20.00 will apply on any reinstated policy which had previously canceled or lapsed due to non-payment of premium.