

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

JANET GRAY and PAUL GRAY,
Individually and as assignees of
McCORMICK INTERNATIONAL, INC.
d/b/a McCORMICK WATER-SKI SCHOOL;
JAMES E. McCORMICK; and TATIANA NIEBUHR,

CASE NO. 8:11-CV-00497-JSM-TGW

Plaintiffs,

v.

ACE AMERICAN INSURANCE COMPANY,

Defendant.

NOTICE OF FILING AMENDED EXHIBIT "A" TO COMPLAINT

COME NOW the Plaintiffs, by and through their undersigned counsel, and hereby file an Amended Exhibit "A" to the Complaint, stating as follows:

1. As a result of the undersigned counsel's error in reproducing the insurance policy at issue in this litigation, the declarations page was not included in Exhibit "A" to the Complaint.
2. The Amended Exhibit filed herewith contains the missing declarations page.
3. The Complaint will be served upon the Defendant with the proper amended exhibit, rather than the erroneous and incomplete exhibit.

CERTIFICATE OF SERVICE

The amended exhibit filed herewith shall be served with the Complaint through the Department of Financial Services, when obtaining service of process on the defendant.

/s/ Lee W. Marcus

LEE W. MARCUS, ESQ.
Florida Bar No. 967076
MARCUS & MYERS, P.A.
1515 Park Center Drive, Suite 2G
Orlando, FL 32835
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Counsel for the Plaintiffs

EXHIBIT "A"

SKI-SAFE BOAT POLICY

Named Insured & Mailing Address:
 James E McCormick
 6120 Muck Pond Road
 Seffner, FL 33584

Policy Term:
 Effective: **Oct 23, 2003 to Oct 23, 2004**
 (12:01 A.M. standard time at
 address of named insured)
 Policy # **SS0679606**

Administrator: Tel: 800-225-6560
 Sullivan & Strauss Agency, Inc.
 One Hollow Lane
 Lake Success, NY 11042
 Producer Code: 331813

Company Providing this Insurance: ACE American Insurance Company.

We will provide the insurance described in this policy in return for the premium and compliance with all applicable policy provisions. Coverage is provided where an Amount of Insurance is shown for the coverage of this policy of which this Declarations Page is a part.

PART	COVERAGE	AMOUNT OF INSURANCE
D. P R D O A P M E A R G T E Y	2003 Mastercraft Pro Star 197	\$ 37,000
	Hull ID: MBC2CHC68303 Outboard Motor (if any) Included	
	EQUIPMENT: Personal Effects	\$ 500
	Scheduled Equipment	\$ None
	Waterskiing Equipment	\$ 1,000
	TRAILER	\$ 3,000
	DEDUCTIBLE APPLICABLE TO PART D	\$ 500
E.	WATERCRAFT LIABILITY	\$ 500,000
F.	MEDICAL PAYMENTS	\$ 1,000
	UNINSURED BOATERS LIABILITY	\$ 10,000
FULL TERM PREMIUM:		*** \$ 606 ***

Attachments/Endorsements:

Ski-Safe Endorsement MA-39205

Excludes coverage for navigation in salt water.

This policy is issued with a 12 month navigation period.

SSDEC-1 Reprinted as of: November 11, 2008 **Premium is Fully Earned (No refunds on cancellations)**

CERTIFICATE OF SKI-SAFE BOAT INSURANCE 10-23-2003

This is evidence that insurance as identified below has been issued, is in force, and conveys all the rights and privileges afforded under the policy.

Producer: Sullivan & Strauss Agency, Inc. One Hollow Lane Lake Success, NY 11042 Tel: 800 225 6560 Fax: 516 365 3615	Insurance Company: Ace American Insurance Company
Insured: James E McCormick 6120 Muck Pond Road Seffner, FL 33584	Policy Number: SS0679606 Effective Date: 10-23-2003 Expiration Date: 10-23-2004

BOAT INFORMATION/DESCRIPTION
2003 Mastercraft Pro Star 197

Hull ID: MBC2CHC6A303

Liability: \$500,000

REMARKS:

The Certificateholder shall be an Additional Insured, but only with respect to the operations of the Named Insured's watercraft.

CANCELLATION:

The policy is subject to the premiums, forms, and rules in effect for each policy period. Should the policy be terminated, the company will give the additional interest identified below 10 days written notice and will send notification of any changes to the policy that would affect that interest, in accordance with the policy provisions or as required by law.

ADDITIONAL INSURED

USA Water Ski and its Member Clubs
1251 Holy Cow Road
Polk City, FL 33868-8200

**Ski-Safe™
Endorsement**

ACE USA



In consideration of the premium charged, it is agreed that the following conditions and coverages are added to this policy:

LAY UP WARRANTY: Warranted that the boat shall be layed up and out of commission on shore for the period stated on the Declarations page, unless 12 months Navigation is shown.

USE WARRANTY: It is understood and agreed that this policy excludes all claims for loss or damages or expense caused by or resulting from any accident while being used for parasailing or similar activity, including air chairs.

AWSA CLUB ACTIVITIES: It is understood and agreed that coverage is extended to include use of the insured boat during club activities including AWSA sanctioned events, and Covered Practice Sessions as defined by the AWSA. Such use will not be construed as commercial use, even though some remuneration or reimbursement may occur.

"YOUR INSURED PROPERTY" as shown on the Declarations Page may include a boat supplied to you and in your care, custody and control, by it's manufacturer for promotional purposes.

It is understood and agreed that Part A. **GENERAL PROVISIONS, 8. OPERATING OTHER BOATS:** Item e. is deleted and replaced by the following:

- e. the boat is not an AWSA approved towboat and is a powerboat with more than 50 horsepower.

REPLACEMENT COST COVERAGE FOR OUTDRIVE UNITS AND OUTBOARD MOTORS:

Item 5 of Part D., **PROPERTY DAMAGE COVERAGE,** is amended to read:

5. **REPLACEMENT:** In the event of loss or damage to your insured batteries, sails, outboard motors over 10 years old, outdrive units more than 10 years old, plastic and canvas coverings including all-weather bridge and cockpit enclosures and dodgers or components of any of the preceding items which requires replacement or repair, we will pay the lesser of:

- The actual amount necessary to repair the damage, or
- The replacement cost of the property damaged minus depreciation at the time of loss or damage.

PERSONAL PROPERTY COVERAGE: We will cover your personal property and that of your guests while they are on board your boat(s) shown on the Declarations Page. "Personal Property" means personal effects such as sports equipment, clothing and other personal effects, however it does not include:

- | | |
|----------------------------------|-------------|
| money; | jewelry; |
| travelers checks; | securities; |
| valuable papers or documents; | fine arts; |
| computers or computer equipment; | watches; |
| furs; | |

Coverage for losses to personal property is provided up to a maximum limit of \$500 on an excess basis over and above any other valid and collectible insurance which applies to the property subject to the loss.

This coverage applies only to such property while your covered boat is afloat and the property is actually on board the boat or while it is being carried on or off your boat.

If the personal property is stolen or mysteriously disappears from your boat when no one is aboard, the personal property must have been stolen or disappeared from a locked compartment or cabin which shows visible signs of forced entry.

Any losses under this Personal Property Coverage are subject to a deductible of \$100 per occurrence.

WATERSKIING EQUIPMENT COVERAGE: We will cover your waterskiing equipment and that of your guests while they are on board your boat(s) shown on the Declarations Page. This includes such items as skis, tow ropes, wet suits, pylons, and related equipment. It does NOT include items such as parasails, air chairs or similar devices and equipment used in conjunction with them.

Coverage for losses to personal property is provided up to a maximum limit of \$1,000 on an excess basis over and above any other valid and collectible insurance which applies to the property subject to the loss.

This coverage applies only to such property while your covered boat is afloat or while being transported by you to and from its storage location and the waters where you intend to waterski, and the property is actually on board the boat or while it is being carried on or off your boat.

If the waterskiing equipment is stolen or mysteriously disappears from your boat when no one is aboard, the personal property must have been stolen or disappeared from a locked compartment or cabin which shows visible signs of forced entry.

Any losses under this Waterskiing Equipment Coverage are subject to a deductible of \$100 per occurrence.

UNINSURED BOATER COVERAGE:

1. **PERILS INSURED AGAINST:** We will pay for the damages which, because of bodily injury received aboard your boat, you are legally entitled to recover from the uninsured owner or operator of another "Uninsured boater" and "uninsured owner or operator" mean an owner or operator of a boat or yacht other than the boat named in this policy who is legally responsible for the accident, and:

- a. to whom no liability policy applies; or
- b. who cannot be identified (such as a hit and run operator).

2. **EXCLUSIONS:** we do not provide Uninsured Boater coverage:

- a. for claims settled without our written consent;
- b. if the uninsured boat or yacht is owned by a governmental agency or unit;
- c. for boats or yachts owned by or furnished for the regular use of you, a member of your immediate family, or any person insured by this policy;
- d. for anyone using a boat or yacht without permission; or
- e. when the boat named in this policy is being chartered;
- f. where no evidence of physical contact exists between your boat and an unidentified boat or yacht or where no evidence of physical contact exists between your boat and an uninsured boat or yacht.

This coverage will not apply directly or indirectly to the benefit of any insured under any state or federal compensation law or act.

Payment made for this coverage to or for an insured person will reduce the amount that person is entitled to recover from the Liability and Medical Payments portions of this policy.

3. **AMOUNT OF INSURANCE:** A maximum limit of coverage for damages under this coverage is \$10,000, regardless of the number of insured persons, claims made, or boats or yachts involved in any one accident or series of accidents arising out of the same event.

Recreational Marine
Boatsman Policy

INAMAR®

Recreational Marine Insurance

one of the ACE Group of companies



ace usa

**THIS IS NOT A COMPLETE AND VALID POLICY WITHOUT AN
ACCOMPANYING DECLARATIONS PAGE.**

YOUR BOATSMAN POLICY QUICK REFERENCE

DECLARATIONS PAGE

Your Name and Address
Your Insured Property
Policy Period
Coverages
Amounts of Insurance
Deductible

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**ATTACH DECLARATIONS PAGE AND
ENDORSEMENTS HERE**

**THIS IS NOT A COMPLETE
AND VALID POLICY
WITHOUT
AN ACCOMPANYING
DECLARATIONS PAGE.**

PART A: GENERAL PROVISIONS

1. **AGREEMENT** : This is a legal contract between you and us. We will provide the insurance coverage described in this policy in return for the premium and compliance by all covered persons with all applicable provisions of this policy.
2. **DEFINITIONS** : Throughout this policy, "you" and "your" refer to the "named insured" shown in the Declarations Page; and "we", "us" and "our" refer to the company providing this insurance. In addition, certain words and phrases are defined as follows:
 - a. "Your insured property" is defined as:
 1. the boat(s) shown on the Declarations Page, including spars, sails, machinery and equipment permanently attached to the boat, and any equipment necessary for the operation or maintenance of the insured property, which is detached or detachable.
 2. the outboard motor(s) shown on the Declarations Page, including fuel containers, electric starting equipment or controls when supplied by the manufacturer as a part of the outboard motor.
 3. the boat trailer(s) used solely for the purpose of transporting the insured property.
 4. any boat, motor, equipment or boat trailer which you acquire ownership of during the policy period, provided you notify us within 15 days of the acquisition and pay any additional premium required, we will pay no more than its cost to you or \$30,000, whichever is less.
 - b. "Covered person" is defined as you; or any person or legal entity operating your boat(s) shown on the Declarations Page for private pleasure use with your direct and prior permission. It does not include:
 1. any paid captain or crew member;
 2. any person or legal entity operating or employed by or the agent of a marina, boat repair yard, yacht club, sales agency, boat service station, or other similar organization.
 - c. "Horsepower" is defined as that amount stated by the manufacturer as peak developed horsepower as measured at the flywheel.
 - d. "Latent defect" means a hidden flaw in the material existing at the time of the building of the boat or her machinery which is not discoverable by the assured by ordinary methods of testing.
3. **POLICY PERIOD** : This policy applies only to accidents or losses which occur during the policy period, as shown on the Declarations Page.
4. **NAVIGATIONAL LIMITS** : Coverage is provided while on land or on inland waters or in coastwise waters of the continental United States, Alaska, Hawaii and Canada.
5. **POLICY PREMIUM AND RENEWAL** : The premium shown on the Declarations Page is the initial premium for this policy. If we agree to renew or continue the policy, then at the time of each renewal or continuation or on the policy anniversary date, the premium for the renewal or continuation will be computed by us according to our premium rules, forms, and guidelines then in use.
6. **CHANGES IN POLICY** : This policy contains all of the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us. If a change requires a premium adjustment, we will adjust the premium as of the effective date of the policy change.
7. **BROADENING COVERAGE** : If, during the policy period, we make any revision to this policy which broadens the coverage without additional premium, the broadened coverage will apply as of the effective date of such revision.
8. **OPERATING OTHER BOATS** : We will provide coverage if you are operating another boat with the permission of its owner. This coverage will be subject to all the terms of this policy not inconsistent with this provision. If there is a covered property loss, we will pay the actual cash value at the time of loss, or the amount of insurance shown on Part D of the Declarations Page for the applicable property, whichever is less. If there is any other insurance against a loss covered by this provision, we will provide coverage only as excess over such other insurance. We do not provide any coverage while you operate other boats if:
 - a. the boat is owned wholly or in part by you;
 - b. the boat is rented or under charter to you or being used for purposes other than private pleasure use;
 - c. the boat is furnished for your regular use;
 - d. you are not shown on the Declarations Page as an individual person.
 - e. the boat is a powerboat with more than 50 horsepower;
 - f. the boat is over 26' in length.
9. **EXTENSION OF COVERAGE** : If the Navigational Limits shown in PART A-4 are breached due to matters beyond your control, the Policy will remain in effect, but only if you give us written notice of the breach within 10 days after the breach and pay for this extension of coverage. If the Navigation Limits are breached voluntarily there shall be no coverage without prior notice to us.
10. **CONFORMITY TO STATE LAW** : When a provision of this policy is in conflict with the applicable law of the state in which this policy is issued, the law of the state shall apply.
11. **CANCELLING THE POLICY** : 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 it to be cancelled. We may cancel this policy by delivering or mailing to you at your last address shown on our records, written notice stating when, not less than thirty (30) days after mailing, the policy will be cancelled. Delivery or mailing of this notice to you shall be sufficient proof that notice of cancellation was given. The date of the cancellation stated in the notice shall become the end of the policy period.
12. **RETURN PREMIUMS** : If this policy is cancelled, you may be entitled to a premium refund. If we cancel the policy, any return premium will be computed on a pro rata basis. If you cancel the policy, any return premium will be computed on a 90% of pro rata basis. No premiums will be returned to you if we have paid you for a total loss or constructive total loss of the boat insured under this policy. Any return premium will be paid to you as soon as possible after the cancellation.

PART B: GENERAL LIMITATIONS AND EXCLUSIONS

1. **PRIVATE PLEASURE USE ONLY** : We do not provide any coverage while your insured property is used for charter, hire, to carry persons or property for a fee, or for any other commercial use unless prior written consent has been obtained from us. We will provide coverage while you are attempting to aid other boats in distress, provided you do not charge a fee for your services.
2. **TRANSFER OF INTEREST** : All coverage provided by us will terminate upon the sale, assignment, transfer or pledge of the insured property or of this contract unless prior written consent has been obtained from us.
3. **CONCEALMENT, MISREPRESENTATION OR FRAUD** : All coverage provided by us will be voided from the beginning of the Policy Period if you intentionally conceal or misrepresent any material fact or circumstance relating to this contract of insurance, or the application for such insurance, whether before or after a loss.
4. **DISHONESTY OR ILLEGAL ACTS** : We do not pay for loss or damage caused by the dishonest or illegal act of any covered person, any person to whom your insured property is entrusted, or their employees or representatives regardless of whether or not such person is convicted of such act by a criminal court.

5. **INTENTIONAL ACTS** : There is no coverage under this policy where loss, damage, injury or loss of life is intentionally caused by any covered person.
6. **NO BENEFIT TO OTHERS** : No person or organization which has custody of your insured property and is to be paid for services will benefit from this insurance.
7. **WAR, CONFISCATION AND RADIOACTIVE CONTAMINATION** : We do not provide any coverage for loss or damage due to:
 - a. war, including undeclared war, civil war, insurrection, rebellion, revolution, war-like act by military force or military personnel, destruction or seizure for a military purpose, and including any consequence of these;
 - b. the lawful or unlawful capture, seizure, confiscation, requisition or detention of your boat by a civil or military authority, or an attempt at any of these;
 - c. radioactive contamination.

PART C: GENERAL PROVISIONS IN THE EVENT OF LOSS

1. **PROTECTION AGAINST LOSS** : If your boat or other property covered by this policy is damaged by a covered cause of loss, you must take all lawful, reasonable steps to protect it from further damage. We will reimburse you for reasonable expenses of protecting the property. Payments for protecting the property will be made in addition to any other payments we make for losses covered by this policy. But the most we will pay for protecting damaged property is the coverage limit which applies to that property.

If we take any steps to protect damaged property, this does not mean we are accepting an abandonment of the property. And if you take any steps to protect damaged property, this does not mean you are waiving any rights you have to abandon the property.
2. **NOTICE OF LOSS** : You must report in writing to us or our authorized agent as soon as possible any accident, loss, damage or expense which may be covered under this policy. This notice should state when, where and how the accident or event occurred and should include the names and addresses of any witnesses. You are also required to notify the police and file a police report as soon as you are aware that your insured property has been stolen or vandalized. If you do not provide the notice to us required by this section as soon as possible, any claim for such loss under this policy will be voided.
3. **PROOF OF LOSS** : You must file with us or our authorized agent within 90 days of the date of any loss, a detailed proof of loss signed and sworn to by you setting forth to the best of your knowledge the facts of the loss. You are also required to submit to an examination under oath. If you do not file the required proof of loss or if you do not submit to examination under oath, any claim for such loss under this policy will be voided.
4. **CLAIM OR SUIT AGAINST YOU** : If a claim is made or suit is brought against you for liability that is covered under this policy, you must immediately notify us and send us every demand, notice, summons or other legal papers received by you or your representative. We will pay the ensuing cost of the suit. We will also have the option of naming attorneys to represent you in the suit. If we do so, we have the sole right to control the defense of the suit.
5. **ASSISTANCE AND COOPERATION** : Any person making a claim must:
 - a. cooperate with us in the investigation, settlement, or defense of any claim or suit under this policy;
 - b. assist us in the enforcement of any right of contribution or indemnity against any person or organization which may be liable to any covered person;
 - c. allow us to inspect and appraise all damaged property, not stolen or otherwise unrecoverable, before it is repaired or disposed of;
 - d. sign a written authorization permitting us to obtain medical files and other pertinent records;
 - e. submit at our expense and as often as we reasonably require to physical examination by physicians we select, at the time and place we select;
6. **PAYMENT OF LOSS** : Unless a claim has been paid by others, we will pay for any loss covered under this policy within 30 days after the detailed sworn proof of loss and proof of your interest in the insured property are given to us. The amount which we will pay will be reduced by any amount which you may owe us.
7. **OUR RIGHT TO RECOVER** :
 - a. If we make a payment under this policy and the person to or for whom payment was made has a right to recover from another for the covered loss, we will be subrogated to that right. That person will do whatever is necessary to enable us to exercise our rights and will do nothing after the loss to prejudice them.
 - b. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person will hold the proceeds of the recovery in trust for us and will reimburse us to the extent of our payment.
8. **SALVAGE** : If we have made a payment under this policy for loss or damage and if there is salvage as a result of that loss or damage, we have the right to recover that salvage.
9. **SUIT AGAINST US** : No action may be brought against us unless there has been full compliance with all terms of this policy. In addition:
 - a. With respect to any claim for loss to insured property, any suit against us must be commenced within one year of the date of loss or damage.
 - b. With respect to any other claim for loss, no suit may be brought against us until the amount of the covered person's obligation to pay has been determined by final judgments after trial or by written agreement signed by you, us, and the claimant. Any such legal action against us must be commenced within one year of the date of judgement or written agreement.
 - c. No one shall have any right to join us as a party to any action against a covered person.
 - d. If any time limitations of this policy are prohibited or invalid under state law, then legal action against us must be commenced within the shortest limitation of time permitted by such law.
10. **OTHER INSURANCE** : If any covered person has any other insurance against a property damage loss covered by this policy, we will not pay for any greater proportion of the loss than our applicable amount of insurance state on the Declarations Page bears to the total amount of insurance covering the loss. As respects liability, any insurance provided by this contract shall be deemed excess over all other valid and collectable insurance.

PART D: PROPERTY DAMAGE COVERAGE

1. **PERILS INSURED AGAINST** : We will provide coverage for all accidental direct physical loss or damage to your insured property, except as specifically excluded in this policy.
2. **EXCLUSIONS** : We do not provide Property Damage coverage against or resulting damage from:
 - a. wear and tear, gradual deterioration, weathering, insect, mold, animals, marine life damage;
 - b. marring, scratching, denting;
 - c. osmosis, blistering or electrolysis;

- d. manufacturer's defects or defects in design;
 - e. loss or damage caused by freezing; or by ice while moored or laid up afloat;
 - f. the cost of replacing or repairing any item having a latent defect that causes damage to your insured property; however, resulting damage would be covered.
3. **AMOUNT OF INSURANCE** : This is a valued contract except for property referred to under PART D-5 of this contract. The Amount of insurance shown on the Declarations Page is the most we will pay in the event of a loss to your insured property. We will pay for a total loss to your boat or other covered property only if:
- a. the boat is completely lost or destroyed; or
 - b. the cost of recovering and/or repairing the boat is greater than the Amount of Insurance shown on the Declarations page of your policy.
4. **REPAIRS** : We will pay for the necessary and reasonable cost to repair your insured property as a result of any covered damage, with no deduction for depreciation except as specified in the "Replacement" provision, PART D-5 of this policy. The cost of repairs shall be determined by boat repair yard, equipment repairers, or surveyors selected by this Company solely.
- If covered damaged occurs to plastic, fiberglass, plywood, or other laminated portions of your boat, we have the option of repairing the damage according to either customary shipyard or boat repair practices.
- The amount we will pay for a total loss shall be reduced by the amount paid for repairs of prior covered damage not completed at the time of the total loss.

5. **REPLACEMENT** : In the event of loss or damage to your insured trailers, batteries, sails, outboard motors, outdrive units, plastic and canvas coverings including all-weather bridge and cockpit enclosures and dodgers or components of any of the preceding items which requires replacement or repair, we will pay the lesser of:
- The actual amount necessary to repair the damage, or
 - The replacement cost of the property damaged minus depreciation at the time of loss or damage.
6. **DEDUCTIBLE AMOUNT** : We will adjust each claim for a covered loss to your insured property separately. The amount of each adjusted claim will be automatically reduced by the Deductible Amount shown on the Declaration Page except if there is a total loss to the boat and motor. We will treat each covered loss as a separate claim. We will treat any two or more covered losses resulting from the same accident or occurrence as one claim.
7. **COMMERCIAL TOWING AND ASSISTANCE**: We will provide additional protection in the event there is an emergency situation where you and your boat are not in imminent danger. We will reimburse you for the reasonable costs you incur, not to exceed a total of \$300, resulting from the following services to your boat if help is not available and you must obtain commercial assistance:
- a. towing to the nearest place where necessary repairs can be made;
 - b. delivery of gas, oil, parts or loaned battery (excluding the cost of these items themselves or emergency labor, while away from safe harbor.
- The policy deductible does not apply to this coverage.

PART E: LIABILITY COVERAGE

1. **PERILS INSURED AGAINST** : We will pay sums which you or a covered person become legally obligated to pay as a result of the ownership, operation or maintenance of your insured property because of:
- a. loss or damage to any property;
 - b. attempted or actual raising, removal, or destruction of the wreck of your insured property;
 - c. failure to raise or remove the wreck of your insured property;
 - d. bodily injury, loss of life;
 - e. your liability to paid crew as defined in the Jones Act or under general Maritime Law;
2. **EXCLUSIONS** : We do not provide Liability coverage for:
- a. liability of other covered persons to you, your spouse, or other persons who reside in your household;
 - b. your liability to your spouse or other persons who reside in your household;
 - c. liability assumed by you under any contract or agreement;
 - d. liability which arises while your insured property is being conveyed except at the point the boat is hauled out or launched;
 - e. fines or other penalties which any Government unit requires you to pay;
 - f. punitive damages.
3. **LIMIT OF LIABILITY** : We will pay no more than the Amount of Insurance shown on the Declarations Page for all damages or losses resulting from any one accident or occurrence. This is the most we will pay regardless of the number of covered persons involved, claims made, boats or premiums shown on the Declarations Page, or the number of boats involved.

PART F: MEDICAL PAYMENTS COVERAGE

1. **PERILS INSURED AGAINST** : We will pay for necessary reasonable medical, ambulance, hospital, professional nursing, and funeral costs which become necessary due to accidental bodily injury. This coverage is provided only for persons injured while in, upon, boarding, or leaving your insured boat, or being towed as a water skier. We will pay for only those costs incurred within one year of the date of accident.
2. **EXCLUSIONS** : We do not provide Medical Payments coverage for:
- a. any employee of yours injured while in the course of employment or while using, maintaining or repairing your insured property;
 - b. any responsibility for payment assumed by you under contract or agreement;
 - c. anyone who is injured while your insured property is being conveyed, except at the point where the boat is hauled out or launched;
 - d. anyone to or for whom benefits are payable under any state or federal compensation law or act.
3. **AMOUNT OF INSURANCE** : We will pay no more than the Amount of Insurance shown on the Declarations Page for all covered costs of each person injured as a result of any one accident or series of accidents arising out of the same event. Any payment made under Medical Payments shall reduce the amount payable under PART E Liability.
4. **MEDICAL PAYMENTS PROOF OF LOSS** : A written, sworn proof of loss must be filed with us by any person seeking payment by us under the Medical Payments coverage, or by someone on their behalf. This proof of loss must include:
- a. the name and address of each person and organization performing covered services;
 - b. the nature, extent and dates of these services;
 - c. itemized charges, and any sums already paid.
- This proof of loss must be filed:
- a. as soon as reasonably possible after completion of services; or
 - b. within one year of the date of the accident,
- whichever of the above occurs first.
5. **ADMISSION OF LIABILITY** : Any payment made under this section is not an admission of liability by you or us.

PART G. LONGSHOREMEN'S AND HARBOR WORKER'S COMPENSATION INSURANCE

When insurance is provided under Part E: Liability Coverage, insurance is also provided under this section.

1. We will provide coverage for any liability which you, as owner of the insured property, incur during the term of the policy under the Federal Longshoremen's and Harbor Worker's Compensation Act.

HELPFUL BOATSMAN HINTS

1. Equip your boat with personal flotation devices required by U.S. Coast Guard regulations.
2. Keep fire-fighting and lifesaving equipment in good condition and readily available.
3. Always carry first aid and emergency kits.
4. Stow all gear properly.
5. Do not smoke while fueling.
6. Let someone know where you are going and when you expect to return.
7. Check drain plug before going out in boat.
8. Do not overpower your boat.
9. Do not speed near harbors, or in unknown waters.
10. Do not sit on gunwales or stand up in small boats while underway.
11. Do not overload.
12. Do not tow skiers near swimming areas.
13. While trailering, always use safety chains and carry a spare tire.
14. Protect yourself against theft by properly securing your boat before you leave it.
15. For answers to any questions on your boat insurance, call your ACE USA agent.

IMPORTANT

Promptly report all accidents and losses to your Agent. This enables us to render our best service to you.

PLEASE READ YOUR POLICY

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

INSURANCE COMPANY OF NORTH AMERICA
Philadelphia, Pennsylvania

ACE AMERICAN INSURANCE COMPANY
Philadelphia, Pennsylvania

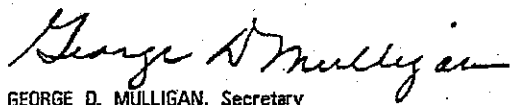
ACE INSURANCE COMPANY OF TEXAS
Irving, Texas

ACE INSURANCE COMPANY OF OHIO
Independence, Ohio

ATLANTIC EMPLOYERS INSURANCE COMPANY
Voorhees, New Jersey

BANKERS STANDARD INSURANCE COMPANY
Philadelphia, Pennsylvania

ACE INSURANCE COMPANY OF ILLINOIS
Chicago, Illinois


GEORGE D. MULLIGAN, Secretary


SUSAN RIVERA, President

INAMAR®

Recreational Marine Insurance

one of the ACE Group of companies