

SERFF Tracking Number: AMMA-125433330 State: Arkansas
Filing Company: Amica Mutual Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: AMICA-AR-OM-2008-01
TOI: 08.0 Ocean Marine Sub-TOI: 08.0000 Ocean Marine
Product Name: Ocean Marine
Project Name/Number: 2008 Policy Revisions/AMICA-AR-OM-2008-01

Filing at a Glance

Company: Amica Mutual Insurance Company

Product Name: Ocean Marine

TOI: 08.0 Ocean Marine

Sub-TOI: 08.0000 Ocean Marine

Filing Type: Form

Effective Date Requested (New): 06/01/2008

Effective Date Requested (Renewal): 06/01/2008

State Filing Description:

SERFF Tr Num: AMMA-125433330 State: Arkansas

SERFF Status: Closed

Co Tr Num: AMICA-AR-OM-2008-01

Co Status: pending forms approval

Author: Debra Martin

Date Submitted: 01/16/2008

State Tr Num: EFT \$50

State Status: Fees verified and received

Reviewer(s): Alexa Grissom, Betty Montesi, Brittany Yielding

Disposition Date: 01/28/2008

Disposition Status: Approved

Effective Date (New): 01/29/2008

Effective Date (Renewal):

General Information

Project Name: 2008 Policy Revisions

Project Number: AMICA-AR-OM-2008-01

Reference Organization:

Reference Title:

Filing Status Changed: 01/28/2008

State Status Changed: 01/28/2008

Corresponding Filing Tracking Number:

Filing Description:

Status of Filing in Domicile: Not Filed

Domicile Status Comments:

Reference Number:

Advisory Org. Circular:

Deemer Date:

On January 29, 2004, we submitted the Boat and Yacht policy forms to be effective August 1, 2004. The policy forms were approved by your Department on March 4, 2004.

We are now submitting the Boat and Yacht policy forms reflecting a change to the Deductible Section. Amica currently does not apply a deductible when a total loss occurs. This provision will no longer apply due to changes in our deductible options.

<i>SERFF Tracking Number:</i>	<i>AMMA-125433330</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Amica Mutual Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>AMICA-AR-OM-2008-01</i>		
<i>TOI:</i>	<i>08.0 Ocean Marine</i>	<i>Sub-TOI:</i>	<i>08.0000 Ocean Marine</i>
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<i>Project Name/Number:</i>	<i>2008 Policy Revisions/AMICA-AR-OM-2008-01</i>		

Boat Policy OM070808
Yacht Policy OM080808

These forms will replace the previously filed forms. We propose an effective date of June 1, 2008 for new business and renewal policies.

We have attached annotated copies of the new and replaced policies and clean copies of the new policy.

Although we are not changing our Amendment of Policy Provisions - Arkansas Endorsment OM 54 06 01, we are attaching a copy to the Supporting Documentation for your convenience. This form was approved by your Department on July 1, 2001.

Company and Contact

Filing Contact Information

Christopher Carosi, Assistant Vice President	ccarosi@amica.com
P.O. Box 6008	(800) 652-6422 [Phone]
Providence, RI 02940	(401) 334-6518[FAX]

Filing Company Information

Amica Mutual Insurance Company	CoCode: 19976	State of Domicile: Rhode Island
P.O. Box 6008	Group Code: 28	Company Type:
Providence, RI 02940	Group Name:	State ID Number:
(800) 652-6422 ext. [Phone]	FEIN Number: 05-0348344	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Amica Mutual Insurance Company	\$50.00	01/16/2008	17518228

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Alexa Grissom	01/28/2008	01/28/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Alexa Grissom	01/17/2008	01/17/2008	Debra Martin	01/17/2008	01/17/2008
Industry Response						

SERFF Tracking Number: AMMA-125433330 *State:* Arkansas
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Disposition

Disposition Date: 01/28/2008

Effective Date (New): 01/29/2008

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 01/17/2008
Submitted Date 01/17/2008
Respond By Date

Dear Christopher Carosi,

This will acknowledge receipt of the captioned filing. The Suit Against Us Provision must be amended to delete the 12 month time limitation for bringing suit. You may simply state, "the time allowed by law."

Please feel free to contact me if you have questions.

Sincerely,
Alexa Grissom

Response Letter

Response Letter Status Submitted to State
Response Letter Date 01/17/2008
Submitted Date 01/17/2008

Dear Alexa Grissom,

Comments:

Response 1

Comments: The Legal Action Against Us provision has been amended in our Amendment of Policy Provisions - Arkansas endorsement. A copy of this endorsement was submitted under the Supporting Documentation tab. We attach this endorsement to every Boat and Yacht policy.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

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Product Name: *Ocean Marine*
Project Name/Number: *2008 Policy Revisions/AMICA-AR-OM-2008-01*

Sincerely,
Debra Martin

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type	Action	Action Specific Data	Readability	Attachment
Approved	Boat Policy	OM07	08 08	Policy/Coverage Form	Replaced	Replaced Form #:0.00 OM070803 Previous Filing #: AMICA-AR-OM- 04-01		new OM070808 underlined.pdf replaced OM070803 Bracketed.pdf OM070808 Boat Policy.pdf
Approved	Yacht Policy	OM08	08 08	Policy/Coverage Form	Replaced	Replaced Form #:0.00 OM080803 Previous Filing #: AMICA-AR-OM- 04-01		OM 08 Underlined.pdf OM 08 Bracketed.pdf OM080808 Yacht Policy.pdf

BOAT POLICY

AGREEMENT

We will provide the insurance described in this policy if you pay the premium and comply with all of the terms of this policy.

DEFINITIONS

"We," "us" and "our" mean the Amica Mutual Insurance Company.

"You" and "your" refer to the person named in the Declarations and spouse if a resident of the same household.

Other words and phrases are defined. They are boldfaced when used.

"Your insured property" is defined as:

The **boats** shown in the Declarations, including:

1. spars;
2. sails;
3. machinery;
4. outboard motors;
5. trailers; and
6. other equipment normally required for the operation or maintenance of the **boat**, except tenders and dinghies.

Property not covered;

1. moorings; and
2. personal effects (including fishing and sports equipment).

"Insured" is defined as you, a **family member** and any other person or organization using the **boat** with your permission, free of charge.

This does not include:

1. a paid captain or crew member of the **boat** or
2. any person or organization operating or employed by a:
 - a. marina;
 - b. boat repair yard;
 - c. shipyard;
 - d. yacht club;
 - e. sales agency;
 - f. boat service station; or
 - g. similar organization.

"Family Member" means the following residents of your household:

1. your relatives.
2. any other person under the age of 21 if in the care of any person named above.

"Boat" is defined as:

1. the **boat** shown in the Declarations.
2. any **boat** on the date you become the owner.

This provision applies only if you:

- a. acquire the **boat** during the policy period; and
- b. ask us to insure it within 15 days after you become the owner.

"Outboard Motor(s)" is defined as:

1. the **outboard motor** shown in the Declarations.
2. any **outboard motor** on the date you become the owner.

This provision applies only if you:

- a. acquire the **outboard motor** during the policy period; and
- b. ask us to insure it within 15 days after you become the owner.

"Trailer(s)" is defined as:

1. the **trailer** shown in the Declarations.
2. any **trailer** on the date you become the owner.

This provision applies only if you:

- a. acquire the **trailer** during the policy period; and
- b. ask us to insure it within 15 days after you become the owner.

GENERAL LIMITATIONS AND EXCLUSIONS

The following limitations and exclusions apply to all coverages included in this policy.

PRIVATE PLEASURE USE

Coverage will be suspended if **your insured property** is used:

1. for charter or hire;
2. to carry persons or property for a fee or for any commercial use;

unless prior written consent has been obtained from us.

TRANSFER OF INTEREST

Coverage will no longer apply upon:

1. the sale;
2. assignment;
3. transfer of your interest in the insured property;

unless prior written consent has been obtained from us.

CONCEALMENT OR FRAUD

Coverage will be void if you intentionally conceal or misrepresent any material fact relating to this insurance before or after a loss.

DISHONESTY

We will not pay for loss or damage caused by any dishonest act of any **insured**, to whom **your insured property** is entrusted, other than the captain or crew or their employees or representatives.

INTENTIONAL ACTS

We will not pay for bodily injury or property damage which is expected or intended by an **insured**.

BENEFIT TO OTHERS

No person or organization having custody of **your insured property** and being paid for services, shall benefit from this insurance.

RACING

There is no coverage under this policy while your power boat is participating in or practicing for an organized speed race or speed test.

WAR AND RADIOACTIVE EXCLUSION

We will not pay for loss due to or as a consequence of:

1. radioactive contamination;
 2. discharge of any nuclear weapon (even if accidental);
 3. war (declared or undeclared);
 4. civil war;
 5. insurrection;
 6. rebellion or revolution; or
 7. seizure or impoundment by governmental authorities.
-

ABANDONMENT

There can be no abandonment of **your insured property** to us.

GENERAL PROVISIONS

The following general provisions apply to all coverages in this policy.

POLICY PERIOD AND TERRITORY

This policy applies only to loss or damage which occurs:

1. During the policy period as shown in the Declarations; and
2. Within the policy territory.

The policy territory is:

1. the forty-eight contiguous states of the United States;
 2. the District of Columbia; and
 3. Canada.
-

CHANGES

This policy contains all the agreements between you and us.

1. No changes may be made unless they are in writing signed by us.
 2. If we revise our Boat Policy to broaden any coverage, we will interpret outstanding policies as providing the broader coverage.
-

SALVAGE

If we pay a total loss and there is salvage remaining, we have the optional right to recover that salvage to the extent of our payment.

DUTIES AFTER AN ACCIDENT OR LOSS

You must notify us promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.

You must file an accident report with the proper Police or Coast Guard authority as appropriate.

A person making any claim must:

1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
 2. Agree to be examined under oath at our request.
 3. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
 4. Submit as often as we reasonably require to physical examinations by physicians we select. We will pay for these examinations.
 5. Authorize us to obtain:
 - a. medical reports, and
 - b. other pertinent records.
 6. Submit a proof of loss when required to do so.
 7. Take reasonable steps after loss to protect **your insured property** from further loss. We will pay reasonable expenses incurred to do this up to the limit of Section I in the Declarations.
-

TOWING COVERAGE

We will provide coverage for waterway towing to the nearest safe port whenever your vessel is disabled.

PAYMENT OF LOSS

Payments of loss will be made within 30 days after either we reach agreement with you, a final judgment is entered in the court, or an arbitration award is filed with us.

INTEREST

In addition to our limit of liability we will pay, on behalf of an **insured**, interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.

RIGHTS OF RECOVERY

You must do everything possible to preserve your rights of recovery after loss. These rights will belong to us up to the amount we have paid for loss.

LEGAL ACTION AGAINST US

1. No one can bring action against us unless the policy provisions have been complied with.
-

2. No one has the right to join us as a party to any action against an **insured** or bring us into any such action.
3. Suit or action must start within 12 months of the date of loss.

OTHER INSURANCE

If other insurance also covers the loss we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. This provision does not apply to Section III, Medical Payments.

BANKRUPTCY OR DEATH

If you are declared bankrupt, insolvent or if you die, this policy covers your legal representatives during the rest of the policy period.

CANCELLATION

The person named in the Declarations may cancel this policy by returning it to us or by giving us advance written notice of the date cancellation is to take effect.

We may cancel this policy by mailing notice to the person named in the Declarations at the address shown and giving:

1. at least 10 days notice if cancellation is for nonpayment of premium;
2. at least 30 days notice in all other cases.

The cancellation date shown in our notice will be the end of the policy period.

If this policy is cancelled, you may be entitled to a premium refund. Any premium refund will be calculated on a pro rata basis.

SECTION I - COVERAGE FOR DAMAGE TO YOUR INSURED PROPERTY

INSURING AGREEMENT

We will pay for all physical loss or damage to **your insured property** except as specifically excluded in this policy. Coverage applies whether afloat or on shore.

LIMIT OF LIABILITY

Our limit of liability for loss will be the lesser of the:

1. ACTUAL CASH VALUE of the stolen or damaged property; or
2. Amount necessary to repair or replace the property; or
3. Amount shown in the Declarations.

EXCLUSIONS

The following exclusions apply to Section I coverage.

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

1. wear and tear;
2. latent defect;
3. gradual deterioration;
4. weathering;
5. insects;
6. vermin;
7. marine life;
8. inherent vice;
9. mold; or
10. corrosion.

If a covered loss ensues, we will pay only for the ensuing loss.

We will not pay for loss or damage caused by or resulting from ice or freezing.

This exclusion does not apply if at the time of the loss the **boat** is:

1. in Maryland or Virginia East of U.S. Highway #1, or
2. south of a line drawn along the southern boundaries of the States of Virginia, Kentucky, Missouri, Kansas, Colorado and Utah.

**REPAIRS
AND
REPLACEMENT**

Our liability for repaired damage will not be more than the cost to repair or replace in accordance with:

1. shipyard repair practices; or
2. the **boat** manufacturers' recommended repair specifications.

The amount we will pay for a total loss of the **boat** shall be reduced by the amount paid for repairs not completed at the time of the total loss.

DEDUCTIBLE

We will apply the deductible shown in the Declarations to each adjusted loss.

**COLLISION
LIABILITY**

We will pay the amount an **insured** becomes legally obligated to pay for damage to another vessel caused by your **boat**.

The amount shown in Section I of the Declarations is the most we will pay under this section.

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

**SALVAGE
CHARGES**

We will pay for salvage charges if an **insured** becomes liable. We will pay no more than the amount shown in Section I of the Declarations.

SECTION II - WATERCRAFT LIABILITY COVERAGE
Including Federal Longshoremen's and Harbor
Workers' Compensation

**INSURING
AGREEMENT**

We will pay for bodily injury, property damage or pollution damage an **insured** becomes legally obligated to pay because of the ownership, maintenance or use of the **boat**.

This includes your liability for removal or destruction of **your insured property**.

We will settle or defend, as we see fit, any claim or suit asking for these damages. Our duty to settle or defend ends when the amount we pay for damages equals our Limit of Liability for this coverage.

LIMIT OF LIABILITY

The Limit of Liability shown in the Declarations is the most we will pay under this Section for all claims resulting from an accident or a series of accidents arising out of the same event.

COSTS

We will pay, in addition to the Limit of Liability, all defense costs incurred by us in any suit against the **insured**.

USE OF OTHER BOATS

Under this Section **boat** also is defined as any other boat not owned and not used on a regular basis by you or a **family member**. Use of the other boat must be without charge, for private pleasure only, and with the owner's permission. If there is other insurance for the non-owned boat this insurance shall apply as excess over the other insurance.

EXCLUSIONS

We do not provide liability coverage for:

1. liability assumed by an **insured** under any contract;
2. **your insured property** while it is on any carrier away from the place of hauling out or launching;
3. injuries when benefits may be provided under any Workers' Compensation Law other than the Federal Longshoremen's and Harbor Workers' Compensation Act;
4. bodily injury or property damage resulting from the ownership, maintenance, use, loading or unloading of any motor vehicle;
5. others to cover their liability to you.
6. fines, penalties, double or treble damages; punitive, exemplary or vindictive damages; or any other type of added damages intended to punish or deter wrongful conduct rather than as compensation for actual damages.

FEDERAL LONGSHOREMEN'S AND HARBOR WORKERS' COMPENSATION INSURANCE

We will pay for any liability an **insured** may incur under the Federal Longshoremen's and Harbor Workers' Act.

We will:

1. comply with the provisions of Public Act #803 and its rules and amendments;
2. comply with the rules and regulations of the United States Department of Labor relating to this act.

Your bankruptcy will not affect this coverage.

SECTION III - MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

We will pay reasonable expenses for:

1. medical;
2. ambulance;
3. hospital;
4. professional nursing; or
5. funeral costs

incurred within three years from the date of an accident causing bodily injury to any person while in, boarding or leaving the **boat**.

EXCLUSIONS

We will not pay medical expenses for:

1. any person for whom benefits are payable under any Workers' Compensation Act;
 2. any person who is a trespasser;
 3. any person who is an employee of the insured engaged in the maintenance or repair of the **boat**;
 4. any person injured while the **boat** is being transported in or on any carrier.
-

LIMIT OF LIABILITY

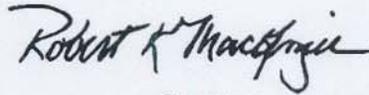
We will pay no more than the Amount of Insurance shown in the Declarations for each person injured as a result of any one accident or series of accidents arising out of the same event.

MUTUAL PROVISIONS

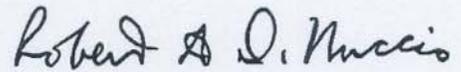
This policy is non-assessable. This means your only financial obligation is the premium for your insurance. You shall be entitled to such dividends as may be declared by the board of directors.

By virtue of this policy you are a member of the Amica Mutual Insurance Company and entitled to vote either in person or by proxy at all meetings of the Company. The annual meetings are held at its home office on the second Thursday of February in each year at 9:00 A.M.

This policy is signed on behalf of Amica Mutual Insurance Company by our President and Secretary at Lincoln, Rhode Island, and countersigned on the Declarations by our authorized agent or representative.



Secretary



President

BOAT POLICY

AGREEMENT

We will provide the insurance described in this policy if you pay the premium and comply with all of the terms of this policy.

DEFINITIONS

"We," "us" and "our" mean the Amica Mutual Insurance Company.

"You" and "your" refer to the person named in the Declarations and spouse if a resident of the same household.

Other words and phrases are defined. They are boldfaced when used.

"**Your insured property**" is defined as:

The **boats** shown in the Declarations, including:

1. spars;
2. sails;
3. machinery;
4. outboard motors;
5. trailers; and
6. other equipment normally required for the operation or maintenance of the **boat**, except tenders and dinghies.

Property not covered;

1. moorings; and
2. personal effects (including fishing and sports equipment).

"**Insured**" is defined as you, a **family member** and any other person or organization using the **boat** with your permission, free of charge.

This does not include:

1. a paid captain or crew member of the **boat** or
2. any person or organization operating or employed by a:
 - a. marina;
 - b. boat repair yard;
 - c. shipyard;
 - d. yacht club;
 - e. sales agency;
 - f. boat service station; or
 - g. similar organization.

"**Family Member**" means the following residents of your household:

1. your relatives.
2. any other person under the age of 21 if in the care of any person named above.

"Boat" is defined as:

1. the **boat** shown in the Declarations.
2. any **boat** on the date you become the owner.

This provision applies only if you:

- a. acquire the **boat** during the policy period; and
- b. ask us to insure it within 15 days after you become the owner.

"Outboard Motor(s)" is defined as:

1. the **outboard motor** shown in the Declarations.
2. any **outboard motor** on the date you become the owner.

This provision applies only if you:

- a. acquire the **outboard motor** during the policy period; and
- b. ask us to insure it within 15 days after you become the owner.

"Trailer(s)" is defined as:

1. the **trailer** shown in the Declarations.
2. any **trailer** on the date you become the owner.

This provision applies only if you:

- a. acquire the **trailer** during the policy period; and
- b. ask us to insure it within 15 days after you become the owner.

GENERAL LIMITATIONS AND EXCLUSIONS

The following limitations and exclusions apply to all coverages included in this policy.

PRIVATE PLEASURE USE

Coverage will be suspended if **your insured property** is used:

1. for charter or hire;
2. to carry persons or property for a fee or for any commercial use;

unless prior written consent has been obtained from us.

TRANSFER OF INTEREST

Coverage will no longer apply upon:

1. the sale;
2. assignment;
3. transfer of your interest in the insured property;

unless prior written consent has been obtained from us.

CONCEALMENT OR FRAUD

Coverage will be void if you intentionally conceal or misrepresent any material fact relating to this insurance before or after a loss.

DISHONESTY We will not pay for loss or damage caused by any dishonest act of any **insured**, to whom **your insured property** is entrusted, other than the captain or crew or their employees or representatives.

INTENTIONAL ACTS We will not pay for bodily injury or property damage which is expected or intended by an **insured**.

BENEFIT TO OTHERS No person or organization having custody of **your insured property** and being paid for services, shall benefit from this insurance.

RACING There is no coverage under this policy while your power **boat** is participating in or practicing for an organized speed race or speed test.

WAR AND RADIOACTIVE EXCLUSION We will not pay for loss due to or as a consequence of:

1. radioactive contamination;
2. discharge of any nuclear weapon (even if accidental);
3. war (declared or undeclared);
4. civil war;
5. insurrection;
6. rebellion or revolution; or
7. seizure or impoundment by governmental authorities.

ABANDONMENT There can be no abandonment of **your insured property** to us.

GENERAL PROVISIONS

The following general provisions apply to all coverages in this policy.

POLICY PERIOD AND TERRITORY This policy applies only to loss or damage which occurs:

1. During the policy period as shown in the Declarations; and
2. Within the policy territory.

The policy territory is:

1. the forty-eight contiguous states of the United States;
 2. the District of Columbia; and
 3. Canada.
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CHANGES This policy contains all the agreements between you and us.

1. No changes may be made unless they are in writing signed by us.
2. If we revise our Boat Policy to broaden any coverage, we will interpret outstanding policies as providing the broader coverage.

SALVAGE

If we pay a total loss and there is salvage remaining, we have the optional right to recover that salvage to the extent of our payment.

DUTIES AFTER AN ACCIDENT OR LOSS

You must notify us promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.

You must file an accident report with the proper Police or Coast Guard authority as appropriate.

A person making any claim must:

1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
 2. Agree to be examined under oath at our request.
 3. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
 4. Submit as often as we reasonably require to physical examinations by physicians we select. We will pay for these examinations.
 5. Authorize us to obtain:
 - a. medical reports, and
 - b. other pertinent records.
 6. Submit a proof of loss when required to do so.
 7. Take reasonable steps after loss to protect **your insured property** from further loss. We will pay reasonable expenses incurred to do this up to the limit of Section I in the Declarations.
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TOWING COVERAGE

We will provide coverage for waterway towing to the nearest safe port whenever your vessel is disabled.

PAYMENT OF LOSS

Payments of loss will be made within 30 days after either we reach agreement with you, a final judgment is entered in the court, or an arbitration award is filed with us.

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In addition to our limit of liability we will pay, on behalf of an **insured**, interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.

RIGHTS OF RECOVERY

You must do everything possible to preserve your rights of recovery after loss. These rights will belong to us up to the amount we have paid for loss.

LEGAL ACTION AGAINST US

1. No one can bring action against us unless the policy provisions have been complied with.
-

2. No one has the right to join us as a party to any action against an **insured** or bring us into any such action.
3. Suit or action must start within 12 months of the date of loss.

**OTHER
INSURANCE**

If other insurance also covers the loss we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. This provision does not apply to Section III, Medical Payments.

**BANKRUPTCY
OR DEATH**

If you are declared bankrupt, insolvent or if you die, this policy covers your legal representatives during the rest of the policy period.

CANCELLATION

The person named in the Declarations may cancel this policy by returning it to us or by giving us advance written notice of the date cancellation is to take effect.

We may cancel this policy by mailing notice to the person named in the Declarations at the address shown and giving:

1. at least 10 days notice if cancellation is for nonpayment of premium;
2. at least 30 days notice in all other cases.

The cancellation date shown in our notice will be the end of the policy period.

If this policy is cancelled, you may be entitled to a premium refund. Any premium refund will be calculated on a pro rata basis.

SECTION I - COVERAGE FOR DAMAGE TO YOUR INSURED PROPERTY

**INSURING
AGREEMENT**

We will pay for all physical loss or damage to **your insured property** except as specifically excluded in this policy. Coverage applies whether afloat or on shore.

**LIMIT OF
LIABILITY**

Our limit of liability for loss will be the lesser of the:

1. ACTUAL CASH VALUE of the stolen or damaged property; or
2. Amount necessary to repair or replace the property; or
3. Amount shown in the Declarations.

EXCLUSIONS

The following exclusions apply to Section I coverage.

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

1. wear and tear;
2. latent defect;
3. gradual deterioration;
4. weathering;
5. insects;
6. vermin;
7. marine life;
8. inherent vice;
9. mold; or
10. corrosion.

If a covered loss ensues, we will pay only for the ensuing loss.

We will not pay for loss or damage caused by or resulting from ice or freezing.

This exclusion does not apply if at the time of the loss the **boat** is:

1. in Maryland or Virginia East of U.S. Highway #1, or
2. south of a line drawn along the southern boundaries of the States of Virginia, Kentucky, Missouri, Kansas, Colorado and Utah.

**REPAIRS
AND
REPLACEMENT**

Our liability for repaired damage will not be more than the cost to repair or replace in accordance with:

1. shipyard repair practices; or
2. the **boat** manufacturers' recommended repair specifications.

The amount we will pay for a total loss of the **boat** shall be reduced by the amount paid for repairs not completed at the time of the total loss.

DEDUCTIBLE

We will apply the deductible shown in the Declarations to each adjusted loss.

[The deductible will not apply if there is a total loss of the **boat** and **motor** or **trailer**.]

**COLLISION
LIABILITY**

We will pay the amount an **insured** becomes legally obligated to pay for damage to another vessel caused by your **boat**.

The amount shown in Section I of the Declarations is the most we will pay under this section.

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

**SALVAGE
CHARGES**

We will pay for salvage charges if an **insured** becomes liable. We will pay no more than the amount shown in Section I of the Declarations.

SECTION II - WATERCRAFT LIABILITY COVERAGE
Including Federal Longshoremen's and Harbor
Workers' Compensation

**INSURING
AGREEMENT**

We will pay for bodily injury, property damage or pollution damage an **insured** becomes legally obligated to pay because of the ownership, maintenance or use of the **boat**.

This includes your liability for removal or destruction of **your insured property**.

We will settle or defend, as we see fit, any claim or suit asking for these damages. Our duty to settle or defend ends when the amount we pay for damages equals our Limit of Liability for this coverage.

LIMIT OF LIABILITY

The Limit of Liability shown in the Declarations is the most we will pay under this Section for all claims resulting from an accident or a series of accidents arising out of the same event.

COSTS

We will pay, in addition to the Limit of Liability, all defense costs incurred by us in any suit against the **insured**.

USE OF OTHER BOATS

Under this Section **boat** also is defined as any other boat not owned and not used on a regular basis by you or a **family member**. Use of the other boat must be without charge, for private pleasure only, and with the owner's permission. If there is other insurance for the non-owned boat this insurance shall apply as excess over the other insurance.

EXCLUSIONS

We do not provide liability coverage for:

1. liability assumed by an **insured** under any contract;
 2. **your insured property** while it is on any carrier away from the place of hauling out or launching;
 3. injuries when benefits may be provided under any Workers' Compensation Law other than the Federal Longshoremen's and Harbor Workers' Compensation Act;
 4. bodily injury or property damage resulting from the ownership, maintenance, use, loading or unloading of any motor vehicle;
 5. others to cover their liability to you.
 6. fines, penalties, double or treble damages; punitive, exemplary or vindictive damages; or any other type of added damages intended to punish or deter wrongful conduct rather than as compensation for actual damages.
-

FEDERAL LONGSHOREMEN'S AND HARBOR WORKERS' COMPENSATION INSURANCE

We will pay for any liability an **insured** may incur under the Federal Longshoremen's and Harbor Workers' Act.

We will:

1. comply with the provisions of Public Act #803 and its rules and amendments;
2. comply with the rules and regulations of the United States Department of Labor relating to this act.

Your bankruptcy will not affect this coverage.

SECTION III - MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

We will pay reasonable expenses for:

1. medical;
 2. ambulance;
 3. hospital;
 4. professional nursing; or
 5. funeral costs
-

incurred within three years from the date of an accident causing bodily injury to any person while in, boarding or leaving the **boat**.

EXCLUSIONS

We will not pay medical expenses for:

1. any person for whom benefits are payable under any Workers' Compensation Act;
2. any person who is a trespasser;
3. any person who is an employee of the insured engaged in the maintenance or repair of the **boat**;
4. any person injured while the **boat** is being transported in or on any carrier.

LIMIT OF LIABILITY

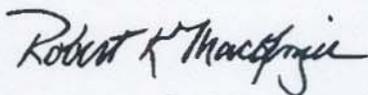
We will pay no more than the Amount of Insurance shown in the Declarations for each person injured as a result of any one accident or series of accidents arising out of the same event.

MUTUAL PROVISIONS

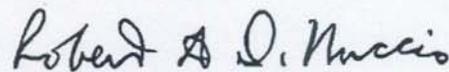
This policy is non-assessable. This means your only financial obligation is the premium for your insurance. You shall be entitled to such dividends as may be declared by the board of directors.

By virtue of this policy you are a member of the Amica Mutual Insurance Company and entitled to vote either in person or by proxy at all meetings of the Company. The annual meetings are held at its home office on the second Thursday of February in each year at 9:00 A.M.

This policy is signed on behalf of Amica Mutual Insurance Company by our President and Secretary at Lincoln, Rhode Island, and countersigned on the Declarations by our authorized agent or representative.



Secretary



President

BOAT POLICY

AGREEMENT

We will provide the insurance described in this policy if you pay the premium and comply with all of the terms of this policy.

DEFINITIONS

"We," "us" and "our" mean the Amica Mutual Insurance Company.

"You" and "your" refer to the person named in the Declarations and spouse if a resident of the same household.

Other words and phrases are defined. They are boldfaced when used.

"Your insured property" is defined as:

The **boats** shown in the Declarations, including:

1. spars;
2. sails;
3. machinery;
4. outboard motors;
5. trailers; and
6. other equipment normally required for the operation or maintenance of the **boat**, except tenders and dinghies.

Property not covered;

1. moorings; and
2. personal effects (including fishing and sports equipment).

"Insured" is defined as you, a **family member** and any other person or organization using the **boat** with your permission, free of charge.

This does not include:

1. a paid captain or crew member of the **boat** or
2. any person or organization operating or employed by a:
 - a. marina;
 - b. boat repair yard;
 - c. shipyard;
 - d. yacht club;
 - e. sales agency;
 - f. boat service station; or
 - g. similar organization.

"Family Member" means the following residents of your household:

1. your relatives.
2. any other person under the age of 21 if in the care of any person named above.

"Boat" is defined as:

1. the **boat** shown in the Declarations.
2. any **boat** on the date you become the owner.

This provision applies only if you:

- a. acquire the **boat** during the policy period; and
- b. ask us to insure it within 15 days after you become the owner.

"Outboard Motor(s)" is defined as:

1. the **outboard motor** shown in the Declarations.
2. any **outboard motor** on the date you become the owner.

This provision applies only if you:

- a. acquire the **outboard motor** during the policy period; and
- b. ask us to insure it within 15 days after you become the owner.

"Trailer(s)" is defined as:

1. the **trailer** shown in the Declarations.
2. any **trailer** on the date you become the owner.

This provision applies only if you:

- a. acquire the **trailer** during the policy period; and
- b. ask us to insure it within 15 days after you become the owner.

SPECIMEN COPY

GENERAL LIMITATIONS AND EXCLUSIONS

The following limitations and exclusions apply to all coverages included in this policy.

PRIVATE PLEASURE USE

Coverage will be suspended if **your insured property** is used:

1. for charter or hire;
2. to carry persons or property for a fee or for any commercial use;

unless prior written consent has been obtained from us.

TRANSFER OF INTEREST

Coverage will no longer apply upon:

1. the sale;
2. assignment;
3. transfer of your interest in the insured property;

unless prior written consent has been obtained from us.

CONCEALMENT OR FRAUD

Coverage will be void if you intentionally conceal or misrepresent any material fact relating to this insurance before or after a loss.

DISHONESTY We will not pay for loss or damage caused by any dishonest act of any **insured**, to whom **your insured property** is entrusted, other than the captain or crew or their employees or representatives.

INTENTIONAL ACTS We will not pay for bodily injury or property damage which is expected or intended by an **insured**.

BENEFIT TO OTHERS No person or organization having custody of **your insured property** and being paid for services, shall benefit from this insurance.

RACING There is no coverage under this policy while your **power boat** is participating in or practicing for an organized speed race or speed test.

WAR AND RADIOACTIVE EXCLUSION We will not pay for loss due to or as a consequence of:

1. radioactive contamination;
2. discharge of any nuclear weapon (even if accidental);
3. war (declared or undeclared);
4. civil war;
5. insurrection;
6. rebellion or revolution; or
7. seizure or impoundment by governmental authorities.

ABANDONMENT There can be no abandonment of **your insured property** to us.

GENERAL PROVISIONS

The following general provisions apply to all coverages in this policy.

POLICY PERIOD AND TERRITORY This policy applies only to loss or damage which occurs:

1. During the policy period as shown in the Declarations; and
2. Within the policy territory.

The policy territory is:

1. the forty-eight contiguous states of the United States;
 2. the District of Columbia; and
 3. Canada.
-

CHANGES This policy contains all the agreements between you and us.

1. No changes may be made unless they are in writing signed by us.
2. If we revise our Boat Policy to broaden any coverage, we will interpret outstanding policies as providing the broader coverage.

SALVAGE

If we pay a total loss and there is salvage remaining, we have the optional right to recover that salvage to the extent of our payment.

DUTIES AFTER AN ACCIDENT OR LOSS

You must notify us promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.

You must file an accident report with the proper Police or Coast Guard authority as appropriate.

A person making any claim must:

1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
 2. Agree to be examined under oath at our request.
 3. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
 4. Submit as often as we reasonably require to physical examinations by physicians we select. We will pay for these examinations.
 5. Authorize us to obtain:
 - a. medical reports, and
 - b. other pertinent records.
 6. Submit a proof of loss when required to do so.
 7. Take reasonable steps after loss to protect **your insured property** from further loss. We will pay reasonable expenses incurred to do this up to the limit of Section I in the Declarations.
-

TOWING COVERAGE

We will provide coverage for waterway towing to the nearest safe port whenever your vessel is disabled.

PAYMENT OF LOSS

Payments of loss will be made within 30 days after either we reach agreement with you, a final judgment is entered in the court, or an arbitration award is filed with us.

INTEREST

In addition to our limit of liability we will pay, on behalf of an **insured**, interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.

RIGHTS OF RECOVERY

You must do everything possible to preserve your rights of recovery after loss. These rights will belong to us up to the amount we have paid for loss.

LEGAL ACTION AGAINST US

1. No one can bring action against us unless the policy provisions have been complied with.
-

2. No one has the right to join us as a party to any action against an **insured** or bring us into any such action.
3. Suit or action must start within 12 months of the date of loss.

**OTHER
INSURANCE**

If other insurance also covers the loss we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. This provision does not apply to Section III, Medical Payments.

**BANKRUPTCY
OR DEATH**

If you are declared bankrupt, insolvent or if you die, this policy covers your legal representatives during the rest of the policy period.

CANCELLATION

The person named in the Declarations may cancel this policy by returning it to us or by giving us advance written notice of the date cancellation is to take effect.

We may cancel this policy by mailing notice to the person named in the Declarations at the address shown and giving:

1. at least 10 days notice if cancellation is for nonpayment of premium;
2. at least 30 days notice in all other cases.

The cancellation date shown in our notice will be the end of the policy period.

If this policy is cancelled, you may be entitled to a premium refund. Any premium refund will be calculated on a pro rata basis.

SECTION I - COVERAGE FOR DAMAGE TO YOUR INSURED PROPERTY

**INSURING
AGREEMENT**

We will pay for all physical loss or damage to **your insured property** except as specifically excluded in this policy. Coverage applies whether afloat or on shore.

**LIMIT OF
LIABILITY**

Our limit of liability for loss will be the lesser of the:

1. ACTUAL CASH VALUE of the stolen or damaged property; or
2. Amount necessary to repair or replace the property; or
3. Amount shown in the Declarations.

EXCLUSIONS

The following exclusions apply to Section I coverage.

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

1. wear and tear;
2. latent defect;
3. gradual deterioration;
4. weathering;
5. insects;
6. vermin;
7. marine life;
8. inherent vice;
9. mold; or
10. corrosion.

If a covered loss ensues, we will pay only for the ensuing loss.

We will not pay for loss or damage caused by or resulting from ice or freezing.

This exclusion does not apply if at the time of the loss the **boat** is:

1. in Maryland or Virginia East of U.S. Highway #1, or
2. south of a line drawn along the southern boundaries of the States of Virginia, Kentucky, Missouri, Kansas, Colorado and Utah.

**REPAIRS
AND
REPLACEMENT**

Our liability for repaired damage will not be more than the cost to repair or replace in accordance with:

1. shipyard repair practices; or
2. the **boat** manufacturers' recommended repair specifications.

The amount we will pay for a total loss of the **boat** shall be reduced by the amount paid for repairs not completed at the time of the total loss.

DEDUCTIBLE

We will apply the deductible shown in the Declarations to each adjusted loss.

**COLLISION
LIABILITY**

We will pay the amount an **insured** becomes legally obligated to pay for damage to another vessel caused by your **boat**.

The amount shown in Section I of the Declarations is the most we will pay under this section.

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

**SALVAGE
CHARGES**

We will pay for salvage charges if an **insured** becomes liable. We will pay no more than the amount shown in Section I of the Declarations.

SECTION II - WATERCRAFT LIABILITY COVERAGE
Including Federal Longshoremen's and Harbor
Workers' Compensation

**INSURING
AGREEMENT**

We will pay for bodily injury, property damage or pollution damage an **insured** becomes legally obligated to pay because of the ownership, maintenance or use of the **boat**.

This includes your liability for removal or destruction of **your insured property**.

We will settle or defend, as we see fit, any claim or suit asking for these damages. Our duty to settle or defend ends when the amount we pay for damages equals our Limit of Liability for this coverage.

LIMIT OF LIABILITY

The Limit of Liability shown in the Declarations is the most we will pay under this Section for all claims resulting from an accident or a series of accidents arising out of the same event.

COSTS

We will pay, in addition to the Limit of Liability, all defense costs incurred by us in any suit against the **insured**.

USE OF OTHER BOATS

Under this Section **boat** also is defined as any other boat not owned and not used on a regular basis by you or a **family member**. Use of the other boat must be without charge, for private pleasure only, and with the owner's permission. If there is other insurance for the non-owned boat this insurance shall apply as excess over the other insurance.

EXCLUSIONS

We do not provide liability coverage for:

1. liability assumed by an **insured** under any contract;
 2. **your insured property** while it is on any carrier away from the place of hauling out or launching;
 3. injuries when benefits may be provided under any Workers' Compensation Law other than the Federal Longshoremen's and Harbor Workers' Compensation Act;
 4. bodily injury or property damage resulting from the ownership, maintenance, use, loading or unloading of any motor vehicle;
 5. others to cover their liability to you.
 6. fines, penalties, double or treble damages; punitive, exemplary or vindictive damages; or any other type of added damages intended to punish or deter wrongful conduct rather than as compensation for actual damages.
-

FEDERAL LONGSHOREMEN'S AND HARBOR WORKERS' COMPENSATION INSURANCE

We will pay for any liability an **insured** may incur under the Federal Longshoremen's and Harbor Workers' Act.

We will:

1. comply with the provisions of Public Act #803 and its rules and amendments;
2. comply with the rules and regulations of the United States Department of Labor relating to this act.

Your bankruptcy will not affect this coverage.

SECTION III - MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

We will pay reasonable expenses for:

1. medical;
 2. ambulance;
 3. hospital;
 4. professional nursing; or
 5. funeral costs
-

incurred within three years from the date of an accident causing bodily injury to any person while in, boarding or leaving the **boat**.

EXCLUSIONS

We will not pay medical expenses for:

1. any person for whom benefits are payable under any Workers' Compensation Act;
2. any person who is a trespasser;
3. any person who is an employee of the insured engaged in the maintenance or repair of the **boat**;
4. any person injured while the **boat** is being transported in or on any carrier.

LIMIT OF LIABILITY

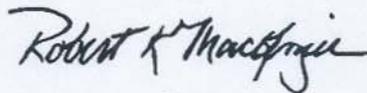
We will pay no more than the Amount of Insurance shown in the Declarations for each person injured as a result of any one accident or series of accidents arising out of the same event.

MUTUAL PROVISIONS

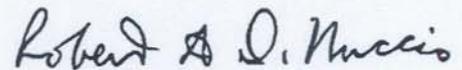
This policy is non-assessable. This means your only financial obligation is the premium for your insurance. You shall be entitled to such dividends as may be declared by the board of directors.

By virtue of this policy you are a member of the Amica Mutual Insurance Company and entitled to vote either in person or by proxy at all meetings of the Company. The annual meetings are held at its home office on the second Thursday of February in each year at 9:00 A.M.

This policy is signed on behalf of Amica Mutual Insurance Company by our President and Secretary at Lincoln, Rhode Island, and countersigned on the Declarations by our authorized agent or representative.



Secretary



President

YACHT POLICY

AGREEMENT

We will provide the insurance described in this policy if you pay the premium and comply with all of the terms of this policy.

DEFINITIONS

"We," "us" and "our" mean the Amica Mutual Insurance Company.

"You" and "your" refer to the person named in the Declarations and spouse if a resident of the same household.

Other words and phrases are defined. They are boldfaced when used.

"Your insured property" is defined as:

The **yacht(s)** shown on the Declarations Page, including:

1. spars;
2. sails;
3. machinery;
4. furniture;
5. tenders and dinghies if powered by no more than 10 horsepower;
6. outboard motors;
7. ship's apparel; and
8. other equipment normally required for the operation or maintenance of the **yacht**.

Property not covered;

1. moorings; and
2. personal effects (see SECTION E of this policy).

"Insured" is defined as you, a **family member** and any other person or organization using the **yacht** with your permission, free of charge.

This does not include:

1. a paid captain or crew member of the **yacht** or
2. any person or organization operating or employed by a:
 - a. marina;
 - b. boat repair yard;
 - c. shipyard;
 - d. yacht club;
 - e. sales agency;
 - f. boat service station; or
 - g. similar organization.

"Family Member" means the following residents of your household:

1. your relatives.
2. any other person under the age of 21 if in the care of any person named above.

"Yacht" is defined as the boat shown in the Declarations.

"Tender" or "dinghy", as limited above, may be substituted for **yacht**.

Under Section B. Liability Coverage, **yacht** also is defined as any other boat not owned and not used on a regular basis by you or a **family member**. Use of the other boat must be without charge, for private pleasure only, and with the owner's permission. If there is other insurance for the non-owned boat this insurance shall apply as excess over the other insurance.

GENERAL LIMITATIONS AND EXCLUSIONS

The following limitations and exclusions apply to all coverages included in this policy.

PRIVATE PLEASURE USE

Coverage will be suspended if **your insured property** is used:

1. for charter or hire;
2. to carry persons or property for a fee or for any commercial use;

unless prior written consent has been obtained from us.

TRANSFER OF INTEREST

Coverage will no longer apply upon:

1. the sale;
2. assignment;
3. transfer of your interest in the insured property;

unless prior written consent has been obtained from us.

CONCEALMENT OR FRAUD

Coverage will be void if you intentionally conceal or misrepresent any material fact relating to this insurance before or after a loss.

DISHONESTY

We will not pay for loss or damage caused by any dishonest act of any **insured**, to whom **your insured property** is entrusted, other than the captain or crew or their employees or representatives.

INTENTIONAL ACTS

We will not pay for bodily injury or property damage which is expected or intended by an **insured**.

BENEFIT TO OTHERS

No person or organization having custody of **your insured property** and being paid for services, shall benefit from this insurance.

RACING

There is no coverage under this policy while your power **yacht** is participating in or practicing for an organized speed race or speed test.

**WAR AND
RADIOACTIVE
EXCLUSION**

We will not pay for loss due to or as a consequence of:

1. radioactive contamination;
2. discharge of any nuclear weapon (even if accidental);
3. war (declared or undeclared);
4. civil war;
5. insurrection;
6. rebellion or revolution; or
7. seizure or impoundment by governmental authorities.

ABANDONMENT

There can be no abandonment of **your insured property** to us.

GENERAL PROVISIONS

The following general provisions apply to all coverages in this policy.

POLICY PERIOD

This policy applies to loss or damage which occurs during the policy period shown in the Declarations.

CHANGES

This policy contains all the agreements between you and us.

1. No changes may be made unless they are in writing signed by us.
2. If we revise our Yacht Policy to broaden any coverage, we will interpret outstanding policies as providing the broader coverage.

SALVAGE

If we pay a total loss and there is salvage remaining, we have the optional right to recover that salvage to the extent of our payment.

**DUTIES AFTER
AN ACCIDENT
OR LOSS**

You must notify us promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.

You must file an accident report with the proper Police or Coast Guard authority as appropriate.

A person making any claim must:

1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
2. Agree to be examined under oath at our request.
3. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
4. Submit as often as we reasonably require to physical examinations by physicians we select. We will pay for these examinations.
5. Authorize us to obtain:

- a. medical reports, and
 - b. other pertinent records.
6. Submit a proof of loss when required to do so.
 7. Take reasonable steps after loss to protect **your insured property** from further loss. We will pay reasonable expenses incurred to do this up to the limit of Section A in the Declarations.

**TOWING
COVERAGE**

We will provide coverage for waterway towing to the nearest safe port whenever your vessel is disabled.

**PAYMENT
OF LOSS**

Payments of loss will be made within 30 days after either we reach agreement with you, a final judgment is entered in the court, or an arbitration award is filed with us.

INTEREST

In addition to our limit of liability we will pay, on behalf of an **insured**, interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.

**RIGHTS
OF RECOVERY**

You must do everything possible to preserve your rights of recovery after loss. These rights will belong to us up to the amount we have paid for loss.

**LEGAL ACTION
AGAINST US**

1. No one can bring action against us unless the policy provisions have been complied with.
2. No one has the right to join us as a party to any action against an **insured** or bring us into any such action.
3. Suit or action must start within 12 months of the date of loss.

**OTHER
INSURANCE**

If other insurance also covers the loss we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. This provision does not apply to Section D, Medical Payments.

**BANKRUPTCY
OR DEATH**

If you are declared bankrupt, insolvent or if you die, this policy covers your legal representatives during the rest of the policy period.

CANCELLATION

The person named in the Declarations may cancel this policy by returning it to us or by giving us advance written notice of the date cancellation is to take effect.

We may cancel this policy by mailing notice to the person named in the Declarations at the address shown and giving:

1. at least 10 days notice if cancellation is for nonpayment of premium;
2. at least 30 days notice in all other cases.

The cancellation date shown in our notice will be the end of the policy period.

If this policy is cancelled, you may be entitled to a premium refund. Any premium refund will be calculated on a pro rata basis.

SECTION A - COVERAGE FOR DAMAGE TO YOUR YACHT (HULL AND MACHINERY INSURANCE)

INSURING AGREEMENT

We will pay for all physical loss or damage to **your insured property** except as specifically excluded in this policy. Coverage applies whether afloat or on shore.

VALUATION

We will not apply depreciation, except for:

1. sails;
2. protective covers of fabric or similar material;
3. electronic equipment;
4. batteries;
5. outboard motors;
6. tenders; or
7. dinghies.

Our liability for any one loss will not be more than the amount of insurance shown in the Declarations for **yacht** and equipment.

TRANSPORTATION

We continue to cover **your insured property** while it is being transported overland within a 300 mile radius of its home port.

EXCLUSIONS

The following exclusions apply to Section A coverage.

WEAR AND TEAR

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

1. wear and tear;
2. gradual deterioration;
3. weathering;
4. insects;
5. vermin;
6. marine life;
7. inherent vice;
8. mold; or
9. corrosion.

If a covered loss ensues, we will pay only for the ensuing loss.

LATENT DEFECT

We will not pay for repair or replacement of a part in which a latent defect is found.

**ICE OR
FREEZING**

We will not pay for loss or damage caused by or resulting from ice or freezing.

This exclusion does not apply if at the time of the loss the **yacht** is:

1. in Maryland or Virginia East of U.S. Highway #1; or
2. south of a line drawn along the southern boundaries of the States of Virginia, Kentucky, Missouri, Kansas, Colorado and Utah.

**REPAIRS
AND
REPLACEMENT**

Our liability for repaired damage will not be more than the cost to repair or replace in accordance with:

1. shipyard repair practices; or
2. the **yacht** manufacturers' recommended repair specifications.

The amount we will pay for a total loss of the **yacht** shall be reduced by the amount paid for repairs not completed at the time of the total loss.

Refer to the VALUATION clause for items subject to depreciation.

DEDUCTIBLE

We will apply the deductible shown in the Declarations to each adjusted loss.

**COLLISION
LIABILITY**

We will pay the amount an **insured** becomes legally obligated to pay for damage to another vessel caused by your **yacht**.

The amount shown in Section A of the Declarations is the most we will pay under this section.

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

**SALVAGE
CHARGES**

We will pay for salvage charges if an **insured** becomes liable. We will pay no more than the amount shown in Section A of the Declarations.

**RETURN
PREMIUMS
FOR LAY-UP**

If your **yacht** is laid up and out of commission for extended periods during the selected navigation period, a premium adjustment can be made at the end of the policy period. Requests for Lay-up return credit must be received in writing no later than 6 months following policy expiration.

To qualify the **yacht** must be insured for a minimum of \$10,000 and the return premium, computed at 2% for each 15-day period, must be at least \$15. This applies only to Section A premium.

SECTION B - LIABILITY COVERAGE (PROTECTION AND INDEMNITY INSURANCE)

INSURING AGREEMENT

We will pay for bodily injury, property damage or pollution damage an **insured** becomes legally obligated to pay because of the ownership, maintenance or use of the **yacht**.

This includes your liability for removal or destruction of **your insured property**.

We will settle or defend, as we see fit, any claim or suit asking for these damages. Our duty to settle or defend ends when the amount we pay for damages equals our Limit of Liability for this coverage.

LIMIT OF LIABILITY

The Limit of Liability shown in the Declarations is the most we will pay under this Section for all claims resulting from an accident or a series of accidents arising out of the same event.

COSTS

We will pay, in addition to the Limit of Liability, all defense costs incurred by us in any suit against the **insured**.

EXCLUSIONS

We do not provide liability coverage for:

1. liability assumed by an **insured** under any contract;
2. the **yacht** while it is on any carrier away from the place of hauling out or launching;
3. injuries when benefits may be provided under any Workers' Compensation Law other than the Federal Longshoremen's and Harbor Workers' Compensation Act;
4. bodily injury or property damage resulting from the ownership, maintenance, use, loading or unloading of any motor vehicle;
5. others to cover their liability to you.
6. fines, penalties, double or treble damages; punitive, exemplary or vindictive damages; or any other type of added damages intended to punish or deter wrongful conduct rather than as compensation for actual damages.

SECTION C - FEDERAL LONGSHOREMEN'S AND HARBOR WORKERS' COMPENSATION INSURANCE

INSURING AGREEMENT

We will pay for any liability an **insured** may incur under the Federal Longshoremen's and Harbor Workers' Act.

We will:

1. comply with the provisions of Public Act #803 and its rules and amendments;
2. comply with the rules and regulations of the United States Department of Labor relating to this act.

Your bankruptcy will not affect this coverage.

SECTION D - MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

We will pay reasonable expenses for:

1. medical;
2. ambulance;
3. hospital;
4. professional nursing; or
5. funeral costs

incurred within three years from the date of an accident causing bodily injury to any person while in, boarding or leaving the **yacht**.

EXCLUSIONS

We will not pay medical expenses for:

1. any person for whom benefits are payable under any Workers' Compensation Act;
2. any person who is a trespasser;
3. any person who is an employee of the insured engaged in the maintenance or repair of the **yacht**;
4. any person injured while the **yacht** is being transported in or on any carrier.

LIMIT OF LIABILITY

We will pay no more than the Amount of Insurance shown in the Declarations for each person injured as a result of any one accident or series of accidents arising out of the same event.

SECTION E - PERSONAL EFFECTS COVERAGE

INSURING AGREEMENT

We will pay for loss or damage to personal effects.

This insurance applies when the personal effects are aboard or being loaded or unloaded from the **yacht**.

The sum of \$25 will be deducted from each adjusted loss.

LIMIT OF LIABILITY

We will not pay for more than the ACTUAL CASH VALUE of each item at the time of the loss. We have the option to repair or replace any item with material of like kind and quality. The Limit of Liability for each occurrence is shown in the Declarations.

Loss of jewelry, watches, cameras and furs is limited to \$100 per item in excess of the deductible.

EXCLUSIONS

We will not pay for:

1. any loss to currency, travelers' checks, passports, securities or other valuable papers;
 2. any loss caused by or resulting from:
 - a. wear and tear;
 - b. gradual deterioration;
 - c. weathering;
 - d. insects;
 - e. vermin;
 - f. marine life;
 - g. inherent vice;
 - h. mold; or
 - i. corrosion
 3. theft unless
 - a. occurring in conjunction with theft of the **yacht** or
 - b. there is evidence of either forcible entry or removal.
-

SECTION F - YACHT TRAILER COVERAGE

INSURING AGREEMENT

We will pay for loss or damage to a trailer shown in the Declarations.

DEDUCTIBLE

Each adjusted loss is subject to a \$25 deductible.

EXCLUSIONS

We will not pay for loss or damage resulting from:

1. wear and tear;
 2. gradual deterioration;
 3. latent defects; or
 4. damage resulting from the above.
-

LIMIT OF LIABILITY

The most we will pay will be the lesser of:

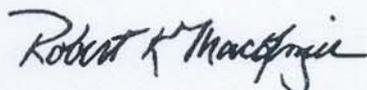
1. the ACTUAL CASH VALUE of the **yacht** trailer;
 2. the cost to repair or replace the **yacht** trailer;
 3. the amount shown in Section F of the Declarations.
-

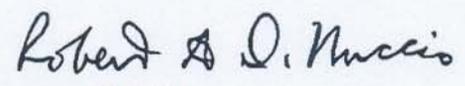
MUTUAL PROVISIONS

This policy is non-assessable. This means your only financial obligation is the premium for your insurance. You shall be entitled to such dividends as may be declared by the board of directors.

By virtue of this policy you are a member of the Amica Mutual Insurance Company and entitled to vote either in person or by proxy at all meetings of the Company. The annual meetings are held at its home office on the second Thursday of February in each year at 9:00 A.M.

This policy is signed on behalf of Amica Mutual Insurance Company by our President and Secretary at Lincoln, Rhode Island, and countersigned on the Declarations by our authorized agent or representative.


Secretary


President

YACHT POLICY

AGREEMENT

We will provide the insurance described in this policy if you pay the premium and comply with all of the terms of this policy.

DEFINITIONS

"We," "us" and "our" mean the Amica Mutual Insurance Company.

"You" and "your" refer to the person named in the Declarations and spouse if a resident of the same household.

Other words and phrases are defined. They are boldfaced when used.

"Your insured property" is defined as:

The **yacht(s)** shown on the Declarations Page, including:

1. spars;
2. sails;
3. machinery;
4. furniture;
5. tenders and dinghies if powered by no more than 10 horsepower;
6. outboard motors;
7. ship's apparel; and
8. other equipment normally required for the operation or maintenance of the **yacht**.

Property not covered;

1. moorings; and
2. personal effects (see SECTION E of this policy).

"Insured" is defined as you, a **family member** and any other person or organization using the **yacht** with your permission, free of charge.

This does not include:

1. a paid captain or crew member of the **yacht** or
2. any person or organization operating or employed by a:
 - a. marina;
 - b. boat repair yard;
 - c. shipyard;
 - d. yacht club;
 - e. sales agency;
 - f. boat service station; or
 - g. similar organization.

"Family Member" means the following residents of your household:

1. your relatives.
2. any other person under the age of 21 if in the care of any person named above.

"Yacht" is defined as the boat shown in the Declarations.

"Tender" or "dinghy", as limited above, may be substituted for **yacht**.

Under Section B. Liability Coverage, **yacht** also is defined as any other boat not owned and not used on a regular basis by you or a **family member**. Use of the other boat must be without charge, for private pleasure only, and with the owner's permission. If there is other insurance for the non-owned boat this insurance shall apply as excess over the other insurance.

GENERAL LIMITATIONS AND EXCLUSIONS

The following limitations and exclusions apply to all coverages included in this policy.

PRIVATE PLEASURE USE

Coverage will be suspended if **your insured property** is used:

1. for charter or hire;
2. to carry persons or property for a fee or for any commercial use;

unless prior written consent has been obtained from us.

TRANSFER OF INTEREST

Coverage will no longer apply upon:

1. the sale;
2. assignment;
3. transfer of your interest in the insured property;

unless prior written consent has been obtained from us.

CONCEALMENT OR FRAUD

Coverage will be void if you intentionally conceal or misrepresent any material fact relating to this insurance before or after a loss.

DISHONESTY

We will not pay for loss or damage caused by any dishonest act of any **insured**, to whom **your insured property** is entrusted, other than the captain or crew or their employees or representatives.

INTENTIONAL ACTS

We will not pay for bodily injury or property damage which is expected or intended by an **insured**.

BENEFIT TO OTHERS

No person or organization having custody of **your insured property** and being paid for services, shall benefit from this insurance.

RACING

There is no coverage under this policy while your power yacht is participating in or practicing for an organized speed race or speed test.

**WAR AND
RADIOACTIVE
EXCLUSION**

We will not pay for loss due to or as a consequence of:

1. radioactive contamination;
2. discharge of any nuclear weapon (even if accidental);
3. war (declared or undeclared);
4. civil war;
5. insurrection;
6. rebellion or revolution; or
7. seizure or impoundment by governmental authorities.

ABANDONMENT

There can be no abandonment of **your insured property** to us.

GENERAL PROVISIONS

The following general provisions apply to all coverages in this policy.

POLICY PERIOD

This policy applies to loss or damage which occurs during the policy period shown in the Declarations.

CHANGES

This policy contains all the agreements between you and us.

1. No changes may be made unless they are in writing signed by us.
 2. If we revise our Yacht Policy to broaden any coverage, we will interpret outstanding policies as providing the broader coverage.
-

SALVAGE

If we pay a total loss and there is salvage remaining, we have the optional right to recover that salvage to the extent of our payment.

**DUTIES AFTER
AN ACCIDENT
OR LOSS**

You must notify us promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.

You must file an accident report with the proper Police or Coast Guard authority as appropriate.

A person making any claim must:

1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
 2. Agree to be examined under oath at our request.
 3. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
 4. Submit as often as we reasonably require to physical examinations by physicians we select. We will pay for these examinations.
 5. Authorize us to obtain:
-

- a. medical reports, and
 - b. other pertinent records.
6. Submit a proof of loss when required to do so.
 7. Take reasonable steps after loss to protect **your insured property** from further loss. We will pay reasonable expenses incurred to do this up to the limit of Section A in the Declarations.

**TOWING
COVERAGE**

We will provide coverage for waterway towing to the nearest safe port whenever your vessel is disabled.

**PAYMENT
OF LOSS**

Payments of loss will be made within 30 days after either we reach agreement with you, a final judgment is entered in the court, or an arbitration award is filed with us.

INTEREST

In addition to our limit of liability we will pay, on behalf of an **insured**, interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.

**RIGHTS
OF RECOVERY**

You must do everything possible to preserve your rights of recovery after loss. These rights will belong to us up to the amount we have paid for loss.

**LEGAL ACTION
AGAINST US**

1. No one can bring action against us unless the policy provisions have been complied with.
2. No one has the right to join us as a party to any action against an **insured** or bring us into any such action.
3. Suit or action must start within 12 months of the date of loss.

**OTHER
INSURANCE**

If other insurance also covers the loss we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. This provision does not apply to Section D, Medical Payments.

**BANKRUPTCY
OR DEATH**

If you are declared bankrupt, insolvent or if you die, this policy covers your legal representatives during the rest of the policy period.

CANCELLATION

The person named in the Declarations may cancel this policy by returning it to us or by giving us advance written notice of the date cancellation is to take effect.

We may cancel this policy by mailing notice to the person named in the Declarations at the address shown and giving:

1. at least 10 days notice if cancellation is for nonpayment of premium;
2. at least 30 days notice in all other cases.

The cancellation date shown in our notice will be the end of the policy period.

If this policy is cancelled, you may be entitled to a premium refund. Any premium refund will be calculated on a pro rata basis.

SECTION A - COVERAGE FOR DAMAGE TO YOUR YACHT (HULL AND MACHINERY INSURANCE)

INSURING AGREEMENT

We will pay for all physical loss or damage to **your insured property** except as specifically excluded in this policy. Coverage applies whether afloat or on shore.

VALUATION

We will not apply depreciation, except for:

1. sails;
2. protective covers of fabric or similar material;
3. electronic equipment;
4. batteries;
5. outboard motors;
6. tenders; or
7. dinghies.

Our liability for any one loss will not be more than the amount of insurance shown in the Declarations for **yacht** and equipment.

TRANSPORTATION

We continue to cover **your insured property** while it is being transported overland within a 300 mile radius of its home port.

EXCLUSIONS

The following exclusions apply to Section A coverage.

WEAR AND TEAR

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

1. wear and tear;
2. gradual deterioration;
3. weathering;
4. insects;
5. vermin;
6. marine life;
7. inherent vice;
8. mold; or
9. corrosion.

If a covered loss ensues, we will pay only for the ensuing loss.

LATENT DEFECT

We will not pay for repair or replacement of a part in which a latent defect is found.

**ICE OR
FREEZING**

We will not pay for loss or damage caused by or resulting from ice or freezing.

This exclusion does not apply if at the time of the loss the **yacht** is:

1. in Maryland or Virginia East of U.S. Highway #1; or
2. south of a line drawn along the southern boundaries of the States of Virginia, Kentucky, Missouri, Kansas, Colorado and Utah.

**REPAIRS
AND
REPLACEMENT**

Our liability for repaired damage will not be more than the cost to repair or replace in accordance with:

1. shipyard repair practices; or
2. the **yacht** manufacturers' recommended repair specifications.

The amount we will pay for a total loss of the **yacht** shall be reduced by the amount paid for repairs not completed at the time of the total loss.

Refer to the VALUATION clause for items subject to depreciation.

DEDUCTIBLE

We will apply the deductible shown in the Declarations to each adjusted loss.

[The deductible will not apply if there is a total loss of the **yacht**.]

**COLLISION
LIABILITY**

We will pay the amount an **insured** becomes legally obligated to pay for damage to another vessel caused by your **yacht**.

The amount shown in Section A of the Declarations is the most we will pay under this section.

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

**SALVAGE
CHARGES**

We will pay for salvage charges if an **insured** becomes liable. We will pay no more than the amount shown in Section A of the Declarations.

**RETURN
PREMIUMS
FOR LAY-UP**

If your **yacht** is laid up and out of commission for extended periods during the selected navigation period, a premium adjustment can be made at the end of the policy period. Requests for Lay-up return credit must be received in writing no later than 6 months following policy expiration.

To qualify the **yacht** must be insured for a minimum of \$10,000 and the return premium, computed at 2% for each 15-day period, must be at least \$15. This applies only to Section A premium.

SECTION B - LIABILITY COVERAGE (PROTECTION AND INDEMNITY INSURANCE)

INSURING AGREEMENT

We will pay for bodily injury, property damage or pollution damage an **insured** becomes legally obligated to pay because of the ownership, maintenance or use of the **yacht**.

This includes your liability for removal or destruction of **your insured property**.

We will settle or defend, as we see fit, any claim or suit asking for these damages. Our duty to settle or defend ends when the amount we pay for damages equals our Limit of Liability for this coverage.

LIMIT OF LIABILITY

The Limit of Liability shown in the Declarations is the most we will pay under this Section for all claims resulting from an accident or a series of accidents arising out of the same event.

COSTS

We will pay, in addition to the Limit of Liability, all defense costs incurred by us in any suit against the **insured**.

EXCLUSIONS

We do not provide liability coverage for:

1. liability assumed by an **insured** under any contract;
2. the **yacht** while it is on any carrier away from the place of hauling out or launching;
3. injuries when benefits may be provided under any Workers' Compensation Law other than the Federal Longshoremen's and Harbor Workers' Compensation Act;
4. bodily injury or property damage resulting from the ownership, maintenance, use, loading or unloading of any motor vehicle;
5. others to cover their liability to you.
6. fines, penalties, double or treble damages; punitive, exemplary or vindictive damages; or any other type of added damages intended to punish or deter wrongful conduct rather than as compensation for actual damages.

SECTION C - FEDERAL LONGSHOREMEN'S AND HARBOR WORKERS' COMPENSATION INSURANCE

INSURING AGREEMENT

We will pay for any liability an **insured** may incur under the Federal Longshoremen's and Harbor Workers' Act.

We will:

1. comply with the provisions of Public Act #803 and its rules and amendments;
2. comply with the rules and regulations of the United States Department of Labor relating to this act.

Your bankruptcy will not affect this coverage.

SECTION D - MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

We will pay reasonable expenses for:

1. medical;
2. ambulance;
3. hospital;
4. professional nursing; or
5. funeral costs

incurred within three years from the date of an accident causing bodily injury to any person while in, boarding or leaving the **yacht**.

EXCLUSIONS

We will not pay medical expenses for:

1. any person for whom benefits are payable under any Workers' Compensation Act;
 2. any person who is a trespasser;
 3. any person who is an employee of the insured engaged in the maintenance or repair of the **yacht**;
 4. any person injured while the **yacht** is being transported in or on any carrier.
-

LIMIT OF LIABILITY

We will pay no more than the Amount of Insurance shown in the Declarations for each person injured as a result of any one accident or series of accidents arising out of the same event.

SECTION E - PERSONAL EFFECTS COVERAGE

INSURING AGREEMENT

We will pay for loss or damage to personal effects.

This insurance applies when the personal effects are aboard or being loaded or unloaded from the **yacht**.

The sum of \$25 will be deducted from each adjusted loss.

LIMIT OF LIABILITY

We will not pay for more than the ACTUAL CASH VALUE of each item at the time of the loss. We have the option to repair or replace any item with material of like kind and quality. The Limit of Liability for each occurrence is shown in the Declarations.

Loss of jewelry, watches, cameras and furs is limited to \$100 per item in excess of the deductible.

EXCLUSIONS

We will not pay for:

1. any loss to currency, travelers' checks, passports, securities or other valuable papers;
 2. any loss caused by or resulting from:
 - a. wear and tear;
 - b. gradual deterioration;
 - c. weathering;
 - d. insects;
 - e. vermin;
 - f. marine life;
 - g. inherent vice;
 - h. mold; or
 - i. corrosion
 3. theft unless
 - a. occurring in conjunction with theft of the **yacht** or
 - b. there is evidence of either forcible entry or removal.
-

SECTION F - YACHT TRAILER COVERAGE

INSURING AGREEMENT

We will pay for loss or damage to a trailer shown in the Declarations.

DEDUCTIBLE

Each adjusted loss is subject to a \$25 deductible.

EXCLUSIONS

We will not pay for loss or damage resulting from:

1. wear and tear;
 2. gradual deterioration;
 3. latent defects; or
 4. damage resulting from the above.
-

LIMIT OF LIABILITY

The most we will pay will be the lesser of:

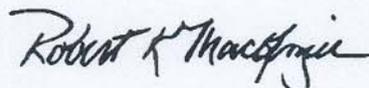
1. the ACTUAL CASH VALUE of the **yacht** trailer;
 2. the cost to repair or replace the **yacht** trailer;
 3. the amount shown in Section F of the Declarations.
-

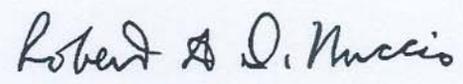
MUTUAL PROVISIONS

This policy is non-assessable. This means your only financial obligation is the premium for your insurance. You shall be entitled to such dividends as may be declared by the board of directors.

By virtue of this policy you are a member of the Amica Mutual Insurance Company and entitled to vote either in person or by proxy at all meetings of the Company. The annual meetings are held at its home office on the second Thursday of February in each year at 9:00 A.M.

This policy is signed on behalf of Amica Mutual Insurance Company by our President and Secretary at Lincoln, Rhode Island, and countersigned on the Declarations by our authorized agent or representative.


Secretary


President

YACHT POLICY

AGREEMENT

We will provide the insurance described in this policy if you pay the premium and comply with all of the terms of this policy.

DEFINITIONS

"We," "us" and "our" mean the Amica Mutual Insurance Company.

"You" and "your" refer to the person named in the Declarations and spouse if a resident of the same household.

Other words and phrases are defined. They are boldfaced when used.

"Your insured property" is defined as:

The **yacht(s)** shown on the Declarations Page, including:

1. spars;
2. sails;
3. machinery;
4. furniture;
5. tenders and dinghies if powered by no more than 10 horsepower;
6. outboard motors;
7. ship's apparel; and
8. other equipment normally required for the operation or maintenance of the **yacht**.

Property not covered;

1. moorings; and
2. personal effects (see SECTION E of this policy).

"**Insured**" is defined as you, a **family member** and any other person or organization using the **yacht** with your permission, free of charge.

This does not include:

1. a paid captain or crew member of the **yacht** or
2. any person or organization operating or employed by a:
 - a. marina;
 - b. boat repair yard;
 - c. shipyard;
 - d. yacht club;
 - e. sales agency;
 - f. boat service station; or
 - g. similar organization.

"**Family Member**" means the following residents of your household:

1. your relatives.
2. any other person under the age of 21 if in the care of any person named above.

"Yacht" is defined as the boat shown in the Declarations.

"Tender" or "dinghy", as limited above, may be substituted for **yacht**.

Under Section B. Liability Coverage, **yacht** also is defined as any other boat not owned and not used on a regular basis by you or a **family member**. Use of the other boat must be without charge, for private pleasure only, and with the owner's permission. If there is other insurance for the non-owned boat this insurance shall apply as excess over the other insurance.

GENERAL LIMITATIONS AND EXCLUSIONS

The following limitations and exclusions apply to all coverages included in this policy.

PRIVATE PLEASURE USE

Coverage will be suspended if **your insured property** is used:

1. for charter or hire;
2. to carry persons or property for a fee or for any commercial use;

unless prior written consent has been obtained from us.

TRANSFER OF INTEREST

Coverage will no longer apply upon:

1. the sale;
2. assignment;
3. transfer of your interest in the insured property;

unless prior written consent has been obtained from us.

CONCEALMENT OR FRAUD

Coverage will be void if you intentionally conceal or misrepresent any material fact relating to this insurance before or after a loss.

DISHONESTY

We will not pay for loss or damage caused by any dishonest act of any **insured**, to whom **your insured property** is entrusted, other than the captain or crew or their employees or representatives.

INTENTIONAL ACTS

We will not pay for bodily injury or property damage which is expected or intended by an **insured**.

BENEFIT TO OTHERS

No person or organization having custody of **your insured property** and being paid for services, shall benefit from this insurance.

RACING

There is no coverage under this policy while your power yacht is participating in or practicing for an organized speed race or speed test.

**WAR AND
RADIOACTIVE
EXCLUSION**

We will not pay for loss due to or as a consequence of:

1. radioactive contamination;
2. discharge of any nuclear weapon (even if accidental);
3. war (declared or undeclared);
4. civil war;
5. insurrection;
6. rebellion or revolution; or
7. seizure or impoundment by governmental authorities.

ABANDONMENT

There can be no abandonment of **your insured property** to us.

GENERAL PROVISIONS

The following general provisions apply to all coverages in this policy.

POLICY PERIOD

This policy applies to loss or damage which occurs during the policy period shown in the Declarations.

CHANGES

This policy contains all the agreements between you and us.

1. No changes may be made unless they are in writing signed by us.
2. If we revise our Yacht Policy to broaden any coverage, we will interpret outstanding policies as providing the broader coverage.

SALVAGE

If we pay a total loss and there is salvage remaining, we have the optional right to recover that salvage to the extent of our payment.

**DUTIES AFTER
AN ACCIDENT
OR LOSS**

You must notify us promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.

You must file an accident report with the proper Police or Coast Guard authority as appropriate.

A person making any claim must:

1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
2. Agree to be examined under oath at our request.
3. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
4. Submit as often as we reasonably require to physical examinations by physicians we select. We will pay for these examinations.
5. Authorize us to obtain:

- a. medical reports, and
 - b. other pertinent records.
6. Submit a proof of loss when required to do so.
 7. Take reasonable steps after loss to protect **your insured property** from further loss. We will pay reasonable expenses incurred to do this up to the limit of Section A in the Declarations.

**TOWING
COVERAGE**

We will provide coverage for waterway towing to the nearest safe port whenever your vessel is disabled.

**PAYMENT
OF LOSS**

Payments of loss will be made within 30 days after either we reach agreement with you, a final judgment is entered in the court, or an arbitration award is filed with us.

INTEREST

In addition to our limit of liability we will pay, on behalf of an **insured**, interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment which does not exceed our limit of liability for this coverage.

**RIGHTS
OF RECOVERY**

You must do everything possible to preserve your rights of recovery after loss. These rights will belong to us up to the amount we have paid for loss.

**LEGAL ACTION
AGAINST US**

1. No one can bring action against us unless the policy provisions have been complied with.
2. No one has the right to join us as a party to any action against an **insured** or bring us into any such action.
3. Suit or action must start within 12 months of the date of loss.

**OTHER
INSURANCE**

If other insurance also covers the loss we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. This provision does not apply to Section D, Medical Payments.

**BANKRUPTCY
OR DEATH**

If you are declared bankrupt, insolvent or if you die, this policy covers your legal representatives during the rest of the policy period.

CANCELLATION

The person named in the Declarations may cancel this policy by returning it to us or by giving us advance written notice of the date cancellation is to take effect.

We may cancel this policy by mailing notice to the person named in the Declarations at the address shown and giving:

1. at least 10 days notice if cancellation is for nonpayment of premium;
2. at least 30 days notice in all other cases.

The cancellation date shown in our notice will be the end of the policy period.

If this policy is cancelled, you may be entitled to a premium refund. Any premium refund will be calculated on a pro rata basis.

SECTION A - COVERAGE FOR DAMAGE TO YOUR YACHT (HULL AND MACHINERY INSURANCE)

INSURING AGREEMENT

We will pay for all physical loss or damage to **your insured property** except as specifically excluded in this policy. Coverage applies whether afloat or on shore.

VALUATION

We will not apply depreciation, except for:

1. sails;
2. protective covers of fabric or similar material;
3. electronic equipment;
4. batteries;
5. outboard motors;
6. tenders; or
7. dinghies.

SPECIMEN COPY

Our liability for any one loss will not be more than the amount of insurance shown in the Declarations for **yacht** and equipment.

TRANSPORTATION

We continue to cover **your insured property** while it is being transported overland within a 300 mile radius of its home port.

EXCLUSIONS

The following exclusions apply to Section A coverage.

WEAR AND TEAR

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

1. wear and tear;
2. gradual deterioration;
3. weathering;
4. insects;
5. vermin;
6. marine life;
7. inherent vice;
8. mold; or
9. corrosion.

If a covered loss ensues, we will pay only for the ensuing loss.

LATENT DEFECT

We will not pay for repair or replacement of a part in which a latent defect is found.

**ICE OR
FREEZING**

We will not pay for loss or damage caused by or resulting from ice or freezing.

This exclusion does not apply if at the time of the loss the **yacht** is:

1. in Maryland or Virginia East of U.S. Highway #1; or
2. south of a line drawn along the southern boundaries of the States of Virginia, Kentucky, Missouri, Kansas, Colorado and Utah.

**REPAIRS
AND
REPLACEMENT**

Our liability for repaired damage will not be more than the cost to repair or replace in accordance with:

1. shipyard repair practices; or
2. the **yacht** manufacturers' recommended repair specifications.

The amount we will pay for a total loss of the **yacht** shall be reduced by the amount paid for repairs not completed at the time of the total loss.

Refer to the VALUATION clause for items subject to depreciation.

DEDUCTIBLE

We will apply the deductible shown in the Declarations to each adjusted loss.

**COLLISION
LIABILITY**

We will pay the amount an **insured** becomes legally obligated to pay for damage to another vessel caused by your **yacht**.

The amount shown in Section A of the Declarations is the most we will pay under this section.

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

**SALVAGE
CHARGES**

We will pay for salvage charges if an **insured** becomes liable. We will pay no more than the amount shown in Section A of the Declarations.

**RETURN
PREMIUMS
FOR LAY-UP**

If your **yacht** is laid up and out of commission for extended periods during the selected navigation period, a premium adjustment can be made at the end of the policy period. Requests for Lay-up return credit must be received in writing no later than 6 months following policy expiration.

To qualify the **yacht** must be insured for a minimum of \$10,000 and the return premium, computed at 2% for each 15-day period, must be at least \$15. This applies only to Section A premium.

SECTION B - LIABILITY COVERAGE (PROTECTION AND INDEMNITY INSURANCE)

INSURING AGREEMENT

We will pay for bodily injury, property damage or pollution damage an **insured** becomes legally obligated to pay because of the ownership, maintenance or use of the **yacht**.

This includes your liability for removal or destruction of **your insured property**.

We will settle or defend, as we see fit, any claim or suit asking for these damages. Our duty to settle or defend ends when the amount we pay for damages equals our Limit of Liability for this coverage.

LIMIT OF LIABILITY

The Limit of Liability shown in the Declarations is the most we will pay under this Section for all claims resulting from an accident or a series of accidents arising out of the same event.

COSTS

We will pay, in addition to the Limit of Liability, all defense costs incurred by us in any suit against the **insured**.

EXCLUSIONS

We do not provide liability coverage for:

1. liability assumed by an **insured** under any contract;
2. the **yacht** while it is on any carrier away from the place of hauling out or launching;
3. injuries when benefits may be provided under any Workers' Compensation Law other than the Federal Longshoremen's and Harbor Workers' Compensation Act;
4. bodily injury or property damage resulting from the ownership, maintenance, use, loading or unloading of any motor vehicle;
5. others to cover their liability to you.
6. fines, penalties, double or treble damages; punitive, exemplary or vindictive damages; or any other type of added damages intended to punish or deter wrongful conduct rather than as compensation for actual damages.

SECTION C - FEDERAL LONGSHOREMEN'S AND HARBOR WORKERS' COMPENSATION INSURANCE

INSURING AGREEMENT

We will pay for any liability an **insured** may incur under the Federal Longshoremen's and Harbor Workers' Act.

We will:

1. comply with the provisions of Public Act #803 and its rules and amendments;
2. comply with the rules and regulations of the United States Department of Labor relating to this act.

Your bankruptcy will not affect this coverage.

SECTION D - MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

We will pay reasonable expenses for:

1. medical;
2. ambulance;
3. hospital;
4. professional nursing; or
5. funeral costs

incurred within three years from the date of an accident causing bodily injury to any person while in, boarding or leaving the **yacht**.

EXCLUSIONS

We will not pay medical expenses for:

1. any person for whom benefits are payable under any Workers' Compensation Act;
 2. any person who is a trespasser;
 3. any person who is an employee of the insured engaged in the maintenance or repair of the **yacht**;
 4. any person injured while the **yacht** is being transported in or on any carrier.
-

LIMIT OF LIABILITY

We will pay no more than the Amount of Insurance shown in the Declarations for each person injured as a result of any one accident or series of accidents arising out of the same event.

SECTION E - PERSONAL EFFECTS COVERAGE

INSURING AGREEMENT

We will pay for loss or damage to personal effects.

This insurance applies when the personal effects are aboard or being loaded or unloaded from the **yacht**.

The sum of \$25 will be deducted from each adjusted loss.

LIMIT OF LIABILITY

We will not pay for more than the ACTUAL CASH VALUE of each item at the time of the loss. We have the option to repair or replace any item with material of like kind and quality. The Limit of Liability for each occurrence is shown in the Declarations.

Loss of jewelry, watches, cameras and furs is limited to \$100 per item in excess of the deductible.

EXCLUSIONS

We will not pay for:

1. any loss to currency, travelers' checks, passports, securities or other valuable papers;
2. any loss caused by or resulting from:
 - a. wear and tear;
 - b. gradual deterioration;
 - c. weathering;
 - d. insects;
 - e. vermin;
 - f. marine life;
 - g. inherent vice;
 - h. mold; or
 - i. corrosion
3. theft unless
 - a. occurring in conjunction with theft of the **yacht** or
 - b. there is evidence of either forcible entry or removal.

SECTION F - YACHT TRAILER COVERAGE

INSURING AGREEMENT

We will pay for loss or damage to a trailer shown in the Declarations.

DEDUCTIBLE

Each adjusted loss is subject to a \$25 deductible.

EXCLUSIONS

We will not pay for loss or damage resulting from:

1. wear and tear;
2. gradual deterioration;
3. latent defects; or
4. damage resulting from the above.

LIMIT OF LIABILITY

The most we will pay will be the lesser of:

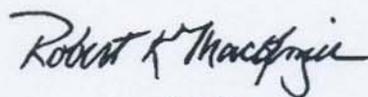
1. the ACTUAL CASH VALUE of the **yacht** trailer;
2. the cost to repair or replace the **yacht** trailer;
3. the amount shown in Section F of the Declarations.

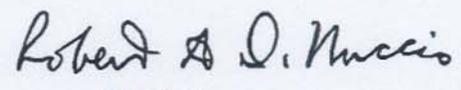
MUTUAL PROVISIONS

This policy is non-assessable. This means your only financial obligation is the premium for your insurance. You shall be entitled to such dividends as may be declared by the board of directors.

By virtue of this policy you are a member of the Amica Mutual Insurance Company and entitled to vote either in person or by proxy at all meetings of the Company. The annual meetings are held at its home office on the second Thursday of February in each year at 9:00 A.M.

This policy is signed on behalf of Amica Mutual Insurance Company by our President and Secretary at Lincoln, Rhode Island, and countersigned on the Declarations by our authorized agent or representative.


Secretary


President

SERFF Tracking Number: *AMMA-125433330* *State:* *Arkansas*
Filing Company: *Amica Mutual Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *AMICA-AR-OM-2008-01*
TOI: *08.0 Ocean Marine* *Sub-TOI:* *08.0000 Ocean Marine*
Product Name: *Ocean Marine*
Project Name/Number: *2008 Policy Revisions/AMICA-AR-OM-2008-01*

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: AMMA-125433330 State: Arkansas
Filing Company: Amica Mutual Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: AMICA-AR-OM-2008-01
TOI: 08.0 Ocean Marine Sub-TOI: 08.0000 Ocean Marine
Product Name: Ocean Marine
Project Name/Number: 2008 Policy Revisions/AMICA-AR-OM-2008-01

Supporting Document Schedules

Satisfied -Name: Amendment of Policy Provisions - Arkansas
Review Status: Approved 01/28/2008

Comments:

Attached is a copy of our previously filed and approved Amendment of Policy Provisions - Arkansas endorsement. This endorsement is attached to all Boat and Yacht policies.

Attachment:

AMENDMENT OF POLICY.pdf

Satisfied -Name: Filing Memorandum
Review Status: Approved 01/28/2008

Comments:

Filing Memorandum

Attachment:

EXPLANATORY MEMORANDUM.pdf

**AMENDMENT
OF POLICY
PROVISIONS -
ARKANSAS
(For use with
Yacht and Boat
Policies)**

DEFINITIONS is amended as follows:

"Boat" is defined as:

1. the **boat** shown in the Declarations; or
2. any **boat** on the date you become the owner.

This provision applies only if you:

- a. acquire the **boat** during the policy period; and
- b. ask us to insured it within 20 days after you become the owner.

GENERAL PROVISIONS is amended as follows:

Rights Of Recovery is replaced by the following:

Rights Of Recovery

You must do everything possible to preserve your rights of recovery after loss. These rights will belong to us up to the amount we have paid for the loss. We shall be entitled to recover only after you have been fully compensated for damages.

Legal Action Against Us is replaced by the following:

Legal Action Against Us

1. No one can bring action against us unless the policy provisions have been complied with.
2. No one has the right to join us as a party to any action against an **insured** or bring us into any such action.
3. Suit or action must start within the time allowed by law.

EXPLANATORY MEMORANDUM

In **Yacht Policy OM080808** the following has been removed from the Deductible section found in SECTION A – COVERAGE FOR DAMAGE TO YOUR YACHT (HULL AND MACHINERY INSURANCE):

"The deductible will not apply if there is a total loss of the **yacht**."

In **Boat Policy OM070807** the following has been removed from the Deductible section found in SECTION I – COVERAGE FOR DAMAGE TO YOUR INSURED PROPERTY:

"The deductible will not apply if there is a total loss of the **boat** and **motor** or **trailer**."