

**AGREEMENT TO PROVIDE SERVICES**

This document is not a policy of insurance.

Agreement # 2004051-LL

This agreement is guaranteed by AICL Management Limited, POB 305498, St. Thomas, USVI 00803. Telephone 284-494-8925, Fax 661-420-8602.

In accordance with your instructions we have effected the following contract on your behalf subject to the following terms and conditions attached.

**Covered Person:**  
Mark & Muriel Spychala  
4 Lakeside Drive  
Bellavista, AR  
72714



**LifeLine**®

**Emergency & Towing Expense Reimbursement Agreement**

<b>Maximum Benefit payable under this contract</b>	\$500 Aggregate	\$50 Deductible
Total annual fee	\$50	All amounts are in US currency

<b>Vessel use warranties:</b>	Private pleasure only
<b>Agreement period:</b>	April 15, 2004 to April 15, 2005
<b>Named Operator Restriction:</b>	None
<b>Special conditions:</b>	Coverage for benefits applies only to the Covered Person and not to any passenger, crew, employee or non-family member of the Covered Person

**Emergency & Towing Expense Reimbursement Agreement**

**AGREEMENT** We will provide the service(s) described in this agreement in return for the annual fee above and compliance with the agreement provisions. If payment of your fee, for any reason, is not honored by your bank or financial institution or your credit/debit/bank card issuer, this agreement is null and void.

**DEFINITIONS** Throughout this document the word "agreement" refers to the Emergency & Towing Expense Reimbursement Agreement issued to you, "you" and "your" refer to the Covered Person shown above. "We," "us" and "our" refer to AICL Management Limited. Certain words in the agreement are defined as follows:

**COVERED PERSON** This means the person or organization shown as Covered Person on this Agreement as an owner of a Yacht or Vessel. It also means you, a Family Member or any other person or organization operating the Yacht or Vessel with your permission, free of charge (unless this agreement is restricted to Named Operator[s], see the definition of Named Operator below). This does not include a paid master or crew member of the Yacht or Vessel or any person or organization (or employee thereof) operating a shipyard, marina, sales agency or similar business unless endorsed thereon. Insurance provided other persons or organizations under any other agreement does not cover their possible liability to you.

**NAMED OPERATOR RESTRICTION: IF INDICATED IN THIS AGREEMENT** this means no benefit is provided under this agreement when the Yacht or Vessel is being operated by anyone other than those listed as Named Operator(s).

**FAMILY MEMBER** This means a person related to you by blood, marriage, or adoption who is a resident of your household for more than 30 days, including a ward or foster child.

**YACHT or VESSEL** This means the Yacht or Vessel and Tender owned or operated by the Covered Person including spars, sails, machinery, fittings and other equipment attached to and a part of the Yacht or Vessel normally used in the operation or maintenance of the Yacht or Vessel. Moorings and cradles are excluded.

**Services Provided and Deductible.** We will indemnify the Covered Person the cost of-

**Emergency Expense Reimbursement** - Coverage up to the Maximum Benefit shown on this Service Agreement for reasonable reimbursement of emergency expenses you incur as a result of an event occurring beyond your primary point of debarkation. The reimbursement of these expenses is limited to temporary, economical lodging and/or transportation in instances wherein continued use and/or habitation of the Yacht or Vessel is impermissible or unsafe. You must have in place valid, collectible insurance on your vessel to be reimbursed for emergency expenses. In the absence of valid collectible insurance you will be reimbursed for emergency expenses on the basis of coverage that would have been in force for the perils insured against under Institute Yacht Clauses. Where repatriation is ordered by a duly licensed physician there is no requirement for pre-existing insurance coverage.

**Emergency Towing Assistance** - Coverage up to the Maximum Benefit shown on this Service Agreement for the reasonable reimbursement of emergency expenses you incur resulting from emergency commercial towing of your Yacht

**IMPORTANT INFORMATION:** By receipt of the agreement and its' endorsements the Covered Person hereby acknowledges ORM Inc., a Florida Corporation &/or ORM International Limited, a Dominican Corporation &/or Offshore Risk Management Limited, &/or Allied Insurance Brokers Limited, BVI Corporations (hereinafter called ORM) is/are an agent(s), intermediary(ies) or Broker(s) and the Covered Person agrees that in the event of a dispute hereunder, ORM Inc. is not a source of indemnity or compensation. This is Page 1 of 2 pages. Version 04.07.11

www.offshorerisk.com

or Vessel while afloat to the nearest place where necessary repairs can be made to it. Included in emergency expenses is the delivery of fuel, batteries and jump starts but products supplied such as fuel, batteries, repair parts and the like are not included in emergency expenses and are not eligible for reimbursement.

Benefits under any section of this agreement shall be in excess of any other valid, collectible insurance or other reimbursement or service agreement, copies of which shall be provided to us or our representative(s) upon our request.

#### DUTIES FOLLOWING AN EVENT THAT MAY GIVE RISE TO A CLAIM FOR PAYMENT OR BENEFITS UNDER THIS SERVICE AGREEMENT

In the event of any accident that might give rise to a claim for payment of benefits under this agreement, any Covered Person or their representative must give immediate notice to us or our authorized intermediary by phone, and in writing, at the address appearing in this agreement, of the details involved as follows:

1. As to how, when and where the event occurred, the property involved, the names and addresses of any persons injured or killed, and the names and addresses of any witnesses.
2. Immediately forward to us any legal papers or notices received in connection with the event.
3. Not assume any obligation, admit any liability or incur any expense for which we may be liable without written permission, except emergency expenses incurred to protect damaged property from further event.
4. Cooperate with us in the investigation, defense, or settlement of any event, and agree to be examined under oath if we so request.
5. Permit us to examine any records needed to verify the event and its amount.
6. Permit us to inspect the damage to the Yacht or Vessel or Vessel, trailer, its equipment, or personal property, before it is disposed of or repaired.
7. Submit a written sworn proof of event within 60 days, unless we waive this requirement in writing.

Failure to comply with these duties may result in the denial of a claim or claims for payment of benefits under this agreement.

#### *Pre-event Arbitration clause*

*Covered Person by accepting the Agreement to Provide Services agrees that the following disclosures are part and parcel of the Pre-dispute Arbitration Clause and are conditions precedent to the issuance of any agreement:*

1. *The parties are hereby waiving their right to seek remedies in Court, including a jury trial.*
2. *Pre-arbitration discovery is generally more limited than and different from Court proceedings.*
3. *The arbitrator's award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.*
4. *Arbitration is final and binding on all parties.*
- A) *Covered Person agrees to submit any and all controversies arising under this Agreement to Provide Services to arbitration. This includes if the Covered Person is entitled to recover at all and if so how much in damages:*
  1. *When party makes a written demand for arbitration. In this event, each party will select an arbitrator. The two arbitrators will select a third arbitrator.*
  2. *Each party will pay the expenses it incurs; and bear the expenses of the third arbitrator equally.*
  3. *No person will bring a putative or certified class action to arbitration.*
  4. *Both parties to agree as to the location of the arbitration, agreement not to be withheld unreasonably. If the parties fail to agree, then arbitration will take place in Miami, Florida, USA, and a decision agreed to by two of the arbitrators will be binding.*
  5. *This arbitration and any coverage or damages will be interpreted in accordance with English Maritime Laws and Customs.*

Signed on behalf of AICL Management Limited this July 11, 2004

*William J. Coates* for AICL Management Limited

Checked by \_\_\_\_\_

**CLAIMS:** Claims must be submitted in writing to AICL Management, POB 305498, PMB 270, St. Thomas, USVI 00803, or by fax to 661-420-8602 or by filing a claim on the internet at [www.offshorerisk.com/claims.htm](http://www.offshorerisk.com/claims.htm). Claims may also be reported in writing to our authorized intermediary Offshore Risk Management, POB 522796, Marathon, FL 33052-2796. Telephone 305-743-7711 or fax 760-875-9772. [www.offshorerisk.com](http://www.offshorerisk.com)