

Sea Stories

Wild Muskrats Attack and Sink Boat *And What You Should Know About Your Boat Insurance*

Just after the Ides of March, a wild and marauding band of muskrats successfully attacked and sank a Bayliner 39 in Portage Bay. Cleverly disguised as musicians playing the monster rodent hit "Muskrat Love," they came aboard through the underwater exhaust ports and unable to find their way to the bar, chewed through the exhaust hose.

All of this might be funny except that even with the very alert efforts of a dock attendant, the vessel sank at the dock. The only thing preventing a

companies in the world however we did manage to get our hands on a couple "Policy Agreements" and most are very clear. Below are some examples copied directly from policies:

1. EXCLUSIONS - We do not provide coverage under Part A: Property Damage Coverage against loss

If you see one of these (Muskrat, photo below) near your boat, you may need one of these (anti-rodent bars, photo right).



complete and total sinking was the fact that the Danforth anchor in the bow roller hooked the dock and held the vessel at a 45° angle until the Seattle Harbor Patrol could get pumps on board.

This is certainly not the first time this has happened around the Pacific Northwest. It has in fact been going on for years; it's just that the muskrats are more active some years than others. This year just happens to be one of those active years as this was at least the second boat sunk in the Lake Union, Portage Bay area this year.

What would you do next? Call your loyal and trustworthy insurance agent of course. Problem solved right? Unfortunately, as always, the devil wasn't just in the exhaust hose, it was in the details of the owner's insurance policy. As this owner unfortunately found out the period at the end of the sentence about vermin damage being excluded was in fact and unfortunately the end of the story. He was now totally liable for all costs and repairs. The next call, of course, went to his lawyers.

As it turns out, not all exclusionary policies are the same. Now we haven't contacted all the insurance

or resulting damage from:

a. wear and tear, gradual deterioration, weathering, insects, mold, **animals or marine life**; however, coverage is provided for accidental damage resulting from zebra mussels, but only applies to engines, generators, and pumps that are attached to the insured vessel;

b. marring, scratching or denting;

c. osmosis or blistering;

d. manufacturer's defects or defects in designs;

e. the cost of replacing or repairing any item having a latent defect that causes damage to your insured property, however, resulting damage would be covered;

f. corrosion, except electrolytic (stray current) corrosion.

2. EXCLUSIONS - The following apply in addition to the GENERAL EXCLUSIONS:

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

1) wear and tear, gradual deterioration, moths, **vermin**, or inherent vice;

2) mechanical or electrical



breakdown, unless caused by lightning; or

3) mysterious disappearance or unexplained loss of any kind.

3. GRADUAL OR SUDDEN LOSS - We do not provide coverage for the presence of wear and tear, marine life, gradual deterioration, electrolysis, lack of maintenance, fiberglass osmosis or blistering, however caused, or any loss caused by wear and tear, **marine life**, gradual deterioration, electrolysis, lack of maintenance, fiberglass osmosis, or blistering.

It was this last one from Premier Marine we found the most interesting. The damage caused by marine life or vermin isn't covered however the consequential property damage resulting from fire, sinking etc etc is.

4. PROPERTY INSURANCE - Insured Perils

You are insured against All Risks of accidental and direct physical tangible loss of or damage to the *Insured Property* from any external cause but subject to the conditions of the policy and excluding the following loss or damage caused by or resulting from:

A) Wear and tear, gradual deterioration, faulty repair or faulty workmanship, marring, scratching, chipping, denting, corrosion, mold, rot, osmosis, blistering, delamination, electrolysis, galvanic

action, or any inherent vice, insects, **vermin or marine life**; however *we will* cover consequential property damage resulting from any fire, sinking, submersion, demasting(sic), collision or stranding.

As we said, we certainly haven't called all the insurance companies in the world so we certainly don't claim to know it all, but if there's one lesson to be learned here it would be to read the entire policy before you sign up or have your lawyer read the agreement before you renew your policy. Most insurance companies won't send you a policy until you've signed up. You can however request a sample policy which you can look over before you sign up. Also, it doesn't do any good to have your lawyer mark up the policy with the changes you want; it's non-negotiable. If you don't like it, move on.

The next step would be that when you haulout, have the team at CSR (206-632-2001) install some of their new, totally custom anti-rodent bars. Some boats have flaps but as we've seen, those devious rodents have a serious set of claws that can easily lift the flaps out of the way. So if you haven't hauled out yet, at least check on the boat regularly over the course of the winter, thump on the exhaust pipes and then fire up those engines while watching to see if anything comes out.