Insurer Beware: The Eleventh Circuit Turns a Blind Eye to Express Captain Warranties Under Florida State Law

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I. INTRODUCTION

Hurricane Irma, one of the worst hurricanes Florida has experienced, made landfall as a Category 4 storm on the morning of September 11, 2017. A ninety-two-foot yacht—*My Lady*—battled this storm and lost, sustaining devastating damage that ultimately resulted in her sinking.[1] In 2014, the owners of *My Lady*, Ocean Reef Charters LLC (Ocean Reef), obtained an insurance policy[2] from Travelers Property Casualty Insurance Company of America (Travelers), which contained two express warranty provisions: a captain warranty and a crew warranty.[3] These provisions required Ocean Reef to maintain a full-time crew and captain for the *My Lady*.[4] When Hurricane Irma hit, *My Lady* was lacking a captain. Accordingly, one of Ocean Reef's representatives, Richard Gollel, contacted the vessel's former captain, Captain Michael McCall, asking him to serve as a temporary captain during the storm.[5] When McCall could not retake the helm, and after much discussion with Travelers regarding moving the vessel, Gollel decided to moor the yacht to the dock behind his home in Florida.[6] During the storm, a mooring pilling came loose, and *My Lady* began to drift. As she drifted, *My Lady* allided with a

1. Travelers Prop. Cas. Co. of Am. v. Ocean Reef Charters LLC, 71 F.4th 894, 897, 2023 AMC 339 (11th Cir. 2023).
2. *Id.* Ocean Reef obtained an insurance policy from Travelers which was valid until October 10, 2015, and then they renewed coverage through 2017.
3. *Id.*
4. *Id.*
5. *Id.* at 899.
6. *Id.* at 900.

nearby concrete seawall, sustained significant damage to her hull, and sank.[7]

After the waves subsided and the destruction was surveyed, *My Lady* was deemed a complete loss, and Ocean Reef filed an insurance claim to recover the policy maximum.[8] Travelers denied coverage and refused to pay out the insurance policy due to Ocean Reef's failure to comply with the warranties in the policy. The United States District Court for the Southern District of Florida granted summary judgment in favor of Travelers.[9] The district court held that federal law applied, and the lack of compliance with the warranty provisions precluded Ocean Reef from recovering.[10] On appeal, the United States Court of Appeals for the Eleventh Circuit reversed, stating instead that Florida law applied rather than federal law due to the lack of "entrenched federal maritime rules" governing captain and crew warranties and remanded the case.[11] The United States Court of Appeals for the Eleventh Circuit further *held* that summary judgment in favor of Ocean Reef was appropriate because Travelers failed to introduce any expert witness testimony to defeat Ocean Reef's evidence that the lack of a full-time captain was not a factor within its control that would increase the potential of loss.[12] Travelers Property Casualty Co. of America v. Ocean Reef Charters LLC, 71 F.4th 894, 897, 2023 AMC 339 (11th Cir. 2023).

II. HISTORICAL BACKGROUND

Warranty provisions in the marine insurance context have a long and complicated jurisprudential history. In the United States, courts have generally agreed that insurance contract disputes are governed by state law. In the maritime context, however, there is a disagreement among courts over whether federal maritime law or state law should apply.

A. The History of Warranty Provisions in Marine Insurance

Prior to 1955, the United States followed English law regarding strict compliance with express contractual provisions in maritime contracts. Courts relied on the Marine Insurance Act of 1906, which stated that, should the insured not comply with the warranty provision, the insured

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7. *Id.*
8. *Id.*
9. *Id.* at 898. Travelers initially brought a declaratory action in the United States District Court for the Western District of New York which was subsequently transferred to the United States District Court for the Southern District of Florida.
10. *Id.* at 898.
11. *Id.*
12. *Id.*

may not recover, *regardless of whether the breach was material*.[13] The United States' reliance on English law changed in 1955 when the Supreme Court of the United States decided that not every term in a marine insurance contract is to be determined by federal maritime law. The question arose in a case in which a houseboat was used to carry passengers despite the insurance provision's explicit stipulation that the boat should be used solely for personal purposes.[14] The Supreme Court determined that, jurisprudentially, express warranties were not covered under federal maritime law. Further, the Court was not prepared to fashion a federal rule, and therefore, the breach of warranties should be determined by state law.[15] The Court justified its decision by emphasizing that insurance has largely been left up to the states and that many in the insurance business rely on the assumption that the regulation of marine insurance is left up to the states.[16] This interpretation has varied according to the type of maritime provision, with few being decided under maritime law due to a lack of existing jurisprudence. Justice Thomas contested this in the recent Supreme Court decision of *Great Lakes Ins. SE v. Raiders Retreat Realty Co*. Justice Thomas stated in his concurrence that the precedent set in *Wilburn Boat* should not apply to a broad range of marine insurance disputes, most notably because the Constitution grants jurisdiction to the federal courts in "all Cases of admiralty and maritime Jurisdiction."[17] He stated that this point is further confirmed by the fact that, for the 150 years before *Wilburn Boat,* marine insurance disputes were decided under maritime law.[18]

B. Entrenched Federal Interests

In determining what law to apply, the court must first identify whether there is an entrenched federal interest.[19] There is no set rule for when an entrenched federal interest is created, though courts have found a federal interest when maritime law has consistently been used to govern maritime actors and their behavior.[20] Federal maritime law leaves room

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13. Marine Insurance Act, 1906, 6 Edw. 7 c. 41, § 33 (UK) (emphasis added).

14. Wilburn Boat Co. v. Fireman's Fund Ins. Co., 348 U.S. 310, 311, 1955 AMC 467 (1955).

15. *Id.* at 316.

16. *Id.* at 317.

17. Great Lakes Ins. SE v. Raiders Retreat Realty Co., 601 U.S. 65, 80, 2024 AMC 63 (2024) (Thomas, J., concurring).

18. *Id.*

19. *See Wilburn Boat Co*., 348 U.S. at 314.

20. 5801 Assocs., Ltd. v. Cont'l Ins. Co., 983 F.2d 662, 665, 1993 AMC 1453 (5th Cir. 1993); *Great Lakes Ins. SE*, 601 U.S. at 70.

for state insurance regulation if there is no established federal maritime principle.[21] Even if a federal interest does not exist, the court may determine that one should be created. Courts may determine that an admiralty rule should be fashioned when the uniformity of admiralty law would be frustrated.[22] Should a court determine not to create a federal interest or a need for uniformity, state law may be applied.[23] When balancing the interests of the state and admiralty law, if the court determines that the effect on admiralty uniformity is minimal, and there is no strong policy underlying admiralty law, state law may be applied.[24] In general, the Supreme Court has refrained from deciding which provisions in a marine insurance contract should be governed by federal maritime law and which should be left up to the states. In the few instances in which the Supreme Court has commented on this issue, it has decided that choice-of-law and seaworthiness provisions should be governed under federal maritime law.[25] The Court has also determined that a navigational warranty is inherently marine in nature because they have been consistently decided under admiralty law in almost every circuit that has considered the issue.[26] Additionally, the United States Court for the Southern District Court of Georgia has held that navigational warranties are a federal interest because boats often operate in many places, and it would undermine uniformity within admiralty law to require insurers to take into account the many different standards of coverage for vessels transiting through multiple jurisdictions.[27] For the majority of these provisions, however—including captain warranties—the Supreme Court has left decisions regarding breaches of warranty provisions up to the states.

C. Conflict of State Law and the General Maritime Law

Ultimately, the Supreme Court determined that it would be difficult enough for Congress to regulate all of marine insurance, let alone for courts to do it on a case-by-case basis.[28] Continuing in its reasoning, the

21. *Great Lakes Ins. SE*, 601 U.S. at 70.

22. *Wilburn Boat Co*., 348 U.S. at 316.

23. Port Lynch, Inc. v. New England Int'l Assurety, Inc., 754 F. Supp. 816, 821-22, 1992 AMC 225 (W.D. Wash. 1991).

24. Steelmet, Inc. v. Caribe Towing Corp., 779 F.2d 1485, 1488, 1986 AMC 1641 (11th Cir. 1986).

25. *Great Lakes Ins. SE*, 601 U.S. at 70; The Caledonia, 157 U.S. 124, 130 (1895).

26. Lexington Ins. Co. v. Cooke's Seafood, 686 F. Supp. 323, 327, 1988 AMC 574 (S.D. Ga. 1987); *Port Lynch, Inc*., 754 F. Supp. at 825.

27. *Lexington*, 686 F. Supp. at 328 & n.7.

28. Wilburn Boat Co. v. Fireman's Fund Ins. Co., 348 U.S. 310, 319, 1955 AMC 467 (1955).

Court refused to adopt the harsh common law doctrine that precludes recovery if the insured fails to comply with any warranty provision.[29] Depending on which state's law applies, however, the outcomes in breach of warranty claims will differ. Some circuits still follow the common law approach that precludes an insured's ability to recover due to any breach of a warranty, whether it was a material breach or not. Louisiana, New York, and Hawaii are examples.[30] Other states, such as Washington and Florida, allow the insured to recover only when the breach of the warranty did not cause or materially contribute to the loss.[31] New York's insurance law states that a breach of warranty does not preclude recovery unless it is a material breach, but this does not apply to marine insurance.[32] The United States District Court for the Southern District of New York further established that marine insurance warranty provisions must be followed.[33]

This can be contrasted with Florida's anti-technical statute, which expressly states that a breach of a warranty provision cannot be used to preclude recovery "unless such breach or violation increased the hazard by any means within the control of the insured."[34] The Court of Appeal of Florida, Fourth District, emphasized that this statute can only apply when there is no established rule releasing an insurer from liability for breach of the warranty.[35]

The Fifth District Court of Appeals for Florida further clarified that Florida's anti-technical statute was designed to prevent insurers from circumventing liability.[36] The anti-technical statute is intended to dissuade insurance providers from gaming the system. For example, the statute is designed to prevent insurers from collecting insurance premiums from insureds whom they know are in breach of a warranty provision, while the insurer knows that they may deny recovery for *any* loss because the insured is in breach of a warranty provision.

29. *Id.* at 320.

30. *See, e.g.*, Jarvis Towing & Transp. Corp. v. Aetna Ins. Co., 298 N.Y. 280, 282, 1949 AMC 108 (1948); N.Y. Marine & Gen. Ins. Co. v. Gulf Marine Towing, Inc., Civ. A. Nos. 92-216, 1993 WL 408374, at *2, 1994 AMC 976 (E.D. La. Oct. 6, 1993); Yu v. Albany Ins. Co., 281 F.3d 803, 809, 2002 AMC 660 (9th Cir. 2002).

31. *See, e.g.*, Ins. Co. of N. Am. v. San Juan Excursions, Inc., No. 05-2017, 2006 WL 2635635, at *4, 2006 AMC 2758 (W.D. Wash. Sep. 12, 2006); Travelers Prop. Cas. Co. of Am. v. Ocean Reef Charters LLC, 71 F.4th 894, 906, 2023 AMC 339 (11th Cir. 2023).

32. N.Y. INS. LAW § 3106 (McKinney).

33. Red Top Brewing Co. v. Mazzotti, 107 F. Supp. 921, 923, 1952 AMC 1778 (S.D.N.Y. 1952).

34. FLA. STAT. ANN. § 627.409(2) (West).

35. Aetna Ins. Co. v. Dudney, 595 So. 2d 238, 239 (Fla. Dist. Ct. App. 1992).

36. Pickett v. Woods, 404 So. 2d 1152, 1153 (Fla. Dist. Ct. App. 1981).

The district and appellate court jurisprudence regarding which warranty provisions should be regulated under federal maritime law and which should be left to states' discretion also varies widely. In many cases, courts have found that a navigational warranty should be regulated under federal maritime law due to a critical marine issue that affects the risk to be taken by the insurer.[37] The United States District Court for the Western District of Washington has held that navigational warranties should be governed under maritime law because varying standards established under state law would undermine the uniformity essential to maritime law, as vessels often operate across multiple states and jurisdictions.[38]

As recently as 2021, the issue of a captain and crew warranty was discussed in a Florida court. Although the court relied on the reasoning from *Wilburn Boat* and found that there was no entrenched federal interest to uphold *all* provisions in a marine insurance contract, it also found that, under federal law, Florida law, or the law of the state where the policy was written, a contract should be construed pursuant to the meaning of its plain language.[39] As recently as 2023, the Eleventh Circuit discussed the application and breach of an express captain warranty.[40] In that case, the insureds failed to employ a full-time captain, and the yacht was destroyed during a hurricane. The insured, Serendipity At Sea, LLC (Serendipity), did not present expert witness testimony about what would have happened had it employed a full-time captain during the storm. Serendipity's insurer, however, did present an expert witness to establish what would have happened if a captain had been on board.[41] The insurer presented an expert witness to establish what would have happened, and the court found that it was a question for the jury.[42] The court determined that Serendipity had presented enough evidence through its statement of material facts, news articles, and weather reports to create an issue of fact for the jury at trial.[43]

Under Florida's anti-technical statute, the breach must directly relate to the accident that caused the claimed damage, and the insured must show that, had they complied with the warranty, it would not have

37. Port Lynch, Inc. v. New England Int'l Assurety, Inc., 754 F. Supp. 816, 824, 1992 AMC 225 (W.D. Wash. 1991); *Aetna*, 595 So. 2d at 239.

38. *Port Lynch*, 754 F. Supp. at 825.

39. Hanover Ins. Co. v. J&S Promotions, LLC, No. 19-CV-835, 2021 WL 2661107, at *8 (M.D. Fla. June 29, 2021).

40. Serendipity at Sea, LLC v. Underwriters at Lloyd's of London Subscribing to Policy No. 187581, 56 F.4th 1280, 1281-82, 2023 AMC 31 (11th Cir. 2023).

41. *Id.*

42. *Id.* at 1290.

43. *Id.*

changed the outcome.[44] According to Rules 701 and 702 of the Federal Rules of Evidence, only expert witnesses may assess hypothetical situations.[45] "A critical distinction between Rule 701 and Rule 702 testimony is that an expert witness 'must possess some specialized knowledge or skill or education that is not in the possession of the jurors.'"[46] The Supreme Court has further defined this rule to establish that only expert witnesses may answer hypothetical questions under the reasoning that, even though they may or may not have seen the situation, they could make educated assumptions based on their knowledge from their experience in the field.[47]

III. COURT'S DECISION

In the noted case, the United States Court of Appeals for the Eleventh Circuit affirmed the trial court's granting of summary judgment due to Travelers' failure to provide an expert witness to establish the hypothetical situation of what would have happened had Ocean Reef complied with the express captain warranty provision.[48] The court further affirmed the finding that there were no entrenched federal maritime rules dictating the application of express captain and crew warranty provisions. Therefore, under *Wilburn Boat*, Florida law must be applied—specifically, Florida's anti-technical statute.[49] To reach this conclusion, the court rejected Travelers' first argument that it need not show Ocean Reef's noncompliance with the express warranty provision. Specifically, Ocean Reef asserted that the "lack of a full-time captain *generally* makes vessels more susceptible to damage from hurricanes."[50] Travelers then argued that it did not need an expert witness to show that the lack of a full-time captain, and subsequently, the violation of the warranty provision, "increased the hazard to the *My Lady*" by using lay testimony. Travelers further argued that the court should have allowed their witness, Captain Joseph Ahlstrom, to be used as an expert under a motion to add or

44. *Id.*
45. *See* FED. R. EVID. 701-702.
46. Certain Underwriters at Lloyd's v. Sinkovich, 232 F.3d 200, 203, 2001 AMC 1054 (4th Cir. 2000) (citing KENNETH REDDEN & STEPHEN SALTZBURG, FEDERAL RULES OF EVIDENCE MANUAL 225 (1975)).
47. Daubert v. Merrell Dow Pharm., Inc., 509 U.S. 579, 592 (1993).
48. Travelers Prop. Cas. Co. of Am. v. Ocean Reef Charters LLC, 71 F.4th 894, 908, 2023 AMC 339 (11th Cir. 2023).
49. *Id.* at 898.
50. *Id.* at 904.

substitute an expert, which the court denied because this was not presented during trial.[51]

First, the court explained the rule of Florida's anti-technical statute and how it applies to this case. It defined this rule using *Pickett* and *Serendipity at Sea*. In *Pickett*, the court established that the at-issue crash was not the result of a malfunction that an airworthiness certificate would have prevented, but rather pilot error. Subsequently, the lack of the certificate did not contribute to this specific accident. The court went even further to establish that the rule cannot be construed to allow insurers to collect premiums when they know that they may deny recovery due to lack of compliance with a warranty provision. Additionally, the court relied on their previous ruling in *Serendipity at Sea*, dealing with a failure to comport with a full-time captain provision and a hurricane. The court stated that, although expert witness testimony was uncontested by the insured, there was a genuine factual dispute due to the insured's showing that the hurricane was unpredictable; this undermined the expert's testimony. This court established the rule that to "meet its burden under Florida's anti-technical statute, the insured must show that, under the circumstances of the specific accident at issue, the breach of the warranty had some material effect on the loss."[52]

The court further defined what Travelers must have proved to establish this claim. Travelers had to show that the situation would have been different had Ocean Reef complied with the warranty provision and employed a full-time captain. The Eleventh Circuit stated that this case is "exactly the kind of issue that requires expert testimony" to establish the effect of Ocean Reef's failure to comply with warranty provisions on the situation.[53] Relying on Rule 701 of the Federal Rules of Evidence, the court determined that a "lay witness can only speak to what he in fact observed" and cannot answer hypothetical questions.[54] The court rejected the argument made by Travelers to establish a "hybrid fact-expert witness" because, although a lay witness may be qualified to testify as an expert, that does not allow parties to sidestep disclosure requirements for expert witnesses.[55] In this case, neither party disclosed the former captain, Captain McCall, as an expert witness. Travelers could only use his testimony to establish what he observed, not what an expert witness may

51. *Id.* at 908.
52. *Id.* at 906.
53. *Id.*
54. *Id.*
55. *Id.* at 907.

establish. Specifically, an expert witness was needed to establish what a captain hypothetically would have done under the same conditions.[56]

The court quashed Travelers' final argument by establishing that the district court did not abuse its discretion in refusing to use the report by Travelers' witness, Captain Ahlstrom, to defeat summary judgment.[57] Ultimately, the court determined that it can only reverse a decision by the district court when the decision is "clearly erroneous," and in this case, the district court acted within its purview. In fact, the district court could not have redesignated Captain Ahlstrom as an expert witness because Travelers did not file a motion to do so.[58] Further, the court did not have the leeway to substitute its own judgment when the appellants had failed to designate Captain Ahlstrom as a case-in-chief expert.[59]

IV. ANALYSIS

Decisions such as this one create an inconsistency in jurisprudence and create a lack of uniformity in maritime law. Even though this case was decided correctly according to the law as it stands now and the choice of law analysis utilized by the court, the court's decision in this case creates a confusing precedent. This precedent allows insureds to deliberately disobey warranty provisions but potentially still recover under their insurance policy, depending on *where* the accident occurred. In this case, since the accident occurred in Florida, Ocean Reef was able to recover under the insurance policy. In contrast, it would not have been able to recover under federal maritime law or the law of New York, where Ocean Reef's office is located. Furthermore, this court increased the burden of proof required to enforce express captain warranties by applying Florida law, specifically, the anti-technical statute. The application of this statute requires insurance providers to prove by expert witness testimony that the breach of the warranty provision had a material effect on the loss.[60]

This decision requires insurers to meet a higher burden to recover under Florida law. In New York and similar jurisdictions, evidence of an insured's failure to comply with express warranty provisions, including captain warranties, is enough to preclude recovery.[61] In this decision,

56. *Id.* at 908.
57. *Id.* at 909.
58. *Id.*
59. *Id.*
60. *Id.* at 898.
61. N.Y. INS. LAW § 3106 (McKinney). *See also* Yu v. Albany Ins. Co., 281 F.3d 803, 810, 2002 AMC 660 (9th Cir. 2002) (explaining that in Hawaii, the breach of a captain warranty

however, the application of Florida's anti-technical statute requires insurers to provide expert testimony to show what might have been.[62] In this scenario, insurers now must meet a higher standard than what is required in most other states and under federal maritime rules.

The Eleventh Circuit decided a case with similar facts in 2023. In that case, it was the insurer who presented an expert witness to establish a hypothetical situation of what may have happened, but the insured did not present any rebuttal expert evidence. Instead, the insured relied only on lay witness testimony and other factual evidence to rebut the insurer's expert. The court held that, despite the insured's failure to produce expert testimony, the evidence presented was sufficient to create a question of fact for the jury.[63]

The facts of the noted case are similar, but it was instead the insured that produced an expert witness.[64] Though lacking an expert, Travelers produced some evidence to rebut the idea that the lack of a captain did materially contribute to the loss, but the court decided that this was not sufficient and granted summary judgment in favor of Ocean Reef.[65] These cases were decided in the same circuit, with very similar facts, yet produced different outcomes. Specifically, the court's application and interpretation of Florida's anti-technical statute results in a higher bar for insurers to be able to enforce express warranty provisions—provisions that both parties, presumably sophisticated parties, agreed to at the commencement of the insurance policy.

Travelers still may have been able to deny coverage, or at least defeat a motion for summary judgment, under Florida law but for the fact that it failed to introduce expert witness testimony. If Travelers' witness, Captain Ahlstrom, had been introduced as an expert and could have speculated as to whether the breach of the captain warranty contributed to the loss, this case could have had a completely different outcome.

This case highlights the need for a uniform standard for captain warranties in marine insurance contracts to help provide stability and uniformity under federal maritime law. As Justice Thomas stated, the decision in *Wilburn Boat* fails to acknowledge the importance of

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would preclude recovery, regardless of whether or not it was a cause of the loss). *See also* Lloyd's of London v. Pagan-Sanchez, 539 F.3d 19, 25-26, 2008 AMC 1990 (1st Cir. 2008) (explaining that Puerto Rico did not have a statute or case law that allowed insureds to recover after breaching a warranty, material or otherwise).

62. *Travelers*, 71 F.4th at 904.

63. Serendipity at Sea, LLC v. Underwriters at Lloyd's of London Subscribing to Policy No. 187581, 56 F.4th 1280, 1290, 2023 AMC 31 (11th Cir. 2023).

64. *Travelers*, 71 F.4th at 902.

65. *Id.*

uniformity in admiralty law.[66] This is further exacerbated by the fact that different warranties have different standards. For example, courts have repeatedly held that navigational warranties are governed by federal maritime law, but the noted case decided a captain warranty under state law.[67] Under the framework established by the Eleventh Circuit, the purpose of the captain warranty is to ensure that a qualified individual is in charge of the vessel in order to best determine its safety.[68] The captain is best able to decide where to moor the vessel, determine the safest conditions for it, and fulfill the normal obligations of captaining a yacht. The United States Court of Appeals for the Ninth Circuit also recently contemplated this same issue and decided that it is reasonable to apply strict captain warranties, because, like navigational warranties, this would allow the insurer to accurately calculate risk for the vessel.[69] Treating these warranties differently puts the insurer at a significant disadvantage due to the uncertainty surrounding what law will apply, what provisions could be interpreted differently, and what defenses they must establish. Marine insurers will have to become experts in every state's insurance law. A point worth noting is that even though England has updated its maritime laws as recently as 2015, the provision of strict compliance with express warranties remains, albeit with a few carve-outs. These carve-outs allow for the non-application of the warranty only when the circumstances have changed, a pause in—instead of a termination of—coverage that allows for the breach to be remedied, or the ability for the insurer to waive the breach of warranty.[70] Carve outs like this create a bright line rule regarding when breach of express warranties will deny coverage and when they will not—creating certainty for insurers as well as the insured.

V. CONCLUSION

It is no great mystery that boats move, often in and out of different jurisdictions; it is what they are designed to do. However, the lack of controlling federal principles, especially for captain warranties—which could mean the difference between the destruction and survival of a

66. Great Lakes Ins. SE v. Raiders Retreat Realty Co., 601 U.S. 65, 83, 2024 AMC 63 (2024) (Thomas, J., concurring).

67. Port Lynch, Inc. v. New England Int'l Assurety, Inc., 754 F. Supp. 816, 823, 1992 AMC 225 (W.D. Wash. 1991); *Travelers*, 71 F.4th at 901.

68. *Serendipity*, 56 F.4th at 1286.

69. Yu v. Albany Ins. Co., 281 F.3d 803, 810, 2002 AMC 660 (9th Cir. 2002) (explaining that both captain and navigational warranties allow the insurer to accurately calculate risk).

70. Insurance Act 2015, c. 4, § 10 (UK).

vessel—may cause insurers to hesitate. When an insurer cannot be certain what laws will govern, it is unlikely that they could accurately assess and prevent risks, especially when express provisions written directly into the contract may not even be enforceable against the insured. In the best-case scenario, this lack of consistency may cause insurers to write more detailed or complicated insurance contracts. In the worst-case scenario, this uncertainty could cause insurers to raise premiums or even withhold coverage altogether if the risk is too significant.

Undoubtedly, it would be a monumental task to ask Congress to regulate all provisions in marine contracts through federal law. However, courts should consider recognizing that there is a federal interest in uniformity for certain provisions, especially a captain warranty, which could be seen as maritime in nature, per the understanding that boats move under the direction of a captain. By courts' recognition of this federal interest, it is more likely that insurers would continue to include captain warranties in marine insurance contracts. This would foster confidence on behalf of insurers when underwriting vessels due to the assurance that the vessel will be captained by a professional and safeguarded by expertise. Crucially, this confidence in the uniformity of admiralty law regarding marine insurance provisions would allow insurers to more accurately predict risk, offer more coverage, and lower premiums.[71]

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71. *See Port Lynch*, 754 F. Supp. at 820.

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