

# Yachtinsure

# Policy Wording

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YACHTINSURE

[www.yachtinsure.uk.com](http://www.yachtinsure.uk.com)

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## Section A: Insuring Agreement

This is a legally binding contract of insurance between you, the policy holder and us, participating Underwriters, and incorporates in full the information provided in the signed application form and any other supplemental information submitted to us at the time of application.

In consideration of the payment of the Policy Premium advised in our insuring agreement declaration page, we will provide the coverage described in this insuring agreement and any relevant endorsements during the period of insurance.

## Section B: Definitions

- 1) **"You and your"** mean the person or persons named as the insured on the declaration page.
- 2) **"We, us and our"** mean the insurers named on the declaration page or accompanying schedule of insurers.
- 3) **"Family"** means any person related to **you** by blood, marriage or adoption, including foster children.
- 4) **"Divers"** means any person using underwater artificial breathing apparatus, and/or submersible mechanical or electrical devices including, but not limited to, submarines, diving bells and/or dive suits.
- 5) **"Insured vessel"** means the vessel described on the declaration page, including **machinery**, electrical equipment, sails, masts, spars, rigging, furniture, and all other equipment normally required for the operation and maintenance of the vessel and which would normally be sold with the vessel.
- 6) **"Trailer"** refers to the **insured vessel's trailer**, which is used exclusively for that purpose.
- 7) **"Personal property"** means property purchased and owned by **you** and any member of **your family**, provided that such property is situated on the vessel insured hereunder at the time of the loss, excluding any item that is deemed a part of the **insured vessel** as defined in (5) above.
- 8) **"Navigational limits"** means all waters as limited and shown on the declaration page unless amended by endorsement.
- 9) **"Salvage charges"** means those reasonable charges and expenses which may be incurred by **you** if necessary, to prevent or minimise damage, injury or loss of life and with our permission, to prevent or minimise any further loss or damage covered by the Hull Section of this insuring agreement.
- 10) **"Deductible"** is the first amount of any claim, which must be paid by **you**. If a **deductible** is applicable to any section afforded by this insuring agreement, the amount will be shown in the declaration page and this amount shall be deducted from the amount payable on each claim.
- 11) **"Bodily injury/property damage"** means actual **Bodily injury**, or damage to property which occurs during the period of this insuring agreement arising from the ownership of or use of the **insured vessel**.
- 12) **"Medical expenses"** means the reasonable charges for medical care; surgery; diagnostic testing; ambulance services; hospital care; professional nursing services; prosthetic devices; prescription drugs; first aid at the time of accident; and funeral services
- 13) **"Seaworthy"** means fit for the **insured vessel's** intended purpose and applies not only to the physical condition of the vessel's hull, but also to all its parts, equipment and gear and includes the responsibility of assigning an adequate crew. For an **insured vessel** to be **seaworthy**, it and its crew must be reasonably proper, fit, able and suitable for its intended use.
- 14) **"Machinery"** defined as being generators, outboard motors, engines, gearboxes or transmissions, V-drives, propellers and shafts, plumbing, wiring and associated apparatus operated in connection with the vessel's propulsion

- 15) **"Sinking"** means when the **insured vessel** has sunk as far as is physically possible for the vessel to sink, and is totally submerged under water.
- 16) **"Race or speed trial"** means any event involving speed and/or of a competitive nature, whether sanctioned or not, formal or informal including, but not limited to, regattas and or rallies. "Preparing for a race or speed trial," means any navigation of the vessel necessary to ensure eligibility of either **you** or the **insured vessel** to participate in a **race or speed trial**. This definition also includes stunt activity.
- 17) **"Named windstorm"** is damage relating to or resulting from a **named windstorm** where named by any governmental authority or agency or any numbered **tropical weather pattern** where named by any governmental authority or agency from the time the **"named windstorm"** or "numbered **tropical weather pattern**" impacts the area and until 72 hours later.
- 18) **"Named windstorm"** or **"Tropical weather pattern"** is an area encompassed by a circle of radius not exceeding 150 nautical miles from the path of the storm's forward travel.
- 19) **"Constructive Total Loss"** means where **we** determine that either the reasonable cost of repairs exceed the sum insured, or where the net value being the sum insured, less than the residual value of the **insured vessel**, is exceeded by or in our opinion is likely to be exceeded by the reasonable cost of repairs.
- 20) **"Actual cash value"** means the cost to repair or replace property using materials of like kind and quality, to the extent practical.
- 21) **"Agreed value"** means the sum insured under Section A of the insuring agreement declaration page or any endorsement to same.
- 22) **"Combined single limit" (CSL)** means the maximum amount **we** will pay towards any sum or sums that **you** become legally liable to pay as a result of any one accident or occurrence arising from ownership or covered operation of the **insured vessel**. The maximum amount **we** will pay is limited to the amount shown as the **combined Single Limit (CSL)** regardless of the number of claims and/or claimants arising from one accident, occurrence or single event. All liability limits shown under sections E, G and H on the insuring agreement declaration fall under the **combined single limit (CSL)**.
- 23) **"Piracy, pirates or assailing thieves"** means an act of robbery on the high seas and/or in a port and/or at mooring and/or at anchor or any act resembling such a robbery.
- 24) **"Named Operator"** means the person(s) at the helm of the **insured vessel** in control of the steering mechanism(s) and/or the throttle controls if applicable.
- 25) Words of masculine gender are deemed to encompass the female gender and vice versa. Words in the singular are deemed to encompass the plural and vice versa

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## Section C: Policy Terms and Conditions

The following terms and conditions apply to all sections and coverages provided by this Yacht policy:

- 1) **POLICY PERIOD:** This policy applies only to a covered loss, occurrence or event during the policy period as notified on the Declaration.
- 2) **MISREPRESENTATION, CONCEALMENT OR FRAUD:** The entire policy will be **VOID** if, in connection with **your** insurance application, whether before or after a loss, occurrence or event, any named insured or operator has:
  - 2.1 Misrepresented or failed to disclose any material fact or circumstance or made any false statement related to this insurance:
  - OR
  - 2.2 Engaged in fraudulent conduct
- 3) **CHANGES IN POLICY:** This policy contains all of the agreements between **you** and us. The terms may not be changed or waived except by endorsement both agreed and issued by us.
- 4) **NAVIGATION:** **You** expressly warrant that **your** yacht and/or vessel and/or tender and/or dinghy will be confined to the navigational territory as shown on the Declaration. This warranty applies to all insureds/operators.
- 5) Coverage will not apply during any period in which **your** yacht and/or vessel and/or tender and/or dinghy are outside of the named navigational territory as shown on the Declaration unless prior written consent and agreement has been obtained by us. Please be aware that an Additional Premium may become payable for this extension of coverage.
- 6) **OTHER INSURANCE:** If at the time of loss, there is any other applicable and valid insurance, any insurance provided by this policy will be deemed excess over any other valid and collectable insurance.
- 7) **SUBMISSION OF CLAIM:** **We** will not pay for any claim presented after one year from the date of loss or date on which the damage occurred.
- 8) If ownership or beneficial ownership of the **insured vessel** listed on the policy declaration is transferred to a third party, the policy automatically cancels effective on the date and time of transfer and pro-rata return premium will be allowed subject to Yachtinsure cancellation terms.

## Section C: Exclusions

The following exclusions apply to all sections and coverages provided by this Yacht policy:

**INTENTIONAL DAMAGE OR INJURY:** Coverage will not apply for any loss, damage, injury or loss of life which is intentionally caused by any covered person, regardless of whether or not such person is convicted of such act by a criminal court.

**DISHONEST OR ILLEGAL ACTS:** Coverage will not apply for any loss, damage, illness or expense that occurs while any insured/operator is engaged in any dishonest or illegal act, regardless of whether such person is convicted of such act by a criminal court.

## Section D: Hull and Machinery

- 1) If a sum insured is shown for Hull in the insuring agreement Declaration page, **we** will provide coverage for accidental physical loss of, or damage to the **insured vessel**, which occurs during the period of this insuring agreement and within the limits set out in the declaration page, subject to the insuring agreement provisions, terms and conditions, and exclusions herein.
- 2) Reasonable expenses incurred by **you** in attempting to avert or minimise a loss, whilst the **insured vessel** is in immediate peril, covered by this insuring agreement will be paid by us whether successful or not. These will be paid in addition to the sum insured under the Hull section and Personal Property section however **we** would pay a maximum of 80% of such expenses.
- 3) **We** will pay **salvage charges** incurred by **you** in furtherance of "**your** duties in the event of a loss" as occasioned by a peril covered by this insuring agreement, up to the limit of the sum insured under the Hull section of this insuring agreement.
- 4) In the event that there is no sum insured shown under the Protection and Indemnity section of the insuring agreement declaration page, and if the **insured vessel** collides with any other vessel and, **you**, in consequence thereof, become legally liable to pay, by way of damages to any other person or persons, an amount not exceeding the **agreed value** of the **insured vessel**, **we** will reimburse **you** for the amount paid, up to the **agreed value** shown under the hull section of the insuring agreement declaration page
  - 4.1 In no case shall the foregoing clause extend to cover any amount **you** may become legally liable to pay in respect of removal of obstructions under statutory powers or for injury or damages to harbors, wharves, piers, stages or similar structures consequent on such collisions, or in respect of the cargo or engagements of the **insured vessel** or for loss of life or personal injury
- 5 If both vessels are to blame, then, unless the liability of the owners of one or both vessels becomes limited by law, claims under this section shall be settled on the principles of cross liabilities, as if the owners of each vessel had been compelled to pay the owners of the other vessel(s) such as one half or other proportion of the latter's damages as may have been properly allowed in ascertaining the amount payable by or to **you** in consequence of such a collision.
  - 5.1 This principle shall apply in cases where both vessels are owned in part or in whole by **you** and all questions of responsibility and amount of liability between two vessels shall be left to a single Arbitrator.
- 6 Commercial Towing and Assistance: **We** will pay up to the amount of Commercial Towing and Assistance Limit shown on the Declarations Page for the following reasonable costs **you** incur if **your** yacht is disabled from a cause other than a covered loss:
  - 6.1 Towing to the nearest facility where proper repairs can be made;
  - 6.2 Emergency labor at the breakdown site; and
  - 6.3 The delivery of fuel, oil, battery, or repair parts (excluding payment for the cost of these items).

This coverage is in excess of other collectable insurance and not subject to a deductible unless otherwise stated on the declaration page.
- 7 **We** will pay for loss of or damage to **your** yacht while assisting another vessel, which is not owned by **you** or listed on the Declarations Page, which is in imminent danger. **We** will also pay up to \$10,000, unless a different amount is listed on the Declarations Page, for loss of or damage to another vessel while such vessel is assisting **your** yacht while **your** yacht is in imminent danger. **We** will not pay for such loss or damage if **you** or another vessel charge a fee for such assistance. This coverage is not subject to a **deductible**.
- 8 If **your** yacht is hijacked and/or **you** are kidnapped while aboard the yacht, **we** will pay for the necessary professional negotiation expenses towards the return of **your** yacht or **you**, but only when such expenses are incurred within twenty one (21) days from the hijack or kidnap. The most **we** will pay in any one occurrence for this coverage is \$10,000, unless a different amount is listed on the Declarations Page. This coverage is not subject to a **deductible**.

- 9 In the event the yacht suffers a loss or damage under this policy within ten (10) days before the start of a fishing tournament and the loss or damage renders the yacht inoperable for the tournament, **we** will reimburse **you** for any entry fees that are not refunded up to an amount of \$10,000 unless a different amount is listed on the insuring agreement declaration page.
- 10 While the **insured vessel** is afloat, theft coverage shall exclude theft or mysterious disappearance of equipment or personal property unless occurring in conjunction with theft of the entire vessel or unless there is visible evidence of forcible entry and/or removal; made by tools, explosives, electricity or chemicals.
- 11 Whilst on land, theft coverage is restricted to theft of the entire vessel from a locked garage, locked storage building, secured and patrolled marina, or from such other agreed storage place Yachtinsure underwriters have approved in writing. Mysterious disappearance is excluded absolutely.
- 12 While the **insured vessel** is stored on a **trailer**, coverage is restricted to theft of the entire vessel including equipment from a locked garage, locked storage building, or secured and patrolled marina, or a locked fenced enclosure. If secured to a vehicle the **trailer** must be secured with a **trailer** ball lock.
- 13 It is understood and agreed that this insuring agreement does not cover loss or damage caused by the theft of **your** vessel and/or equipment while stored on a **trailer** unless occasioned by person or persons making forced entry into the locked fenced enclosure, garage or building and by destruction of the ball lock. Theft must be accompanied by actual force and/or violence of which there shall be visible marks made by tools, explosives, electricity or chemicals.
- 14 The **deductible** shown on the insuring agreement declaration page shall apply to each claim under the insuring agreement, including claims for actual and/or **constructive total loss** of the **insured vessel** and claims for expenses incurred in attempting to avoid or minimise a loss covered by the insuring agreement. Motor vessels, subject to theft of the entire vessel, without a GPS Tracker are subject to a 5% hull **deductible**, in the occurrence the standard hull **deductible** is higher than 5% then the largest hull **deductible** will apply.
- 15 Loss or damage to the vessel arising from a **Named windstorm** or a Numbered **Tropical weather pattern**, as defined by the National Hurricane Center or the National Oceanic and Atmospheric Administration (NOAA), shall be subject to a **deductible** notified on the insuring agreement declaration page. This shall apply to all claims, including actual and/or **Constructive total loss** of the **insured vessel** and will apply to Hull and **Machinery** and Tender claims only.
- 16 Coverage for named and/or **numbered windstorms** is excluded absolutely until a satisfactory hurricane preparation plan has been seen and agreed by underwriters. Excluding all active named and/or numbered storms, on or before the date the hurricane plan is presented to underwriters.
- 17 Loss or damage to the vessel relating to/or resulting from Lightning strikes shall be subject to the lightning strike **deductible** notified on the insuring agreement declaration page and shall apply to all claims including actual and/or **constructive total loss** of the **insured vessel**.

## Section D: Exclusions

The following exclusions apply and coverage is not provided under insuring agreement:

- 1) Losses caused by or due to: wear and tear, gradual deterioration, corrosion, lack of maintenance, inherent vice, weathering, insects, mould, animal and marine life, wet or dry rot.
- 2) Osmosis, blistering or electrolysis.
- 3) Manufacturing defects or design defects, but not limited to latent defects regarding any item of equipment of an **insured vessel**.
- 4) Unrepaired damage claims if the **insured vessel** is subsequently deemed by us an actual or agreed or **Constructive total loss**, due to an insured peril, during the insuring agreement term.
- 5) Damage to the **insured vessel** caused by theft, and/or attempted theft unless coverage would have been provided under the theft provisions and restrictions.
- 6) Theft of dinghy/tender's outboard motor unless stolen together with the insured dinghy/tender. Mysterious disappearance of the dinghy/tender is excluded.
- 7) Loss or damage to any towing vessel or dinghy and/or tender while the **insured vessel** is being towed.
- 8) Towing of any tender/dinghy



- 9) This contract does not provide coverage for **Bodily injury**, illness, disease, death or **property damage** arising out of any use of Jet Ski of any kind. It is also noted that Hull and Machinery coverage for Jet Ski(s) is restricted to Total or **Constructive total loss** only of the Jet Ski(s)

9.1 Hull and **Machinery** exclusions, in Section D of this policy, are applicable to Jet Ski(s).

- 10) Losses caused directly or indirectly by ice or freezing.
- 11) Outboard motors dropping off or falling overboard.
- 12) Losses caused by delay and or loss of use and/or enjoyment of the **insured vessel** and or its equipment.
- 13) **Your** personal expenses or those of **your family** included but not limited to, cost of **your** own labour, hotel or accommodation costs, travelling expenses, repatriation or evacuation costs, car rentals and communication costs.
- 14) **We** do not provide coverage for loss resulting from cancellation of charters, non-collectability of fare or freight, bad debt, insolvency of agents or others, detention or demurrage of the Vessel
- 15) Loss or damage to sails, sail covers, outriggers, external canvases, including but not limited to Bimini tops, unless properly removed and stowed. Sails, Bimini tops and Outriggers left in place during a **named windstorm** will be excluded along with any damage associated or caused by the sails, Bimini tops and Outriggers and associated frames or rigging.
- 16) Loss or damage to the **insured vessel** as a result of any repair yard lien being enforced, including but not limited to the arrest or detention of the **insured vessel** by any repair yard.
- 17) The loss of or replacement of fuel or perishable goods that are on board the **insured vessel** at the time of loss.
- 18) Damage existing before the inception date of this insuring agreement, whether **you** are aware of the same or otherwise.
- 19) Loss or damage to property caused by or resulting from involvement in an organized or impromptu **race or speed trial**, including but not limited to the preparation, practicing, qualifying and/or participation in the race.
- 20) Loss or damage caused by or resulting from illegal, criminal, fraudulent or dishonest acts committed alone or in collusion with another by **you**.
- 21) Loss or damage caused by or resulting from nuclear reaction, nuclear radiation or radioactive contamination whether controlled or uncontrolled; or however caused; or any consequence of such reaction, radiation or contamination
- 22) Unless specifically agreed between a Yachtinsure underwriter and **you** in writing and upon payment of the additional premium and the appropriate endorsement issued, loss or damage caused by or resulting from war, including the undeclared or civil war, and war like action by military force, including but not limited to action in hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents is excluded absolutely.
- 23) Insurers shall not be liable to pay any claims in respect of Electrical or Mechanical breakdown to the Propulsion **Machinery** (being defined as being generators, outboard motors, engines, gearboxes or transmissions, V-drives, propellers and shafts, plumbing, wiring and associated apparatus operated in connection with the vessel's propulsion).

23.1 Electrical or Mechanical Breakdown is defined as breakdown, malfunction, failure or derangement of **Machinery** arising from or contributed to by:

23.2 Latent defect.

23.3 Defect, weakness, inadequacy, fault or unsoundness in:-

23.4 Design, specifications, workmanship or construction.

23.5 Materials used in construction or repair.

23.6 Maintenance.

23.7 Loss of or lack of coolant or lubricant unless due to an insured cause.

23.8 This clause shall not apply to a claim for the total or **constructive total loss** of the vessel.



- 24) It is hereby understood and agreed that hereon do not insure for loss caused directly or indirectly as a result of unrepaired damages to the vessel caused by an occurrence which took place prior to the inception of the policy
- 25) Damages sustained whilst being transported over land, more than 150 miles from the normal place of storage. Unless specifically agreed between a Yachtinsure underwriter and **you** in writing and upon payment of the additional premium and the appropriate endorsement issued.
- 26) Loss or damage caused by improper and/or faulty maintenance including errors during repair and/or refit.



## Section E: Liability Section

Any amount recoverable hereunder shall form part of the maximum amount recoverable under Section E Liability and within the Combined Single Limit (CSL).

### Protection and Indemnity (P&I):

- 1) If a sum insured is shown under the Protection and Indemnity section of the insuring agreement declaration page, **we** will provide coverage for any sum or sums which **you** become legally liable to pay and shall pay as a result of ownership or covered operation of the **insured vessel**.
- 2) The maximum amount recoverable in respect of liability claims shall be the amount shown in the insuring agreement declaration page less the **deductible**; such **deductible** will apply to each Protection and Indemnity (P&I) claim and shall form part of the maximum recoverable under the liability section and within the **Combined Single Limit (CSL)** of this insuring agreement declaration page.
- 3) If a sum insured is shown in the P&I section of the insuring agreement declaration page **we** will pay for **your** liability, as required by the provisions of the Federal Longshore and Harbor Worker's Compensation Act, arising from an occurrence during the policy period and resulting from the ownership, use, or maintenance of **your** yacht.
- 4) **We** will settle or defend as **we** deem appropriate any claims or suits brought against **you**, using attorneys of our choice. Our obligation to settle or defend all third party liability claims under this insuring agreement ends when **we** pay for damages, legal expenses, costs and removal of wreck equals the sum insured under this section of the insuring agreement.

### Crew Protection and Indemnity (Crew P&I):

- 1) If a sum insured is shown in the "Crew P&I" section of the insuring agreement declaration page **we** will extend this insuring agreement to cover maintenance and cure for and/or Jones Act Liability for US national(s) hired as crew, agreed by Underwriters as detailed in the original signed application or subsequent endorsement. The maximum amount recoverable in respect of crew liability claims shall be the amount shown in the insuring agreement declaration page less the **deductible**; such **deductible** will apply to each Crew Protection and Indemnity (crew P&I) claim and shall form part of the maximum recoverable under the liability section and within the **Combined Single Limit (CSL)** of this insuring agreement declaration page.

### Passenger Protection and Indemnity (Passenger P&I):

- 1) If a sum insured is shown in the "Passenger P&I" section of the insuring agreement declaration page **we** will extend this insuring agreement to cover all sums which **you** become legally liable to pay to fare paying passengers or passengers carried under charter as a result of ownership or operation of the **insured vessel**. **We** will settle or defend as **we** deem appropriate any claims or suits brought against **you** using attorneys of our choice. The maximum amount recoverable in respect of Passenger Protection and Indemnity claims shall be the amount shown in the insuring declaration page less the **deductible**; such **deductible** will apply Each Passenger Protection and Indemnity (Passenger P&I) claim and shall form part of the maximum recoverable under the liability section and within the **Combined Single Limit (CSL)** of the insuring agreement.

## Section E: Exclusions

The following exclusions apply and coverage is not provided under insuring agreement for:

- 1) **Your** liability to **your** spouse, or other members of **your family** or persons who reside in **your** household, or their liability to **you**.
- 2) Liability assumed by **you** under any written and/or oral contract or agreement.

- 3) Liability which arises while the **insured vessel** is being transported via **trailer**, except where the vessel is being hauled out or launched by an insured person.
- 4) Fines or penalties imposed by any State or Governmental agency.
- 5) Punitive or exemplary damages.
- 6) Any intentional acts.
- 7) **Bodily injury** or death benefits which are required to be, or are covered by any State or Federal Act or Statute or any compensatory law and/or statute.
- 8) **Bodily injury** to any person(s) employed by **you**, hired as crew or not unless there is a sum insured shown in the "Crew Protection and Indemnity" section of the insuring agreement declaration page.
- 9) **Death Benefit** to any persons employed by **you**, hired as crew or not.
- 10) Liability arising out of the transportation, including loading or unloading, of **your** yacht or tender or dinghy on land, sea or air.
- 11) Liability to person(s) (including scuba-**divers**, **divers**, swimmers, snorkelers) operating from the **insured vessel**, from the time they commence to leave the **insured vessel**, until they are back safely on board the **insured vessel**.
- 12) Liability to fare paying passengers or passengers carried under charter unless there is a sum insured is shown in the "Passenger Protection and Indemnity" section of the insuring agreement declaration page.
- 13) Liability to paid crew unless there is a sum insured shown in the "Crew Protection and Indemnity" section of the insuring agreement declaration page.
- 14) Liability for damage to any marine estuary, beaches, natural barriers, marshlands, artificial or natural reef, living or dead coral or other marine organisms, caused by the **insured vessel** or its operators or passengers
- 15) Liability to persons being towed, or to be towed, or having been towed in or on the water or in the air, from the time they commence to leave the **insured vessel** until they are back safely on board.
- 16) Loss or damage to any other vessel caused by the **insured vessel** in so far as the same would have been covered under the Hull/Equipment/Dinghy section of this insuring agreement.
- 17) Liabilities, **medical expenses**, costs, fees or any other related expense whatsoever arising out of illness or injury in any way related to or caused by exposure to the sun or the suns rays either cumulatively or suddenly.
- 18) Any claim arising from directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type III (HILV II) or Lymphadenopathy Associated Virus (LAV) or the mutants derivatives or variations therefrom or in any way related to Acquired Immune Deficiency Syndrome or any syndrome or condition of a similar kind howsoever it may be named.
- 19) Any claim caused by or resulting from illegal, criminal, fraudulent or dishonest acts whether expected or intended and irrespective of whether any charges of any type are brought as a result of such acts.
- 20) Alcohol/Liquor liability is excluded absolutely.
- 21) Whilst being transported by **trailer** over land all liability coverage is excluded absolutely.

## Section F: Limited Pollution Coverage

If a sum insured is shown in the "Limited Pollution" section of the insuring agreement declaration page, **we** will extend this insuring agreement to include pollution cover provided that the pollution is caused by an occurrence neither intended or expected by **you** which takes place in its entirety at a specific time and place during the term of this insurance, became known to **you** within forty eight (48) hours of the pollution commencement and is reported to insurers in writing within five (5) days of becoming known to **you**. The maximum amount recoverable for a pollution claim shall be the sum insured shown in the "Limited Pollution" section of the insuring agreement declaration page less the **deductible**; such **deductible** will apply to each pollution claim and shall form part of the maximum amount recoverable under the Protection and Indemnity sum insured.

## Section G: Medical Payment Coverage

If a sum insured is shown under the Medical Payments section of the insuring agreement declaration page, **we** will pay reasonable **medical expenses** only necessary due to accidental **Bodily injury** of third parties, incurred whilst embarking, disembarking or on-board the **insured vessel**. These expenses must be incurred within one year from the date of the accident and will reduce any amount payable under the Protection and Indemnity section of the insuring agreement, arising from the same occurrence.

- 1) This coverage will be excess over any other applicable insurance.
- 2) Any sum insured under this section is our maximum liability for all claims arising from any one event, regardless of the number of persons involved. Any payment made by us under this section is not an admission of liability by us.
- 3) The **deductible** shown in the insuring agreement declaration page shall apply to each claim made under this section of the insuring agreement declaration page.

## Section G: Exclusions

**We do not provide medical payment coverage for:**

- 1) **You, your** spouse, or other members of **your family** or persons who reside with **you, or your** employees or anyone that is or should be covered under a State, Provincial or Federal Act or Statute of any jurisdiction or country.
- 2) Responsibility assumed under any contract or agreement regardless of whether written or oral.
- 3) Anyone injured while the **insured vessel** is being transported, hauled out or launched, or while undergoing repair.
- 4) Trespassers on the **insured vessel** or injuries arising from any illegal and/or unlawful activity.
- 5) Abuse that results in **Bodily injury** or psychological injury whether or not accompanied by physical injury. Abuse includes but is not limited to: a) actual, alleged or threatened sexual molestation; b) corporal punishment; or c) physical or mental abuse.
- 6) **"Bodily injury"** that arises out of the transmission of a communicable disease by an "insured."
- 7) **"Bodily injury"** that arises out of the use, sale, manufacture, delivery, transfer, or possession by any person of Controlled Substances as defined by the Federal Food and Drug Law at 21 U.S.C. Sections 811 and 812, including any amendments. Controlled Substances include, but are not limited to, cocaine, LSD, marijuana, and all narcotic or hallucinogenic drugs.
- 8) **"Bodily injury"** or **"property damage"** that arises out of an illegal or criminal act of an "insured" including, but not limited, to illicit transportation or trade.
- 9) **"Bodily injury"** that results from an intentional act of an "insured."
- 10) **"Bodily injury"** that occurs while a "covered vessel" is involved in an organized or impromptu **race or speed trial**.
- 11) **"Bodily injury"** that results directly or indirectly from war or military action including: undeclared or civil war; and warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents.
- 12) Liability to person(s) (including divers) operating from the **insured vessel**, from the time they commence to leave the **insured vessel** until they are back safely onboard the **insured vessel**.

## Section H: Uninsured Boaters Coverage

**Any amount recoverable hereunder shall form part of the maximum amount recoverable under Section E Liability and within the Combined Single Limit (CSL).**

- 1) If a sum insured is shown under the “Uninsured Boaters” section of the insuring agreement declaration page, **we** will provide coverage for any sums which **you** are legally entitled to recover from a third party vessel owner or operator, but which cannot be recovered after **your** diligent effort to recover from any third party vessel owner or operator, either because they have no marine liability insurance and no realisable assets, or they cannot be identified, such as a hit-and-run operator.
- 2) The **deductible** shown in the insuring agreement declaration page shall apply to each claim made under this section of the insuring agreement.
- 3) The sum insured in respect of this coverage is our maximum liability for all uninsured boater claims regardless of people involved and the number of claims made.
- 4) In respect of Uninsured Boater claims, the combined single limit under this policy is as declared on the insuring agreement declaration page Uninsured Boaters and Protection and Indemnity claims will never exceed the sum insured that is shown under the **liability section (CSL)** of the insuring agreement declaration page.

## Section H: Exclusions

**We do not provide coverage for:**

- 1) Claims settled without our prior written consent.
- 2) Loss due to an uninsured vessel which is a Government vessel.
- 3) Loss due to a vessel operated or owned by **you**.
- 4) Loss where no physical damage to **your** insured property exists, evidencing collision.
- 5) Loss due to a vessel which has qualified under any governmentally approved self-insurance plan.
- 6) Loss where no written report has been made to the Police, Coast Guard or any appropriate authority, of the loss/occurrence and its circumstances, such report to be submitted to Insurers.
- 7) Loss due to an unidentified vessel unless there is a disinterested witness to the loss. No **family** member of any degree of affinity shall be deemed to be a disinterested witness.

## Section I: Trailer Coverage

- 1) If a sum insured is shown under the “Trailer” section of the insuring agreement declaration page, **we** will provide coverage for accidental physical loss of/or damage to the **trailer** if it is used exclusively for the transportation of the **insured vessel** insured under the insuring agreement.
- 2) Claims will be paid up to the limit of the sum insured, on the basis of the actual cost of repairing or replacing the **trailer** with a **trailer** of like kind and value.
- 3) Reasonable expenses incurred by **you** in attempting to avert or minimise a loss covered by this insuring agreement will be paid by us, whether such attempts are successful or not. These will be paid in addition to the sum insured under the **trailer** section without application of the **deductible** shown in the insuring agreement declaration page, but only up to 80% of such expenses.
- 4) Theft of the **trailer** is covered if the **trailer** is stolen from a marina, locked garage or locked storage building, or from such other storage place and subject to such storage conditions as **we** have prior approved in writing.
- 5) The **deductible** shown in the insuring agreement declaration page shall apply to each claim under the insuring agreement except for claims for actual or **constructive total loss** of the **insured vessel** plus the **trailer** and claims for expenses incurred in attempting to avoid or minimise a loss covered by the insuring agreement.

## Section I: Exclusions

### **We do not provide coverage for:**

- 1) Damages sustained whilst being transported over land, more than 150 miles from the normal place of storage. Unless specifically agreed between a Yachtinsure underwriter and **you** in writing and upon payment of the additional premium and the appropriate endorsement issued.
- 2) Losses caused by or due to wear and tear, gradual deterioration, lack of maintenance, inherent vice, weathering, insects, mould, animal and marine life, wet or dry rot.
- 3) Marring, scratching or denting.
- 4) Manufacturing defects or design defects, including latent defects.
- 5) Tyre damages.
- 6) Losses resulting from exceeding the manufacturers recommended maximum load or speed specifications.
- 7) Losses caused directly or indirectly by ice or freezing

## Section J: Personal Property Coverage

- 1) If a sum insured is shown under the “**Personal property**” section of the insuring agreement declaration page, **we** will provide coverage for direct loss or damage to **personal property** from any accidental cause, whilst the property is on-board, being loaded onto, or unloading from the **insured vessel**.
- 2) **We** will pay for loss of or damage to **your** fishing tackle and that of **your** guests and **your** crew arising from an occurrence while the fishing equipment is on board **your** yacht. However, **we** do not cover any loss if such fishing tackle is lost or misplaced. **We** will pay up to \$10,000, unless a different amount is listed on the insuring agreement declaration page, for any one occurrence for the reasonable cost to repair or replace fishing tackle with like kind and quality.. The coverage under Fishing Tackle is subject to a \$250 **deductible**.
- 3) **We** will provide up to \$2,500 per occurrence for the theft of firearms from on board the yacht, which are owned by a covered person. This coverage does not apply if the firearms were illegally obtained or were confiscated by a government unit. This coverage is not subject to a **deductible**.
- 4) Theft losses shall only be recoverable in accordance with the conditions detailed under the Hull Section “of the insuring agreement declaration page. Our maximum liability in respect of all claims arising from one event is the amount of the sum insured and our maximum liability for any one item; pair or set is US\$5,000.
- 5) Claims will be settled on the basis of **actual cash value** of **personal property**, less the **deductible** shown in the insuring agreement declaration page.

## Section J: Exclusions

### **We will not cover loss or damage to:**

- 1) Money, cameras, jewellery, watches, traveller’s cheques or any form of paper of value, furs, china, glass and silverware, antiques, collectibles, mobile/cell phones, computer software or computer hardware (including lap-top computers).
- 2) Fishing gear which is permanently affixed to the **insured vessel**, unless the **insured vessel** shall become an actual or **constructive total loss**.
- 3) Fishing nets, pots and/or traps.
- 4) Wear and tear, gradual deterioration, inherent vice, corrosion, damage due to changes in humidity or temperature or mechanical or electrical failure.
- 5) Breakage of articles of a brittle nature unless caused by the vessel being stranded, sunk, burnt, on fire, or in collision or by stress of weather, burglars or thieves.

- 6) Loss of water-skis or diving equipment, unless as a result of fire, or theft following forcible entry, or a total loss of the **insured vessel**.

## Section K: Hurricane Haul Out Coverage

In the event that the any National Weather Service issues a Tropical Depression, Tropical Storm or Hurricane watch or warning for the area where the **Insured vessel** is located, we will share equally (50%) with you for the reasonable expenses you incur to:

- a) Have the **Insured vessel** hauled out of the water, stored until the watch or warning has ended and then launched in the same general area; or
- b) Have the **Insured vessel** moved to a safe harbour, including any docking or/mooring fees

Expenses for the acquisition of lines, anchors and additional equipment to secure the **Insured vessel** are not included in this coverage. The most **we** will pay for any one Tropical Depression, Tropical Storm, or Hurricane is \$1,000 per occurrence and for any one policy period is \$2,000 regardless of the total number of Tropical Depressions, Tropical Storms or Hurricanes. PROPERTY DAMAGE COVERAGE DEDUCTIBLE AMOUNT does not apply to this coverage.





## Section L: General Conditions and Warranties

- 1) It is warranted that the **insured vessel** is in **seaworthy** condition as of the date of inception of the policy.
- 2) This insuring agreement does not cover any loss or damage caused by **your** failure to exercise due diligence properly to manage the **insured vessel** or maintain it in a **seaworthy** condition.
- 3) This insuring agreement incorporates **your** entire application for insurance and it constitutes the entire contract between us. At **your** request, various provisions of this insuring agreement may be varied but only with our prior written approval and agreement.
- 4) This insuring agreement does not cover any loss or damage, which occurs after the expiration of its term. However, if **you** have been at sea in the scheduled vessel for at least 24 hours and this insuring agreement expires other than due to cancellation, **you** may renew or reinstate the insuring agreement at such time as the scheduled vessel arrives safely at its next port of call and for a further 24 hours thereafter, provided that **you** contact us during that 24 hours and make the necessary arrangements required by us to renew or reinstate the insuring agreement.
- 5) This insuring agreement may be cancelled by either **you** or by us at any time, subject to 10 days prior written notice. If it is cancelled by us, **we** will pay **you** a pro rata return of premium. If **you** cancel it, **we** shall pay **you** a short rate return of premium calculated as pro rata less 10%. However, if the policy is cancelled within the first 60 days, 25% of Premium will be deemed as fully earned. Cancellations due to sale of the **insured vessel** or non-payment of the due premium are deemed to be cancellations by **you**.
- 6) In the event of a claim under this insuring agreement the premium is deemed as being fully earned.
- 7) It is hereby agreed that **your** brokers or any substituted brokers ("whether surplus lines approved or otherwise or duly licenced to act as **your** insurance agent, broker or intermediary or not"), shall be deemed to be exclusively the agent(s) of **you** and not of us in any and all matters relating to, connected with or affecting this insurance. Any notice given or mailed by or on behalf of us to the said brokers in connection with or affecting this insurance, or its cancellation, shall be deemed to have been delivered to **you**.
- 8) **We** need not accept or pay for any property abandoned by **you**. At our option however **we** are entitled to the salvage value of any property or equipment where **we** have settled a claim in full under this insuring agreement, in respect of such property or equipment.
- 9) If **you** give up **your** rights or our rights to recover damages from any third party who may be liable to **you**, denying us the benefit of the right of recovery, payment of any admissible loss under this insuring agreement shall be reduced by the amount **we** have been denied.
- 10) If **we** take steps to protect the damaged or endangered property, this action does not constitute acceptance of abandonment of that property by us.
- 11) If any insured person has any other relevant insurance for a **property damage** loss covered by this insuring agreement, **we** will only pay the proportion of the claim which our sum insured bears to the total of all the sums insured covering the loss. If this insuring agreement provides liability coverage, this insurance shall be excess over all other valid and collectible insurances.
- 12) Unless it is agreed between us and **you** in writing, and the appropriate endorsement issued, this insuring agreement does not cover any loss or liability incurred during a **race or speed trial** or during preparation, setup and/or takedown for a **race or speed trial**.
- 13) Unless **we** agree in writing to the contrary, if **we** request a survey of the **insured vessel** then such survey must be received by us at the time of policy inception. If the survey contains any recommendations with respect to the **insured vessel**, then it is warranted that all such recommendations are completed prior to any incident that may give rise to a claim hereunder, by skilled workmen using fit and proper materials and that **you** have signed a compliance form to that effect.
- 14) The **insured vessel** shall be valued at the agreed valuation shown in the insuring agreement declaration page or on any endorsement thereto issued by us.
- 15) If the hull is made in whole or in part of plywood, fibreglass, metal or other material of similar nature its repair shall be made by applying suitable patches to the damaged hull area in accordance with generally accepted good repair practice. It is a condition of this insurance, in respect of any damage occurring to the vessel or any of its parts, components or fittings which requires replacement of planking or wood, structural or nonstructural, insurers have the option to elect any such damage be repaired using any suitable alternative hardwood or softwood.

- 16) This insuring agreement does not cover the cost or expense of painting or impregnating colour beyond the immediate damaged area or areas.
- 17) **We** have the right to settle any physical loss or damage claim under this insuring agreement, either by making payment to **you** of the estimated loss agreed between **you** and us, or by making repairs or replacements, like with like, for **your** lost or damaged property.
- 18) No suit or action on this insuring agreement for the recovery of any claim will be sustainable in any court of law or equity, unless **you** have fully complied with all the requirements of this insuring agreement, nor unless commenced within one (1) year from the date of the happening or the occurrence out of which the claim arose. However that where such limitation of time is prohibited by law or statute wherein this Insuring agreement is issued, then, and in that event, no suit or action under this Insuring agreement shall be sustainable unless commenced within the shortest limitations permitted under such law or statute.
- 19) Unless specifically agreed by us in writing, it is hereby understood and agreed that that this insuring agreement shall be subject to the exclusive jurisdiction of USA federal courts and to USA law and practice.
- 20) Neither this insuring agreement nor any document issued pursuant to this insuring agreement shall confer any benefits on any Third Parties. No Third Party may enforce any term of this insuring agreement or any provision contained in any document issued under this insuring agreement.
- 21) It is warranted an **insured vessel** insured as a bareboat charter vessel shall be rented to others subject to a bareboat charter agreement that shall include an "Indemnification and Hold Harmless" agreement in favour of insurers. Failure to provide such "Indemnification and Hold Harmless" protection for insurers in writing shall be grounds to avoid a claim under this policy. All **deductibles** are doubled when under bareboat charter.
- 22) Where a lay-up period has been specified within the insuring agreement declaration page , it is warranted that the scheduled vessel will not be used, navigated or utilised, in any manner whatsoever, during the dates so specified. This includes, but is not restricted to, living on board the **insured vessel**.
- 23) No coverage is provided under this policy when the **Insured vessel(s)** is/are being operated by anyone other than those listed as operators including those listed on any bareboat charter agreement. Except In the event a listed named operator is incapacitated and/or is otherwise unavailable due to injury or illness, when coverage is extended to a substitute operator for the duration of the voyage.
- 24) The Contracts (Rights of Third Parties) Act 1999 is hereby expressly excluded from this from this insuring agreement, including any other document issued pursuant thereto.
- 25) Unless specifically agreed between a Yachtinsure underwriter and **you** in writing and upon payment of the additional premium and the appropriate endorsement issued, this insuring agreement does not cover any loss howsoever caused and or any liability incurred whilst the insured sailing vessel hereon is operated by one person only, i.e. "single handed".
- 26) It is warranted that if the policy declaration allows captain charter then the **insured vessel** must have an appropriately licenced captain, approved by Yachtinsure underwriters, on board at all times whilst under charter operations.
- 27) Unless agreed by us in writing to the contrary It is warranted that there is to be a minimum of two experienced persons, approved by Yachtinsure, aboard motor vessels of 65' or above at all times whilst navigating.

**We will not pay for any loss resulting from**

- 1) Radioactive contamination, or nuclear reaction
- 2) War declared or not, civil war, insurrection, riot, civil commotion, unlawful assembly, rebellion, revolution or the consequences of any of these
- 3) Capture, seizure, arrest, restraint or detainment by any government power or authority, lawful or otherwise.
- 4) Notwithstanding the foregoing the Insured shall notify insurers of any capture, seizure, restraint or detainment of any vessel(s) covered under this policy, within ten (10) days of the actual appropriation of said vessel(s).
- 5) The Insured shall file a written complaint opposing the appropriation and/or procedure and/or correctness of said confiscation, within ten (10) days of the actual appropriation of said vessel(s) and file with the proper authorities, at the Insured's expense, whatever bond is necessary in order to take immediate possession of the vessel(s).
- 6) The actions of **piracy, pirates or assailing thieves**

**MISREPRESENTATION, CONCEALMENT OR FRAUD:** The coverage provided by this policy is solely dependent on the statements made on the application. If you or any insured/operator conceals or misrepresents any material fact or circumstance, whether before or after a loss, this policy is VOID and you will no longer be protected by it.

**Failure to comply with any warranty will void this agreement from inception**



## Section M: Additional Clauses

### Refit, Repair and Hot Work Clause

It is a condition of this policy that **you** will, whenever the Vessel is contracted to undergo any refit, repair or hot work:

- 1) Give advance notice of arrival at yard or commencement of works
- 2) Ensure the yard and/or other contractors carry current and operative liability insurance indemnifying the yard and/or others in respect of all liabilities towards **You** and the Vessel up to at least the lesser of the Insured Value of the Vessel and provide evidence of such coverage to us in the form of a copy of the relevant valid insurance certificate
- 3) Ensure the yard and/or other contractors impose no contractual exclusion(s) or limitation(s) of liability, nor any waiver or other limitation(s) of our subrogated rights of recovery

Provided **we** are given notice in accordance with (1) above, **we** may at our discretion, waive (2) and/or (3) above on terms to be agreed.

### Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion Clause CL 370 10/11/2003

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

- 1) In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:
  - 1.1 Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - 1.2 The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - 1.3 Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - 1.4 The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes
  - 1.5 Any chemical, biological, bio-chemical, or electromagnetic weapon.

### Institute Cyber Attack Exclusion Clause CL 380 10/11/2003

- 1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

### OPA Disclaimer Clause

Oil Pollution Act 1990 Disclaimer – This Policy of Insurance or an Endorsement hereto is evidence only of the contract of indemnity insurance between the Insured (s) and the Insurer and shall not be construed as evidence of any undertaking, financial or otherwise, on the part of the Insurer to any other party. In the event that an Insured tenders this Policy/Endorsement as evidence of Insurance under any applicable law relating to financial responsibility, including but not limited to the Oil Pollution Act 1990 or any similar Federal or State Laws, or otherwise shows or offers it to any other party as evidence of insurance, such use of the Policy/Endorsement by the Insured is not to be taken as any indication that the Insurer thereby consents to act as guarantor or to be sued directly in any jurisdiction whatsoever, the Insurer does not so consent.

### Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### Sexual and/or Physical Abuse and Harassment Exclusion

This insurance does not apply to any injury sustained by any person arising out of or resulting from:

1. Sexual and/or Physical Abuse or Harassment by any person whosoever, regardless of degree of culpability or intent and whether the acts are alleged to have been committed by the insured or any representative, officer, agent, servant or employee of the insured or by any other person; or
2. Any actual or alleged negligent act or omission in the:
  - 2.1 Employment;
  - 2.2 Investigation;
  - 2.3 Supervision;
  - 2.4 Reporting to the proper authorities or failure to so report; or
  - 2.5 Retention of a person for whom the insured is or ever was legally responsible, which results in Sexual and/or Physical Abuse; or
  - 2.6 Any actual or alleged negligent act or omission in the prevention or suppression of any act of Sexual and/or Physical Abuse or Harassment.
  - 2.7 Sexual and/or Physical Abuse or Harassment are defined as sexual or physical injury or abuse, including but not limited to assault and battery, negligent or deliberate touching, corporal punishment and verbal, mental or emotional abuse or harassment of any person.

## Section N: Mandatory Non-Binding Mediation

With respect to any dispute concerning coverage or loss owed pursuant to this insuring agreement **you** agree to submit such dispute in the first instance to mandatory non-binding mediation. Such mediation shall be a condition precedent to any litigation between **you** and us. The location of the mandatory mediation shall be at a site mutually agreed on by **you** and us and neither shall unreasonably withhold such agreement. The withholding of agreement to non-binding mediation in the city where the policy was delivered or the loss occurred shall be presumptively unreasonable and good cause must be shown for the withholding of such agreement. If the parties cannot agree on a location for the mediation, it shall take place in the jurisdiction where the loss occurred.

The cost of the mediation shall initially be borne equally by **you** and us. The ultimate cost may be the subject of negotiation during the mediation. If the mediation is unsuccessful, it is agreed that the cost of the mediation shall be taxed as a court cost in any subsequent litigation.

The parties shall mutually agree on a mediator. If no mutual agreement is reached, then the insured shall have the right to select the mediator provided that he initially bears the full cost of the mediation, If the insured is unwilling to initially bear the full cost of the mediation in exchange for the right to select the mediator, then the same right shall pass to the insurer(s).

The insurer has the right to obtain an Examination Under Oath of the insured before any mediation takes place.

Mediation shall take place within thirty (30) days of demand by either **you** or us provided a satisfactory proof of loss has been previously furnished *and* any requested Examination Under Oath has been completed. If the insured makes a demand for mediation before *both* satisfactory proof of loss and any requested Examination Under Oath have been completed, then mediation shall take place within thirty (30) days of the completion of both the satisfactory proof of loss and any requested Examination Under Oath.

The mediation shall be subject to a standard mediation confidentiality agreement.

### US Litigation:

If mandatory non-binding mediation is unsuccessful, then it is hereby understood and agreed that the resulting dispute as to coverage or loss owed is to be subject to the sole and exclusive jurisdiction of the United States District Court for the district within which the policy was delivered.

It is further understood and agreed that in the event that mandatory non-binding mediation is unsuccessful and resort is had to litigation in the federal district court for the district within which the policy was delivered, then the coverages issue(s) on any and all such litigation between **you** and us is to be resolved by reference to the well-established, entrenched principles of the federal maritime law of the United States. Only in the event that there is no such well-established, entrenched principle(s) of federal maritime law of the United States then only then shall the dispute as to coverage or amount be resolved according to the applicable law of the State of New York.

### Service of Suit Clause (U.S.A):

This Service of Suit Clause will not read to conflict with or override the obligations of the parties to arbitrate their disputes as provided for in any Arbitration provision within the Policy. This Clause is intended as an aid to compelling arbitration or enforcing such arbitration or arbitral award, not as an alternative to such Arbitration provision for resolving disputes arising out of this contract of insurance

It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Insured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States,. Nothing in this clause constitutes or should be understood to constitute a waiver of Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon:

**Mendes and Mount 750 Seventh Avenue, New York. 10019**

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or any Appellate Court in the event of an appeal

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Insured to give a written undertaking to the Insured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, Underwriters hereon hereby designate the Superintendent, Commissioner or Director office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof

14/09/2005

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## Section O: How to Make a Claim on the Policy

If **you** need to make a claim, **you** should immediately contact **us** or **your broker** by:

Phone: **+44 20 7469 1580**

Email: [claims@yachtinsure.uk.com](mailto:claims@yachtinsure.uk.com)

Fax: **+44 20 7283 0314**

Or In writing to us; **FAO: Claims Manager, Yachtinsure Ltd, 33 Creechurch Lane, London, EC3A 5EB UK**

## Section P: Your Non-Delegable Duties in the Event of a Loss

- 1) Immediately take all possible steps to minimise the loss and protect the **insured vessel** from further loss or damage. Failure to do so may invalidate **your** insurance coverage or reduce the amount of any claim that may be payable hereunder.
- 2) Comply with any reasonable request made of **you**, by us with regard to the loss, including but not limited to an Examination Under Oath.
- 3) Advise the Police, Coast Guard, or any appropriate authority of the loss and its circumstances.
- 4) Give us an opportunity to examine the damaged property before it is moved, repaired and/or discarded.
- 5) Submit a claim form and sworn signed statement if requested, describing the loss, together with two estimates of repair cost and/or records to substantiate the amount of the loss.
- 6) Neither assume any obligation, nor admit liability without our express written permission to do so.
- 7) Immediately forward to us any legal papers or notices received in connection with the loss.
- 8) Co-operate with us in the investigation, defence or settlement of any loss and agree to be examined under oath if **we** so request
- 9) Allow examination by physicians of our choice, if requested.
- 10) Assist us in obtaining copies of medical records and reports, if requested.
- 11) Provide us a proof of loss and discharge of liability once the amount of the claim under this insuring agreement has either been agreed with **you** or paid in full by us.
- 12) Preserve **your** right of recovery from others. When **we** pay a loss, **your** right to recover becomes ours up to the amount of our payment together with any legal fees and expenses. **You** must also co-operate with us to recover the losses **we** may pay. Any amounts recovered from others belong to us up to the amount of our payment along with possibly our legal fees and expenses.

## Section Q: How to Make a Complaint

If **you** are unhappy with any aspect of the handling of **your** insurance or claim, please contact **us** at the following address:

**Yachtinsure Ltd,**

**33 Creechurch Lane,**

**London, EC3A 5EB UK,**

Phone **+44 20 7469 6190** or email [complaints@yachtinsure.uk.com](mailto:complaints@yachtinsure.uk.com)